

**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, February 27, 2024 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 [fullen@cityofhunterscreek.com](mailto:fullen@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. 6-25**
  3. Fire Commissioner Monthly Report **Pgs. 26-32**
  4. Building Official Monthly Report **Pgs. 33-45**
  5. City Engineer Monthly Report **Pg. 46**
  6. City Administrator Report
  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 January 23, 2024. **Pgs. 47-51**
  2. Approval of the Cash Disbursement Journal for January 2024. **Pgs. 52-55**
  3. Approval of the 4th Quarterly Investment Report for 2023. **Pg. 56**

F. REGULAR AGENDA

1. Discussion and possible action to approve Change Order #2 to reduce the contract with CityLynx, Inc. – (Close out) for the Traffic Signal Modifications Memorial at Lindenwood Project in the amount of (24,548.48). [Pgs. 57-62](#)
2. Discussion and possible action to approve a Close Out to the contract with Complete Contract dba Bayou Builders for the Willowron and Walwick – Inlet and Pavement Maintenance Project in the amount of \$133,162.50. [Pgs. 63-71](#)
3. Discussion and possible action regarding Competitive Sealed Proposal (CSP) criteria. [Pgs. 72-76](#)
4. Discussion and possible action to approve Amendment No. 74 to the engineering contract with Cobb Fendley in the amount of \$170,860.00 for Engineering Services associated with the Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction project. [Pgs. 77-84](#)
5. Discussion and possible action to adopt an ordinance of the City Council of the City of Hunters Creek Village, Texas, declaring that the unopposed candidates for Councilmember Positions Nos. 1, 2, and 3 are duly elected; cancelling the May 4, 2024, General Municipal Election; and containing other provisions relating to the subject. [Pgs. 85-88](#)
6. Discussion and possible action to approve a resolution to deny the CenterPoint Energy Texas Gas rate change. [Pgs. 89-92](#)
7. Discussion and possible action to renew the maintenance agreement with Texas Elite Generators for the City's generator. [Pgs. 93-98](#)
8. Discussion and possible action regarding Chapter 30 solicitor and peddler permits, rules, and regulations. [Pgs. 99-111](#)
9. Discussion and possible action to accept changes to the City's Investment Policy. [Pgs. 112-127](#)
10. Discussion and possible action to consider an agreement from Tyler Technologies for permitting software. [Pgs. 128-133](#)
11. Discussion and possible action to approve a resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives. [Pgs. 134-143](#)
12. Discussion and possible action to approve an ordinance amending chapter 26 of the code of ordinances of the City of Hunters Creek Village to prohibit the discharge of firearms within the city and to provide an exception for

police officers and public officials as necessary to carry out their official duties; providing an effective date; providing a penalty of up to \$500 for each offense; and making other provisions related to the subject. [Pgs. 144-147](#)

13. Discussion and possible action to approve the Memorial Villages Police Department 2023 Annual Racial Profiling Report. [Pgs. 148-165](#)

G. EXECUTIVE SESSION It is anticipated that all, or a portion of the discussion of the following items, if any, will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on these items until the City Council reconvenes in open session.

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

I. ADJOURNMENT

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

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### CERTIFICATION

I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, #1 Hunters Creek Place, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: February 23, 2024 at 1:00 p.m. and remained so posted continuously for at least 72 hours before said meeting was convened.

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Tom Fullen, City Administrator  
Acting City Secretary

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

**City of Hunters Creek Village  
Monthly Tax Office Report  
January 31, 2024**

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

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A. Current Taxable Value    \$ 3,433,000,121

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

		Current 2023 Tax Year	Delinquent 2022 & Prior Tax Years	Total
Original Levy 0.205164	\$	6,846,627.30	\$ -	\$ 6,846,627.30
Carryover Balance		-	175,635.55	175,635.55
Adjustments		196,653.02	(916.74)	195,736.28
Adjusted Levy		7,043,280.32	174,718.81	7,217,999.13
Less Collections Y-T-D		5,847,684.71	(841.05)	5,846,843.66
Receivable Balance	\$	<u>1,195,595.61</u>	<u>\$ 175,559.86</u>	<u>\$ 1,371,155.47</u>

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C. COLLECTION RECAP:

		Current 2023 Tax Year	Delinquent 2022 & Prior Tax Years	Total
Current Month:				
Base Tax	\$	3,089,922.22	\$ (841.05)	\$ 3,089,081.17
Penalty & Interest		-	-	-
Attorney Fees		-	-	-
Other Fees		17.12	-	17.12
Total Collections	\$	<u>3,089,939.34</u>	<u>\$ (841.05)</u>	<u>\$ 3,089,098.29</u>

		Current 2023 Tax Year	Delinquent 2022 & Prior Tax Years	Total
Year-To-Date:				
Base Tax:	\$	5,847,684.71	\$ (841.05)	\$ 5,846,843.66
Penalty & Interest		-	-	-
Attorney Fees		-	-	-
Other Fees		17.12	-	17.12
Total Collections	\$	<u>5,847,701.83</u>	<u>\$ (841.05)</u>	<u>\$ 5,846,860.78</u>

Percent of Adjusted Levy		<u>83.03%</u>		<u>83.01%</u>
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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance (Unfavorable)	Percent Remaining
<b>Fund: 100 - GENERAL GOVERNMENT (01)</b>							
<b>Revenue</b>							
<a href="#">100-00-41000</a>	CURRENT AD VALOREM TAXES	7,060,801.00	7,060,801.00	5,022,606.38	5,022,606.38	-2,038,194.62	28.87 %
<a href="#">100-00-41005</a>	PREVIOUS AD VALOREM TAXES	15,000.00	15,000.00	-841.05	-841.05	-15,841.05	105.61 %
<a href="#">100-00-41010</a>	FRANCHISE TAXES	400,000.00	400,000.00	0.00	0.00	-400,000.00	100.00 %
<a href="#">100-00-41015</a>	SALES TAXES	650,000.00	650,000.00	64,721.83	64,721.83	-585,278.17	90.04 %
<a href="#">100-00-41020</a>	MIXED DRINK TAX	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
<a href="#">100-00-41040</a>	PENALTIES/INTEREST	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
<a href="#">100-00-42035</a>	BUILDING PERMITS	325,000.00	325,000.00	14,098.00	14,098.00	-310,902.00	95.66 %
<a href="#">100-00-42044</a>	CREDIT CARD PROCESSING FEE	2,000.00	2,000.00	283.72	283.72	-1,716.28	85.81 %
<a href="#">100-00-43056</a>	EMS	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
<a href="#">100-00-43057</a>	CHILD SAFETY FEES	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
<a href="#">100-00-43070</a>	METRO RECEIPTS	325,000.00	325,000.00	32,360.92	32,360.92	-292,639.08	90.04 %
<a href="#">100-00-44025</a>	TRAFFIC FINES	150,000.00	150,000.00	21,853.55	21,853.55	-128,146.45	85.43 %
<a href="#">100-00-44027</a>	COURT TECHNOLOGY FUND	2,500.00	2,500.00	470.24	470.24	-2,029.76	81.19 %
<a href="#">100-00-44028</a>	COURT SECURITY FUND	3,500.00	3,500.00	574.60	574.60	-2,925.40	83.58 %
<a href="#">100-00-46030</a>	INTEREST INCOME	200,000.00	200,000.00	47,859.96	47,859.96	-152,140.04	76.07 %
<a href="#">100-00-48045</a>	SUBD ST. LIGHTS	35,000.00	35,000.00	0.00	0.00	-35,000.00	100.00 %
<a href="#">100-00-48055</a>	OTHER INCOME	10,000.00	10,000.00	84.62	84.62	-9,915.38	99.15 %
	<b>Revenue Total:</b>	<b>9,267,801.00</b>	<b>9,267,801.00</b>	<b>5,204,072.77</b>	<b>5,204,072.77</b>	<b>-4,063,728.23</b>	<b>43.85 %</b>
<b>Expense</b>							
<a href="#">100-01-71000</a>	SALARIES & WAGES	644,356.00	644,356.00	51,906.82	51,906.82	592,449.18	91.94 %
<a href="#">100-01-71001</a>	LONGEVITY	6,042.00	6,042.00	0.00	0.00	6,042.00	100.00 %
<a href="#">100-01-71002</a>	457B	12,887.00	12,887.00	1,009.50	1,009.50	11,877.50	92.17 %
<a href="#">100-01-71025</a>	TMRS	140,663.00	140,663.00	11,467.69	11,467.69	129,195.31	91.85 %
<a href="#">100-01-71030</a>	PAYROLL TAXES	49,782.00	49,782.00	4,292.84	4,292.84	45,489.16	91.38 %
<a href="#">100-01-71105</a>	INSURANCE BENEFITS	129,268.00	129,268.00	921.32	921.32	128,346.68	99.29 %
<a href="#">100-01-71107</a>	HRA	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">100-01-72045</a>	NOTICES & MAILING	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-01-72055</a>	OFFICE SUPPLIES & PRINTING	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
<a href="#">100-01-72060</a>	TELEPHONE	19,100.00	19,100.00	210.00	210.00	18,890.00	98.90 %
<a href="#">100-01-72061</a>	TRAVEL & TRAINING	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-01-72062</a>	TUITION REIMBURSEMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-01-72063</a>	CERTIFICATION/LICENSE/EDUCATI...	10,200.00	10,200.00	625.00	625.00	9,575.00	93.87 %
<a href="#">100-01-72065</a>	MACHINE RENTAL MAINTENANCE	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %
<a href="#">100-01-72090</a>	MEMBERSHIPS & SUBSCRIPTIONS	5,200.00	5,200.00	155.00	155.00	5,045.00	97.02 %
<a href="#">100-01-72108</a>	GEN LIABILITY/PROP/WC INS	24,933.00	24,933.00	0.00	0.00	24,933.00	100.00 %
<a href="#">100-01-72109</a>	SURETY BONDS	250.00	250.00	0.00	0.00	250.00	100.00 %
<a href="#">100-01-72110</a>	ELECTIONS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">100-01-72111</a>	RECORDS MANAGEMENT	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-01-72112</a>	CODIFICATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-01-75040</a>	OFFICE EQUIPMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-01-76010</a>	COMPUTER SOFTWARE SERVICES	16,207.00	16,207.00	0.00	0.00	16,207.00	100.00 %
<a href="#">100-01-78056</a>	BANK FEES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-01-78115</a>	PUBLIC RELATIONS	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">100-02-72042</a>	CONSULTING SERVICES	25,000.00	25,000.00	6,156.22	6,156.22	18,843.78	75.38 %
<a href="#">100-02-72085</a>	TAX COLLECTOR/ASSESSOR	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
<a href="#">100-02-72120</a>	AUDITOR	19,293.00	19,293.00	0.00	0.00	19,293.00	100.00 %
<a href="#">100-02-72300</a>	LITIGATION	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">100-02-72310</a>	CITY ATTORNEY	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<a href="#">100-02-72502</a>	CITY ENGINEER	78,750.00	78,750.00	0.00	0.00	78,750.00	100.00 %
<a href="#">100-02-78504</a>	TCEQ PHIII STORMWATER PERMIT	5,000.00	5,000.00	2,414.51	2,414.51	2,585.49	51.71 %

My Budget Report

For Fiscal: 2024 Period Ending: 01/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">100-03-72001</a>	VILLAGE FIRE DEPARTMENT	2,205,750.00	2,205,750.00	275,718.88	275,718.88	1,930,031.12	87.50 %
<a href="#">100-03-72005</a>	MEMORIAL VILLAGES POLICE DEPT.	2,622,267.00	2,622,267.00	517,516.67	517,516.67	2,104,750.33	80.26 %
<a href="#">100-04-72015</a>	GARBAGE SERVICE	606,375.00	606,375.00	0.00	0.00	606,375.00	100.00 %
<a href="#">100-04-72021</a>	STREET LIGHTS-CITY	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
<a href="#">100-04-72057</a>	OFFICE SUPP/PRINTING - PW	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-04-72062</a>	TRAVEL/TRAINING - PW	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
<a href="#">100-04-72070</a>	MOSQUITO FOGGING CONTRACT	14,470.00	14,470.00	0.00	0.00	14,470.00	100.00 %
<a href="#">100-04-72091</a>	MEMBERSHIPS/SUBS PW	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-04-72205</a>	UNIFORMS-PW	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00 %
<a href="#">100-04-72500</a>	PW-BUILDING INSPECTIONS	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
<a href="#">100-04-72520</a>	TRUCK MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<a href="#">100-04-72530</a>	TRAFFIC LIGHT MAINTENANCE	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<a href="#">100-04-72540</a>	MOWING CONTRACT	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
<a href="#">100-04-72541</a>	CONTRACT LABOR	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">100-04-72560</a>	LANDSCAPING	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">100-04-75510</a>	RENTAL/PURCHASE EQUIPMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-04-75550</a>	TRAFFIC SIGNS	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">100-04-76500</a>	STREET & DRAINAGE MAINTENANCE	100,000.00	100,000.00	4,379.74	4,379.74	95,620.26	95.62 %
<a href="#">100-04-78050</a>	BUILDING MAINTENANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">100-04-78051</a>	JANITORIAL SERVICE BLDG MAINTEN...	10,474.00	10,474.00	835.65	835.65	9,638.35	92.02 %
<a href="#">100-04-78063</a>	STORM DISASTER FUND	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-04-78540</a>	URBAN FORESTER	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-04-78544</a>	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	235.68	235.68	2,764.32	92.14 %
<a href="#">100-05-73000</a>	JUDGES & PROSECUTORS	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
<a href="#">100-05-73020</a>	JURY DUTY FEES	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">100-05-73025</a>	WARRANTS ISSUED	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-05-73030</a>	COURT SUPPLIES & PRINTING	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<a href="#">100-05-73031</a>	COURT TECHNOLOGY	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-05-73032</a>	COURT SECURITY	2,300.00	2,300.00	0.00	0.00	2,300.00	100.00 %
<a href="#">100-05-73034</a>	COURT MEMBERSHIPS & SUBSCRIPT..	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-05-73035</a>	COURT-TRAVEL & TRAINING	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">100-05-73044</a>	CREDIT CARD FEES	2,500.00	2,500.00	106.51	106.51	2,393.49	95.74 %
<a href="#">100-05-73045</a>	COURT TAX PD TO STATE	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00 %
<a href="#">100-06-75041</a>	COMPUTER EQUIP. & SOFTWARE	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00 %
<a href="#">100-06-78064</a>	CAPITAL RESERVE	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
	<b>Expense Total:</b>	<b>7,910,767.00</b>	<b>7,910,767.00</b>	<b>877,952.03</b>	<b>877,952.03</b>	<b>7,032,814.97</b>	<b>88.90 %</b>
	<b>Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):</b>	<b>1,357,034.00</b>	<b>1,357,034.00</b>	<b>4,326,120.74</b>	<b>4,326,120.74</b>	<b>2,969,086.74</b>	<b>-218.79 %</b>
	<b>Report Surplus (Deficit):</b>	<b>1,357,034.00</b>	<b>1,357,034.00</b>	<b>4,326,120.74</b>	<b>4,326,120.74</b>	<b>2,969,086.74</b>	<b>-218.79 %</b>

**Group Summary**

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - GENERAL GOVERNMENT (01)</b>						
Revenue	9,267,801.00	9,267,801.00	5,204,072.77	5,204,072.77	-4,063,728.23	43.85 %
Expense	7,910,767.00	7,910,767.00	877,952.03	877,952.03	7,032,814.97	88.90 %
<b>Fund: 100 - GENERAL GOVERNMENT (01) Surplus (Deficit):</b>	<b>1,357,034.00</b>	<b>1,357,034.00</b>	<b>4,326,120.74</b>	<b>4,326,120.74</b>	<b>2,969,086.74</b>	<b>-218.79 %</b>
<b>Report Surplus (Deficit):</b>	<b>1,357,034.00</b>	<b>1,357,034.00</b>	<b>4,326,120.74</b>	<b>4,326,120.74</b>	<b>2,969,086.74</b>	<b>-218.79 %</b>

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - GENERAL GOVERNMENT (01	1,357,034.00	1,357,034.00	4,326,120.74	4,326,120.74	2,969,086.74
<b>Report Surplus (Deficit):</b>	<b>1,357,034.00</b>	<b>1,357,034.00</b>	<b>4,326,120.74</b>	<b>4,326,120.74</b>	<b>2,969,086.74</b>



**2024 Municipal Court Recap**

Month	Year 2022						Year 2023						Year 2024					
	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'	'W'			
<b>Jan.</b>	<b>30</b>	<b>18</b>	<b>12</b>	<b>\$12,675</b>	<b>\$8,623</b>	<b>4,052</b>	<b>201</b>	<b>94</b>	<b>107</b>	<b>\$17,968</b>	<b>\$11,754</b>	<b>\$6,214</b>	<b>216</b>	<b>112</b>	<b>104</b>	<b>\$23,782</b>	<b>\$14,989</b>	<b>\$8,793</b>
Feb.	158	81	77	\$14,241	\$10,007	4,234	215	99	116	\$16,763	\$11,176	\$5,587						
March	157	79	78	\$20,420	\$14,663	\$5,657	127	60	67	\$24,811	\$16,495	\$8,316						
April	120	60	60	\$18,034	\$5,749	\$12,285	166	70	96	\$16,709	\$11,396	\$5,313						
May	175	92	83	\$15,498	\$9,778	\$5,721	155	80	75	\$20,168	\$13,533	\$6,635						
June	133	87	46	\$17,689	\$12,246	\$5,443	130	72	58	\$20,621	\$13,271	\$7,350						
July	152	74	78	\$16,461	\$11,295	\$5,167	206	113	93	\$17,059	\$11,615	\$5,444						
Aug.	144	67	77	\$11,040	\$6,784	\$4,256	228	118	110	\$15,144	\$10,061	\$5,083						
Sept.	173	105	68	\$24,690	\$16,131	\$8,559	216	126	90	\$24,709	\$16,568	\$8,141						
Oct.	212	102	110	\$11,911	\$7,429	\$4,483	200	103	97	\$19,744	\$12,968	\$6,776						
Nov.	168	75	93	\$16,845	\$10,409	\$6,436	148	70	74	\$23,248	\$8,378	\$14,869						
Dec.	167	76	91	\$14,358	\$9,073	\$5,285	251	124	126	\$14,188	\$9,572	\$4,616						
<b>TOTAL</b>	<b>1789</b>	<b>916</b>	<b>873</b>	<b>\$193,861</b>	<b>\$122,187</b>	<b>\$71,577</b>	<b>2243</b>	<b>1129</b>	<b>1109</b>	<b>\$231,130</b>	<b>\$146,786</b>	<b>\$84,343</b>	<b>216</b>	<b>112</b>	<b>104</b>	<b>\$23,782</b>	<b>\$14,989</b>	<b>\$8,793</b>
Monthly Avg	89.9	46.5	42.6	\$10,504.96	\$6,595.39	3901.3	187	94.08	92.4	\$19,260.87	\$12,232.17	\$7,028.62	18	9.33	8.67	\$1,981.82	\$1,249.10	\$732.72

\*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*

February 12, 2024

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: January 2024 Monthly Report

During the month of January, MVPD responded/handled a total of 4,171 calls/incidents. 2,668 House Watch checks were conducted. 665 traffic stops were initiated with 672 citations being issued for 1119 violations. (Note: 17 Assists in Hedwig, 141 in Houston, 12 in Spring Valley and 0 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1543/1543	1139/1139	3	107/300/407	10@3:51
Piney Point:	1014/1014	626/626	6	117/243/360	7@5:07
Hunters Creek:	1391/1391	902/902	4	113/239/352	16@4:09
				Cites/Warn/Total	33@4:12

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

Call Type	#	Call Type	#	Citations	#
False Alarms:	154	Ord. Violations:	16	Speeding:	139
Animal Calls:	21	Information:	15	Exp. Registration	270
ALPR Hits:	21	Suspicious Situations	97	No Ins	141
Assist Fire:	59	Loud Party	10	No License	119
Assist EMS:	44	Welfare Checks:	16	Stop Sign	15
Accidents:	13			Fake Plate	12

*This month the department generated a total of 72 police reports.  
 BH-25, PP-19, HC-26, HOU-1, HED-1, SV-0*

Crimes Against of Persons (1)

Terroristic Threat 1

Crimes Against Property (15)

Burglary of a Vehicle	5	Fraud/ID	3
Burglary of a Habitation	1	Theft Misdemeanor	6

Petty/Quality of Life Crimes/Events (56)

ALPR Hits (valid)	6	Natural Death	1
Accidents	13	Misc	16
Warrants	8	Towed Vehicles	10
DWI	2		

Arrest Summary: Individuals Arrested (16)

Warrants	8	Felony	5
Class 3 Arrests	1	DWI	2

<u>Budget YTD:</u>	<u>Expense</u>	<u>Budget</u>	<u>%</u>
• Personnel Expense:	299,908	6,466,610	4.6%
• Operating Expense:	102,888	1,110,490	9.4%
• Total M&O Expenditures:	402,796	7,577,100	5.3%
• Capital Expenses:	0	289,700	0%
• Net Expenses:	402,796	7,866,800	5%

Follow-up on Previous Month Items/Requests from Commission

- Staff completed a video tour of the remodeled MVPD communications center. The video was posted on-line and shared via V-linc.

Personnel Changes/Issues/Updates

- Dispatcher Rebecca Hughes submitted her resignation effective 2/6/24. A part-time dispatcher was offered full-time employment and accepted the position.

Major/Significant Events

- Detectives continued work on a case from 2022 where a family heirloom diamond ring had been stolen by a contractor working at the home. Officers located the ring at a Pawn shop and through investigation were able to gather video evidence of the suspect pawning the stolen ring. The ring was recovered, and the driver arrested. News media picked up on the case and provided extensive coverage on the investigation.
- Detectives worked on a case involving a prolific team of mail thieves who had stole mail from a home on Caroline Trail. Detectives used area video surveillance and ALPR data to identify the suspects who were using a fraudulently obtained rental car. The suspects were arrested at a local hotel. Mail keys and mail, checks and credit cards were recovered.

Status Update on Major Projects

- RFP's were received in reference to the HVAC and Roof, 2024 CIP projects. The bids will be discussed at the February Commission Meeting. A preliminary review of the bids shows the project to be under initial budget projections.
- RFP's were received for the 2024/2025 employee healthcare insurance. A 11.6% increase is expected.
- 2 2023 Dodge Charger vehicles were received and placed into service. 2 vehicles were removed and will be scheduled for auction. The third Charger is expected the week of February 5<sup>th</sup>, 2024.
- Staff met with Mayor Whitmire and HPD executives. MVPD staff will be participating in a citywide initiative of investigation information sharing and traffic enforcement activities.

Community Projects

- Department personnel hosted an evening RAD class at Chapelwood UMC. 10 participants attended.
- Community liaison officers attended the Bunker Hill Elementary Family Fitness Night.

V-LINC new registrations in January +22

BH – 1641(+6)  
PP – 1155 (+6)

HC – 1645 (+6)  
Out of Area – 6051 (+4)

