

# City of Hunters Creek Village

#1 HUNTERS CREEK PLACE  
HUNTERS CREEK VILLAGE, TEXAS 77024  
(713) 465-2150

## MAYOR

*Bonnie McMillan*

## CITY COUNCIL

*David Wegner  
Fidel Sapien  
Ronnie Weinstein  
Michael Schoenberger  
Jim Pappas*

## INTERIM CITY SECRETARY

*Ann Smith*



## CITY COUNCIL AGENDA

Notice is hereby given of regular meeting of the City Council of Hunters Creek Village, Texas, to be held on **Tuesday, September 23, 2014 at 6:00 p.m.** in the City Hall at #1 Hunters Creek Place, for the purpose of considering the following agenda items.

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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 HEARINGS (Page 1)
    - 1. Public Hearing on the Proposed 2015 Operating Budget and announce date, time, and location to adopt.
    - 2. Second Public Hearing to receive comments on the Proposed 2014 Tax Rate Increase and announce date, time, and location of City Council Special Meeting to adopt.Close Public Hearings.
  - D. REPORTS (Pages 2-24)
    - 1. City Treasurer – monthly financial and budget reports for August, 2014. (Pages 3-11)
    - 2. Police Commissioner Monthly Report.
      - a. Discussion regarding traffic enforcement on private streets.
    - 3. Fire Commissioner Monthly Report.
    - 4. Building Official Report - Monthly Building Permit Report
    - 5. City Engineer and Public Works Report: (Pages 12-24)
      - a. Voss Road at Soldiers Creek retaining wall project.
      - b. Willowend Culvert Crossing reconstruction.
      - c. North Hedwig Road roadway improvements by Piney Point Village.
      - d. Soldiers Creek erosion study and report.

City Council Regular Agenda  
Tuesday, September 23, 2014

- e. Ditch/drainage improvements for Lindenwood and Shasta.
  - f. Mud jacking Repairs.
6. Mayor & City Council Reports/Comments:
- a. National Night Out – October 7, 2014.
  - b. 60<sup>th</sup> City Anniversary Open House – October 9, 2014.
  - c. Announce new time for monthly Municipal Court.
  - d. Briefing from Mayor regarding the Harris County Flood Control on the Soldier Creek Erosion Study.
  - e. Briefing from Mayor regarding Jim Hruzek’s residency and appointment to the police commission.
  - d. Comments or suggestions for items to include on future agendas.
- E. 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.*
- 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 Public Hearing and Regular Meeting on August 26, 2014. (Pages 25-33)
  - 2. Approval of the Cash Disbursement Journal for August, 2014. (Pages 34-37)
- G. REGULAR AGENDA.
- 1. Discussion and possible action to authorize the Mayor to execute a second amendment to the residential Solid Waste and Recycling Collection and Disposal Service Contract, for a period of five (5) years beginning November 1, 2014 and ending October 31, 2019, with Grace Disposal Systems, L.L.C. d/b/a Royal Disposal and Recycling. (Pages 38-55)
  - 2. Discussion and possible action to appoint Carmen Knezeak as Deputy Municipal Court Clerk. (Page 56)
  - 3. Discussion and possible action to award a contract/agreement, as per the recommendation of the city engineer, for the mud jacking repair project for various locations within the corporate limits of the City of Hunters Creek Village. (Page 57)
  - 4. Discussion and possible action to authorize the city engineer to formally bid the Lindlewood Drive and Shasta Drive Ditch and Drainage Improvement Project.

5. Discussion and possible action to adopt a Resolution suspending the rate change for ninety (90) days according to the application filed by CenterPoint Energy Houston Electric, LLC seeking to amend the rate schedule 6.1.1.1.6 Lighting Services. (Pages 58-62)
  6. Discussion and possible action to accept the signed agreement regarding a temporary construction easement for the striping of Voss Road between Mr. Kal Malik and the City of Hunters Creek Village.
  7. Discussion and possible action on a report from the City Attorney regarding truck traffic and enforcement of existing regulations on Voss Road. (Page 63)
  8. Discussion and possible action appointing an official designee and one alternate to the Houston-Galveston Area Council 2015 General Assembly. (Pages 64-66)
- H. EXECUTIVE SESSION. The City Council may convene a public meeting and then recess into executive (closed) 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) certain consultations with the City's attorney under §551.071; (2) certain matters involving purchase, exchange, lease, or value of real property under §551.072; and (3) certain personnel matters, §551.074.
- a. Regarding matters on the City Secretary position search and applicants.
  - b. Regarding a proposal to appoint Tom Fullen to perform the duties of City Administrator.
  - c. Regarding matters involving purchase, lease, or value of real property located within the incorporated limits of Hunters Creek Village.
- I. RECONVENE into Open Session and consider action, if any, on items discussed in Executive Session.
- a. Discussion on the City Secretary position search and applicants.
  - b. Discussion and possible action regarding a proposal to appoint Tom Fullen to perform the duties of City Administrator.
- J. ADOURNMENT.