Hedwig 14

Bunker Hill

Piney Point

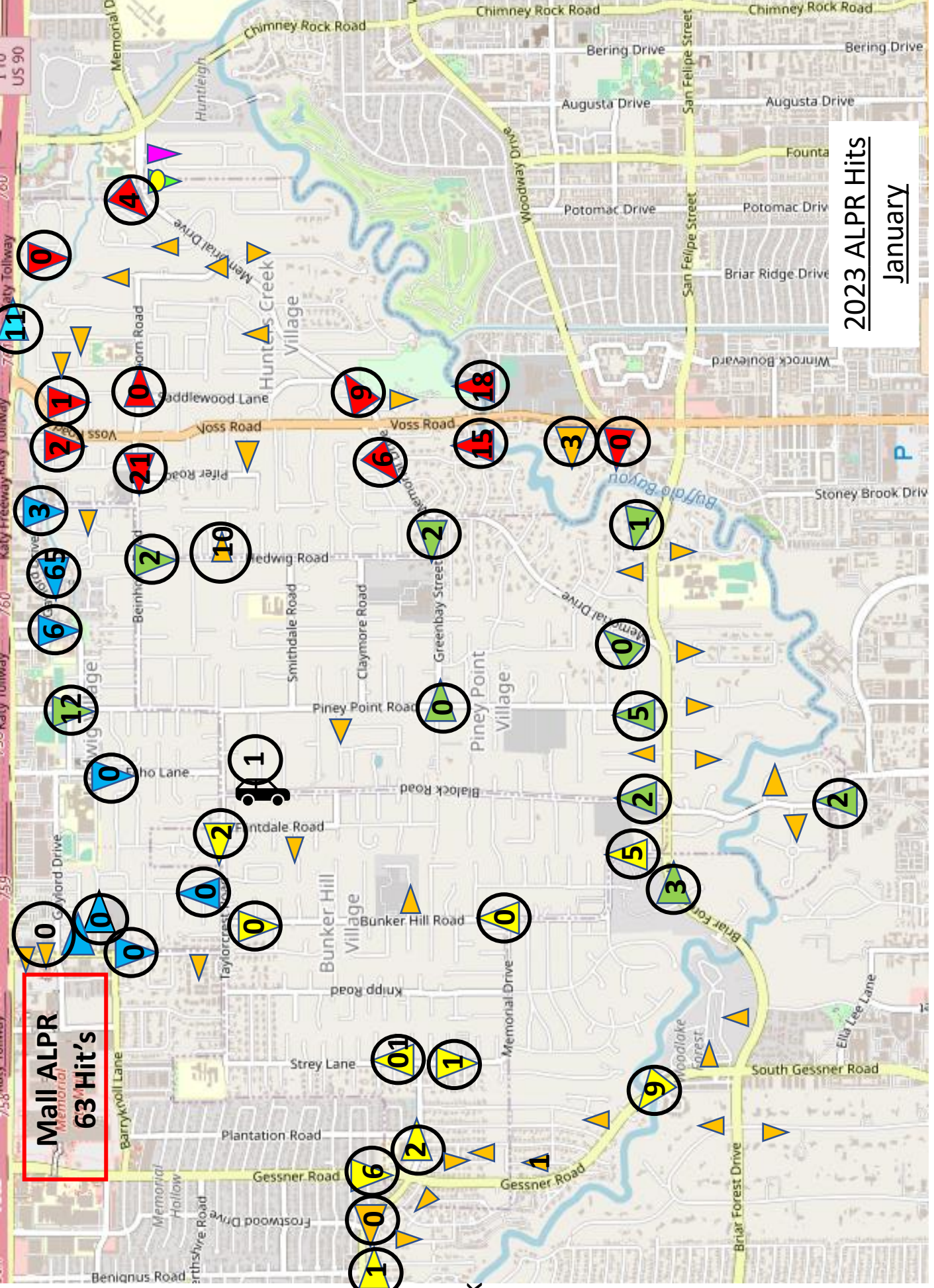
Hunters Creek

Frequent Mobile Locations

Total Hits 134

9

**Mall ALPR**  
**63 Hit's**



2023 ALPR Hits  
January

Lindenwood HOA

Longwoods HOA

US Coins

In Process


HOA Systems


1/31/24

Hedwig  


Bunker Hill  


Piney Point  

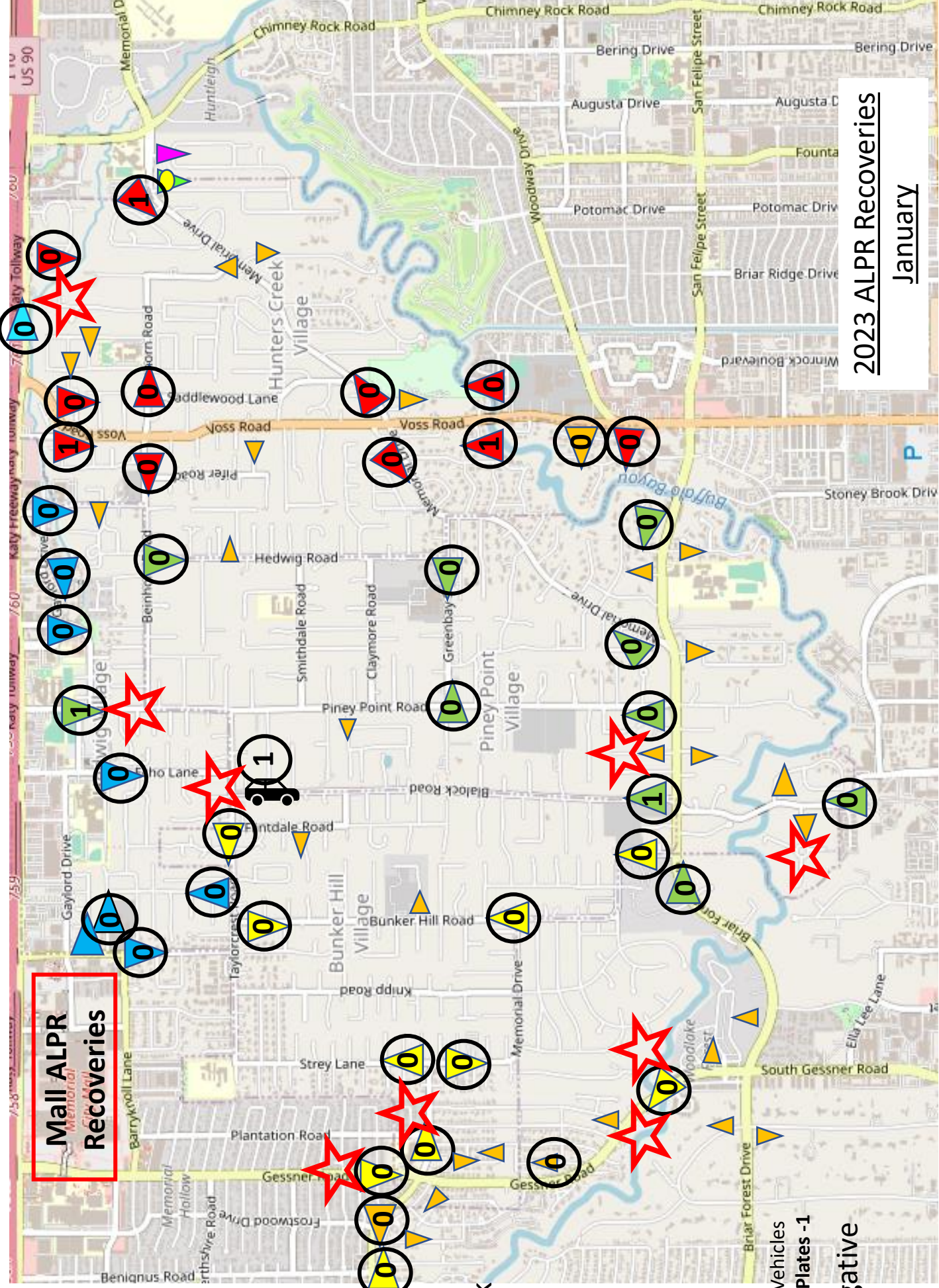

Hunters Creek  


Frequent Mobile Locations  



 Recovered Vehicles  
 Recovered Plates - 1


 Investigative Leads


**Mall ALPR Recoveries**



**2023 ALPR Recoveries**  
January

Lindenwood HOA  


Longwoods HOA  


US Coins  


In Process  


HOA Systems  


1/31/24  


# 2024 Burglary Map

Address

467 Jan Kelly

Alarm

No

POE

Open Garage

# 2024 Robberies

Address

MO



Daytime Burglary



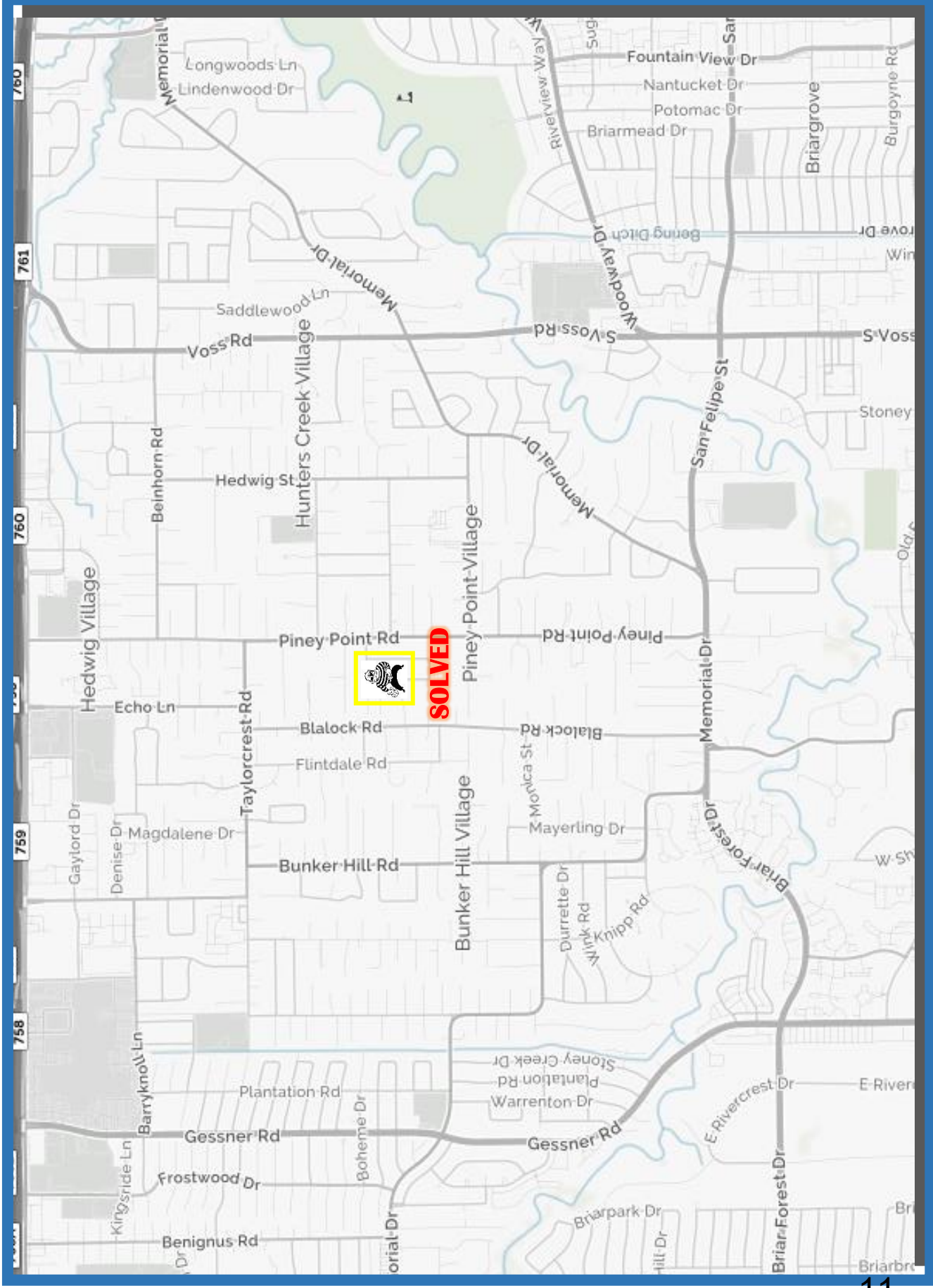
Nighttime Burglary



Robbery

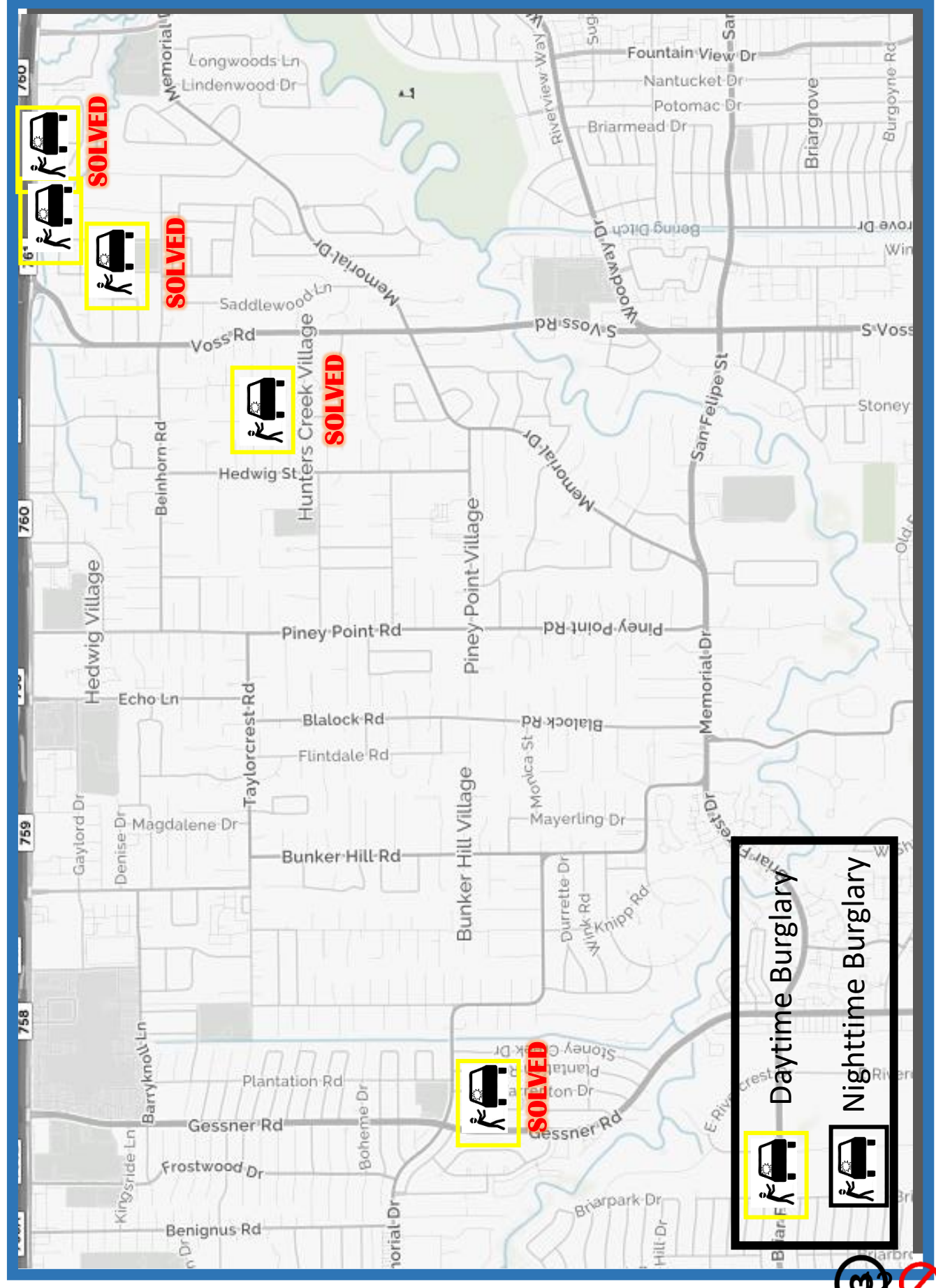


1/1/24



# 2024 Auto Burglary Map

Address	POE
8333 Katy Fwy	Win
8525 Katy Fwy	UNL*
10614 Gawain	Win
10611 Twelve Oaks	UNL
11615 Starwood	UNL



Lock/Win Punch



Blue Entry = Actual  
 Location Unknown  
 Underlined Contractor

**SOLVED**

1/1/24



## 2024 Total Incidents

2024	Crimes Against Persons	Crimes Against Property	Quality of Life Incidents	Total	Arrests	Incidents	House Checks	YTD BH INC	YTD BH HC	YTD PP INC	YTD PP HC	YTD HC INC	YTD HC HC
January	1	15	56	72	16	4171	2668	1543	1139	1014	626	1391	902
February													
March													
April													
May													
June													
July													
August													
September													
October													
November													
December													
<b>Total</b>	<b>1</b>	<b>15</b>	<b>56</b>	<b>72</b>	<b>16</b>	<b>4171</b>	<b>2668</b>	<b>1543</b>	<b>1139</b>	<b>1014</b>	<b>626</b>	<b>1391</b>	<b>902</b>

<b>2023 Totals</b>	<b>17</b>	<b>165</b>	<b>707</b>	<b>890</b>	<b>182</b>	<b>70947</b>	<b>54496</b>	<b>23709</b>	<b>19196</b>	<b>18915</b>	<b>14104</b>	<b>26305</b>	<b>20685</b>
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
ALSALMAMI, ALI	42:52:14												9	54
BAKER, BRIAN C	1:42:24													
BALDWIN, BRIAN	18:24:30													19
BIEHUNKO, JOHN	29:52:43												5	24
BOGGUS, LARRY	17:35:09													23
BURLESON, Jason	15:26:34												2	19
BYRD, Rachied	16:41:02												2	21
CANALES, RALPH EDWARD	11:43:19												1	
CERNY, BLAIR C.	8:13:37												6	33
ECKERFIELD, Dillion	28:07:09												5	11
GONZALEZ, Jose	25:11:16												4	4
HARWOOD, NICHOLAS	23:18:34												2	21
JARVIS, RICHARD	38:50:40												5	27
JOHNSON, JOHN	23:33:58													
JONES, ERIC	0:38:31												3	36
KING, JEREMY	25:19:16												2	14
KUKOWSKI, Andy	17:46:52												2	31
MCELVANY, ROBERT	9:50:58												3	25
ORTEGA, Yesenia	17:06:45													
OWENS, LANE	0:00:00													
PAVLOCK, JAMES ADAM	18:45:35												5	117
RODRIGUEZ, CHRISTOPHER	10:18:14													
RODRIGUEZ, JOSE	19:14:42												6	17
RODRIGUEZ, REGGIE	21:17:14												3	35
SALAZAR, Efrain	5:05:08													
SCHULTZ, RAYMOND	0:47:13													
SILLIMAN, ERIC	22:54:37												1	73
SPRINKLE, MICHAEL	10:04:21													10
TAYLOR, CRAIG	11:35:43												3	28
VALDEZ, JUAN	20:53:02													13
VASQUEZ, MONICA	6:06:52													
WHITE, TERRY	16:04:09												3	17
												Total	72	672

\* = Admin

Dispatch Committed Time														
911 Phone Calls														237
3700 Phone Calls														2489
DP General Phone Calls*														78:37:52
Radio Transmissions														9871

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

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PMC0662	Tou/Pri	13	\$ 18,000.00	Stolen from Repair	19-Jan
2	SFG4671	BMW X5	7	\$ 32,000.00	Fugitive Previous	28-Jan
3	RRB9905	Ford/Van	19	\$ 16,000.00	On Tow Truck	1-Feb
4	PRP8014	Toy/High	21	\$ 24,000.00	Fraud	17-Feb
5	35394Y	Merz	1	\$ 24,000.00	HPD-case	22-Feb
6	NDD4115	BMW328	8	\$ 31,500.00	Fraud	6-Mar
7	DRM8516	NissAlt	19	\$ 21,000.00		7-Apr
8	SNT5450	GMC 1500	14	\$ 26,000.00		19-Apr
9	LYG558	Nissan	19	\$ 14,000.00	Fugitive/Drugs	28-Apr
10	GLN0746	GMC Yukor	16	\$ 18,000.00		1-May
11	JRC3494	Porche	13	\$ 32,000.00	Fugitive	8-May
12	3A0A447	Hyundai	19	\$ 11,000.00	Fugitive	13-May
13	PYY0493	Hyundai	7	\$ 18,000.00		19-May
14	LKW5687	Ford Esc	2	\$ 11,000.00		8-Jun
15	PXF8499	Dodge P/U	21	\$ 16,000.00		11-Jun
16	RTV0092	Hyndi	13	\$ 14,000.00	Meth	24-Jun
17	SVW7775	Suburb	21	\$ 35,000.00		30-Jun
18	3554581	Honda Acd	24	\$ 22,000.00	Fraud/fugitives	26-Jul
19	9PCYC	Olds	13	\$ 9,000.00	Fraud	5-Aug
20	HUJ5922	HYUN Vel	21	\$ 11,000.00		8-Aug
21	26D243A	Chev 1500	27	\$ 2,000.00		9-Aug
22	SDZ1804	Red VW	13	\$ 26,000.00	Auto Thieves	11-Aug
23	SFF3401	Grey VW	Woaks	\$ 30,000.00	Auto Thieves/Gang	11-Aug
24	4B7962F	Ford Foc	21	\$ 11,000.00	Fugitive/Drugs	23-Aug
25	AL38296	Uhaul	23	\$ 32,000.00	Fraud	27-Aug
26	RXN1895	ChevTrax	2	\$ 14,000.00		23-Sep
27	TJG1131	Niss Alt	23	N/A	Repo-Multi	3-Oct
28	RLF3497	Ford Van	19	\$ 21,000.00	Fraud	16-Oct
29	LG89296	ChevSonic	13	\$ 16,000.00	Burglary	18-Oct
30	TFB8022	HyunTUC	20	\$ 12,000.00		15-Nov
31	SLF2117	Ford F350	19	\$ 43,000.00		12-Dec
32	PYW2426	GMC Sierra	16	\$ 14,000.00	Fraud	10-Dec
33	RXG9961	Merz	28	\$ 22,000.00		22-Dec

Plate Recoveries					
Plate Recove	Date	Links	Plate Reco	Date	Links
SFG9342	1/12/2023	Owner	MWCRLN	8/15/2023	Owner
RDM8571	1/18/2023	Cited	GCD1760	8/16/2023	Cited
KKV5316	1/18/2023	Owner	4B7962F	8/25/2023	Cited
NDD9473	2/17/2023	Cited	PRW94419	9/5/2023	Cited
RMW2202	2/23/2023	Owner	TATDKAT	9/25/2023	Owner
RG88499	2/24/2023	Owner	TID4541	10/5/2023	Owner
RZK6901	3/8/2023	Arrested	598NMM	10/8/2023	Cited
OB1159K	4/18/2023	Cited	LBG9296	10/18/2023	Arrested
LLC9151	4/21/2023	Owner	906EVT	10/19/2023	Cited
NKH9972	5/17/2023	Owner	4B0100H	10/19/2023	Cited
ZB0644F	5/18/2023	Cited	CDL2064	10/25/2023	Owner
SVH7417	5/20/2023	Owner	5B4230J	11/15/2023	Cited
PGN223	5/24/2023	Owner	SYF0249	12/10/2023	Owner
72054CO	5/25/2026	Cited			
HSL0283	6/2/2023	Owner			
RNT6220	6/22/2023	Cited			
2B3401K	6/23/2023	Cited			
SKY3033	7/2/2023	Owner			
3B9213E	7/20/2023	Victim/swap			
3M8386Z	8/5/2023	Stolen/Dupe			
SNZ9391	8/5/2023	Owner			
BS8K522	8/8/2023	Cited			

Firearm in vehicle      Vehicle found to be Stolen  
Temp Tag

Located but Fled									
Date	Plate	Camera		Date	Plate	Camera	Date	Plate	Camera
16-Jan	IN D19211	21		16-Aug	LFD4670	27	27-Sep	KIA	13
4-Feb	LJL2527	21		19-Aug	LYH5271	23	24-Nov	JTD3321	5
23-Apr	PZY1260	Hed		28-Aug	SNT0018	16			
23-Apr	1BF9105	8		8-Sep	179ENU	8			
3-Jun	MPR7295	1		10-Sep	3742X63	21			
16-Jun	3364G79	19		15-Sep	SNT0018	22			

Runaways/Missing			
3/3/2023	RZY8999	21	Juvenile Runaway
12/25/2023	FMD7726	21	Missing
12/30/2023	BT6C061	13	Danger to self

20 of 33 involved in other crimes = 61%

**HOT List Hits Other Agencies**

2/9/2023	98BGQN	9	Fugitives
5/26/2023	SGH4365	6	Burglars
6/4/2023	SVM4611	13	Burglars
6-Jun		24	larceny
26-Jun	GBW3672	19	Forgery
22-Sep	TFG6407	27	Theft

ALPR Stops Located not Reported as Recovered			
Plate	ALPR	Agency	Date
SFG9342	19	HPD	11-Jan
KKP9539	1	HPD	26-Jan
PBB6385	13	HPD	30-Jan
RXN2712	21	Southside	9-Feb
RZY1469	8	HPD	6-Mar
HSL0283	7	HPD	3-Jun
RTY9029	6	HPD	4-Jun
HZY2942	6	HPD	14-Jun
PYX7001	19	HPD	22-Jun
LD20876	8	Edinberg	25-Jun
HHP9296	19	HPD	3-Sep
LJL8583	7	HPD*	24-Sep
HVM7961	19	HPD	9-Nov
25945DV	19	HPD	25-Dec
SNT1392	8	HPD	26-Dec

\* HPD never showed up to meet w/victim

Program Summary			
2023 Value	\$ 646,500.00	Recovered	33
2022 Value	\$ 1,733,000.00	Recovered	74
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
<b>Program Total</b>	<b>\$ 5,648,601.00</b>		<b>265</b>

INVESTIGATIVE LEADS/Solves							
Crime	Plate	Date	ALPR	Crime	Plate	Date	ALPR
Package Theft	BLN9367	29-Jan	#29	Theft	BHX3325	5/1/2023	5
Dumping of Concrete	261	7-Jan	#4	BMV	RKV2934	5/13/2023	19
Hotlist	98BBGQN	9-Feb	#9	BMV	SLD2033	5/19/2023	23
BMV's	LGD4601	10-Feb	#19	BMV x2	BS8B122	6/1/2023	14
Missing Person	RZY8999	3-Mar	#8	BOHX2 eluding	SNX4159	6/7/2023	19
Missing Person	MVC4443	5-Mar	#21	BMVx2	SNT1008	6/30/2023	19
Theft	692227C3	7-Mar	#19	BMV	SMY1888	8/9/2023	Woaks
Missing person	BZ92064	28-Mar	#21	Package Thefts	DGH5917	8/11/2023	19
Juggling	PYT9426	3/21/2023	#14	Missing Person	SLB6399	8/15/2023	7
BMV's	NDG7754	25-Mar	US Coins	Fraud	RZJ4503	9/29/2023	13
Theft	RXR5074	7-Apr	#11	Fraud	RKS2748	9/27/2023	16
BMV's	HDN7572	17-Apr	#20	Mail Theft		10/18/2023	
BMV	SLD2033	21-Apr	#7	Food Theft		10/18/2023	
Poss Abduction*	Multi	28-Apr	#14	FSGI		10/25/2023	

\* ALPR used to prove false report



# January 2024

## ALPR REPORT



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

# 2024 ALPR Data Report

## Plate Reads Summary

Total Plate Reads:

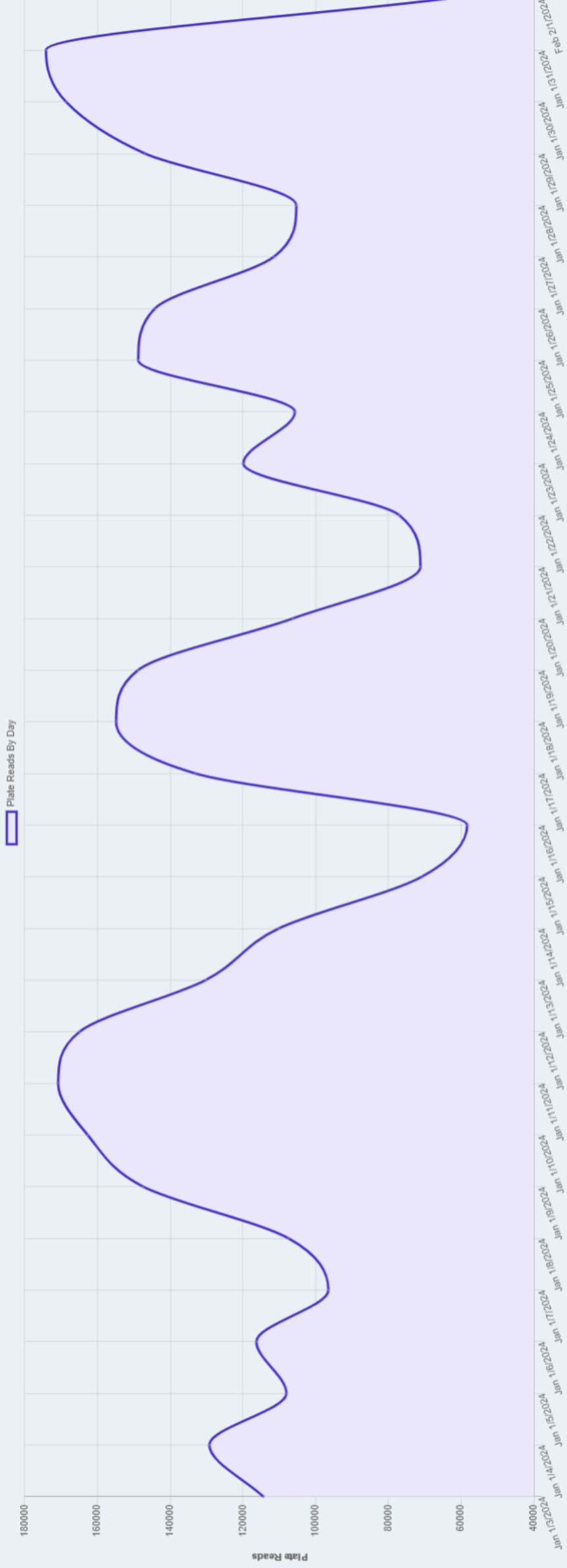
3,667,449

[Download CSV](#)

Devices (34) ▾

[Search](#)

Jan 1 – Jan 31



## Unique Plate Reads Summary

Total Unique Plate Reads:

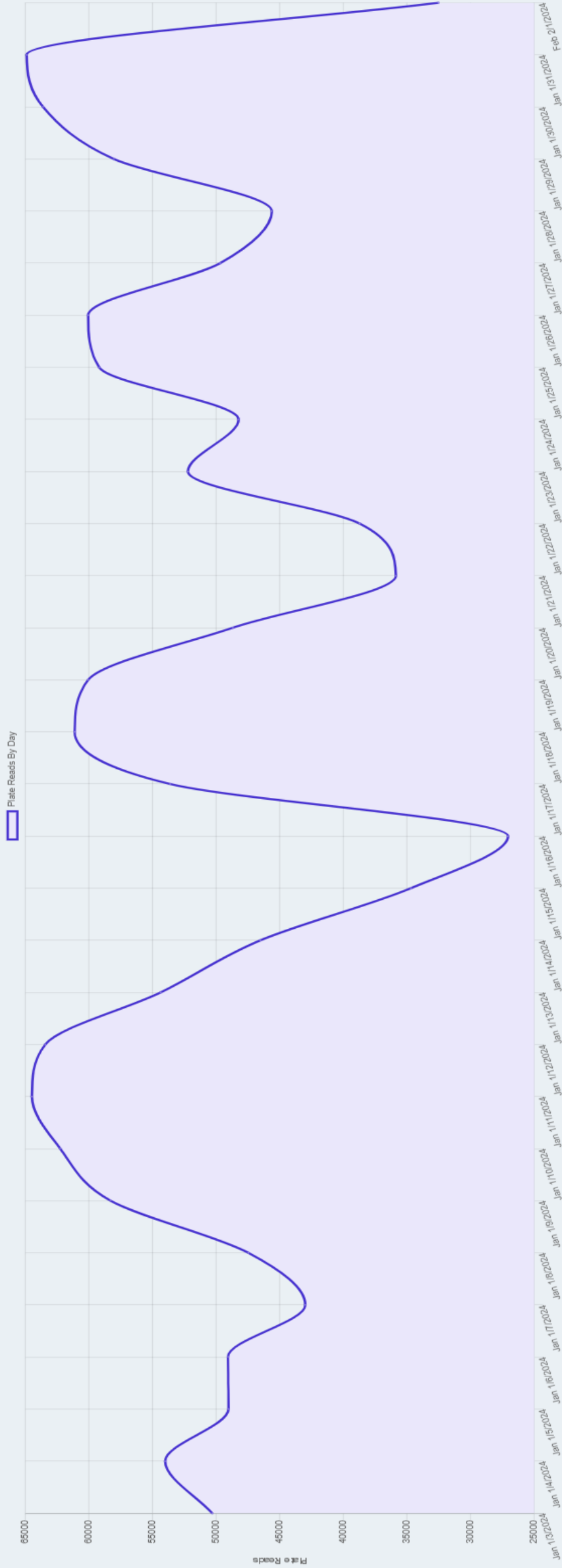
480,938

[Download CSV](#)

Jan 1 – Jan 31

Devices (34)

[Search](#)



# All Categories

## Hits Report

01/02/2024 To... 02/01/2024

Search

Select a date range up to 31 days

DOWNLOAD CSV

Topics (15) ▾

Devices (34) ▾

Total Hits: 160

Hits By Day



# Top 7 Categories

## Hits Report

01/01/2024 To... 01/31/2024

[Download CSV](#)

Topics (7)

Total Hits: 134



# Sex Offenders

## Hits Report

01/01/2024 To... 01/31/2024

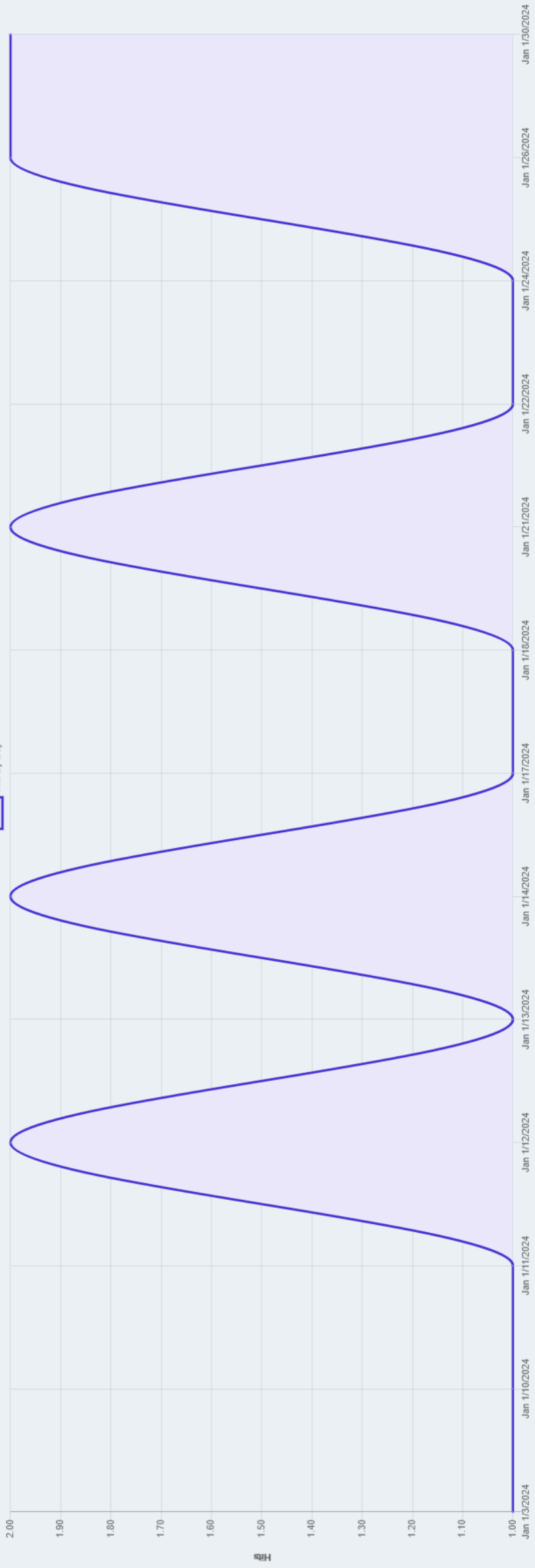
Select a date range up to 31 days

Topics (1) ▾

Devices (34) ▾

Total Hits: 18

Hits By Day





# Summary Report

## Insights Dashboard



**Device Sharing**  
Shared with  
Lewisville TX PD,  
Sansom Park TX PD,  
and 330 others

Access Levels  
Search  
Hotlist Tool Access

**Device Status**

**34 / 34** **Devices Online**

[Previous Device](#) [Next Device](#)

Device Name	Battery	Latency
#01 Inbound, Riverview Way, EB	99%	17.02 s

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

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

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

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road  
 Memorial Manor NA Lindenwood/Memorial

Greyton Lane NA  
 Calico NA  
 Windemere NA  
 Mott Lane

Kensington NA  
 Stillforest NA

Farnham Park  
 Riverbend NA

Pinewood NA  
 Hampton Court

Bridlewood West NA  
 N Kuhlman NA

Longwoods NA  
 Memorial City Mall - 22

Yellow = Bunker Hill

Green = Piney Point

Red = Hunters Creek

Blue = MVPD Mobile

Purple = Privately Owned Systems



Total 'Plate Reads' by 'Device Name'

Row Labels	Sum of Plate Reads
#29 - Riverbend Main Entrance δΥ'ϵ	5429
#01 Inbound, Riverview Way, EB	5530
#15 Hunters Creek Dr SB at I-10 δΥ'ι	6313
Strey NB at Memorial δΥ''ϵ	18365
#32 WB Greenbay @ Memorial Dr	21677
#25 - NB Bunker Hill x Memorial δΥ''ϵ	25130
#11 Greenbay St EB at Piney Point Rd	34194
#26 - SB Hedwig x Beinhorn	46923
#27 Unit 181 Blalock S/B at Taylorcrest	47575
#16 Memorial Dr WB at E Creekside Dr δΥ'ι	64372
#06 Taylorcrest Rd WB at Flintdale	64708
#05 Bunkerhill Rd SB at Taylorcrest	73585
#10 On Memorial Dr EB from San Felipe	77291
#09 N Piney Point Rd at Memorial Dr	79492
#14 Beinhorn Rd WB at Pipher	88812
#18 Memorial Dr EB at Voss δΥ'ι	93313
#31 EB Memorial Dr near Tealwood	106222
#17 Memorial Dr WB at Voss δΥ''ϵ	110547
#19 - SB Voss x Old Voss (Lane 1)	122908
#28 MVPD Station S/B Memorial Drive	128483
#24 - NB Blalock x Memorial	128875
#07 Memorial Dr EB at Briar Forest δΥ'ι	143203
#02 Memorial Dr EB at Gessner	153244
#04 Memorial Dr NB at Briar Forest δΥ''ϵ	165950
#20 - SB Voss x Old Voss (Lane 2)	171075
#12 Piney Point Dr SB at Gaylord	182693
#08 2200 S Piney Point Rd NB at City Limit	191476
#01 Gessner SB at Frostwood Elementary δΥ'ι	206933
#13 NB Gessner Rd	207534
#23 - WB San Felipe x Buffalo Bayou	236327
#21 - NB Voss x Magnolia Bend (Lane 1)	320535
#22 - NB Voss x Magnolia Bend (Lane 2)	342521
<b>Grand Total</b>	<b>3671235</b>

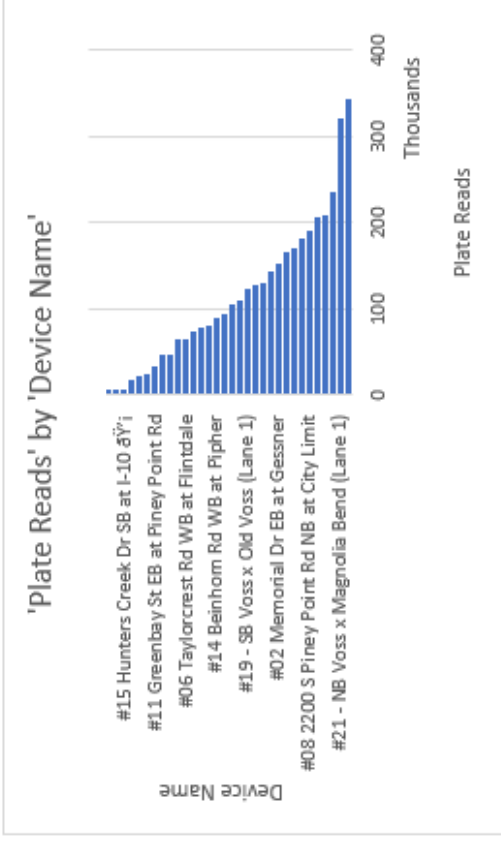


Plate Reads By Location

# Hits By Camera

Total 'Hits' by ' Device Name'

Row Labels	Sum of Hits
#14 Beinhorn Rd WB at Pipher	21
#22 - NB Voss x Magnolia Bend (Lane 2)	18
#21 - NB Voss x Magnolia Bend (Lane 1)	15
#12 Piney Point Dr SB at Gaylord	12
#13 NB Gessner Rd	9
#18 Memorial Dr EB at Voss δΥ'i	9
#01 Gessner SB at Frostwood Elementary δΥ'i	6
#17 Memorial Dr WB at Voss δΥ"CE	6
#24 - NB Blalock x Memorial	5
#04 Memorial Dr NB at Briar Forest δΥ"CE	5
#16 Memorial Dr WB at E Creekside Dr δΥ'i	4
#07 Memorial Dr EB at Briar Forest δΥ'i	3
#01 Inbound, Riverview Way, EB	3
#02 Memorial Dr EB at Gessner	2
#19 - SB Voss x Old Voss (Lane 1)	2
#26 - SB Hedwig x Beinhorn	2
#08 2200 S Piney Point Rd NB at City Limit	2
#32 WB Greenbay @ Memorial Dr	2
#06 Taylorcrest Rd WB at Flintdale	2
#31 EB Memorial Dr near Tealwood	1
Strey NB at Memorial δΥ"CE	1
#20 - SB Voss x Old Voss (Lane 2)	1
#27 Unit 181 Blalock S/B at Taylorcrest	1
#23 - WB San Felipe x Buffalo Bayou	1
#28 MVPD Station S/B Memorial Drive	1
<b>Grand Total</b>	<b>134</b>

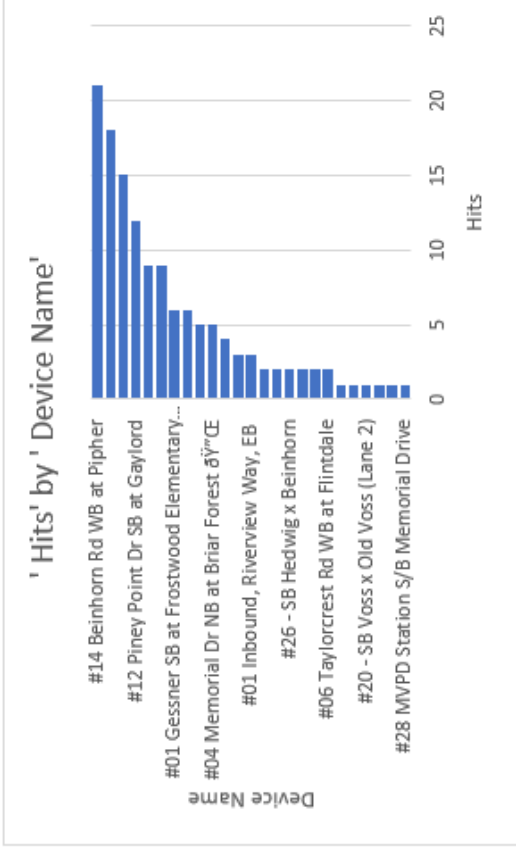
Total Reads – 3,668,615

Unique Reads – 480,938

Hits- 183

7 Top Hit 134

- Hotlist - 4
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Amber
- Priority Restraining Order





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

### January 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>250</b>	<b>250</b>	Jan	174	4:19
Allergic Reaction	2	2	Feb		
Automatic Aid	3	3	Mar		
Automatic Aid- Apartment Fire	13	13	Apr		
Automatic Aid- Building Fire	4	4	May		
Automatic Aid- Elevator Rescue	3	3	Jun		
Automatic Aid- Entrapment MVC	1	1	Jul		
Automatic Aid- Gas Leak	1	1	Aug		
Carbon Monoxide Detector No Symptoms	2	2	Sep		
Cardiac/Respiratory Arrest	1	1	Oct		
Check a Noxious Odor	2	2	Nov		
Check for the Smell of Natural Gas	2	2	Dec		
Check for the Smell of Smoke	2	2		174	4:19
Chest Pain	3	3			
Choking	1	1			
Diabetic Emergency	1	1			
Difficulty Breathing	9	9			
Elevator Rescue	1	1			
Fall Victim	10	10			
Fire Alarm Business	8	8			
Fire Alarm Church or School	10	10			
Fire Alarm Residence	36	36			
Gas Leak	3	3			
Heart Problems	8	8			
Heat/Cold Exposure	1	1			
Hemorrhage/Laceration	1	1			
House Fire	2	2			
Injured Party	4	4			
Medical Alarm	6	6			
Motor Vehicle Collision	23	23			
Object Down in Roadway	6	6			
Oven/Appliance Fire	1	1			
Overdose/Poisoning	1	1			
Possible D.O.S.	1	1			
Powerlines Down Arcing/Burning	3	3			
Pregnancy/ Childbirth	1	1			
Psychiatric Emergency	3	3			
Seizures	4	4			
Service Call Non-emergency	14	14			
Shooting/Stabbing	1	1			
Sick Call	21	21			
Smoke in Business	1	1			
Smoke in Residence	1	1			
Stroke	5	5			
Transformer Fire	3	3			
Traumatic Injury	1	1			
Unconscious Party/Syncope	14	14			
Unknown Medical Emergency	1	1			
Vehicle Fire	4	4			
Wash Down	1	1			



Village Fire Department  
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### January 2024 Summary - Bunker Hill

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>26</b>	<b>26</b>	Jan	17	5:15
Check for Noxious Odor	1	1	Feb		
Check for the Smell of Natural Gas	2	2	Mar		
Fire Alarm Church or School	3	3	Apr		
Fire Alarm Residence	7	7	May		
Heart Problems	1	1	Jun		
Injured Party	1	1	Jul		
Motor Vehicle Collision	2	2	Aug		
Object Down in Roadway	1	1	Sep		
Seizures	1	1	Oct		
Service Call Non-emergency	2	2	Nov		
Sick Call	2	2	Dec		
Smoke in Residence	1	1		17	5:15
Unconscious Party/Syncope	1	1			
Vehicle Fire	1	1			



Village Fire Department  
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### January 2024 Summary - Hedwig

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>47</b>	<b>47</b>	Jan	45	2:58
Allergic Reaction	1	1	Feb		
Check for the Smell of Smoke	1	1	Mar		
Chest Pain	2	2	Apr		
Difficulty Breathing	3	3	May		
Elevator Rescue	1	1	Jun		
Fall Victim	2	2	Jul		
Fire Alarm Business	4	4	Aug		
Fire Alarm Church or School	1	1	Sep		
Fire Alarm Residence	1	1	Oct		
Heart Problems	2	2	Nov		
Heat/Cold Exposure	1	1	Dec		
Injured Party	2	2			
Medical Alarm	1	1			
Motor Vehicle Collision	7	7			
Oven/Appliance Fire	1	1			
Powerlines Down Arcing/Burning	1	1			
Psychiatric Emergency	2	2			
Shooting/Stabbing	1	1			
Sick Call	4	4			
Smoke in Business	1	1			
Unconscious Party/Syncope	6	6			
Vehicle Fire	1	1			
Wash Down	1	1			
				45	2:58



Village Fire Department  
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### January 2024 Summary - Hilshire

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>4</b>	<b>4</b>	Jan	3	4:34
Difficulty Breathing	1	1	Feb		
Fall Victim	1	1	Mar		
Fire Alarm Business	1	1	Apr		
Stroke	1	1	May		
			Jun		
			Jul		
			Aug		
			Sep		
			Oct		
			Nov		
			Dec		
				3	4:34





Village Fire Department  
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### January 2024 Summary - Hunters Creek

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>52</b>	<b>52</b>	<b>Jan</b>	<b>40</b>	<b>5:03</b>
Check a Noxious Odor	1	1	<b>Feb</b>		
Check for the Smell of Smoke	1	1	<b>Mar</b>		
Chest Pain	1	1	<b>Apr</b>		
Choking	1	1	<b>May</b>		
Diabetic Emergency	1	1	<b>Jun</b>		
Fall Victim	5	5	<b>Jul</b>		
Fire Alarm Business	2	2	<b>Aug</b>		
Fire Alarm Residence	13	13	<b>Sep</b>		
Heart Problems	1	1	<b>Oct</b>		
Injured Party	1	1	<b>Nov</b>		
Medical Alarm	3	3	<b>Dec</b>		
Motor Vehicle Collision	3	3		<b>40</b>	<b>5:03</b>
Object Down in Roadway	1	1			
Overdose/Poisoning	1	1			
Seizures	1	1			
Service Call Non-emergency	5	5			
Sick Call	5	5			
Stroke	1	1			
Transformer Fire	1	1			
Unconscious Party/Syncope	4	4			



Village Fire Department  
 901 Corbindale Rd  
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### January 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>44</b>	<b>44</b>	Jan	23	4:59
Difficulty Breathing	2	2	Feb		
Fall Victim	1	1	Mar		
Fire Alarm Church or School	5	5	Apr		
Fire Alarm Residence	13	13	May		
Gas Leak	3	3	Jun		
Hemorrhage/Laceration	1	1	Jul		
Medical Alarm	2	2	Aug		
Motor Vehicle Collision	1	1	Sep		
Object Down in Roadway	3	3	Oct		
Possible D.O.S.	1	1	Nov		
Powerlines Down Arcing/Burning	2	2	Dec		
Service Call Non-emergency	4	4		23	4:59
Sick Call	2	2			
Stroke	2	2			
Transformer Fire	1	1			
Traumatic Injury	1	1			



Village Fire Department  
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### January 2024 Summary - Spring Valley

Call/Incident Type/Detail	Jan	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>49</b>	<b>49</b>	<b>Jan</b>	46	4:17
Allergic Reaction	1	1	<b>Feb</b>		
Carbon Monoxide Detector No Symptoms	2	2	<b>Mar</b>		
Cardiac/Respiratory Arrest	1	1	<b>Apr</b>		
Difficulty Breathing	3	3	<b>May</b>		
Fall Victim	1	1	<b>Jun</b>		
Fire Alarm Business	1	1	<b>Jul</b>		
Fire Alarm Residence	2	2	<b>Aug</b>		
Heart Problems	4	4	<b>Sep</b>		
House Fire	2	2	<b>Oct</b>		
Motor Vehicle Collision	10	10	<b>Nov</b>		
Object Down in Roadway	1	1	<b>Dec</b>		
Pregnancy/ Childbirth	1	1			
Psychiatric Emergency	1	1			
Seizures	2	2			
Service Call Non-emergency	1	1			
Sick Call	8	8			
Transformer Fire	1	1			
Stroke	1	1			
Unconscious Party/Syncope	3	3			
Unknown Medical Emergency	1	1			
Vehicle Fire	2	2			
				46	4:17

**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 Feb. 8, 2024 for the Feb. 27, 2024 meeting.

Mayor and Council,

Please find attached the Building Officials Monthly Report for Jan. 2024.

Thank You,

Henry Rivas  
Building Official



**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	16	\$10,104	0	11	\$2,430	30	\$4,665	57	\$17,199	\$2,064
<b>Total</b>	<b>386</b>	<b>\$392,230</b>	<b>23</b>	<b>257</b>	<b>\$50,553</b>	<b>492</b>	<b>\$86,650</b>	<b>1,135</b>	<b>\$529,163</b>	<b>\$55,154,414</b>

**City of Hunters Creek Village  
Permit Activity Report (Issued) - 2023**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	22	\$31,336	2	13	\$2,780	35	\$5,495	72	\$39,611	\$6,969,090
February	23	\$29,700	1	14	\$2,520	44	\$7,780	81	\$40,000	\$7,321,012
March	19	\$4,366	0	18	\$3,715	46	\$8,083	83	\$16,164	\$1,575,457
April	26	\$19,632	1	19	\$3,215	29	\$5,560	74	\$28,407	\$6,897,879
May	28	\$8,226	0	15	\$2,630	35	\$7,025	78	\$17,881	\$2,530,920
June	39	\$47,189	3	20	\$4,160	45	\$8,530	102	\$59,879	\$11,302,785
July	30	\$5,141	0	18	\$3,425	37	\$7,430	85	\$15,996	\$1,896,376
August	32	\$36,800	3	17	\$3,700	41	\$8,730	90	\$49,230	\$7,393,723
September	22	\$29,508	1	13	\$1,775	40	\$9,230	75	\$40,513	\$7,338,873
October	29	\$12,670	1	23	\$4,410	68	\$9,525	120	\$26,605	\$5,504,250
November	17	\$25,075	4	9	\$1,250	32	\$5,645	58	\$31,970	\$6,358,537
December	21	\$37,461	3	8	\$2,205	19	\$3,820	48	\$43,486	\$6,171,025
<b>Total</b>	<b>308</b>	<b>\$287,105</b>	<b>19</b>	<b>187</b>	<b>\$35,785</b>	<b>471</b>	<b>\$86,853</b>	<b>966</b>	<b>\$409,743</b>	<b>\$71,259,927</b>

**City of Hunters Creek Village  
Permit Activity Report (Issued) - 2024**

Month	Building			Electrical		Mech & Plumbing		Total		Valuation
	# Issued	\$ Fees	# New Res	# Issued	\$ Fees	# Issued	\$ Fees	# Issued	\$ Fees	\$
January	17	\$5,092	0	14	\$2,705	25	\$5,130	56	\$12,928	\$1,374,287
February										
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
<b>Total</b>	<b>17</b>	<b>\$5,092</b>	<b>0</b>	<b>14</b>	<b>\$2,705</b>	<b>25</b>	<b>\$5,130</b>	<b>56</b>	<b>\$12,928</b>	<b>\$1,374,287</b>

**City of Hunters Creek Village  
Inspection Activity Report - 2023**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
Month					
January	187	152	81.3%	35	18.7%
February	174	147	84.5%	27	15.5%
March	236	226	95.8%	10	4.2%
April	154	131	85.1%	23	14.9%
May	175	150	85.7%	25	14.3%
June	175	154	88.0%	21	12.0%
July	246	199	80.9%	47	19.1%
August	250	213	85.2%	37	14.8%
September	219	192	87.7%	27	12.3%
October	178	150	84.3%	28	15.7%
November	152	132	86.8%	20	13.2%
December	157	144	91.7%	13	8.3%
Total	2303	1990	86.4%	313	13.6%

**City of Hunters Creek Village  
Inspection Activity Report - 2024**

	Inspections Performed	Inspections Passed	% Passed	Inspections Failed	% Failed
Month					
January	136	114	83.8%	22	16.2%
February			#DIV/0!		#DIV/0!
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
Total	136	114	83.8%	22	16.2%

# Inspections with Odometer Readings, by Inspector and Vehicle

Feb 7, 2024 3:30 PM  
Henry Rivas  
City of Hunters Creek Village

Date Range (inclusive): **Mon Jan 01 2024 to Wed Jan 31 2024**  
Inspection Department: **Building Permit Inspections**

BBG Consulting, Inc (BBG )								
Odometer	Permit #	Address	Insp Type	Date	Reinsp?	Reinsp Fee?	Result	Correction Notes
<b>Vehicle ID:</b>								
	202300987	205 FLEETWAY DR	ET-Pole	1/2/24		No	Pass	
	202300655	1005 River Bend Drive	E Final	1/3/24		No	Pass	
	202300664	4 SADDLE CRK	P Final	1/3/24	Y	No	Pass	[ Entered 12/21/2023 by BBG ]: Failed; No access  [ Entered 9/21/2023 by BBG ]: Disapproved-Pumps must be operational
	202300668	1005 River Bend Drive	P Final	1/3/24		No	Pass	
	202300756	1005 River Bend Drive	E Final	1/3/24		No	Pass	
	202300839	610 Saddlewood Lane	E Final	1/3/24		No	Pass	
	202300840	610 Saddlewood Lane	P Final	1/3/24		No	Pass	
	202300846	510 LINDENWOOD DR	E Final	1/3/24		No	Pass	
	202300894	510 LINDENWOOD DR	P Final	1/3/24		No	Pass	
	202300958	11007 Hedwig Green	P UnderG	1/3/24		No	Pass	
	202300958	11007 Hedwig Green	P Sewer	1/3/24		No	Pass	
	202200915	514 Wellesley Drive	Gas Test	1/4/24		No	Pass	

	202300649	713 Camelot Lane	Insulation	1/4/24		No	Pass	
	202300745	806 KUHLMAN RD	H-Strap	1/4/24		No	Pass	
	202300923	10709 Old Coach Ln	TCI	1/4/24		No	Pass	
	202300923	10709 Old Coach Ln	E Final	1/4/24		No	Pass	
	202300072	514 Wellesley Drive	M Hood V	1/5/24		No	Pass	
	202300829	10914 WALWICK DR	P TO/Rough	1/5/24		No	Pass	
	202300876	8423 Hunters Creek Dr	P TO/Rough	1/5/24		No	Pass	
	202300928	10914 WALWICK DR	M Hood V	1/5/24		No	Pass	
	202300479	423 THAMER LN	P Final	1/8/24		No	Pass	
	202300479	423 THAMER LN	P Rgh/P-T/VCBK	1/8/24		No	Pass	
	202300685	713 Camelot Lane	Shower Pan	1/8/24		No	Pass	
	202300703	620 Shartle Circle	E Final	1/8/24		No	Pass	
	202300197	10610 N Evers Park Drive	Shower Pan	1/9/24		No	Pass	
	202300560	10420 Memorial Drive	E TCI	1/9/24		No	Pass	
	202300727	10803 Beinhorn Rd	P TO/Rough	1/9/24		No	Pass	
	202300911	701 Creekside Lane	P Final	1/9/24		No	Pass	
	202300933	620 Shartle Circle	P Final	1/9/24		No	Pass	
	202300933	620 Shartle Circle	VCBK	1/9/24		No	Pass	
	202300984	8423 Hunters Creek Dr	M Rough	1/9/24		No	Pass	
	202300782	701 Creekside Lane	E Final	1/10/24		No	Pass	
	202300782	701 Creekside Lane	E TCI	1/10/24	Y	No	Pass	[ Entered 10/5/2023 by BBG ]: Fail; no access
	202300807	879 Country Ln	E Final	1/10/24		No	Pass	
	202300808	879 Country Ln	P Final	1/10/24		No	Pass	
	202400009	307 Hunters Trail St	ET-Pole	1/10/24		Yes	NC	Failed - Not ready