CERTIFICATION

I, the undersigned authority, do 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: September 18, 2014 at 11:00 a.m. and remained so posted continuously for at least 72 hours before said meeting was convened.

  
ANN SMITH  
INTERIM 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 [dloesch@cityofhunterscreek.org](mailto:dloesch@cityofhunterscreek.org). Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at [www.cityofhunterscreek.com](http://www.cityofhunterscreek.com).



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
C-1 & 2**

**AGENDA DATE:** September 23, 2104  
**AGENDA NUMBER:** Public Hearings C-1 & 2  
**PRESENTER/CONTACT:** Mayor McMillan/Ann Smith  
**PROCEEDING:** PUBLIC HEARINGS  
**EXHIBITS:**

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**BACKGROUND/RATIONALE:**

Please refer to your Proposed Budget Workbook.

**2014 Tax Rate:**

Based on the certified appraisal roll provided by Harris County Appraisal District on August 29, 2014, the 2014 Adjusted Taxable Value is \$ 2,209,837,451. The effective M & O rates calculates to \$ .169701/\$100 valuation (this would generate the same revenue as the previous year). On 8/26/14, City Council unanimously voted to propose a rate of \$ .184082/\$100 or the same RATE as the previous two years. Total projected revenue based on the proposed rate will be \$ 4,067,913.

**ANNOUNCE AT THE CLOSE OF THE PUBLIC HEARINGS: Adoption of the Budget and Tax Rate is set for a special meeting on Tuesday, September 30, 2014 at 6:00 p.m.**



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
D 1-6**

**AGENDA DATE:** September 23, 2104

**AGENDA NUMBER:** REPORTS

**PRESENTER/CONTACT:** Various

**PROCEEDING:**

**EXHIBITS:**

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**BACKGROUND/RATIONALE:**

1. City Treasurer – monthly financial and budget reports for August, 2014.
2. Police Commissioner Monthly Report.
  - a. Discussion regarding traffic enforcement on private streets.
3. Fire Commissioner Monthly Report.
4. Building Official Report - Monthly Building Permit Report
5. City Engineer and Public Works Report:
  - a. Voss Road at Soldiers Creek retaining wall project.
  - b. Willowend Culvert Crossing reconstruction.
  - c. North Hedwig Road roadway improvements by Piney Point Village.
  - d. Soldiers Creek erosion study and report.
  - e. Ditch/drainage improvements for Lindenwood and Shasta.
  - f. Mud jacking Repairs.

**Mayor & City Council Reports/Comments:**

- a. National Night Out – October 7, 2014.
- b. 60<sup>th</sup> City Anniversary Open House – October 9, 2014.
- c. Announce new time for monthly Municipal Court.
- d. Briefing from Mayor with the Harris County Flood Control on the Soldier Creek Erosion Study.
- e. Briefing from Mayor on Jim Hruzek’s residency and appointment to the police commission.

## City of Hunters Creek Village

## Balance Sheet

For GENERAL GOVERNMENT (01)

August 31, 2014

Assets

01-00-1001	CHECKING RIVERWAY BANK	(.06)
01-00-1002	PETTY CASH	400.00
01-00-1030	COURT CLERK CHANGE FUND	100.00
01-00-1031	PERMIT CLERK CHANGE FUND	100.00
01-00-1190	FEES RECEIVABLE	(13,962.42)
01-01-1195	FEES RECEIVABLE SUBDIV ST LIGHTS	16,735.29
01-00-1220	LAND	500,000.00
01-00-1225	CONSTRUCTION IN PROGRESS	1,682,150.21
01-00-1230	BUILDING	443,583.00
01-00-1235	EQUIPMENT	279,531.91
01-00-1240	ACCUMULATED DEPRECIATION	(1,069,285.02)
01-00-1242	OVER/UNDER ACCOUNT	(7.55)