	202400010	311 Hunters Trail St	ET-Pole	1/10/24		Yes	NC	Failed - Not ready
	202300485	514 Wellesley Drive	F Post Hole	1/11/24	Y	No	Pass	
	202300842	10802 Oak Hollow St	I Trench	1/11/24		No	Pass	
	202300842	10802 Oak Hollow St	I Final	1/11/24		No	Pass	
	202300869	8423 Hunters Creek Dr	E Rough	1/11/24		No	Pass	
	202400005	10910 Bridgewood St	E Underg	1/11/24		No	Pass	
	202300403	671 SHARTLE CIR	Gas Test	1/12/24		No	Pass	
	202300403	671 SHARTLE CIR	P Final	1/12/24		No	Pass	
	202300403	671 SHARTLE CIR	P Rgh/P-T/VCBK	1/12/24		No	Pass	
	202300404	671 SHARTLE CIR	E Final	1/12/24		No	Pass	
	202300491	423 THAMER LN	E Final	1/12/24		No	Pass	
	202300713	551 Three Corners Dr	P Final	1/12/24		No	Pass	
	202300746	734 Camelot Ln	P Final	1/12/24		Yes	NC	Failed - Gates, do not self close and latch. Door alarms not installed
	202400002	10803 Beinhorn Rd	M Rough	1/12/24		No	Pass	
	202400015	911 OAK VALLEY DR	P Layout	1/12/24		No	Pass	
	202300484	1122 Riverbend Drive	P Final	1/15/24		Yes	NC	not approved-no water at utility sink
	202300913	1014 River Glyn Dr	P Final	1/15/24		Yes	NC	not approved-no access
	202400001	322 Ripple Creek Dr.	Demo F	1/15/24		No	Pass	
	202400009	307 Hunters Trail St	ET-Pole	1/15/24	Y	No	Pass	[ Entered 1/10/2024 by BBG ]: Failed - Not ready
	202400010	311 Hunters Trail St	ET-Pole	1/15/24	Y	No	Pass	[ Entered 1/10/2024 by BBG ]:

								Failed - Not ready
	202100382	2 Bridlewood Ct	Gas Test	1/17/24		No	Pass	
	202300045	10618 Gawain Ln	E Final	1/17/24		No	Pass	
	202300457	714 HUNTERS GROVE LN	P TO/Rough	1/17/24		Yes	NC	Failed - No test on DWV
	202300484	1122 Riverbend Drive	P Final	1/17/24	Y	No	Pass	[ Entered 1/15/2024 by BBG ]: not approved- no water at utility sink
	202300862	1000 River Bend Drive	TCI	1/17/24		No	Pass	
	202300896	701 Creekside Lane	E Underg	1/17/24		No	Pass	
	202300896	701 Creekside Lane	TCI	1/17/24		No	Pass	
	202300896	701 Creekside Lane	E Final	1/17/24		No	Pass	
	202300913	1014 River Glyn Dr	P Final	1/18/24	Y	No	Pass	[ Entered 1/15/2024 by BBG ]: not approved- no access
	202300928	10914 WALWICK DR	M Rough	1/18/24	Y	No	Pass	[ Entered 1/5/2024 by henry ]: Fail; 1. Strap return duct in attic area. 2. Fire block all air chases. 3. Replace braces that were removed for attic equipment.
	202400012	10611 TWELVE OAKS DR	F Post Hole	1/19/24		No	Pass	
	202400014	10611 Twelve Oaks Drive	I Trench	1/19/24		No	Pass	
	202400014	10611 Twelve Oaks Drive	I Final	1/19/24		No	Pass	
	202400015	911 OAK VALLEY DR	P Steel/Piping	1/19/24		No	Pass	

	202400020	3 SADDLE CRK	P UnderG	1/19/24		No	Pass	
	202300315	10803 Timberglen Dr	E Underg	1/22/24		No	Pass	
	202300315	10803 Timberglen Dr	TCI	1/22/24		No	Pass	
	202300315	10803 Timberglen Dr	E Final	1/22/24		No	Pass	
	202200764	10611 Twelve Oaks Drive	Gas Test	1/23/24		No	Pass	
	202300969	517 WELLESLEY DR	I Trench	1/23/24		Yes	NC	Disapproved-Unable to locate backflow preventer
	202300969	517 WELLESLEY DR	I Final	1/23/24		No	NC	Disapproved-Unable to locate backflow preventer
	202400019	709 Kuhlman Road	M Final	1/23/24		No	Pass	
	202400006	9 Saddlewood Estates Drive	FD Steel	1/24/24		No	Pass	
	202400020	3 SADDLE CRK	P Final	1/24/24		No	Pass	
	202300486	10618 Gawain Ln	F Final	1/25/24		No	Pass	
	202400041	123 Willowend Dr	E Rough	1/25/24		No	Pass	
	202300579	620 Shartle Circle	P Final	1/26/24		No	Pass	
	202400029	640 Pifer Road	P Final	1/26/24		No	Pass	
	202300198	771 Kuhlman Rd	M Hood V	1/29/24		No	Pass	
	202300873	10914 WALWICK DR	E Rough	1/29/24		No	Pass	
	202300915	10910 MELODY LN	H-Strap	1/29/24		No	Pass	
	202400018	249 Bryn Mawr Circle	Re-Roof	1/29/24		No	Pass	
	202400021	643 Shartle Circle	E Underg	1/29/24		No	Pass	
	202400022	643 Shartle Circle	P UnderG	1/29/24		No	Pass	
	202400027	11014 Huntwyck Drive	F Post Hole	1/29/24		No	Pass	
	202400032	8 Pinewood Circle	P Layout	1/29/24		No	Pass	

	202400040	123 Willowend Dr	P TO/Rough	1/29/24		No	Pass	
	202400042	7 Long Timbers Trail	Frame	1/29/24		No	Pass	
	202400044	10923 Wickline Drive	ET-Pole	1/29/24		Yes	NC	Failed - Gate locked no access
	202300534	10618 Gawain Ln	DW Final	1/30/24		No	Pass	
	202300946	10926 Walwick Drive	M Final	1/30/24		No	Pass	
	202300969	517 WELLESLEY DR	I Trench	1/30/24	Y	No	NC	Failed; Backflow device is not installed.  [ Entered 1/23/2024 by BBG ]: Disapproved- Unable to locate backflow preventer
	202400021	643 Shartle Circle	TCI	1/30/24		No	Pass	
	202400021	643 Shartle Circle	E Final	1/30/24		No	Pass	
	202400030	10803 Beinhorn Rd	E Rough	1/30/24		No	Pass	
	202400040	123 Willowend Dr	Shower Pan	1/30/24		No	Pass	
	202400043	634 Saddlewood Lane	P UnderG	1/30/24		No	Pass	
	202400043	634 Saddlewood Lane	P TO/Rough	1/30/24		No	Pass	
	202200556	10602 Tarleton Drive	P Final	1/31/24		No	Pass	
	202200578	10602 Tarleton Drive	M Final	1/31/24		No	Pass	
	202300857	106 Willowend Dr	E Underg	1/31/24		No	Pass	
	202300857	106 Willowend Dr	TCI	1/31/24		No	Pass	
	202300858	106 Willowend Dr	P UnderG	1/31/24		No	Pass	
	202300858	106 Willowend Dr	P GL & GT	1/31/24		No	Pass	

	202400005	10910 Bridgewood St	E Final	1/31/24		No	Pass	
	202400021	643 Shartle Circle	TCI	1/31/24	Y	No	Pass	
	202400021	643 Shartle Circle	E Final	1/31/24	Y	No	Pass	
	202400022	643 Shartle Circle	P GL & GT	1/31/24		Yes	NC	Failed - No gauge present for gas test - Final pending gas test
	202400048	630 Shartle Circle	E Rough	1/31/24		No	Pass	
	202400050	10803 Timberglen Dr	Gas Test	1/31/24		No	Pass	
	202400050	10803 Timberglen Dr	P Final	1/31/24		No	Pass	
	202400050	10803 Timberglen Dr	VCBK	1/31/24		No	Pass	

Inspections	Begin Odometer	End Odometer	Miles	Avg Miles per Inspection
118			0	0.0

Henry Rivas (henry)

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

	202300899	418 RIPPLE CREEK DR	H-Strap	1/4/24		No	NC	Fail; 1. The structure has been completed prior to having these inspections. The contractor may provide an engineer letter that states the structure conforms to the wind design for the area.
	202300899	418 RIPPLE CREEK DR	Frame	1/4/24		No	NC	Fail; 1. The structure has been completed prior to having these inspections. The contractor may provide an engineer letter that states the structure

								conforms to the wind design for the area.
	202300928	10914 WALWICK DR	M Rough	1/5/24		No	NC	Fail; 1. Strap return duct in attic area. 2. Fire block all air chases. 3. Replace braces that were removed for attic equipment.
	202300218	1005 River Bend	Bld-Final	1/9/24		No	NC	Fail; 1. Missing handrail at stairs 2. Exterior walls must be sealed and coated. 3. Missing some air grills.
	202300625	1005 River Bend Drive	Bld-Final	1/9/24		No	NC	Fail; 1. Paint outside walls 2. Missing air grills
	202300925	1014 River Glyn Dr	E Final	1/17/24		No	Pass	
	202300927	2 Bridlewood Ct	P Layout	1/18/24		No	Pass	
	202300512	10803 Beinhorn Rd	FD-Piers	1/19/24		No	Pass	Footing for brick fence along Voss.
	202400016	10910 Bridgewood St	P UnderG	1/26/24		No	Pass	
	202400016	10910 Bridgewood St	P Final	1/26/24		No	NC	Provide gas test on above ground gas line branch
	202300023	10802 Oak Hollow St	M Final	1/29/24		No	NC	Fail; 1. Draft vent in kitchen is not complete. 2. Missing air registers in rear guest room,. 3. Provide min. 1" clearance from combustible

								material on furnace flu pipes. 4. Unable to verify over current protection on condensers. 5. Seal all exterior penetrations of re Fridgerant lines and down draft pipe. 6. Broken exhaust vent in attic left side of house. 7. Outdoor cooking cent hood is missing. 8. Centerpoint turned down gas meter hook up due to leak inside house.
	202300534	10618 Gawain Ln	DW Steel	1/29/24		No	Pass	Approved through provided pictures
	202300941	10911 Kirwick Drive	FD-Piers	1/29/24		No	Pass	
	202300941	10911 Kirwick Drive	Foundation	1/29/24		No	NC	Fail; Foundation not ready
	202400031	8303 Katy Freeway	P Sewer	1/29/24		No	Pass	
	202200859	10618 Gawain Ln	Bld-Final	1/31/24		No	NC	Fail; 1. Remove port-o-let and buidler sign 2. Need 2 trees in front and 4 in rear [only 1 tree in front] 3. Post permanent address number 4. Unable to observe brick lintels, incorrect weep hole spacing; left

								side. 5. Open wires in garage.
	202400031	8303 Katy Freeway	P UnderG	1/31/24		No	Pass	
	202400044	10923 Wickline Drive	ET-Pole	1/31/24	Y	No	Pass	[ Entered 1/29/2024 by BBG ]: Failed - Gate locked no access
<b>Inspections</b>	<b>Begin Odometer</b>		<b>End Odometer</b>		<b>Miles</b>	<b>Avg Miles per Inspection</b>		
<b>18</b>					<b>0</b>	<b>0.0</b>		

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# CITY OF HUNTERS CREEK VILLAGE ENGINEER'S REPORT

Prepared February 21st for the February 27th agenda

## **A. Lindenwood Signal**

1. Still waiting on replacement luminaires. They will be installed soon after delivery.
2. Final closeout payment on this agenda.

## **B. Shasta/Pineland Reconstruction**

1. We have a proposal on the agenda to reconstruct pineland/Shasta/Lindenwood and repair ditches and culverts only. This fee proposal includes additional survey required, Dodson survey and memorial repairs for 2024. We could bid all together in an effort to save money.

## **C. Competitive Sealed Proposal (CSP) Criteria**

1. We made the changes discussed last month. Changes included weighting criteria, proof of bonds, audited financial statements, etc.
2. We have an agenda item to review and consider revisions discussed in the last council meeting.

## **D. Walwick and Willowron Intersection Improvements**

1. Agenda item to close project out. Awarded contract amount equals completed contract amount.

## **E. Outfall 24 (Dodson's Place) Extension**

1. I have discussed placing the pipe in the existing ditch with the homeowner. They are interested, still working out details.
2. We are working on project scope, will have more details at next council meeting.

**CITY OF HUNTERS CREEK VILLAGE, TEXAS  
MINUTES OF THE REGULAR  
CITY COUNCIL MEETING  
January 23, 2024**

The City Council of the City of Hunters Creek Village, Texas held a regular meeting on Tuesday, January 23, 2024, 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.

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Present:	Mayor:	Jim Pappas
	Councilmembers:	Stuart Marks Fidel Sapien Linda Knox Chip Cowell Jay Carlton
	City Administrator:	Tom Fullen
	City Engineer:	Steve Byington
	Building Official:	Henry Rivas
	City Attorney:	Tim Kirwin
	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 6:01 p.m.**

- B. **Rob Adams 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.*

**No Comments.**

- E. 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 – **Howard Miller, Fire Chief, presented this report.**
4. Building Official Monthly Report – **Henry Rivas, Building Official, presented this report.**
5. City Engineer Monthly Report – **Steve Byington, City Engineer, presented this report.**
6. City Administrator Report – **No Report.**
7. Mayor and Council Reports and Comments – **No Report.**

F. 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 December 5, 2023.
2. Approval of the Cash Disbursement Journal for December 2023.
3. Approval of the renewal with Harris County Sheriff's Office for housing city prisoners effective January 1, 2024.

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

**Add item taken out of order.**

G. REGULAR AGENDA

1. Discussion and possible action to approve an ordinance of the City of Hunters Creek Village, Texas for Timothy Kirwin of Kirwin Law Firm, PLLC to be appointed the City Attorney.

***Item taken out of order.***

**Council convened into closed executive session. After Council reconvened into open session, an action was made.**

**Councilmember Marks made a motion to approve an ordinance of the City of Hunters Creek Village, Texas for Timothy Kirwin of Kirwin Law Firm, PLLC to be appointed the City Attorney. Councilmember Knox seconded the motion and the motion carried unanimously.**

2. Discussion and possible action to approve an Ordinance of the City of Hunters Creek Village, Texas, providing for the holding of a General

Election on May 4, 2024, for the purpose of electing three (3) Council Members (Position Nos. 1, 2, and 3); and providing details relating to the holding of the election.

***Item taken out of order.***

**Councilmember Knox made a motion to approve an Ordinance of the City of Hunters Creek Village, Texas, providing for the holding of a General Election on May 4, 2024, for the purpose of electing three (3) Council Members (Position Nos. 1, 2, and 3); and providing details relating to the holding of the election. Councilmember Carlton seconded the motion and the motion carried unanimously.**

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

***Item taken out of order.***

**Item was tabled to next month.**

4. Discussion and possible action to approve an ordinance amending chapter 26 of the code of ordinances of the City of Hunters Creek Village to prohibit the discharge of firearms within the city and to provide an exception for police officers and public officials as necessary to carry out their official duties; providing an effective date; providing a penalty of up to \$500 for each offense; and making other provisions related to the subject.

***Item taken out of order.***

**Item was tabled to next month.**

5. Discussion and possible action regarding the City's 2024 Arbor Day program.

***Item taken out of order.***

**Councilmember Cowell made a motion to approve the City's 2024 Arbor Day program. Councilmember Marks seconded the motion and the motion carried unanimously.**

6. Discussion and possible action to approve an extension for remodel permit 202100216 at 10802 Oak Hollow St.

***Item taken out of order.***

**Councilmember Marks made a motion to approve a 2-month extension at a reduced fee for remodel permit 202100216 at 10802 Oak Hollow St. Councilmember Knox seconded the motion and the motion carried unanimously.**

7. Discussion and possible action to approve an extension for new residence permit 202100314 at 2 Bridlewood Ct.

***Item taken out of order.***

**Councilmember Cowell made a motion to approve a 6-month extension at \$ 4,623.60 for new residence permit 202100314 at 2 Bridlewood Ct. Councilmember Sapien seconded the motion and the motion carried unanimously.**

8. Discussion and possible action to approve a partial refund for permit 202100111 at 517 Wellesley Dr.

***Item taken out of order.***

**Councilmember Knox made a motion to approve a partial refund for permit 202100111 at 517 Wellesley Dr. Councilmember Cowell seconded the motion and the motion carried unanimously.**

9. Discussion and possible action regarding Competitive Sealed Proposal (CSP) criteria.

***Item taken out of order.***

**Item was tabled to next month.**

10. Discussion and possible action to approve Amendment No. 74 to the engineering contract with Cobb Fendley in the amount of \$152,860.00 for Engineering Services associated with the Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction project.

***Item taken out of order.***

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

11. Discussion and possible action to approve Amendment No. 75 to the engineering contract with Cobb Fendley in the amount of \$30,400.00 for

Engineering Services associated with the Lindenwood Drive Outfall No. 24 Extension.

***Item taken out of order.***

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

- H. EXECUTIVE SESSION It is anticipated that all, or a portion of the discussion of the following items, if any, will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on these items until the City Council reconvenes in open session.

**At 7:39 p.m. the mayor announced that the city council was recessing into closed executive session under sections 551.074 of the Texas Open Meetings Act to deliberate on the following item. (Section 551.074 Personnel Matters)**

- 1. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney. (Section 551.074 Personnel Matters)**

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

**Council reconvened into Open Session at 8:05 p.m. No action was taken during the executive session.**

- J. ADJOURNMENT

**At 8:06 p.m., Councilmember Knox made a motion to adjourn. Councilmember Carlton seconded the motion and the motion carried unanimously. The meeting adjourned at 8:06 p.m.**

These minutes were approved on the \_\_\_\_\_ day of February, 2024.

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

ATTEST:

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



City of Hunters Creek Village, TX

# My Check Report

By Check Number

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP DISB ALLEGIANCE-AP POOLED ALLEGIANCE DISBURSEMENT</b>						
0260	THOMAS G FULLEN JR	01/03/2024	Regular	0.00	213.93	34487
	**Void**	01/03/2024	Regular	0.00	0.00	34488
	**Void**	01/03/2024	Regular	0.00	0.00	34489
	**Void**	01/03/2024	Regular	0.00	0.00	34490
	**Void**	01/03/2024	Regular	0.00	0.00	34491
	**Void**	01/03/2024	Regular	0.00	0.00	34492
	**Void**	01/03/2024	Regular	0.00	0.00	34493
	**Void**	01/03/2024	Regular	0.00	0.00	34494
	**Void**	01/03/2024	Regular	0.00	0.00	34495
	**Void**	01/03/2024	Regular	0.00	0.00	34496
	**Void**	01/03/2024	Regular	0.00	0.00	34497
	**Void**	01/03/2024	Regular	0.00	0.00	34498
	**Void**	01/03/2024	Regular	0.00	0.00	34499
0065	ODP BUSSINESS SOLUTIONS	01/03/2024	Regular	0.00	205.99	34500
0420	PREMIER TREE SERVICE	01/03/2024	Regular	0.00	1,250.00	34501
000840	TEXAS LAWN AND SPRINKLERS	01/03/2024	Regular	0.00	20,782.65	34502
000789	VAN SANT LANDSCAPE MANAGEMENT	01/03/2024	Regular	0.00	3,328.00	34503
0107	VILLAGES MUTUAL INSURANCE COOPERATIVE	01/03/2024	Regular	0.00	5,233.67	34504
0005	A T & T Phone	01/03/2024	Regular	0.00	2,257.72	34505
0458	A T & T Phone	01/03/2024	Regular	0.00	719.54	34506
000913	ANITA M. JAMES	01/03/2024	Regular	0.00	300.00	34507
0669	C & D JANITOR SERVICE INC	01/03/2024	Regular	0.00	835.65	34508
0010	CENTERPOINT ENERGY	01/03/2024	Regular	0.00	115.30	34509
0012	COBB FENDLEY	01/03/2024	Regular	0.00	25,505.23	34510
000796	ENGIE RESOURCES	01/03/2024	Regular	0.00	5,791.04	34511
0150	GARY B MADDOX	01/03/2024	Regular	0.00	500.00	34512
000894	HARRIS COUNTY ACCOUNTS RECEIVABLE - GENI	01/03/2024	Regular	0.00	2,314.51	34513
0431	HOOPER COMMUNICATIONS LP	01/03/2024	Regular	0.00	290.00	34514
000919	MEMORIAL VILLAGES POLICE DEPT. - FUEL	01/03/2024	Regular	0.00	525.35	34515
0053	MEMORIAL VILLAGES WATER AUTHORITY	01/03/2024	Regular	0.00	3,390.28	34516
0005	A T & T Phone	01/15/2024	Regular	0.00	222.11	34517
0647	AFLAC WORLDWIDE HEADQUARTERS	01/15/2024	Regular	0.00	803.70	34518
0537	GREEN FOR LIFE	01/15/2024	Regular	0.00	42,769.42	34519
0066	OLSON & OLSON LLP	01/15/2024	Regular	0.00	1,475.00	34520
000726	PITNEY BOWES (PURCHASE POWER)	01/15/2024	Regular	0.00	327.08	34521
0135	PITNEY BOWES GLOBAL FINANCIAL SERVICES LL	01/15/2024	Regular	0.00	246.21	34522
000815	SAFEbuilt, LLC Lockbox#88135	01/15/2024	Regular	0.00	3,920.00	34523
0501	TCMA REGION VI	01/15/2024	Regular	0.00	155.00	34524
0234	TEXAS COMMISSION ON ENVIRONMENTAL QU/	01/15/2024	Regular	0.00	100.00	34525
000918	TEXAS MUNICIPAL LEAGUE INTERGOVERNMENT	01/15/2024	Regular	0.00	484.00	34526
0362	VERIZON WIRELESS	01/15/2024	Regular	0.00	37.99	34527
0108	WILSON FIRE EQUIPMENT & SERVICE CO INC	01/15/2024	Regular	0.00	115.00	34528
0255	ZERO WASTE USA	01/15/2024	Regular	0.00	4,379.74	34529
000876	CINTAS CORPORATION	01/23/2024	Regular	0.00	155.16	34530
000792	STATE COMPTROLLER OF PUBLIC ACCOUNTS	01/23/2024	Regular	0.00	19,985.13	34531
0517-TF	PAYMENT REMITTANCE CENTER	01/20/2024	Bank Draft	0.00	3,100.70	DFT0000470

**My Check Report**

**Date Range: 01/01/2024 - 01/31/2024**

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
0127-EA	PAYMENT REMITTANCE CENTER	01/20/2024	Bank Draft	0.00	1,763.89	DFT0000471

**Bank Code AP DISB ALLEGIANCE Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	33	33	0.00	148,734.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	12	0.00	0.00
Bank Drafts	4	2	0.00	4,864.59
EFT's	0	0	0.00	0.00
	<b>37</b>	<b>47</b>	<b>0.00</b>	<b>153,598.99</b>



**My Check Report**

**Date Range: 01/01/2024 - 01/31/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP PF ALLEGIANCE-AP POOLED ALLEGIANCE PUBLIC FUNDS</b>						
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	01/03/2024	EFT	0.00	517,516.67	1026
0105	VILLAGE FIRE DEPARTMENT	01/03/2024	EFT	0.00	275,718.88	1027
0052	MEMORIAL VILLAGES POLICE DEPT - MAIN	01/31/2024	EFT	0.00	210,475.00	1028
0105	VILLAGE FIRE DEPARTMENT	01/31/2024	EFT	0.00	183,812.59	1029
000908	PREACTIVE IT SOLUTIONS	01/02/2024	Bank Draft	0.00	1,460.00	DFT0000467
000936	Ozraa Dhanani	01/31/2024	Bank Draft	0.00	1,125.00	DFT0000476

**Bank Code AP PF ALLEGIANCE Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	2,585.00
EFT's	4	4	0.00	1,187,523.14
	<b>6</b>	<b>6</b>	<b>0.00</b>	<b>1,190,108.14</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	33	0.00	148,734.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	12	0.00	0.00
Bank Drafts	6	4	0.00	7,449.59
EFT's	4	4	0.00	1,187,523.14
	<b>43</b>	<b>53</b>	<b>0.00</b>	<b>1,343,707.13</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOL	1/2024	1,343,707.13
			<b>1,343,707.13</b>

**CITY OF HUNTERS CREEK VILLAGE  
QUARTERLY INVESTMENT REPORT  
QUARTER ENDING DECEMBER 31, 2023**

Account Description	Beginning Bank Balance 10/1/2023	Interest Earned		Deposits		Withdrawal		Cash In Transit	Ending Book/Market Value Balance 12/31/2023	% of Total Funds	Average Interest Rate	Maturity	3-month Average Collateral
		10/1/2023-12/31/2023	10/1/2023-12/31/2023	10/1/2023-12/31/2023	10/1/2023-12/31/2023								
<b>Stellar</b>													
Disbursement Public Funds	\$82,533.34 \$750,846.55	\$0.00 \$0.00	\$1,045,481.44 \$3,774,406.53	\$1,080,643.67 \$1,855,693.51	\$0.00 \$0.00	\$0.00 \$0.00	\$47,371.11 \$2,669,559.57	0.43% 24.26%	0.00 0.00	Immediate Immediate			
Texas Class Tex Pool	\$3,892,530.83 \$5,338,859.59	\$40,516.26 \$72,546.89	\$0.00 \$0.00	\$1,055,212.76 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$2,877,834.33 \$5,411,406.48	26.15% 49.17%	5.22 5.37	Immediate Immediate			
<b>Total Accounts</b>	<b>\$10,064,770.31</b>	<b>\$113,063.15</b>	<b>\$4,819,887.97</b>	<b>\$3,991,549.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,006,171.49</b>	<b>100.00%</b>	<b>5.29</b>	<b>Immediate</b>		<b>\$17,263,487.60</b>	

*The investment report for the 4TH quarter of 2023 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: February 9, 2023



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve Change Order #2 to reduce the contract with CityLynx, Inc. – (Close out) for the Traffic Signal Modifications Memorial at Lindenwood Project in the amount of (24,548.48).

**EXHIBITS:** Change Order

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## Change Order #2 (Balancing)

<b>DATE OF ISSUANCE:</b>	January 29, 2024	<b>EFFECTIVE DATE:</b>	January 29, 2024
<b>PROJECT:</b>	Traffic Signal Modifications Memorial at Lindenwood	<b>CONTRACTOR:</b>	CityLynx, Inc.
<b>OWNER:</b>	City of Hunters Creek Village	<b>ADDRESS:</b>	14041 West Road, Suite 200 Houston, TX 77041
<b>ADDRESS:</b>	#1 Hunters Creek Place Houston, TX 77024		

### DESCRIPTION OF CHANGES

Scope: Contract Balancing Change Order  
 Justification: Change Order to remove unused items from the contract.  
 Amount: -\$24,548.48  
 Days: Zero days added

### EXECUTIVE SUMMARY

#### CONTRACT PRICE SUMMARY

Original Contract Price	\$	333,982.12
Change Order No. 1	\$	(1,010.90)
Change Order No. 2	\$	(24,548.48)
<b>Revised Contract Price</b>	<b>\$</b>	<b>308,422.74</b>

#### CONTRACT TIME SUMMARY

		DATE
Original Contract Time Substantial Completion	270	June 28, 2023
Previous Change Orders	0	
This Change Order	0	
<b>Revised Contract Time</b>	<b>270</b>	<b>June 28, 2023</b>
Original Contract Time Final Completion	300	July 28, 2023
Previous Change Orders	0	
This Change Order	0	
<b>Revised Contract Time</b>	<b>300</b>	<b>July 28, 2023</b>

#### Submitted by:

<b>By:</b>	Kimberly Zorn		01-31-2024
	Print Name	Signature	Date
		CityLynx, Inc.	

#### Recommended by:

<b>By:</b>	Grant Duke		1/31/2024
	Print Name	Signature	Date
		Cobb, Fendley & Associates, Inc.	

#### Approved:

<b>By:</b>			
	Print Name	Signature	Date
		City of Hunters Creek Village	

**CHANGE ORDER #2 COST REPORT**

Item No.	Item Description	Unit	Unit Price	Original QTY	Current Qty (CO#1 & CO#2)	Total Cost Difference (CO #1 & CO#2)
<b>SECTION 1 - SITE PREPARATION</b>						
1	MOBILIZATION (NO GREATER THAN 5% OF TOTAL BID)	LS	\$7,500.00	1	1	\$ -
2	TRAFFIC CONTROL AND REGULATION	LS	\$3,000.00	1	1	\$ -
3	SOD	SY	\$12.10	240	240	\$ -
<b>SECTION 2 - STREET ITEMS</b>						
4	REMOVE/DISPOSE CONC SIDEWALK (ALL WIDTHS AND DEPTHS)	SY	\$36.30	50	50	\$ -
5	TRAFFIC BUTTONS & PAVEMENT MARKERS REFLECTORIZED PAVEMENT MARKERS TYPE I-C FURNISH AND APPLY	EA	\$5.08	10	10	\$ -
6	TRAFFIC BUTTONS & PAVEMENT MARKERS REFLECTORIZED PAVEMENT MARKERS TYPE II C-R FURNISH AND APPLY	EA	\$6.05	10	10	\$ -
7	TRAFFIC BUTTONS & PAVEMENT MARKERS REFLECTORIZED PAVEMENT MARKERS TYPE II A-A FURNISH AND APPLY	EA	\$6.05	50	50	\$ -
8	REMOVAL OF TRAFFIC BUTTONS AND MARKERS	EA	\$0.54	100	100	\$ -
9	THERMOPLASTIC PAVEMENT MARKING 4-INCH WIDE WHITE/YELLOW (SLD)	LF	\$0.77	3500	3500	\$ -
10	THERMOPLASTIC PAVEMENT MARKING 4-INCH WIDE WHITE/YELLOW (BRK)	LF	\$0.78	120	120	\$ -
11	REMOVAL OF 4-INCH STRIPING	LF	\$0.43	3600	3600	\$ -
12	THERMOPLASTIC PAVEMENT MARKING 8-INCH WIDE WHITE	LF	\$2.18	210	210	\$ -
13	REMOVAL OF 8-INCH STRIPING	LF	\$0.97	210	210	\$ -
14	REMOVAL OF 12-INCH STRIPING	LF	\$1.21	200	200	\$ -
15	THERMOPLASTIC PAVEMENT MARKING 24-INCH WIDE WHITE	LF	\$7.20	170	170	\$ -
16	THERMOPLASTIC PAVEMENT MARKING 24-INCH WIDE YELLOW	LF	\$1.21	200	200	\$ -
17	REMOVAL OF 24-INCH STRIPING	LF	\$2.12	370	370	\$ -
18	THERMOPLASTIC PAVEMENT MARKING SYMBO TURNING ARROW	EA	\$205.70	3	3	\$ -
19	THERMOPLASTIC PAVEMENT MARKING WORD ONLY	EA	\$235.95	3	3	\$ -
20	REMOVAL OF WORD OR SYMBOL	EA	\$54.45	6	6	\$ -
21	REFLECTORIZED PAINT ON 6-INCH AND MEDIAN NOSE, YELLOW	LF	\$1.82	200	200	\$ -
22	CURB RAMP (ADA COMPLIANT)	SY	\$363.00	50	50	\$ -

**CHANGE ORDER #2 COST REPORT**

Item No.	Item Description	Unit	Unit Price	Original QTY	Current Qty (CO#1 & CO#2)	Total Cost Difference (CO #1 & CO#2)
<b>SECTION 3 - TRAFFIC ITEMS</b>						
23	REMOVE EXISTING POLE FOUNDATION	EA	\$703.01	4	4	\$ -
24	INS PED PL AM (ORN)(15') ("ORNAMENTAL POLE") & FOUNDATION	EA	\$502.15	3	3	\$ -
25	INS TRF SIG PL AM(S)(ORN) 1 ARM(32')LUM ("ORNAMENTAL POLE/ARM" & FOUNDATION)	EA	\$22,483.01	1	1	\$ -
26	INS TRF SIG PL AM(S)(ORN) 1 ARM(36')LUM ("ORNAMENTAL POLE/ARM") & FOUNDATION	EA	\$25,003.44	3	3	\$ -
27	ELECTRICAL SERVICE PEDESTAL ASSEMBLY - 30 AMP & 60 AMP ("SQUARE D" BREAKERS INCLUDED)	EA	\$4,191.44	1	1	\$ -
28	REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL EQUIPMENT (EXCLUDING CONTROLLER CABINET)	LS	\$4,017.20	1	1	\$ -
29	DECORATIVE LUMINAIRE	EA	\$4,374.15	4	4	\$ -
30	ILLUMINATED OVERHEAD STREET NAME SIGNS	EA	\$3,527.15	4	4	\$ -
31	FURNISH AND INSTALL NEW TRAFFIC SIGNAL CONTROLLER FOUNDATION WITH APRON (ALL TYPES)	LS	\$1,972.30	1	1	\$ -
32	REMOVE AND REINSTALL EXISTING CONTROLLER CABINET TO NEW CONTROLLER FOUNDATION	LS	\$6,025.80	1	1	\$ -
33	FURNISH AND INSTALL SIDE MOUNTED BATTERY BACKUP, WITH NEMA 4X ENCLOSURE	LS	\$7,963.01	1	1	\$ -
34	TYPE "B" PULL BOX WITH GRAVEL AND GROUND ROD	EA	\$1,047.86	7	7	\$ -
35	CONDUIT, 2-IN SCH 80 PVC TRENCH	LF	\$16.10	100	100	\$ -
36	CONDUIT, 2-IN SCH 80 PVC BORE	LF	\$18.60	150	150	\$ -
37	CONDUIT, 3-IN SCH 80 PVC TRENCH	LF	\$21.02	100	100	\$ -
38	CONDUIT, 3-IN SCH 80 PVC BORE	LF	\$22.53	200	200	\$ -
39	CONDUIT, 4-IN SCH 80 PVC TRENCH	LF	\$25.96	30	30	\$ -
40	3-SECTION HORIZONTAL VEHICLE SIGNAL HEAD ASSEMBLY (RYG) (INCLUDING BACK PLATES)	EA	\$619.83	8	8	\$ -
41	3-SECTION HORIZONTAL VEHICLE SIGNAL HEAD ASSEMBLY (<R<Y<G) (INCLUDING BACK PLATES)	EA	\$619.83	1	1	\$ -
42	LED PEDESTRIAN SIGNAL HEAD ASSEMBLY (YELLOW) (SYMBOLIC) (COUNTDOWN)	EA	\$498.83	6	6	\$ -
43	3/C-#14 AWG IMSA 19-1-1984	LF	\$1.39	1000	1000	\$ -
44	5/C-#14 AWG IMSA 19-1-1984	LF	\$1.69	1000	1000	\$ -
45	7/C-#14 AWG IMSA 19-1-1984	LF	\$2.04	1200	1200	\$ -
46	4/C-#12 AWG TRAY CABLE	LF	\$2.35	500	500	\$ -
47	#4 AWG SOLID BARE GROUND	LF	\$2.35	200	200	\$ -
48	#4 AWG XHHW	LF	\$2.47	600	600	\$ -
49	#8 AWG SOLID BARE GROUND	LF	\$1.38	500	500	\$ -
50	#10 AWG THHN	LF	\$1.29	500	500	\$ -
51	#12 AWG THHN	LF	\$1.14	500	500	\$ -
52	ACCESSIBLE PEDESTRIAN PUSH BUTTON SYSTEM (CENTRAL CONTROL UNIT AND SIX PUSH BUTTON STATIONS, INCLUDING SIGNS)	EA	\$6,933.30	1	1	\$ -

**CHANGE ORDER #2 COST REPORT**

Item No.	Item Description	Unit	Unit Price	Original QTY	Current Qty (CO#1 & CO#2)	Total Cost Difference (CO #1 & CO#2)
<b>SECTION 4 - OTHER ITEMS</b>						
53	TRIM TREES ON NORTHEAST AND SOUTHWEST CORNERS	LS	\$242.00	1	1	\$ -
54	FIXED DECORATIVE BOLLARDS (INCLUDING FOUNDATION)	EA	\$2,398.22	8	0	\$ (19,185.76)
55	GRIDSMA RT VEHICLE DETECTION SYSTEM INCLUDING LABOR, MATERIALS, AND HARDWARE, COMPLETE IN PLACE	EA	\$24,756.60	1	1	\$ -
56	SIGNAL MAITENANCE AT MEMORIAL AND LINDENWOOD THROUGHOUT CONTRACT PERIOD	LS	\$2,510.75	1	1	\$ -
<b>SECTION 5 - ADD ALTERNATES</b>						
57	OFFICER PRESENT DURING NEW SIGNAL POLE ACTIVATION	HR	\$54.45	8	8	\$ -
58	TYPE "A" PULL BOX WITH GRAVEL AND GROUND ROD	EA	\$886.93	4	0	\$ (3,547.72)
59	CONDUIT, 1-IN SCH 80 PVC TRENCH	LF	\$12.47	450	450	\$ -
59A	GRIDSMA RT VEHICLE DETECTION SYSTEM INCLUDING LABOR, MATERIALS, AND HARDWARE, COMPLETE IN PLACE (On Apartment Traffic Signal Pole if needed)	EA	\$25,760.90	1	0.000	\$ (25,760.90)
60	EXTRUDED CONCRETE CURB	LF	\$18.15	100	0	\$ (1,815.00)
<b>SECTION 6 - ALLOWANCE</b>						
61	CONSTRUCTION STAKING (INCLUDING ELEVATIONS)	LS	\$3,000.00	1	1	\$ -
62	ADJUST EXISTING IRRIGATION (SPRINKLER HEADS)	LS	\$1,000.00	1	1	\$ -
<b>CHANGE ORDER NO. 1</b>						
CO1.0	CityLynx Restoration (No Cost)	LS	\$0.00	0	0	\$ -
CO1.1	Landscaping work, including ditch cleaning, skid steer, stump grinder, top soil, landscape metal edging, plants, mulch, monkey grass, and hydroseeding. Includes misc cleanup, debris removal on north side and slight regrading.	LS	\$17,000.00	0	1	\$ 17,000.00
CO1.2	Vertical Right Turn Signal Head (3 Section) with backplate, sign "No right turn on Red," additional signal cable and signal programming.	LS	\$3,150.00	0	1	\$ 3,150.00
CO1.3	Extra Illuminated Sign, "Memorial Creole", including additional signal wiring, mounts and programming.	LS	\$4,600.00	0	1	\$ 4,600.00

\$ (25,559.38)

**TOTAL ORIGINAL CONTRACT = \$ 333,982.12**  
**TOTAL CHANGE ORDER 1 = \$ (1,010.90)**  
**TOTAL CHANGE ORDER 2 = \$ (24,548.48)**  
**REVISED CONTRACT AMOUNT = \$ 308,422.74**



**ENGINEER'S CERTIFICATE  
FOR  
FINAL COMPLETION OF PROJECT**

**Name of Project:** Traffic Signal Modifications – Memorial Drive at Lindenwood Drive

**Owner of Facilities:** City of Hunters Creek Village

**Project Number:** 2112-005-06

**Name of Contractor:** CityLynx, Inc.

**Contractor Address:** 18353 FM 1774, Plantersville, Texas 77363

**Name of Engineer:** Cobb, Fendley & Associates, Inc.

**Engineer Address:** 4424 W Sam Houston Parkway N, Suite 600, Houston, Texas 77041

\*\*\*\*\*

I certify this Project was completed on January 25, 2024, and that all work required by the Contract Documents has been fulfilled and is acceptable, subject to the provisions of Paragraph 15.05 of the General Conditions of the Construction Contract. Acceptance of the completed work by the Owner is recommended. The date of the Substantial Completion was December 26, 2023. The Certificate of Substantial Completion set the beginning of the Warranty Period. Therefore, the warranty period shall commence to run on December 26, 2023.



  
\_\_\_\_\_  
Stephen L. Byington, P.E.



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve a Close Out to the contract with Complete Contract dba Bayou Builders for the Willowron and Walwick – Inlet and Pavement Maintenance Project in the amount of \$133,162.50.

**EXHIBITS:** Certificate of Completion & Final Pay App.

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**ENGINEER'S CERTIFICATE  
FOR  
FINAL COMPLETION OF PROJECT**

**Name of Project:** Willowron and Walwick – Inlet and Pavement Maintenance

**Owner of Facilities:** City of Hunters Creek Village

**Project Number:** 2312-005-01

**Name of Contractor:** Complete Contract dba Bayou Builders

**Contractor Address:** 9212 Fry Road, Suite 361, Cypress, Texas 77433

**Name of Engineer:** Cobb, Fendley & Associates, Inc.

**Engineer Address:** 4424 W Sam Houston Parkway N, Suite 600, Houston, Texas 77041

\*\*\*\*\*

I certify this Project was completed on January 6, 2024, and that all work required by the Contract Documents has been fulfilled and is acceptable, subject to the provisions of Paragraph 15.05 of the General Conditions of the Construction Contract. Acceptance of the completed work by the Owner is recommended. The date of the Substantial Completion was December 22, 2023. The Certificate of Substantial Completion set the beginning of the Warranty Period. Therefore, the warranty period shall commence to run on December 22, 2023.



\_\_\_\_\_  
Stephen L. Byington, P.E.

January 22, 2024

City of Hunters Creek Village  
#1 Hunters Creek Place  
Houston, TX 77024

Re: Willowron and Walwick - Inlet and Pavement Maintenance  
Payment Application #2 & Final  
CFA Project No. 2312-005-01

Dear Mr. Fullen:

Attached is Payment Application #2 & Final from Complete Contract dba Bayou Builders for the above-referenced project. We have reviewed the enclosed payment application and find it to be correct with quantities verified to the extent practical in the field. Retainage in the amount of 0% is being held in accordance with the Contract Documents. We recommend approval of payment in the amount of \$46,638.75.

If you have any questions or require additional information, I can be contacted at (713) 462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Grant Duke, E.I.T.  
Project Engineer

### Application and Certificate for Payment

**PROJECT:** Willowron and Walwick - Inlet and Pavement Maintenance  
**OWNER:** City of Hunters Creek Village

**Estimate: #2 & Final**

#### CONTRACT TIME

Notice to Proceed 10/23/2023  
 Substantial Completion Date 12/22/2023  
 Final Completion Date 1/6/2024

Initial Contract Time	75	days
Current Approved Extensions	0	days
Previous Approved Extensions	0	days
Total Contract Time	75	days
Spent Days	69	days
Days Remaining	6	days
Rain Days To Date	0	days
Percent of Contract Time Completed	92%	

**PAY PERIOD:** From: 12/1/2023  
 To: 12/31/2023

#### CHANGE ORDERS

Approved Change Orders:	No.	Date:	Amount:	Days:
_____				
_____				
_____				
_____				
<b>Total Change Orders:</b>			<b>\$0.00</b>	<b>0.00</b>

#### SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	133,162.50
Net Change by Change Orders:	\$	-
Contract Sum to Date:	\$	133,162.50
Total Completed to Date:	\$	133,162.50
Percent of Work Installed		100%
Retainage, (% of Completed Work:)		0%
Total Retainage:	\$	-
Total Earned Less Retainage:	\$	133,162.50
Less Previous Certificates of Payment:	\$	86,523.75
<b>Current Payment Due:</b>		<b>\$ 46,638.75</b>

#### PAYMENT REVIEW AND APPROVAL

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plan and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by: Bader Salcedo Date: 1-20-2024  
 Complete Contract dba Bayou Builders

The undersigned Engineer certifies that to the best of his knowledge and belief, the scope of work for which payment is applied for has been satisfactorily completed.

Approved by: Grant Loh Date: 1/24/2024  
 Cobb, Fendley & Associates, Inc.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 City of Hunters Creek Village

PAY ESTIMATE: #2 & Final											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1		Pay Estimate #2		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
<b>SECTION I – GENERAL ITEMS</b>											
1	Mobilization	LS	1	\$5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100%
2	Traffic Control and Regulations	LS	1	\$5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100%
3	Inlet Protection Barrier (Stage 2 inlets, gravel bags, 60% of unit cost for furnish & installation & 40% of unit cost for removal)	EA	6	\$25.00	3.00	\$ 75.00	3.00	\$ 75.00	6.00	\$ 150.00	100%
4	Site Restoration	LS	1	\$5,000.00	0.50	\$ 2,500.00	0.50	\$ 2,500.00	1.00	\$ 5,000.00	100%
<b>SECTION 2 – WILLOWRON AND WALWICK INTERSECTION</b>											
<b>PAVING ITEMS</b>											
5	Remove and Dispose Offsite of Existing Concrete Pavement, Curb, Base Material and Subgrade, All Thicknesses, Complete in Place (Includes All Saw-Cutting Required)	SY	355	\$20.00	355.00	\$ 7,100.00		\$ -	355.00	\$ 7,100.00	100%
6	High Early Strength Reinforced Concrete Pavement (Match existing pavement thickness or 8-inch Minimum) Sawcut, Expansion Joints, Horizontal Dowels, keyed joints, Pavement Markings & Striping are incidental to the Concrete Pavement Unit Price	SY	318	\$150.00	318.00	\$ 47,700.00		\$ -	318.00	\$ 47,700.00	100%
7	Cement Stabilized Sand Base for High Early Strength Concrete (8-Inch minimum)	SY	355	\$2.50	355.00	\$ 887.50		\$ -	355.00	\$ 887.50	100%
8	Reinforced Concrete Curb 96-Inch)	LF	165	\$5.00	165.00	\$ 825.00		\$ -	165.00	\$ 825.00	100%
<b>STORM SEWER ITEMS</b>											
9	6" PVC SDR 26 Storm Sewer by Open Cut (Complete in Place)	LF	10	\$50.00	10.00	\$ 500.00		\$ -	10.00	\$ 500.00	100%
10	Remove and Replace Existing 24" Reinforced Concrete Pipe Storm Sewer by Open Cut (Complete in Place)	LF	45	\$190.00	45.00	\$ 8,550.00		\$ -	45.00	\$ 8,550.00	100%
11	Remove and Replace Type "BB" Inlet (Stage I & II) (Precast only with 5' minimum throat width)	EA	3	\$5,000.00	3.00	\$ 15,000.00		\$ -	3.00	\$ 15,000.00	100%
12	18" x 18" Garden Grate Inlet	EA	1	\$3,000.00	1.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	100%

PAY ESTIMATE: #2 & Final											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1		Pay Estimate #2		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
<b>SECTION 3 – OAK HOLLOW AND CREEKWOOD WAY INTERSECTION</b>											
<b>PAVING ITEMS</b>											
13	Remove and Dispose Offsite of Existing Concrete Pavement, Curb, Base Material and Subgrade, All Thicknesses, Complete in Place (Includes All Saw-Cutting Required)	SY	90	\$20.00	\$ -	90.00	\$ 1,800.00	90.00	\$ 1,800.00	100%	
14	High Early Strength Reinforced Concrete Pavement (Match existing pavement thickness or 8-inch Minimum) Sawcut, Expansion Joints, Horizontal Dowels, keyed joints, Pavement Markings & Striping are incidental to the Concrete Pavement Unit Price	SY	82	\$150.00	\$ -	82.00	\$ 12,300.00	82.00	\$ 12,300.00	100%	
15	Cement Stabilized Sand Base for High Early Strength Concrete (8-Inch minimum)	SY	90	\$2.50	\$ -	90.00	\$ 225.00	90.00	\$ 225.00	100%	
16	Reinforced Concrete Curb (6-Inch)	LF	20	\$5.00	\$ -	20.00	\$ 100.00	20.00	\$ 100.00	100%	
<b>STORM SEWER ITEMS</b>											
17	Remove and Replace Existing 18" Reinforced Concrete Pipe Storm Sewer by Open Cut (Complete in Place)	LF	20	\$150.00	\$ -	20.00	\$ 3,000.00	20.00	\$ 3,000.00	100%	
18	Remove and Replace Type "BB" Inlet (Stage I & II) (Precast only with 5' minimum throat width)	EA	3	\$5,000.00	\$ -	3.00	\$ 15,000.00	3.00	\$ 15,000.00	100%	
<b>SECTION 4 – EXTRA WORK ITEMS</b>											
19	Remove Existing concrete driveway, including saw cutting and disposal	SF	100	\$2.00	\$ -	100.00	\$ 200.00	100.00	\$ 200.00	100%	
20	6" Pea-Gravel Concrete Driveway	SF	100	\$10.00	\$ -	100.00	\$ 1,000.00	100.00	\$ 1,000.00	100%	
21	Cement Stabilized Subgrade for Concrete Driveway (6-Inch minimum)	SF	100	\$5.00	\$ -	100.00	\$ 500.00	100.00	\$ 500.00	100%	
22	Remove and Replace Existing Concrete Curb	LF	25	\$5.00	\$ -	25.00	\$ 125.00	25.00	\$ 125.00	100%	
23	Sodding	SF	100	\$2.00	\$ -	100.00	\$ 200.00	100.00	\$ 200.00	100%	

\$	133,162.50	\$	96,137.50	\$	37,025.00
		\$	9,613.75	\$	3,702.50
		\$	86,523.75	\$	33,322.50

<b>Percent Complete Color Code:</b>
In progress, under 100%
Complete, 100%
Over 100%

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

Document 00642

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

The undersigned, Bader Salem, states that he is the Owner,  
Affiant Title  
of Complete Contract dba Bayou Builders  
Contractor  
and that he is duly authorized to execute this Certification of Payment to Subcontractors and  
Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor,  
materials, equipment, and services furnished to date for Work on Project No. \_\_\_\_\_  
in the amounts for which Contractor has been paid; that the labor, materials, equipment, and  
services covered by this Certificate of Payment have been furnished in accordance with and all  
in compliance with the Contract Documents; that no sums have been withheld by Contractor  
for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and  
that such payments were made in accordance with the Contract Documents and with the laws  
of the State of Texas.



Affiant's Signature

SWORN AND SUBSCRIBED before me on

1/23/2024

Date



Notary Public in and for the State of TEXAS  
Florida

Sean Cephas

Print or type name

My Commission Expires:

10/26/25

Expiration Date



END OF DOCUMENT

00642-1





# AIA Document G707™ – 1994

## Consent Of Surety to Final Payment

**PROJECT:** *(Name and address)*  
Inlet and Pavement Maintenance Project  
at Willowron and Walwick  
Hunters Creek Village, TX

**ARCHITECT'S PROJECT NUMBER:**  
  
**CONTRACT FOR:** Inlet and Pavement  
Maintenance Project at Willowron and  
Walwick

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**SURETY:**   
**OTHER:**

**TO OWNER:** *(Name and address)*  
City of Hunters Creek Village  
#1 Hunters Creek Place  
Houston, TX 77024

**CONTRACT DATED:** 10/23/2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Insurors Indemnity Company  
PO Box 32577  
Waco, TX 76703

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Complete Contract dba Bayou Builders  
9212 Fry Rd, Ste 105 #361  
Cypress, TX 77433

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*


City of Hunters Creek Village  
#1 Hunters Creek Place  
Houston, TX 77024

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 22, 2024  
*(Insert in writing the month followed by the numeric date and year.)*

Insurors Indemnity Company  
*(Surety)*

  
*(Signature of authorized representative)*

Attest:  
(Seal):

Tim Kirk, Attorney-in-Fact  
*(Printed name and title)*

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number:** CNB-42442-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Tim Kirk of the City of Cypress, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

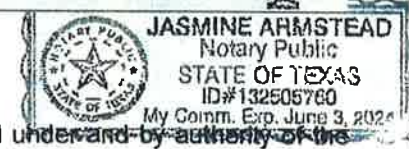
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Jasmine Armstead  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 22nd day of January, 2024.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action regarding  
Competitive Sealed Proposal (CSP) criteria.  
**EXHIBITS:** CSP Recommended Criteria

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**RECOMMENDED CRITERIA FOR COMPETITIVE SEALED PROPOSAL  
PROCUREMENT**

<b>Scoring Matrix</b>			
<b>Number</b>	<b>Category</b>	<b>Description</b>	<b>Weighted Criteria</b>
<b>1a</b>	Project Cost	Proposal	40
<b>2a</b>	Qualifications	Company Experience on Past Projects	10
<b>2b</b>	Qualifications	Team Structure and Key Personnel (must include references and resumes)	10
<b>3a</b>	Project Approach	Narrative Approach	10
<b>3b</b>	Project Approach	Schedule	10
<b>4a</b>	Company Standing	Financial Management and Stability	10
<b>4b</b>	Company Standing	Safety	10
			100

Notes: See attached document for description of each criteria and submittal requirements

## RECOMMENDED CRITERIA

The Owner will consider the qualifications (Statement of Qualifications) of the Offerors and their respective proposed Contract Price (Proposal Form) when evaluating Proposals to determine which Offeror, in the sole opinion of the Owner, will provide the best value to the Owner. All procurements shall conform to Chapter 2269 of the State of Texas Government Code. The Proposals will be evaluated using the following criteria and weighting:

### 1) **Project Cost (40 points)**

- a) **Proposed Project Cost:** The Offeror's Proposed Cost of Performing the Work shall be indicated as the "Total Proposal Price" (indicated as "E" on in the Proposal Form (Specification Section 00301). The Owner has established an internal budget for this Project. The total Proposal Price is defined per the Proposal Form to include the cost(s) of the proposed Total Base Items ("A"). The Total Proposal Price may and at the Owner's sole discretion, be inclusive of the individual or collective costs associated with the Offeror's Total Extra unit Price Items ("B"), Total Cash Allowances ("C") and Total Alternate Items ("D") costs. For example: Total Proposal Price ("E") = A + B + C + D.
- b) The Owner will evaluate the Total Proposal Price (including any requested costs for Extra Unit Price Items, Cash Allowances and Alternate Items, as identified) that the Owner can award with its available budget at the time Contract is negotiated. Attach the Proposal Form and all information/documents required to be submitted with the Proposal.

### 2) **Qualifications (20 points)**

#### a) **Experience/Past Performance of Offeror with Similar Projects (10 points)**

- i) Provide a list of completed projects by the Proposer's Key Personnel over the last five (5) years of which at least three (3) are related to the proposed project.
- ii) Offeror must demonstrate experience in the construction of projects of similar construction cost and/or techniques and describe how they intend to provide the needed experience and expertise. Submit descriptions of projects on which proposed key personnel have experience by submitting completed copies of the attached Table 1, with at least one project for each of the key individuals. If Offeror does not have specific experience with projects of this type and magnitude, the Offeror may describe its proposed approach and how its experience with other projects enhances its capability to successfully complete this Project. Offeror may submit photographs, project descriptive narratives, letters of recommendation, project awards, and references to demonstrate experience in constructing a project which meets the Owner's expectations for a quality Project constructed on time and within budget.
- iii) Provide information to demonstrate the ability of the Organization to complete projects within budget and on time. Offeror may use Table 1 and comments may be added to the tabulations to indicate any reasons for amending the contract amounts or completion dates.
- iv) Provide narrative information to indicate the number of projects and dollar

volume currently under contract by the Organization and the projected completion date of each active project. Describe how the resources dedicated to these assignments will impact Offeror's ability to effectively execute the construction of this Project. Provide an estimate of the amount of the Project that will be done using in-house resources and the amount to be performed by Subcontractors and Suppliers. This narrative is not to exceed five (5) pages in length.

v) References:

(1) List at least five (5) references. At least three (3) of the references must be the Owner/Engineer/Architects of projects that the Offeror completed or are currently in progress. The remaining two (2) references should come from Suppliers utilized by the Offeror on previous projects. Project information should include names and telephone numbers for references. References will be sent a list of five (5) standard questions related to project performance.

vi) Litigation: List last three (3) years of litigation.