**CASH**

01-00-1010	WELLS FARGO DISBURSEMENTS	82,445.28
01-00-1015	WELLS FARGO PUBLIC FUNDS ACCOUNT	5,087,378.28
<b>Total CASH</b>		<b>5,169,823.56</b>
<b>Total Assets</b>		<b>\$ 7,009,168.92</b>

Liabilities and Fund Balance

01-00-1250	DUE TO DUE FROM	(83,955.00)
01-00-2000	ACCOUNTS PAYABLE	46.52
01-00-2011	METRO INTEREST	276.44
01-00-2020	INSURANCE WITHHELD	2,303.43
01-00-2030	TMRS WITHHELD	(279.27)
01-00-2040	FICA WITHHELD	2,986.00
01-00-2041	MEDICARE WITHHELD	698.44
01-00-2050	FIT WITHHELD	.79
01-00-2051	OTHER PAYROLL DEDUCTIONS	721.25
01-00-2052	COBRA PAYMENTS	(1,345.42)
01-00-4026	BONDS-COURT	12,136.00
<b>Total Liabilities</b>		<b>(66,410.82)</b>

01-00-3000	FUND BALANCE	2,446,238.40
01-00-3010	INVESTMENTS IN FIXED ASSETS	1,835,980.10
01-00-3011	RESTRICTED COURT TECHNOLOGY	11,956.32
01-00-3012	RESTRICTED COURT SECURITY	11,876.72
01-00-3013	MVPD-TMRS RESERVE	66,836.67
01-00-3014	ASSIGNED FOR CAPITAL PROJECTS	1,181,236.66
Excess of Revenue Over Expenditures		1,521,454.87
<b>Total Fund Balances</b>		<b>7,075,579.74</b>

**City of Hunters Creek Village**

**Balance Sheet**

For GENERAL GOVERNMENT (01)

August 31, 2014

Total Liabilities and Fund Balances

\$ 7,009,168.92



**City of Hunters Creek Village**

**Balance Sheet**

For CAPITAL IMPROVEMENTS (02)

August 31, 2014

**Assets**

<b>CASH</b>		
02-00-1010	WELLS FARGO DISBURSEMENTS	62,755.38
02-00-1015	WELLS FARGO PUBLIC FUNDS ACCOUNT	516,330.85
	<b>Total CASH</b>	<u>579,086.23</u>
	<b>Total Assets</b>	<u>\$ 579,086.23</u>

**Liabilities and Fund Balance**

02-00-1250	DUE TO DUE FROM	83,955.00
	<b>Total Liabilities</b>	<u>83,955.00</u>
02-00-3001	CAPITAL FUND BALANCE	585,428.38
	Excess of Revenue Over Expenditures	(90,297.15)
	<b>Total Fund Balances</b>	<u>495,131.23</u>
	<b>Total Liabilities and Fund Balances</b>	<u>\$ 579,086.23</u>

**City of Hunters Creek Village**

**Balance Sheet**

For RESERVES (03)

August 31, 2014

**Assets**

<b>CASH</b>		
03-00-1015	WELLS FARGO PUBLIC FUNDS ACCOUNT	3,606.83
	<b>Total CASH</b>	<u>3,606.83</u>
	<b>Total Assets</b>	<u>\$ 3,606.83</u>

**Liabilities and Fund Balance**

03-00-1250	DUE TO DUE FROM	3,606.83
	<b>Total Liabilities</b>	<u>3,606.83</u>
	Excess of Revenue Over Expenditures	.00
	<b>Total Fund Balances</b>	<u>.00</u>
	<b>Total Liabilities and Fund Balances</b>	<u>\$ 3,606.83</u>

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**City of Hunters Creek Village**  
**Statement of Expenditures, Encumbrances, and Appropriations**

*Revised Budget*

For GENERAL GOVERNMENT (01)  
 For the Fiscal Period 2014-8 Ending August 31, 2014