**b) Team Structure and Key Personnel (10 points)**

i) Please provide an organizational chart and explain your organization structure and why it has the necessary expertise and resources to execute a project of this scope. Additionally, provide a written assurance that the Key Personnel listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior written approval. Provide assurance that at least one member of Proposer's Key Personnel will be actively managing the project on-site at all times while Construction is occurring.

ii) Provide a resume and photo for each Key Personnel of the overall team, including subcontractors, demonstrating their qualifications and experience to perform the Work and roles in the Team Structure as defined above. Resumes shall include a description of training and related work experience and number of years in their respective areas of expertise, including their education, professional licensing, professional references and work experience with similar projects over the previous ten (10) years.

iii) If more than 20% (of the contract amount) of the work for the total project is to be performed by a Subcontractor, provide pertinent details of the company, key personnel, and any experience (including examples) with similar type projects. The experience of your Subcontractor's company and key personnel will be considered in evaluating the qualifications of the Offeror.

**3) Project Approach (20 points)**

a) **Narrative (10 points):** The Offeror shall include a brief write-up, not to exceed three (3) pages, that summarizes the Offeror's approach to overall project sequence of construction for entire project limits and corresponding timelines, proposed construction methods, and site restoration.

b) **Schedule (10 points):** Provide a preliminary schedule for the Project (from preconstruction to substantial completion) and include when each major work item will be performed in relation to other major work items in correspondence to the contract days.

**4) Company Standing (20 points)**

a) **Financial Management (10 points)**

- i) Provide the past two (2) years of available audited financial statements with this Proposal. Provide financial statements showing the name and address of the firm preparing the financial statements and the date of preparation. Provide proof of bonding capability from Surety. Surety must be rated at least B-plus. Offerors may choose to report on the financial stability of their Organization to demonstrate that they have the ability to complete the Project in a manner that will not impose undue efforts on the part of the Owner to invoke rights under bonds to complete the Project or for Offeror to meet financial obligations. Describe the Offeror's systems and philosophy for financial management of the Project. Describe Offeror's systems and philosophy for contracting with Subcontractors and Suppliers and managing payments and retainage.

**b) Safety (10 points)**

- i) Demonstrated success in the implementation of a project site safety program. Offeror must provide the following:
  - (1) Experience Modification Rate (EMR) – Offeror must submit copy of Experience Modification Rate (EMR) for the last three (3) years.
  - (2) Offeror shall provide an OSHA Form 300A Summary of Work-Related injuries and Illnesses for all company activities in the past three (3) years.
  - (3) OSHA Records – Offeror must not have received a willful or repeat citation from OSHA within the previous three (3) years, as per information obtained from OSHA website. If any settlements between the Offeror and OSHA have been reached regarding citations, provide executed settlement documentation or a letter from an OSHA representative affirming that fact.

**5) Response Format**

- a) The items listed above should be submitted with each bid and should be submitted in the order shown below. Each section should be clearly labeled, with the pages numbers and separated by tabs. Failure by a Proposer to include all listed items may result in their bid being rejected.
  - i) **Tab 1 – Cover Letter**
    - (1) Provide a cover letter indicating your firm's understanding of the requirements of this specific job bid. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of the proposal. A person who is authorized by the organization to enter into an agreement with the City of Hunters Creek Village will sign the letter.
  - ii) **Tab 2 – Project Cost**
    - (1) Proposal Form as described in Section 1 above.
  - iii) **Tab 3 – Qualifications**
    - (1) As described in Section 2 above.
  - iv) **Tab 4 – Project Approach**
    - (1) As described in Section 3 above.
  - v) **Tab 5 – Company Standing**
    - (1) As described in Section 4 above.



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve Amendment No. 74 to the engineering contract with Cobb Fendley in the amount of \$170,860.00 for Engineering Services associated with the Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction project.

**EXHIBITS:** Amendment No. 74

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**CITY OF HUNTERS CREEK VILLAGE  
STANDARD AMENDMENT TO  
CONSULTANT SERVICES AGREEMENT**

**AMENDMENT NO. 74**

This Amendment (hereinafter "Amendment") is made between the City of Hunters Creek Village, Texas (hereinafter "City"), and Cobb, Fendley & Associates, Inc. (hereinafter "Consultant") to amend that consultant services (the "Contract") between the City and Consultant for services associated with the City Engineer Contract.

1. Amended Terms. The City and Consultant hereby agree that the Contract is amended as follows:

- A. Add new task order for the **Engineering Services associated with the Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction project** in the amount of **\$170,860.00.**
- B. See Attached Exhibit A for Scope of Services for this project.

2. Contract to Remain in Force. Other than the provisions of the Contract expressly amended herein, the Contract shall remain in full force, and its enforceability shall be unaffected by this Amendment.

EXECUTED and EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF HUNTERS CREEK VILLAGE

Signature: \_\_\_\_\_

Name/Title: Honorable Jim Pappas/ Mayor

CONSULTANT

Signature: \_\_\_\_\_

Name/Title: Stephen L. Byington, P.E., Principal

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

Cobb, Fendley & Associates, Inc.  
Proposal for Professional Engineering Services for  
Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction

**Project Limits and Background**

The project area is the full length of Shasta Drive (2,100 LF), Pineland Drive (650 LF), and Lindenwood Drive (2,500 LF), for a total of approximately 5,250 linear feet. The project scope is limited to street reconstruction utilizing partial reclaimed cold recycle with cement stabilization, and ditch re-grading where needed. The project will include resetting or replacing out of place and damaged culverts where needed to maintain drainage. The project will retain all existing drainage pipes and structures, no drainage improvements or modifications will be completed. Driveway aprons will be reconstructed to the ROW.

The project area will also include locations along Memorial Drive for repair of the existing asphalt road.

**General**

Cobb, Fendley & Associates, Inc. (CobbFendley) will assist the City in procuring street reconstruction services for Shasta Drive, Pineland Drive, and Lindenwood Drive.

**BASIC SERVICES**

CobbFendley will provide the following engineering services as part of its basic services. The specific items of service include:

***Topographic Survey***

1. Topographic Survey of Shasta Drive and Pineland Drive was provided to the City in September of 2022 as a part of a previous design project. This survey will be utilized for the design and construction of the project.
2. Perform a Category 6, Condition II topographical survey of Lindenwood Drive, in accordance with the requirements of the Texas Society of Professional Surveyors to locate existing utilities, appurtenances and pavement and to determine the existing elevations of the street and utility lines which are accessible by manholes and the existing ground elevations within the site. Topographic survey of a 10-foot drainage easement at 322 Lindenwood Drive, extending to capture the detail of the ditch traversing from the west property line to the east property line.
3. Perform a R.O.W. survey to locate sufficient property corners along the road ROW to establish the existing R.O.W. and the boundary of Lot 39.
4. Perform utility record research and Texas811 request to designate utilities in the area. Field crews will locate the designated markings et by the Texas 811 request. There are no guarantees that utility companies will designate their lines. Any non-tonable utilities will be placed in the drawing based on utility record interpretation. Utility request letters will be sent to private utility companies (AT&T, CPE-Electric, & CPE-Gas).

**Final Design:**

1. Coordination, data collection and review
  - a. Collect record drawings from utilities.
  - b. Identify any gaps in this data and make arrangements to supplement through other sources, specifically:
    - i. Record Drawings
  - c. Perform preliminary site visits.
  - d. Perform topographic survey.
  
2. CobbFendley will provide typical sections sheets prepared for the existing and proposed roadway. Typical section information will include:
  - a. Station Limits
  - b. Profile Grade Line Location
  - c. Centerline and Baseline Locations
  - d. Pavement Section
  - e. Pavement Cross Slopes
  - f. Curbs
  - g. Sidewalks
  - h. Green Space (Mow Strips)
  
3. Identify utility conflicts with private and other public utilities, submit plans to all affected entities and coordinate relocation schedule and efforts.
  
4. CobbFendley will provide roadway plan and profile drawings. The drawings will consist of a plan view of existing features and proposed improvements.

Plan view will include:

  - a. Roadway centerlines and baselines
  - b. Pavement edges for all improvements
  - c. Lane and pavement width dimensions
  - d. Existing utilities and structures
  - e. Benchmark and TBM information
  - f. Radius callouts
  - g. Curb locations
  - h. Pavement Details

Profile view will include:

  - i. ROW, Existing Centerline of Road, Existing Ditch and Culverts
  - j. Existing Utilities (only within the roadside ditches)
  - k. Proposed Ditch Flowline
  - l. Proposed Culvert remediation method
  
5. Provide construction plan drawings. The plans will include, at a minimum, the following.
  - Cover Sheet
  - Plan and Profile Sheet
  - Memorial Drive – Plan View only (See scope below)
  - Traffic Control Plan

- Overall Project Layout
  - Typical Cross Sections
  - SWPP Plan
  - Demolition Plan
  - General Notes and Details
6. CobbFendley will prepare Storm Water Pollution Prevention Plan (SW3P) sheets and details based on the latest NPDES to minimize the potential impact to receiving waterways.
  7. CobbFendley will prepare Traffic Control Plan (TCP) sheets in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways (latest edition).
  8. Fully develop engineer's construction cost estimate for each item of work including plan quantities.

Major Thoroughfare Rehabilitation – Memorial Drive

1. Evaluate pavement replacement and/or rehabilitation methods including full-depth, partial-depth, or other methods of repair to determine the least disruptive method along with the most financially feasible while working on Memorial Drive.
2. Prepare 22x34 drawings for the project showing location of project elements. Drawings will be incorporated into the construction plans for the Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction project.
3. Prepare engineer's construction cost estimate to be included in the total project cost with Shasta Drive, Pineland Drive, and Lindenwood Drive Reconstruction.
4. Perform preliminary scoping and inspection of major thoroughfare.
5. Provide details needed for construction, including Standard City, County or State Traffic Control details.

***Bid Phase Services:***

1. Provide Notice to Bidders (NTB) to the City and setup a CivCast project bid profile.
2. Reproduce and disseminate bid sets to the City and interested bidders
3. Chair pre-bid meeting and attend the Bid Opening
4. Respond in writing to questions from bidders and prepare addenda as necessary.
5. Prepare Engineer's Recommendation of Award Letter.
6. Produce and transmit to selected contractor five (4) sets of project manuals ready for execution with City's Notice of Intent to Award (NOI)

**Exclusions for the Scope of Services:**

The services described above are the identified **BASIC SERVICES** for this assignment. Other items that may arise during the course of the project that the City may wish to add to the scope of services shall be deemed as **SUPPLEMENTAL ADDITIONAL SERVICES**. CobbFendley shall undertake such supplemental additional services as assigned by the City upon written direction from the City. Examples of such items are as follows:

1. Drainage study to evaluate the existing conditions or detailed hydraulics or hydrology analysis.
2. Geotechnical Engineering and Report.

3. TDLR coordination, review or permitting.
4. Urban Forestry Services – Tree Preservation Plan.
5. Development of other traffic control plans for Memorial Drive (if required by contractor) for areas requiring more than one lane of closure or other special conditions, not covered in standard City, County or State traffic control details.
6. Public meetings will be considered an additional service and could be provided under a separate proposal.
7. Any other services not specifically included within the description of the Basic Services and Additional Services as described above.
8. Construction Administration, Management, and Inspection Services
9. Construction Material Testing Services

**EXHIBIT B**

**BASIS OF COMPENSATION**

**BASIC SERVICES**

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump Sum fees for overall phases of the work as shown below. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge.

**A. DESIGN PHASE**

- 1. Final Design (Lump Sum) ..... \$133,000
- 2. Topographic Survey (Lump Sum, incl. 10% admin charge)..... \$29,260

**B. BID PHASE**

- 3. Bid Phase Services (Lump Sum) ..... \$5,000

**C. REIMBURSABLE EXPENSES**

- 4. Advertising for bidding ..... \$1,100
- 5. Reproduction, mileage, delivery charges, etc. .... \$2,500

**TOTAL, Basic & Additional Services incl. Reimbursables ..... \$170,860**

## **ADDITIONAL SERVICES**

The Compensation to be paid to CobbFendley for providing any ADDITIONAL SERVICES under this agreement shall be based on the rate schedule included in the Agreement. Reimbursable items and subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

Lump sum fees will be negotiated for particular, defined assignments at the request of the City. When an occasion arises which the City desires to be covered by a lump sum fee, CobbFendley will negotiate an acceptable fee with the City and prepare an addendum to this Agreement which describes the scope of services to be provided and the fee. The addendum will be effective only after its signature by both parties.

Direct Personnel Expense means salaries and wages paid to CobbFendley's employees plus payroll related costs and benefits such as payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable hereto. Reimbursable Direct Expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges.



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to adopt an ordinance of the City Council of the City of Hunters Creek Village, Texas, declaring that the unopposed candidates for Councilmember Positions Nos. 1, 2, and 3 are duly elected; cancelling the May 4, 2024, General Municipal Election; and containing other provisions relating to the subject.

**EXHIBITS:** Ordinance

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**ORDINANCE NO. 2024-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, DECLARING THAT THE UNOPPOSED CANDIDATES FOR COUNCILMEMBER POSITIONS NOS. 1, 2, AND 3 ARE DULY ELECTED; CANCELLING THE MAY 4, 2024, GENERAL MUNICIPAL ELECTION; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, on January 23, 2024, the City Council of the City of Hunters Creek Village, Texas, adopted Ordinance No. 2024-940 ordering that a General Municipal Election be held on May 4, 2024, for the purpose of filling the following positions:

- Councilmember, Position No. 1
- Councilmember, Position No. 2
- Councilmember, Position No. 3

WHEREAS, the deadlines for filing applications for a place on the ballot, or for a place on the list of write-in candidates, for the positions for which the general election was to be held have all expired; and

WHEREAS, the City Secretary has certified to the City Council, in writing, that: a) Stuart Marks is unopposed for election to the office of Councilmember, Position No. 1; b) Fidel Sapien is unopposed for election to Councilmember, Position No. 2; and c) Linda Knox is unopposed for election to Councilmember, Position No. 3. Now therefore,

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

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

Section 2. The following unopposed candidates are hereby declared elected to the offices specified below, and shall be issued certificates of election:

Stuart Marks, Councilmember, Position No. 1;  
Fidel Sapien, Councilmember, Position No. 2; and  
Linda Knox, Councilmember, Position No. 3.

Section 3. The General Municipal Election scheduled for the 4th day of May, 2024, is hereby cancelled. The Certification of Unopposed Candidates is attached hereto as Exhibit "A".

Section 4. The City Secretary is ordered to issue Certificates of Election to the unopposed candidates immediately after the date the canvass of the canceled election would have taken place.

Section 5. The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day at the polling place that would have been used for the election.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Hunters Creek Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there by one or more parts.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of February, 2024.

---

Jim Pappas, Mayor

ATTEST:

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Tom Fullen, City Administrator  
Acting City Secretary

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER  
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE  
CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

**To: Presiding Officer of Governing Body**  
***Al: Presidente de la entidad gobernante***

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el Mayo 4, 2024.*

List offices and names of candidates:  
*Lista de cargos y nombres de los candidatos:*

<b>Office(s) Cargo(s)</b>	<b>Candidate(s) Candidato(s)</b>
<i>Councilmember, Position No. 1</i>	<i>Stuart Marks</i>
<i>Councilmember, Position No. 2</i>	<i>Fidel Sapien</i>
<i>Councilmember, Position No. 3</i>	<i>Linda Knox</i>

\_\_\_\_\_  
**Signature (Firma)**

\_\_\_\_\_  
**Printed name (Nombre en letra de molde)**

**(Seal) (sello)**

\_\_\_\_\_  
**Title (Puesto)**

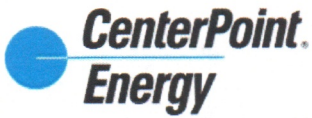
\_\_\_\_\_  
**Date of signing (Fecha de firma)**



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve a resolution to deny the CenterPoint Energy Texas Gas rate change.  
**EXHIBITS:** Resolution

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Patrick H. Peters III  
Vice President – Regulatory Legal  
patrick.peters@centerpointenergy.com

1005 Congress Ave.  
Suite 650  
Austin, TX 78701  
(512) 397-3032

January 26, 2024

Honorable Mayor and City Officials  
City of Hunters Creek, Texas

Subject: Notice of CenterPoint Energy Houston Electric, LLC Filing to Change Rates

CenterPoint Energy Houston Electric, LLC (“CenterPoint Houston”), in accordance with the Public Utility Regulatory Act, hereby provides notice of its intent to file an application to adjust its rates for both retail and wholesale delivery of electricity not earlier than February 28, 2024, and not later than March 9, 2024.

On the date that CenterPoint Houston files its application at the Public Utility Commission of Texas (“PUCT”), CenterPoint Houston will also provide you with an electronic version of the rate filing application. If you have questions concerning this notice, please contact Ms. Alice Hart at (713) 207-5322.

Sincerely,

A handwritten signature in black ink that reads "P. H. Peters III". The signature is written in a cursive, slightly stylized font.

Patrick H. Peters III

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS FINDING THAT THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TO CHANGE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Hunters Creek Village, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) within the unincorporated areas of the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions, and a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, the City is a member of Cities Served by CenterPoint Gas (“Cities”) (such participating cities are referred to herein as “Cities”), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions; and

**WHEREAS**, on or about October 30, 2023, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$37.4 million annually and to all customers residing in the City; and

**WHEREAS**, Cities is coordinating its review of CenterPoint’s Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company’s filing; and

**WHEREAS**, through review of the application, Cities’ consultants determined that CenterPoint’s proposed rates are excessive; and

**WHEREAS**, the Cities’ members and attorneys recommend that Cities members deny the Statement of Intent; and

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

**Section 1.** That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

**Section 2.** That the Company shall continue to charge its existing rates to customers within the City.

**Section 3.** That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

**Section 4.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**Section 5.** That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie Mauldin, General Counsel to the Cities Served by CenterPoint Gas at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this \_\_\_\_\_ day of February, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim Kirwin, City Attorney



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to renew the maintenance agreement with Texas Elite Generators for the City's generator.  
**EXHIBITS:** Agreement

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TEXAS ELITE GENERATORS MAINTENANCE AGREEMENT  
P.O. BOX 1716 Waller, TX. 77484  
832-309-2398

**PLANNED REMOTE MONITORING MAINTENANCE AGREEMENT  
Renewal**

Date: 2/9/ 2024

**Agreement Amt. \$795.00 1 Year monitoring renewal \$1590.00 2 Year monitoring renewal** (1) Lube Oil and Filter Change per year. This Planned Maintenance Agreement (\*Agreement\*) is entered into by Texas Elite Generators and City of Hunters Creek Village (\*Owner\*) for the purpose of performing planned maintenance on equipment listed on the attachment. The purpose of this Agreement is to obtain the best possible operation of customer equipment and lessen the necessity of breakdown and emergency service. Upon acceptance of this Agreement, Texas Elite Generators will render the services and furnish the products outlined below. The services will be rendered during normal business hours of 8:00 and 5:00 Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be (1) One.

**I. SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY TEXAS ELITE GENERATORS:**

1. Visually inspect the site and equipment.
2. Inspect spark plugs, change if necessary.
3. Inspect cooling system for pressure leaks, verify antifreeze is full.
4. Inspect and adjust engine fan belts as necessary.
5. Inspect, clean and/or replace as needed dry type air cleaner element
6. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition.
7. Check oil level, start unit, warm up, and check oil pressure.
8. Inspect starting system including batteries, cables, battery charger, and alternator.
9. Inspect engine and generator control functions and time delays as applicable.
10. Inspect all instruments for proper operation.
11. Inspect automatic switch(s) for proper operation, which includes time delays and exercisers where possible.
12. Test run generator at customer's request.

13. Change all lube oil, and applicable filter elements (X) Annually; ( ) Semi-Annually; ( ) Quarterly. Lube oil furnished at location by (X) Texas Elite Generators, Inc.; ( ) Customer.
14. Provide or update generator service label.
15. All repair labor, parts and materials included at no additional charge while generator is under factory warranty (after which time parts and labor will be billed at our normal rate)

II. SERVICES TO BE PERFORMED BY OWNER

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize possible emergency service needs. A record of these maintenance procedures should be maintained for reference.

1. Exercise system weekly, manually or automatically.
2. Check for fuel, oil or coolant leaks.

The Owner will provide access to the equipment under this Agreement without unnecessary delay. Any waiting time for access to the equipment will be invoiced at published rates (referenced Paragraph III). Should TEG and/or its subcontractors be delayed or have to reschedule due to pets and/or any other type of interference to the safe installation or services, any waiting time for access to the equipment / site or reschedule will be invoiced at published rates.

III. CHARGES FOR SERVICES BY TEXAS ELITE GENERATORS:

1. The Owner agrees to pay Texas Elite Generators, Inc. a fee of **\$795.00 for remote monitoring renewal.**
2. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed
3. Hourly rates, mileage and miscellaneous charges for generators that are not under warranty will be billed to the Owner:
  - For repairs required and corrected during scheduled maintenance trips, and
  - For emergency repairs when Texas Elite Generators, Inc. is called to the locations by the Owner to correct a specific problem at the following rates:

Labor per hour - regular	<u>\$ 145.00</u>
Labor per hour - overtime	<u>\$ 235.00</u>
Trip Charge - regular	<u>\$ 350.00</u>
Trip Charge – after hrs.	<u>\$ 550.00</u>
Mileage (per mile)	<u>\$ Inc.</u>

Rates are subject to change effective on the annual renewal date of this Agreement by written notice from Texas Elite Generators to the Owner.

4. The Owner shall reimburse Texas Elite Generators for any excise, sales or use taxes incident to the service of Texas Elite Generators or which Texas Elite Generators shall be required to pay or collect.
5. Terms of payment are net 15 days from date of invoice, subject to Texas Elite Generators Credit Department approval.

IV. 24-HOUR EMERGENCY SERVICE:

Texas Elite Generators will provide 24-hour emergency service in addition to regularly scheduled service. Charges for emergency service will be billed to the Owner at the then published service and parts rates (reference Paragraph III).

V. TERM OF AGREEMENT:

The term of this Agreement shall be one or two years depending on purchased option. A new updated agreement for successive terms of one year each will need to be signed to maintain continued planned maintenance service on the equipment. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below, and neither party shall assert a claim against the other party as a result of such termination.

VI. TEXAS ELITE GENERATORS RESPONSIBILITY LIMITATIONS:

- A. Texas Elite Generators shall have no liability for damage to the system arising from misuse, negligence or alterations and shall have no obligation to repair damage caused by accident, third party or failure to provide a suitable installation as specified in the installation manual furnished with the system.
- B. Texas Elite Generators shall have no liability for damage caused in whole or in part by civil strife, vandalism, catastrophe, act of God, improper use of the system by the user or by other external causes to the system.
- C. Texas Elite Generators will repair any such damage outlined in A and/or B above on a time and material basis in accordance with its then published service and parts rates (reference Paragraph III).

VII. LIABILITY:

OWNER AGREES THAT TEXAS ELITE GENERATORS SHALL NOT IN ANY EVENT BE LIABLE TO OWNER FOR LOST PROFITS OR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES ARISING FROM THIS AGREEMENT OR TEXAS ELITE GENERATORS PLANNED MAINTENANCE AGREEMENT OBLIGATIONS HEREUNDER, WHETHER OR NOT CAUSED BY NEGLIGENCE OR OTHERWISE AND TEXAS ELITE GENERATORS SHALL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH FAILURE IS DUE TO ACTS OF GOD, WAR OR GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, CRITICAL MATERIALS SHORTAGE, FIRES, FLOODS, STRIKES, LOCKOUTS, FREIGHT EMBARGOES, INCLEMENT WEATHER, ERRORS OR DEFECTS IN THE DATA SUPPLIED BY OWNER, OR BY ANY OTHER CAUSE OR CONDITION BEYOND TEXAS ELITE GENERATORS, INC.'S CONTROL.

VIII. GENERAL:

1. In the event any of the equipment covered by this Agreement is sold or moved, this Agreement shall be of no further force or effect, subject to renegotiation.
2. The waiver by Texas Elite Generators of a breach of any provision of this Agreement by the Owner shall not constitute a waiver of any subsequent breach by the Owner.
3. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas.
4. This Agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of the terms thereof.
5. No representation or statement not expressly contained in this Agreement or incorporated herein by reference shall be binding upon Texas Elite Generators as a warranty or otherwise.
6. This Agreement is not subject to alteration except as mutually agreed in writing by the parties.
7. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.

**1-2 YR MONITORING**

OWNER EQUIPMENT TO BE SERVICED 80KW Generac Model# QT08054ANSNA  
Serial# 4637208 OF600/ OF5419

ACCEPTED: TEXAS ELITE GENERATORS, INC. DATED: 2/9/2024

*Brent Fridrich*

By: **Brent Fridrich**  
Address: PO Box 1716  
Waller, TX. 77484  
832-309-2398

ACCEPTED: DATED: \_\_\_\_\_

By: City of Hunters Creek Village

Address: #1 Hunters Creek Place  
Hunters Creek Village , Texas 77024  
713-465-2150  
Email: tfullen@cityofhunterscreek.org

Oil Change March 2024

Oil Change March 2025

Please remit payment at the time you sign the maintenance contract



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action regarding Chapter 30 solicitor and peddler permits, rules, and regulations.  
**EXHIBITS:** Solicitor Permit Application

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Applicant shall provide a certified copy of the Charter or Articles of Incorporation or Certificate of Authority to do business in the State of Texas.

Products or services for which you will be soliciting: \_\_\_\_\_

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

Project Solicitation Period: \_\_\_\_\_

Start date

End date

**Required Documentation:** If incorporated in Texas – a Certified copy of the Charter or Articles of Incorporation. If incorporated outside of Texas – a Certified copy of your Certificate of Authority to do business in the state of Texas.

Have you been convicted of a Felony or any crime involving moral turpitude with the past five years:  
(  )Yes (  )No. If Yes, list the date, location, charge and disposition of each case.

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

Do you have any unresolved business disputes pending with any individual, the Better Business Bureau, or a Consumer Protection Agency? (  )Yes (  )No. If Yes, please explain on the reverse side of this form.

List the last four communities in which you have conducted business and the beginning and ending dates in which business was conducted.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

Under penalty of perjury, I affirm that the above statements are true and correct, and I understand that any false or misleading statements herein shall be grounds for license denial. Should I be issued a license, I understand that (1) it is the property of the City of Hunters Creek Village; (2) that it is issued to me alone and; (3) that it must be worn conspicuously while soliciting. I understand that soliciting at any location with a posted "No Solicitors" or "No Soliciting" sign is expressly prohibited by this ordinance.





**ARTICLE I. IN GENERAL**

**Secs. 30-1—30-18. Reserved.**

**ARTICLE II. SOLICITORS AND PEDDLERS****Sec. 30-19. Definitions.**

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

*Commodities, goods or merchandise* means personal property of any nature whatsoever.

*Itinerant vendors* means any person, their representatives, agents and employees, who engages in a business, within the city, of selling or offering for sale any goods or merchandise, or exhibiting the same for sale, or for the purpose of taking orders for the sale thereof; who display, exhibit, sell or offer for sale such goods, merchandise or services upon or from a truck or other vehicle within the city; or who temporarily hire, rent, lease or occupy any room or space in any building, structure, or other enclosure or vacant lot within the city upon which such business is to be operated or conducted. The term "itinerant vendors" shall not include individuals connected with solicitation of funds for a charitable purpose as that phrase is defined in this section.

*Peddler* means any person, their representatives, agents and employees, who engages in the business within the city of selling, offering for sale or exhibition for sale of any commodity or service, from house to house or from place to place and not from one established spot. Delivery of the commodity or service is made or to be made at the time of sale. Collection of the sales price at time of sale or later is immaterial. The term "peddler" shall not include individuals connected with solicitation of funds for a charitable purpose, as that phrase is defined in this section.

*Services* means the performance of labor for the benefit of another, or at another's command.

*Solicitation of funds for a charitable purpose* means any request for the donation of money,

property or anything of value, or the pledge of a future donation of money, property or anything of value; or the selling or offering for sale of any property real or personal, tangible or intangible, whether of value or not, including but not limited to goods, books, pamphlets, tickets, publications or subscriptions to publications or brochures upon the representation, express or implied, that the proceeds of such sale will be used for a charitable purpose, as such term is herein defined. The term "charitable purpose" shall mean a philanthropic, religious or other nonprofit objective including benefiting poor, needy, sick, refugee or handicapped persons; to benefit any church or religious society, sect, group or order; to benefit a patriotic or veterans' association or organization; to benefit any fraternal, social or civic organization, or to benefit any educational institution. The term "charitable purpose" shall not be construed to include a direct benefit to the individual making the solicitation or for the benefit of any political group or political organization which is subject to financial disclosure under state or federal law.

*Solicitor or canvasser* means any person, their representatives, agents and employees, who engages in the business within the city of taking orders for future delivery of commodities or services, or solicits subscriptions, orders, contributions or any kind of support for remuneration or gain, from house to house or from place to place. This term "solicitor" or "canvasser" shall not include individuals connected with solicitation of funds for a charitable purpose, as that phrase is defined in this section.

*Temporary business* means the business use of any real property within the city for which definite written arrangements with the owner have not been made for occupancy of the premises for a term in excess of 90 days. Definite arrangements would include, without being limited to, a lease agreement or other document conveying an enforceable right of occupancy.  
(Code 2002, § 4.301; Ord. No. 527, 2-18-1997)

**Sec. 30-20. Liability of corporate officers.**

If business, fundraising or communication under the provisions of this article shall be con-

ducted by a corporation, it shall be unlawful for any officer, agent or employee of such corporation to cause or permit a violation of this article. (Code 2002, § 4.302; Ord. No. 527, 2-18-1997)

**Sec. 30-21. Exemptions.**

(a) A peddler, solicitor, canvasser or itinerant vendor conducting activities on the property of another by express, prior invitation of the owner thereof is exempt from the provisions of this article.

(b) A vendor selling or exhibiting for sale commodities, goods, merchandise or services to persons engaged in the business of buying, selling and dealing in the same within the city is exempt from the provisions of this article.

(c) Persons conducting activities in connection with solicitation of funds for a charitable purpose are exempt from the provisions of this article. (Code 2002, § 4.303; Ord. No. 527, 2-18-1997)

**Sec. 30-22. Unlawful conduct.**

It shall be unlawful for any peddler, solicitor, canvasser or itinerant vendor to:

- (1) Conduct a business or related activity within the city without a valid registration certificate as hereinafter provided.
- (2) Conduct a business or related activity within the city without a valid identification card as hereinafter provided.
- (3) Conduct a business or related activity without visibly displaying the identification card issued to that individual.
- (4) Alter a registration certificate or identification card issued by the city.
- (5) Conduct a business or related activity within the city after the expiration of the registration certificate issued by the city.
- (6) Conduct a business or related activity within the city different than described in the registration statement required by this article.
- (7) Provide false, inaccurate or misleading information in the registration statement.

- (8) Use a vehicle or vehicles in the conduct of a business or related activity not identified in the registration statement.
- (9) Conduct a business from a location or locations within the city not listed in the registration statement.
- (10) Conduct a business or related activity at a residence or business in defiance of any express notification, including posted notice exhibited at such residence or business, indicating that solicitations are not welcome or not invited.
- (11) Conduct a business selling, offering for sale, exhibiting for sale or taking of orders for delivery of any commodities, goods, merchandise or services not listed and described in the registration statement.
- (12) Sell, assign or transfer, or attempt to sell, assign or transfer a registration certificate or identification care.
- (13) Conduct a business authorized under a registration certificate issued pursuant to this article on any public sidewalk, public street right-of-way or other public property within the city without written authorization from the city.
- (14) Conduct a business during hours other than those permitted by this article. (Code 2002, § 4.304; Ord. No. 527, 2-18-1997)

**Sec. 30-23. Authority for admission to inspect.**

A representative of the city, designated by the chief of police, shall have the authority to request admission to inspect, at a reasonable time without advance notice, a business operating under a registration certificate issued pursuant to this article to determine whether the permit holder's business and related activities are as represented in the registration statement. If such admission is denied, or if the chief of police deems it advisable, then the chief shall have the authority to obtain a warrant in accordance with applicable law for the purpose of allowing the inspection. (Code 2002, § 4.305; Ord. No. 527, 2-18-1997)

**Sec. 30-24. Hours.**

Business conducted in accordance with this article shall be carried out during central standard time from 9:00 a.m. to 7:00 p.m. and during daylight saving time from 9:00 a.m. to 8:00 p.m. (Code 2002, § 4.306; Ord. No. 527, 2-18-1997)

**Sec. 30-25. Registration statement.**

Prior to commencement of business and related activities by any peddler, solicitor, canvasser or itinerant vendor, a registration statement shall be completed on a form provided by the chief of police for that purpose, stating and/or providing the following:

- (1) Name of applicant (person who completes the registration statement);
- (2) Height, weight, sex and hair color of applicant;
- (3) A color or black and white photograph of the applicant, no larger than two inches by two inches, taken not more than 90 days prior to the registration;
- (4) Social security number of applicant;
- (5) Permanent home address and local address, if different;
- (6) Applicant's driver's license number and state of issuance. The chief of police shall verify this information from the applicant's license. If the applicant has no driver's license, other identification shall be provided;
- (7) Name of individual, firm, company or organization represented, if any, and the permanent address and local address of any individual, firm, company or organization represented:
  - a. The last four communities in which business was conducted by the individual, firm, company or organization represented shall be listed, with the period (beginning and ending month/year) business was conducted in each community listed; and
  - b. If the applicant or person represented is a corporation incorporated under the laws of the state, the corporation shall provide a certified copy of the charter or article of incorporation; or
- c. If the applicant or person represented is a corporation incorporated under the laws of a state other than the state, the corporation shall provide a certified copy of its certificate of authority to do business in the state.
- (8) Description, vehicle license number and state of registration of each vehicle, if any, that will be operated under the registration certificate being applied for;
- (9) The name, height, weight, sex, hair color, social security number, permanent home address and driver's license number and state of issuance for each individual who will be involved in business under the registration certificate. If an individual has no driver's license, other identification shall be provided;
- (10) Prior to issuance of the registration certificate and identification cards provided for in this section, each individual whose name is listed by the applicant shall present his driver's license or other identification in person to the chief of police for verification of the information provided by the applicant;
- (11) A color or black and white photograph of each individual who is listed by the applicant, no larger than two inches by two inches, taken not more than 90 days prior to the registration;
- (12) A description of the business and related activities to be conducted;
- (13) Character and description of commodities, goods, merchandise or services to be offered for sale;
- (14) Location or locations from which business and other activities will be conducted;
- (15) Prior to issuance of the registration certificate and identification cards provided for in this section, the applicant and each

individual whose name is listed by the applicant, shall answer on the registration statement, or on an attachment thereto, whether he has ever been convicted of any related felony or a misdemeanor, as described in V.T.C.A., Occupations Code § 53.021 et seq.;

- (16) Prior to issuance of the registration certificate and identification cards provided for in this section, the applicant and each individual whose name is listed by the applicant, shall on the registration statement or attachment thereto, separately list and explain the nature of each and every such conviction, whether for felony or misdemeanor offenses, other than convictions for misdemeanor traffic law offenses, and give the state where the conviction occurred and the year of such conviction; and

- (17) The term or period during which the business activities will be conducted, not to exceed 180 days. Upon expiration of the 180-day period, or shorter period indicated by the applicant on the permit registration statement, the applicant must complete a new registration statement in accordance with the requirements of this section if renewal is desired.

(Code 2002, § 4.307; Ord. No. 527, 2-18-1997)

**Sec. 30-26. Registration fee.**

Every registration statement shall be accompanied by a registration fee as set by resolution or ordinance of the city council from time to time and kept on file in the office of the city secretary to compensate the city for the cost of administering this article. Such fee will be nonrefundable, irrespective of whether a certificate of registration is issued.

(Code 2002, § 4.308; Ord. No. 527, 2-18-1997)

**Sec. 30-27. Registration certificate.**

(a) When all the prerequisites of this article have been complied with, the chief of police shall initiate appropriate action to process the application. The chief of police shall make an appropriate investigation of an applicant, any person listed by

the applicant and any information provided. The chief of police shall issue a registration certificate to the applicant authorizing the sale, offer for sale, taking of orders for sale and exhibition of commodities, good, merchandise and services within 15 working days after the applicant has fully complied with all applicable provisions of this article, subject to denial of registration certificate or identification card as outlined in section 30-30.

(b) The registration certificate shall state the effective term and the beginning and ending dates not to exceed 180 days. Upon expiration, the registration certificate may be renewed upon full compliance with the requirements of this article.

(c) A registration certificate issued hereunder shall be personal to the applicant and shall not be sold, assigned or transferred to any other persons. Any attempted sale, assignment or transfer of registration certificate shall be grounds for revocation of the registration certificate.

(Code 2002, § 4.309; Ord. No. 527, 2-18-1997)

**Sec. 30-28. Identification cards.**

(a) In conjunction with the issuance of a registration certificate under this article, the chief of police shall issue identification cards for each individual whose name is listed in the registration statement. The identification card shall be laminated in clear plastic. It shall have a metal clothing clip; it shall contain the photograph of the holder; and it shall state the holder's name, driver's license number and state of issuance, and height, weight, sex and hair color of the cardholder; the term of the permit; and the nature of the business and related activities. The card shall contain the following disclaimer of any endorsement by the city, to be placed in a conspicuous place upon such card:

"THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, DOES NOT ENDORSE THE PRODUCT, SERVICE OR ACTIVITY PROMOTED BY THIS CARDHOLDER."

(b) An identification card issued in accordance with this article shall be personal to the cardholder and shall not be sold, assigned or transferred to any other person. Any attempted sale, assignment or transfer of an identification card shall be

grounds for revocation of the registration certificate and the identification cards issued thereunder.

(c) The chief of police shall issue up to five identification cards with the registration certificate without any additional charge. The applicant may obtain additional or replacement identification cards by paying to the city an amount as set by resolution or ordinance of the city council from time to time and kept on file in the office of the city secretary.

(Code 2002, § 4.310; Ord. No. 527, 2-18-1997)

#### **Sec. 30-29. Display of identification card.**

While conducting business covered by the registration certificate, each cardholder shall visibly display the identification card for identification by clipping the identification card to the clothing of the holder so that the identification card is in plain view.

(Code 2002, § 4.311; Ord. No. 527, 2-18-1997)

#### **Sec. 30-30. Denial of certificate, card to specified individuals.**

(a) The issuance of a registration certificate may be denied if:

- (1) Any violation of this article or other city ordinances or laws relating to the business or related activities to be conducted under the registration certificate applied for has been committed by any individual or individuals who would operate under such registration certificate;
- (2) False, inaccurate or misleading information is contained in the registration statement;
- (3) The applicant is overdue in payment to the city of taxes, fees, fines or penalties assessed or imposed against him/her; or
- (4) The applicant fails to fully comply with applicable provisions of this article.

(b) Conviction of a related felony or misdemeanor, as described in V.T.C.A., Occupations Code § 53.021 et seq., shall be grounds for:

- (1) Denial of issuance to that individual of an identification card;

(2) Removal from the registration statement on file with the city of any such person so convicted; and/or

(3) Denial of the right to conduct business covered by such certificate by any such person so convicted.

(c) Notice of a denial of a registration certificate, or denial of an identification card to any individual shall be given in writing, specifically setting forth the reasons for such denial and what action will be required before a registration certificate can be issued. Such notice shall be served in person, or by depositing the same in the United States mail, addressed to the applicant's local address if provided, or to the permanent business or home address listed on the registration statement.

(Code 2002, § 4.312; Ord. No. 527, 2-18-1997)

#### **Sec. 30-31. Revocation of certificate.**

The city may revoke a registration certificate if:

- (1) Any violation of this article, or any violation of other city ordinances or laws relating to the business or related activities covered by the registration certificate is committed by any individual or individuals operating under the registration certificate during the original term or renewal thereof; or
- (2) False, inaccurate or misleading information is contained in the registration statement; or
- (3) There is conviction of a related felony or misdemeanor, as described in V.T.C.A., Occupations Code § 53.021 et seq.

(Code 2002, § 4.313; Ord. No. 527, 2-18-1997)

#### **Sec. 30-32. Appeal of denial or revocation.**

An applicant or other individual who has been denied a registration certificate or identification card or who has had a registration certificate revoked may appeal that action to the city council by submitting a letter to the city secretary's office within ten days of the action complained of. A hearing on the denial will be scheduled for the

next regular city council meeting. The city council will render its decision on the appeal at the meeting during which the appeal is considered. (Code 2002, § 4.314; Ord. No. 527, 2-18-1997)

**Secs. 30-33—30-52. Reserved.**

**ARTICLE III. CHARITABLE SOLICITATIONS**

**DIVISION 1. GENERALLY**

**Sec. 30-53. Definitions.**

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

*Charitable purpose* means a philanthropic, religious or other nonprofit objective including to benefit poor, needy, sick, refugee or handicapped persons; to benefit any church or religious society, sect, group or order; to benefit a patriotic or veterans' association or organization; to benefit any fraternal, social or civic organization; or to benefit any educational institution. The term "charitable purpose" shall not be construed to include a direct benefit to the individual making the solicitation or for the benefit of any political group or political organization which is subject to financial disclosure under state or federal law.

*Individual* means only a natural person.

*Solicit funds or solicitation of funds* means any request for the donation of money, property, or anything of value, or the pledge of a future donation of money, property or anything of value; or the selling or offering for sale of any property, real or personal, tangible or intangible, whether of value or not, including but not limited to goods, books, pamphlets, tickets, publications or subscriptions to publications, or brochures upon the representation, express or implied, that the proceeds of such sale will be used for a charitable purpose, as such term is herein defined. Expressly excluded from the meaning of the term "solicit funds" or "solicitation of funds" is any offer of membership in any organization and any solicitation of funds for any purpose by either a govern-

mental agency or a political subdivision. The means of solicitation of funds covered by this definition are limited to a solicitation communicated in the physical presence of any individual within the corporate limits of the city. A solicitation as defined herein shall be deemed completed when made, whether or not the person making the same receives any contribution or makes any sale referred to in this article.

(Code 2002, § 4.901; Ord. No. 528, 2-18-1997)

**Sec. 30-54. Unlawful solicitation.**

(a) It shall be unlawful for any person, directly or through an agent or employee, to solicit funds for charitable purposes within the corporate limits of the city unless such person shall have first obtained a certificate of registration from the city secretary, as hereinafter provided.

(b) It shall be unlawful for any individual as the agent or employee of another to solicit funds for charitable purposes in the city unless his principal or employer has obtained a certificate of registration as hereinafter provided.

(c) It shall be unlawful for any person to solicit funds for charitable purposes in the city between the hours of 7:00 p.m. and 9:00 a.m. during central standard time and between the hours of 8:00 p.m. and 9:00 a.m. during daylight saving time.

(d) It shall be unlawful for any person to solicit funds for charitable purposes at a residence or business in defiance of any express notification, including posted notice exhibited at such residence or business, indicating that solicitations are not welcome or invited.

(e) It shall be unlawful for any person, directly or through an agent or employee, to solicit funds for charitable purposes within the corporate limits of the city after the expiration of any certificate of registration issued as hereinafter provided.

(f) It shall be unlawful for the person registering or the agents or employees thereof to solicit funds in the city for a charitable purpose other than that purpose identified and set out in the registration statement upon which the certificate of registration was issued.

(g) It shall be unlawful for any person who shall solicit funds for charitable purposes in the city to represent, in connection with such solicitation of funds, that the issuance of a certificate of registration by the city constitutes an endorsement or approval of the purposes of such solicitation of funds by the city or any officer or employee thereof.

(Code 2002, § 4.902; Ord. No. 528, 2-18-1997)

**Sec. 30-55. Registration statement.**

All persons desiring to solicit funds for charitable purposes in the city shall file with the city secretary a registration statement on forms provided by the city containing the following:

- (1) The name of the person registering and desiring to solicit funds for charitable purposes;
- (2) Whether the person registering is an individual, partnership, corporation or association;
  - a. If an individual, his business or residence address and telephone number;
  - b. If a partnership, the names of all partners and the principal business address and telephone number of the partnership and each partner;
  - c. If a corporation, whether it is organized under the laws of the state or is a foreign corporation, the mailing address, business location, telephone number and name of the individual in charge of the local office of the corporation, and if a foreign corporation, the place of incorporation;
  - d. If an association, the association's principal business address and telephone number, if any, and the names, business or residence addresses and telephone numbers of all principal officers and managers. If the association is part of a multi-state organization or association, the mailing address and business location of its principal headquarters shall be given
- (3) A brief description of the charitable purpose for which the funds are to be solicited and an explanation of the intended use of the funds toward that purpose;
- (4) The names of all individuals authorized to incur expenses related to the solicitation or to disburse any proceeds of the solicitation;
- (5) The name, mailing address and telephone number of each individual who will have organization responsibility with respect to the solicitation of funds. If there are more than 20 such individuals, the person registering may alternatively list the 20 individuals with the principal organizational responsibility with respect to the solicitation of funds;
- (6) The time period within which the solicitation of funds is to be made, giving the date of the beginning of solicitation and its projected conclusion;
- (7) A description of the methods and means by which the solicitation of funds is to be accomplished;
- (8) The total amount of funds proposed to be raised;
- (9) A projected schedule of salaries, wages, fees, commissions, expenses and costs that the person registering reasonably believes will be expended and paid in connection with the solicitation of funds or in connection with their disbursement, and an estimated percentage of the total projected collections which the costs of solicitation will comprise. These figures shall cover the entire time period during which the solicitation is to be made;
- (10) A financial statement for the last preceding fiscal year of any funds collected for charitable purposes by the person filing the registration statement, giving the amount of money so raised, together with the cost of raising it and final distribution thereof;



- (11) A statement to the effect that if a certificate of registration is granted, such certificate will not be used as or represented to be an endorsement by the city or any of its officers or employees;
- (12) As to each officer, director, trustee, partner or any current agent or employee engaging in the solicitation of funds who within the past seven years has been convicted of (or been incarcerated for any conviction of) a felony or a misdemeanor involving moral turpitude, the name of the individual, the nature of the offense, the name of the state where the conviction occurred and the year of the conviction;
- (13) If the person registering is unable to provide any of the foregoing information, an explanation of the reasons why such information is not available;
- (14) The registration statement shall be signed by or on behalf of the person registering. If the person registering is an individual, the individual shall sign the statement. If the person registering is a partnership, the partner charged with disbursing the funds solicited shall sign the statement. If the person registering is a corporation or an association, its officer charged with disbursing the funds solicited shall sign the statement. The individual signing the registration statement shall sign the statement and swear before an officer authorized to administer oaths that he has carefully read the registration statement and that all the information contained therein is true and correct.

If while any registration statement is pending, or during the term of any certificate of registration granted thereon, there is any change in fact, policy or method that would alter the information given in the registration statement, the applicant shall notify the city secretary in writing thereof within 24 hours after such change.

(Code 2002, § 4.903; Ord. No. 528, 2-18-1997)

**Sec. 30-56. Registration fee.**

Every registration statement shall be accompanied by a registration fee as set by resolution or

ordinance of the city council from time to time and kept on file in the office of the city secretary to compensate the city for the cost of administering this article. Such fee will be nonrefundable, irrespective of whether a certificate of registration is issued.

(Code 2002, § 4.904; Ord. No. 528, 2-18-1997)

**Sec. 30-57. Public disclosure.**

All registration statements filed with the city secretary whether or not a certificate of registration has been issued shall be public records and shall be available for inspection by members of the public during the city's regular business hours. Copies may be obtained at the fees prescribed by law for copies of city records.

(Code 2002, § 4.910; Ord. No. 528, 2-18-1997)

**Sec. 30-58. Exceptions.**

The following are excepted from the provisions of this article:

- (1) The solicitation of funds for charitable purposes by any organization or association from its members; and
- (2) The solicitation of funds for charitable purposes by a person when such solicitation occurs on premises owned or controlled by the person soliciting funds or with the permission of the person who owns or controls the premises.

(Code 2002, § 4.911; Ord. No. 528, 2-18-1997)

**Secs. 30-59—30-76. Reserved.**

**DIVISION 2. CERTIFICATE OF REGISTRATION**

**Sec. 30-77. Issuance.**

Within ten working days of receipt of the registration statement, the city secretary shall either issue a certificate of registration as provided in section 30-79, or notify the person registering that the registration statement does not comply with the requirements of section 30-55, and shall specifically set out what information or explana-

tion has not been furnished that is required before the certificate of registration can be issued. (Code 2002, § 4.905)

**Sec. 30-78. Not transferable.**

Any certificate of registration issued hereunder shall not be assigned or transferred to any other person, firm, corporation or association. Any such attempted assignment or transfer shall render the certificate of registration void. (Code 2002, § 4.906)

**Sec. 30-79. Prescribed form.**

The city secretary shall prescribe the form of the certificate of registration. However, each such certificate of registration shall be printed in black, except the following statement which shall be printed prominently thereon in red: "The issuance of this certificate of registration is not an endorsement by the city, or any of its officers or employees." Each certificate of registration shall bear a registration number issued by the city secretary, and the same number shall be assigned to the file containing the registration statement filed by the registrant. (Code 2002, § 4.907)

**Sec. 30-80. Expiration.**

Each certificate of registration issued by the city shall expire at the conclusion of the solicitation period specified in the registration statement or 180 days from the date of issuance, whichever is less. (Code 2002, § 4.908)

**Sec. 30-81. Required while engaged in solicitation of funds.**

All persons to whom a certificate of registration has been issued under this article shall furnish proper credentials to their agents and solicitors who will engage in the solicitation of funds within the city. It shall be unlawful for any person, or its agents and solicitors to solicit funds for charitable purposes within the city without carrying the certificate of registration required by this article on his person while he is engaged in such soliciting. (Code 2002, § 4.909)



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to accept changes to the City's Investment Policy.  
**EXHIBITS:** City's Investment Policy

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# **CITY OF HUNTERS CREEK VILLAGE INVESTMENT POLICY**

## **SECTION I. - POLICY**

It is the policy of the City of Hunters Creek Village (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue of City funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- Safety and preservation of principal
- Maintenance of sufficient liquidity to meet operating needs
- Public trust from prudent investment activities
- Optimization of interest earnings on the portfolio

## **SECTION II. – PURPOSE**

The purpose of this investment policy is to comply with Chapters 2256 and 2257 of the Government Code ("Public Funds Investment Act" and "Public Funds Collateral Act), which requires the City to adopt a written policy regarding the investment and deposit of its funds and funds under its control. This Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

## **SECTION III. - SCOPE**

This Investment Policy shall govern the investment and deposit of all financial assets of the City, except those listed in Section 2256.004 of the Public Funds Investment Act. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately

- Any new fund created by the City, unless specifically exempted from this Policy by City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs and pension programs.

#### **SECTION IV. INVESTMENT OBJECTIVES**

The City shall manage and invest its cash with four primary objectives, listed in order of priority: safety, liquidity, public trust, and yield, expressed as optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

##### Safety [PFIA 2256.005(b)(2)]

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk - The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
  - Limiting investments to the safest types of investments
  - Pre-qualifying the financial institutions and broker/dealers with which the City will do business
  - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

- Interest Rate Risk - The City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
  - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
  - Investing operating funds primarily in certificates of deposit, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
  - Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

Liquidity [PFIA 2256.005(b)(2)]

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity. In addition, a portion of the portfolio will consist of securities with active secondary or resale markets.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

**SECTION V. - RESPONSIBILITY AND CONTROL**

Delegation of Authority [PFIA 2256.005(f)]

In accordance with the Public Funds Investment Act, the City Council designates the Mayor and the Treasurer as the City's Investment Officers. An Investment Officer is authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of the City funds except as provided under the terms of this Investment Policy as approved by the Council. The investment authority granted to the investing officers is effective until rescinded by the Council.

### Quality and Capability of Investment Management [PFIA 2256.005(f)]

The City shall provide periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

### Training Requirement [PFIA 2256.008]

In accordance with the Public Funds Investment Act, designated Investment Officers shall attend an investment training session no less often than once every two years and shall receive not less than 10 hours of instruction relating to investment responsibilities, unless the City invests municipal funds only in interest-bearing deposit accounts or certificates of deposit. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by Council. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

### Internal Controls

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City Treasurer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members
- Written confirmation for telephone (voice) transactions for investments and wire transfers
- Development of a wire transfer agreement with the depository bank or third party custodian.

### Prudence [PFIA 2256.006]

The standard of prudence to be applied by the Investment Officer shall be the "prudent investor rule". This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in

the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written approved investment policy of the City.

### Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

### Ethics and Conflicts of Interest [PFIA 2256.005(i)]

Officials and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officials shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

## **SECTION VI. - SUITABLE AND AUTHORIZED INVESTMENTS**

### Portfolio Management

To meet the investment objectives of the City, the maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.



- Cash flow needs of the City require that the investment be liquidated.

#### Investments [PFIA 2256.005(b)(4)(A)]

City funds governed by this policy may be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Government Code (Public Funds Investment Act). Investment of City funds in any instrument or security not authorized for investment under the Act is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

#### Certifications from Sellers of Investments [PFIA 2256.005(k)]

The investment officer shall present this policy to any business organization offering to enter into an investment transaction with the City and obtain from such business organization a policy certificate in form acceptable to the City; provided, however, that no certificate is required from a business organization that the City has not employed to use discretionary investment authority. Provided, further, an investment pool used by the City shall provide to the City the pool's policy regarding holding deposits in cash.

#### I. Authorized [PFIA 2256.009(a)]

The following investments are permitted by this policy:

1. U.S. Government obligations, U.S. Government Agency obligations and U.S. Government instrumentality obligations.
2. Certificates of Deposit 1) issued by a depository institution that has its main office or a branch office in Texas, 2) backed by full FDIC, and 3) collateralized as required by Chapter 2257 of the Public Funds Collateral Act.
3. Certificates of Deposit other than those in item 2 above, provided that: 1) the funds are invested through a broker that has its main office or a branch office in Texas and is selected from the list of authorized brokers adopted by the City or a depository institution that has its main office or a branch office in Texas and is selected by the City; 2) the broker or the depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located; 3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and 4) the City appoints an entity authorized by Section 2256.010(b) of the Public Funds Investment Act as custodian with respect to the certificates of deposit issued for the account of the City.
4. Savings and loan association deposits (backed by FSLIC).
5. Money Market Mutual Funds that are 1) registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) rated AAA by at least one nationally recognized rating service, and 4) seek to maintain a net asset value of \$1.00 per share.

6. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) seek to maintain a \$1.00 net asset value, and 4) are authorized by resolution or ordinance by the City Council.
  
7. Any other investment authorized by Section 2256.009(a) of the Public Funds Investment Act; provided, however, that any investments of municipal funds other than investments identified in items 1-6 above: (i) are managed by a professional investment manager under contract with the City to manage these investments; and (ii) are invested in accordance with the requirements of the Public Funds Investment Act and this Policy.

All prudent measures will be taken to liquidate an investment that is downgraded to 1 less than the required minimum rating. The use of Derivatives is prohibited. (PFIA 2256.021)

II. Solicitation of Bids for Certificates of Deposit

Bids for certificates of deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

III. Not Authorized [PFIA 2256.009(b)(1-4)]

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

## SECTION VII. - INVESTMENT PARAMETERS

### Maximum Maturities [PFIA 2256.005(b)(4)(B)]

The longer the maturity of the investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in short-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than two (2) years from the date of purchase.

The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio of the City will have a weighted average maturity of 365 days or less. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security and investment fund of the City. [PFIA 2256.005(b)(4)(C)]

### Diversification [PFIA 2256.005(b)(3)]

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in investments that have higher credit risks ~~(example: commercial paper)~~,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs) and money market funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by investment type, are established for the City's total portfolio:

<u>INVESTMENT TYPE</u>	<u>MAXIMUM INVESTMENT AMOUNT</u>
U. S. Treasury Securities	100%
U. S. Agencies	85%
Certificates of Deposit & Money Market Savings	100%
Accounts Money Market Mutual Funds	50%
Local Government Investment Pools	100%

## **SECTION VIII. - SELECTION OF BANKS AND DEALERS**

### Depository

At least every five (5) years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository shall be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP.
- Complete response to all required items on the bid form.
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

### Authorized Brokers/Dealers [PFIA 2256.025]

The City shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the City. Those firms that request to become qualified bidders for securities transactions will be required to provide: 1) a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation; and 2) a certification stating the firm has received, read and understood the City's investment policy and agrees to comply with the policy. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment pools or investment management firms under contract with the City to invest or manage the City's investment portfolio must sign a certification acknowledging that the organization has received and reviewed the City's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy. [PFIA 2256.005(k-1)]

### Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for: a) transactions with money market mutual funds and local government investment pools and b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.

### Delivery vs. Payment [PFIA 2256.005(b)(4)(E)]

Securities shall be purchased using the delivery vs. payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

## **SECTION IX. - SAFEKEEPING OF SECURITIES AND COLLATERAL**

### Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure the City's deposit accounts. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral pledged to secure deposits will be held by a third party custodian approved by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a Federal Reserve bank or branch of a Federal Reserve bank, or a third party custodian in an institution that is so designated or approved by the City.

### Collateral Policy [PFCA 2257.023]

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less any amount insured by the FDIC. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The Mayor, with approval of the City Council, is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least quarterly to assure that the market value of the pledged securities is adequate.

### Collateral Defined

The City shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities.
- Direct obligations of the state of Texas or its agencies and instrumentalities.

- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less.
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A.

#### Subject to Audit

All collateral shall be subject to inspection and audit by the Treasurer or the City's independent auditors.

### **SECTION X. - PERFORMANCE**

#### Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

#### Performance Benchmark

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U. S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days.

### **SECTION XI. - REPORTING [PFIA 2256.023]**

#### Methods

The Treasurer shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. This summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.

- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the governing body [PFIA 2256.023(d)].

Monitoring Market Value [PFIA 2256.005(b)(4)CD]

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

**SECTION XII. - INVESTMENT POLICY ADOPTION [ PFIA 2256.005(e)]**

The City's investment policy shall be adopted by resolution of the City Council. It is the City's intent to comply with state laws and regulations. The City's investment policy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually, approving any changes or modifications.



**[EXAMPLE]**  
**TEXAS PUBLIC FUNDS INVESTMENT ACT**  
**CERTIFICATION BY BUSINESS**  
**ORGANIZATION**

This certification is executed on behalf of the City of Hunters Creek Village (the investor) and (Business Organization) pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the Act) in connection with investment transactions conducted between the Investor and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code, and
2. The Qualified Representative of the Business Organization has received and reviewed the City of Hunters Creek Village Investment Policy furnished by the Investor, and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the Business Organization has accepted discretionary investment authority.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature of Qualified Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**[EXAMPLE}**  
**LIST OF QUALIFIED**  
**BROKERS**  
**AUTHORIZED TO ENGAGE IN INVESTMENT**  
**TRANSACTIONS WITH THE CITY OF HUNTERS CREEK**  
**VILLAGE**

- 1.
- 2.
- 3.
- 4.
- 5.

The above list of broker/dealers and financial institutions were approved by the City Council at a regular meeting, and are qualified to engage in investment transactions with the City of Hunters Creek Village, as required by the Texas Public Funds Investment Act, Chapter 2256.025.

Name: \_\_\_\_\_, Investment Officer

Date: \_\_\_\_\_



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to consider an agreement from Tyler Technologies for permitting software.  
**EXHIBITS:** Comparison Sheet & Quote

---

Permitting Software Comparison

	<b>Blue Prince</b>	<b>Tyler Technologies/Incode</b>
Software Implementation	\$6,240	\$4,500
Professional Service / Training	\$ 195/hour [beyond the hours included in the Implementation Price]	\$ 6,960 [48 hours]
Data Conversion	-	\$2,500
Project Management	\$1,248	\$250
Recurring Annual Fees	\$5,000	\$2,025
<b>Total 1<sup>st</sup> year cost:</b>	<b>\$12,488</b>	<b>\$16,235</b>



**Sales Quotation For:**  
 City of Hunters Creek Village  
 1 Hunters Creek PI  
 Houston TX 77024-3026  
 Jessica Pierce  
 713-465-2150  
 jessica@cityofhunterscreek.com

Quoted BY DK Robertson  
 Quote Expiration 4/24/24  
 Quote Name Com Dev Permitting

Tyler Software Description	License Total	Annual Maintenance
ERP Pro powered by Incode		
ERP Pro Community Development Suite Permitting	\$ 4,500	\$ 1,125

Tyler Annual Software – SaaS Description	Annual
ERP Pro powered by Incode	
ERP Pro Community Development Suite Permitting Access	\$ 900

**TOTAL: \$ 900**

Services Description	Hours/Units	Extended Price
ERP Pro Community Development Suite		
Professional Services	48	\$ 6,960
Data Conversion Services		\$ 2,500
Other Services		
Project Management	1	\$ 250

**TOTAL: \$ 9,710**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 4,500	\$ 1,125
Total SaaS		\$ 900
Total Tyler Services	\$ 9,710	
<b>Summary Total</b>	<b>\$ 14,210</b>	<b>\$ 2,025</b>
<b>Contract Total</b>	<b>\$ 16,235</b>	

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.  
Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

### Permitting Access

Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.

### Building Projects Data Conversion

Building Project Conversion includes Current Projects, Properties and Contacts - no transaction history.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_





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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve a resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives.  
**EXHIBITS:** Resolution

---

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION AUTHORIZING PARTICIPATION IN  
THE TEXPOOL INVESTMENT POOLS AND  
DESIGNATING AUTHORIZED REPRESENTATIVES.**

**WHEREAS**, the City of Hunters Creek Village, Texas (“Participant”) is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS**, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, the Texas Local Government Investment Pools (“TexPool/TexPool Prime”), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

Section 1. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for investment in TexPool/TexPool Prime.

Section 2. That the individuals, whose signatures appear in the attached TexPool Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section 3. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

**PASSED AND APPROVED** this \_\_\_\_ day of February, 2024.

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

ATTEST:

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



**Authorized Representatives of the Participant (continued)**

5.	<input type="text"/> Signature	<input type="text"/> Telephone Number
	<input type="text"/> Printed Name	<input type="text"/> Fax Number
	<input type="text"/> Title	<input type="text"/> Email
6.	<input type="text"/> Signature	<input type="text"/> Telephone Number
	<input type="text"/> Printed Name	<input type="text"/> Fax Number
	<input type="text"/> Title	<input type="text"/> Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Printed Name

In addition and at the option of the Participant, additional authorized representative(s) can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email
2.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email
3.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email
4.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email
5.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email
6.	<input type="text"/> Printed Name	<input type="text"/> Telephone Number	<input type="text"/> Fax Number	<input type="text"/> Title	<input type="text"/> Email

**Authorized Representatives of the Participant (continued)**

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/TexPool Prime receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Document is to be signed by a Board Officer, Mayor or County Judge and attested by a Board Officer, City Secretary or County Clerk.**

\_\_\_\_\_

Name of Participant

**SIGNED:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**ATTEST:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**Delivery Instructions**

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsyste.ms.com](mailto:texpool@dstsyste.ms.com)

**Fax:** 866-839-3291



# TexPool Investment Pools Participation Agreement

## Preamble

This participation agreement (the "**Agreement**") is made and entered into by and between the Comptroller of Public Accounts (the "**Comptroller**"), acting through the Texas Treasury Safekeeping Trust Company (the "**Trust Company**"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "**TexPool Investment Pools**"), and \_\_\_\_\_ (the "**Participant**").

**WHEREAS**, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "**Acts**") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

**WHEREAS**, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

**WHEREAS**, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

**WHEREAS**, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

**WHEREAS**, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

**WHEREAS**, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

**WHEREAS**, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

**NOW THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

## Article I: Definitions

**"Account"** shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

**"Authorized Investments"** shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

**"Authorized Representative(s) of the Participant"** shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

**"Authorized Representative(s) of the Trust Company"** shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

**"Board"** shall mean the advisory board provided for in the Investment Act (as defined below).

**"Investment Act"** shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

**"Investment Policy"** shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

**"Letter of Instruction"** shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

## Article I: Definitions (continued)

**"Operating Procedures"** shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

**"Participant"** shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

**"Resolution"** shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

## Article II: General Administration

### Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

### Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

### Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

**Section 2.04. Ownership Interest.** Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

**Section 2.05. Independent Audit.** TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

**Section 2.06. Liability.** Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

## Article III: Participant Requirement

**Section 3.01. The Participation Agreement.** The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

### Section 3.02. Operating Procedures.

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**Article IV: Investments**

**Section 4.01. Investments.** All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

**Section 4.02. Failed Investment Transaction.** In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

**Section 4.03. Investment Earnings and Losses Allocation.** All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

**Section 4.04. Commingling of Accounts.** Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

**Article V: Fees, Expenses and Reports**

**Section 5.01. Fees and Expenses.** The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

**Section 5.02. Reports.** A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

**Section 5.03. Confidentiality.** The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**Article VI: Miscellaneous**

**Section 6.01. Notices.** Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

\_\_\_\_\_

Participant

\_\_\_\_\_

Address

\_\_\_\_\_

City

State

Zip

\_\_\_\_\_

Telephone

Fax



**Article VI: Miscellaneous (continued)**

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company  
Attn: TexPool Investment Pools  
Rusk State Office Building  
208 East 10th Street  
Austin, TX 78701  
Telephone: (512) 463-4300  
FAX No.: (512) 463-4368

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services  
1001 Texas Ave., Suite 1150  
Houston, TX 77002  
Telephone: 1-866-839-7665 (1-866-TEX-POOL)  
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

**Section 6.02. Taxpayer Identification Number.** The Participant's taxpayer identification number assigned by the Internal Revenue Service is: . The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

**Section 6.03. Severability.** If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 6.04. Execution of Counterparts.** This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 6.05. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

**Section 6.06. Captions.** The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

**Section 6.07. Amendments.**

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

**Section 6.08. Termination.** This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

**Section 6.09. Term.** Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

**Section 6.10. Assignment.** The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.





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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve an ordinance amending chapter 26 of the code of ordinances of the City of Hunters Creek Village to prohibit the discharge of firearms within the city and to provide an exception for police officers and public officials as necessary to carry out their official duties; providing an effective date; providing a penalty of up to \$500 for each offense; and making other provisions related to the subject.

**EXHIBITS:** Ordinance

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**EXHIBIT A**

**Current**

**Sec. 26-1. - Firearms.**

It shall be unlawful to discharge any gun, pistol, or other firearm on or across any public property, or across any thoroughfare or property line within the city except that such firearms may be discharged by any party upon his own property and upon the property of another only when acting in such other person's presence and with his permission.

**Proposed**

**Sec. 26-1. - Firearms.**

It shall be unlawful to discharge any gun, pistol, or other firearm anywhere within the city other than within a sports shooting range as that term is defined by state law. Provided, however, that it shall not be unlawful for a police officer or other public official, or a person acting under their authority, to discharge a firearm within the City as necessary to carry out their official duties. It shall not be unlawful for an individual to discharge a firearm in conformity with state law.

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF HUNTERS CREEK VILLAGE TO PROHIBIT THE DISCHARGE OF FIREARMS WITHIN THE CITY AND TO PROVIDE AN EXCEPTION FOR POLICE OFFICERS AND PUBLIC OFFICIALS AS NECESSARY TO CARRY OUT THEIR OFFICIAL DUTIES; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY OF UP TO \$500 FOR EACH OFFENSE; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the City Council finds that, considering the settled and urban nature of the City and the surrounding area, the discharge of firearms within the City presents a significant threat to public health and safety and should be prohibited with certain exceptions;

\* \* \* \* \*

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS:**

**Section 1. Amendment.** Section 26-1 of Chapter 26 of the Code of Ordinances of the City of Hunters Creek Village is hereby amended to read as shown in the attached Exhibit "A".

**Section 2. Publication and effective date.** This ordinance shall become effective immediately after publication in accordance with the requirements of state law.

**Section 3. Penalty for violation.** A violation of Section 1 of this Ordinance shall be punishable by a fine of up to \$500.00 for each offense as more specifically provided in Section 1-8 of the Code of Ordinances.

**Section 4. Repeal.** This Ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

**Section 5. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance, or its application to any person or circumstance, shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof, other than the part declared to be invalid or unconstitutional. The City Council declares that it would have passed each and every

part of this Ordinance notwithstanding the omission of any part that might be declared to be invalid or unconstitutional.

PASSED, APPROVED and ADOPTED this, the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jim Pappas, Mayor  
City of Hunters Creek Village, Texas

ATTEST:

\_\_\_\_\_  
Tom Fullen, City Administrator/acting City Secretary  
City of Hunters Creek Village, Texas

## EXHIBIT A

### Sec. 26-1. - Firearms.

~~It shall be unlawful to discharge any gun, pistol, or other firearm on or across any public property, or across any thoroughfare or property line anywhere within the city other than within a sports shooting range as that term is defined by state law, except that such firearms may be discharged by any party upon his own property and upon the property of another only when acting in such other person's presence and with his permission. Provided, however, that it shall not be unlawful for a police officer or other public official, or a person acting under their authority, to discharge a firearm within the City as necessary to carry out their official duties. It shall not be unlawful for an individual to discharge a firearm in conformity with state law.~~



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

**AGENDA DATE:** February 27, 2024  
**AGENDA SUBJECT:** Discussion and possible action to approve the  
Memorial Villages Police Department 2023 Annual  
Racial Profiling Report.

**EXHIBITS:** Annual Report


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*Raymond Schultz*  
Chief of Police

February 12, 2024

TO: J. Huguenard, Chairman, MVPD Police Commission

FROM:  R. Schultz, Chief

REF: 2023 Racial Profiling Data and Report

A review of the 2023 Racial Profiling Data and Report has been completed as per State of Texas legislative requirements, CCP Article 2.132. A copy of the report is attached and has been uploaded to the TCOLE web portal as required.

In 2023 the MVPD conducted 7734 traffic stops. The race of the driver was NOT known in 99.5% at the time the traffic stop was conducted. Subsequently, the race of the driver was found to be.

- Alaska/Native American/Indian 1.18%
- Asian/Pacific Islander 6.48%
- Black 23.95%
- White 36.00%
- Hispanic/Latino 32.40%

The sex of the drivers was.

- Female 36.32%
- Male 63.68%


Moving violations issued.

- Alaska/Native American/Indian 1.25%
- Asian/Pacific Islander 7.07%
- Black 23.10%
- White 35.31%
- Hispanic/Latino 33.25%

Non-moving violation issued.

- Alaska/Native American/Indian 0.73%
- Asian/Pacific Islander 4.26%
- Black 27.05%
- White 38.51%
- Hispanic/Latino 29.45%

The data shows that a pattern of race-based traffic stops, arrests, searches or citations issued does not exist within the Memorial Villages Police Department.

Received:  Chairman Date: 2-12-24



# Racial Profiling Report | Full

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Agency Name: MEMORIAL VILLAGES POLICE DEPT.  
Reporting Date: 01/22/2024  
TCOLE Agency Number: 201231

Chief Administrator: RAYMOND D. SCHULTZ

Agency Contact Information:  
Phone: (713) 365-3703  
Email: rschultz@mvpdtx.org

Mailing Address:  
11981 MEMORIAL DRIVE  
HOUSTON, TX 77024-6297

This Agency filed a full report

MEMORIAL VILLAGES POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MEMORIAL VILLAGES POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MEMORIAL VILLAGES POLICE DEPT. if the individual believes that a peace officer employed by the MEMORIAL VILLAGES POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MEMORIAL VILLAGES POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the MEMORIAL VILLAGES POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MEMORIAL VILLAGES POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Brian Baker  
Commander

Date: 01/22/2024

Total stops: 7734

**Street address or approximate location of the stop**

City street	7672
US highway	40
County road	5
State highway	12
Private property or other	5

**Was race or ethnicity known prior to stop?**

Yes	39
No	7695

**Race / Ethnicity**

Alaska Native / American Indian	91
Asian / Pacific Islander	501
Black	1852
White	2784
Hispanic / Latino	2506

**Gender**

<b>Female</b>	<b>2809</b>
Alaska Native / American Indian	24
Asian / Pacific Islander	180
Black	755
White	1121
Hispanic / Latino	729
<b>Male</b>	<b>4925</b>
Alaska Native / American Indian	67
Asian / Pacific Islander	321
Black	1097
White	1662
Hispanic / Latino	1777

**Reason for stop?**

<b>Violation of law</b>	<b>26</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	10
White	9

Hispanic / Latino	5
<b>Preexisting knowledge</b>	<b>65</b>
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	17
White	27
Hispanic / Latino	17
<b>Moving traffic violation</b>	<b>6142</b>
Alaska Native / American Indian	77
Asian / Pacific Islander	434
Black	1419
White	2169
Hispanic / Latino	2042
<b>Vehicle traffic violation</b>	<b>1501</b>
Alaska Native / American Indian	11
Asian / Pacific Islander	64
Black	406
White	578
Hispanic / Latino	442
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>112</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	46
White	22
Hispanic / Latino	40
<b>No</b>	<b>7622</b>
Alaska Native / American Indian	91
Asian / Pacific Islander	497
Black	1806
White	2761
Hispanic / Latino	2466
<b>Reason for Search?</b>	
<b>Consent</b>	<b>37</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	14
White	4

Hispanic / Latino	19		
<b>Contraband</b>	<b>3</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	1		
Hispanic / Latino	1		
<b>Probable</b>	<b>26</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	14		
White	4		
Hispanic / Latino	7		
<b>Inventory</b>	<b>21</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	9		
White	4		
Hispanic / Latino	6		
<b>Incident to arrest</b>	<b>25</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	8		
White	9		
Hispanic / Latino	7		
<b>Was Contraband discovered?</b>			
<b>Yes</b>	<b>51</b>	<b>Did the finding result in arrest?</b>	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	1	Yes 0	No 1
Black	24	Yes 2	No 22
White	9	Yes 1	No 8
Hispanic / Latino	17	Yes 1	No 16
<b>No</b>	<b>61</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	3		
Black	22		
White	13		
Hispanic / Latino	23		

<b>Description of contraband</b>	
<b>Drugs</b>	<b>36</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	14
White	8
Hispanic / Latino	13
<b>Weapons</b>	<b>6</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>6</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	3
<b>Stolen property</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	1
Hispanic / Latino	0
<b>Other</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	0
Hispanic / Latino	2
<b>Result of the stop</b>	
Verbal warning	<b>195</b>

Alaska Native / American Indian	2
Asian / Pacific Islander	19
Black	45
White	66
Hispanic / Latino	63
<b>Written warning</b>	<b>3816</b>
Alaska Native / American Indian	60
Asian / Pacific Islander	320
Black	867
White	1709
Hispanic / Latino	860
<b>Citation</b>	<b>3664</b>
Alaska Native / American Indian	29
Asian / Pacific Islander	158
Black	914
White	989
Hispanic / Latino	1573
<b>Written warning and arrest</b>	<b>27</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	10
White	9
Hispanic / Latino	4
<b>Citation and arrest</b>	<b>15</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	6
Hispanic / Latino	4
<b>Arrest</b>	<b>17</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	4
Hispanic / Latino	2
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>14</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	9
White	2
Hispanic / Latino	2
<b>Violation of Traffic Law</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
<b>Violation of City Ordinance</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>41</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	16
White	15
Hispanic / Latino	7

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	0
Hispanic / Latino	2
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>7731</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	2783
Black	500
White	2504
Hispanic / Latino	91



**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Analysis Report

## MEMORIAL VILLAGES POLICE DEPT.

01. Total Traffic Stops:	7734	
02. Location of Stop:		
a. City Street	7672	99.20%
b. US Highway	40	0.52%
c. County Road	5	0.06%
d. State Highway	12	0.16%
e. Private Property or Other	5	0.06%
03. Was Race known prior to Stop:		
a. NO	7695	99.50%
b. YES	39	0.50%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	91	1.18%
b. Asian/ Pacific Islander	501	6.48%
c. Black	1852	23.95%
d. White	2784	36.00%
e. Hispanic/ Latino	2506	32.40%
05. Gender:		
a. Female	2809	36.32%
i. Alaska/ Native American/ Indian	24	0.31%
ii. Asian/ Pacific Islander	180	2.33%
iii. Black	755	9.76%
iv. White	1121	14.49%
v. Hispanic/ Latino	729	9.43%
b. Male	4925	63.68%
i. Alaska/ Native American/ Indian	67	0.87%
ii. Asian/ Pacific Islander	321	4.15%
iii. Black	1097	14.18%
iv. White	1662	21.49%
v. Hispanic/ Latino	1777	22.98%
06. Reason for Stop:		
a. Violation of Law	26	0.34%
i. Alaska/ Native American/ Indian	1	3.85%
ii. Asian/ Pacific Islander	1	3.85%

# Racial Profiling Analysis Report

iii. Black	10	38.46%
iv. White	9	34.62%
v. Hispanic/ Latino	5	19.23%
b. Pre-Existing Knowledge	65	0.84%
i. Alaska/ Native American/ Indian	2	3.08%
ii. Asian/ Pacific Islander	2	3.08%
iii. Black	17	26.15%
iv. White	27	41.54%
v. Hispanic/ Latino	17	26.15%
c. Moving Traffic Violation	6142	79.42%
i. Alaska/ Native American/ Indian	77	1.25%
ii. Asian/ Pacific Islander	434	7.07%
iii. Black	1419	23.10%
iv. White	2169	35.31%
v. Hispanic/ Latino	2042	33.25%
d. Vehicle Traffic Violation	1501	19.41%
i. Alaska/ Native American/ Indian	11	0.73%
ii. Asian/ Pacific Islander	64	4.26%
iii. Black	406	27.05%
iv. White	578	38.51%
v. Hispanic/ Latino	442	29.45%
07. Was a Search Conducted:		
a. NO	7622	98.55%
i. Alaska/ Native American/ Indian	91	1.19%
ii. Asian/ Pacific Islander	497	6.52%
iii. Black	1806	23.69%
iv. White	2761	36.22%
v. Hispanic/ Latino	2466	32.35%
b. YES	112	1.45%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	3.57%
iii. Black	46	41.07%
iv. White	22	19.64%
v. Hispanic/ Latino	40	35.71%
08. Reason for Search:		
a. Consent	37	0.48%

# Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	14	37.84%
iv. White	4	10.81%
v. Hispanic/ Latino	19	51.35%
b. Contraband in Plain View	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%
c. Probable Cause	26	0.34%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	3.85%
iii. Black	14	53.85%
iv. White	4	15.38%
v. Hispanic/ Latino	7	26.92%
d. Inventory	21	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	9.52%
iii. Black	9	42.86%
iv. White	4	19.05%
v. Hispanic/ Latino	6	28.57%
e. Incident to Arrest	25	0.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	4.00%
iii. Black	8	32.00%
iv. White	9	36.00%
v. Hispanic/ Latino	7	28.00%
09. Was Contraband Discovered:		
YES	51	0.66%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	1	1.96%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iii. Black	24	47.06%

# Racial Profiling Analysis Report

Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	22	
iv. White	9	17.65%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	8	
v. Hispanic/ Latino	17	33.33%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	16	
b. NO	61	0.79%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	3	4.92%
iii. Black	22	36.07%
iv. White	13	21.31%
v. Hispanic/ Latino	23	37.70%
10. Description of Contraband:		
a. Drugs	36	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.78%
iii. Black	14	38.89%
iv. White	8	22.22%
v. Hispanic/ Latino	13	36.11%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	6	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	6	0.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	2	33.33%

# Racial Profiling Analysis Report

v. Hispanic/ Latino	3	50.00%
e. Stolen Property	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	66.67%
iv. White	1	33.33%
v. Hispanic/ Latino	0	0.00%
f. Other	9	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	7	77.78%
iv. White	0	0.00%
v. Hispanic/ Latino	2	22.22%
11. Result of Stop:		
a. Verbal Warning	195	2.52%
i. Alaska/ Native American/ Indian	2	1.03%
ii. Asian/ Pacific Islander	19	9.74%
iii. Black	45	23.08%
iv. White	66	33.85%
v. Hispanic/ Latino	63	32.31%
b. Written Warning	3816	49.34%
i. Alaska/ Native American/ Indian	60	1.57%
ii. Asian/ Pacific Islander	320	8.39%
iii. Black	867	22.72%
iv. White	1709	44.79%
v. Hispanic/ Latino	860	22.54%
c. Citation	3664	47.38%
i. Alaska/ Native American/ Indian	29	0.79%
ii. Asian/ Pacific Islander	158	4.31%
iii. Black	914	24.95%
iv. White	989	26.99%
v. Hispanic/ Latino	1573	42.93%
d. Written Warning and Arrest	27	0.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	14.81%
iii. Black	10	37.04%
iv. White	9	33.33%
v. Hispanic/ Latino	4	14.81%

# Racial Profiling Analysis Report

e. Citation and Arrest	15	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	33.33%
iv. White	6	40.00%
v. Hispanic/ Latino	4	26.67%
f. Arrest	17	0.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	64.71%
iv. White	4	23.53%
v. Hispanic/ Latino	2	11.76%
12. Arrest Based On:		
a. Violation of Penal Code	14	0.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	7.14%
iii. Black	9	64.29%
iv. White	2	14.29%
v. Hispanic/ Latino	2	14.29%
b. Violation of Traffic Law	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
c. Violation of City Ordinance	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
d. Outstanding Warrant	41	0.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	7.32%
iii. Black	16	39.02%
iv. White	15	36.59%
v. Hispanic/ Latino	7	17.07%

# Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	7731	99.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2783	36.00%
iii. Black	500	6.47%
iv. White	2504	32.39%
v. Hispanic/ Latino	91	1.18%
b. YES	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	33.33%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	66.67%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/22/2024