Account	Description	Annual Budget	Current Period Actual	YTD Actual	Encumbered Balance	UnEncumbered Balance	Remaining % of Budget
01-01-7000	SALARIES & WAGES	\$406,220.00	\$31,215.12	\$276,678.18	\$0.00	\$129,541.82	31.89%
01-01-7025	TMRS	\$46,722.00	\$3,162.08	\$28,027.52	\$0.00	\$18,694.48	40.01%
01-01-7030	PAYROLL TAXES	\$35,373.00	\$2,387.96	\$21,360.68	\$0.00	\$14,012.32	39.61%
01-01-7040	OFFICE EQUIPMENT	\$7,000.00	\$517.74	\$3,316.29	\$0.00	\$3,683.71	52.62%
01-01-7045	NOTICES & MAILING	\$30,000.00	\$0.00	\$6,426.90	\$0.00	\$23,573.10	78.58%
01-01-7055	OFFICE SUPPLIES & PRINTING	\$7,000.00	\$184.03	\$3,646.14	\$0.00	\$3,353.86	47.91%
01-01-7056	BANK FEES	\$500.00	\$39.00	\$39.00	\$0.00	\$461.00	92.20%
01-01-7060	TELEPHONE	\$22,000.00	\$4,300.69	\$12,705.58	\$0.00	\$9,294.42	42.25%
01-01-7061	TRAVEL & TRAINING	\$4,000.00	\$354.60	\$357.10	\$0.00	\$3,642.90	91.07%
01-01-7065	MACHINE RENTAL MAINTENANCE	\$6,000.00	\$296.50	\$4,253.92	\$0.00	\$1,746.08	29.10%
01-01-7090	MEMBERSHIPS & SUBSCRIPTIONS	\$2,500.00	\$175.00	\$1,483.50	\$0.00	\$1,016.50	40.66%
01-01-7105	INSURANCE BENEFITS	\$71,000.00	\$4,700.34	\$42,312.67	\$0.00	\$28,687.33	40.40%
01-01-7108	GEN LIABILITY/PROP/WC INS	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	100.00%
01-01-7109	SURETY BONDS	\$500.00	\$0.00	\$78.00	\$0.00	\$422.00	84.40%
01-01-7110	ELECTIONS	\$5,000.00	\$0.00	\$56.50	\$0.00	\$4,943.50	98.87%
01-01-7111	RECORDS MANAGEMENT	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%
01-01-7112	CODIFICATIONS	\$3,000.00	\$789.00	\$3,433.30	\$0.00	(\$433.30)	(14.44%)
01-01-7115	PUBLIC RELATIONS	\$23,000.00	\$389.85	\$9,226.59	\$0.00	\$13,773.41	59.88%
01-02-6502	CITY ENGINEER	\$50,000.00	\$17,824.47	\$57,765.92	\$0.00	(\$7,765.92)	(15.53%)
01-02-6504	TCEQ PHIIII STORMWATER PERMIT	\$3,000.00	\$3,200.00	\$3,770.00	\$0.00	(\$770.00)	(25.67%)
01-02-7042	CONSULTING SERVICES	\$25,000.00	\$149.99	\$3,337.04	\$0.00	\$21,662.96	86.65%
01-02-7085	TAX COLLECTOR/ASSESSOR	\$40,000.00	\$6,977.00	\$29,451.00	\$0.00	\$10,549.00	26.37%
01-02-7120	AUDITOR	\$14,000.00	\$0.00	\$12,041.00	\$0.00	\$1,959.00	13.99%
01-02-7300	LITIGATION	\$25,000.00	\$0.00	\$1,522.50	\$0.00	\$23,477.50	93.91%
01-02-7310	CITY ATTORNEY	\$50,000.00	\$4,313.75	\$31,626.25	\$0.00	\$18,373.75	36.75%
01-03-5000	VILLAGE FIRE DEPARTMENT	\$1,073,035.00	\$89,419.60	\$849,486.18	\$0.00	\$223,548.82	20.83%
01-03-5005	MEMORIAL VILLAGES POLICE DEPT.	\$1,535,245.00	\$124,604.00	\$1,161,436.00	\$0.00	\$373,809.00	24.35%
01-04-5015	GARBAGE SERVICE	\$575,000.00	\$50,470.68	\$397,821.50	\$0.00	\$177,178.50	30.81%
01-04-5020	STREET LIGHTS-CITY	\$50,000.00	\$4,623.97	\$37,250.39	\$0.00	\$12,749.61	25.50%
01-04-5500	STREET & DRAINAGE MAINTENANCE	\$75,000.00	\$3,717.33	\$24,819.58	\$0.00	\$50,180.42	66.91%
01-04-5501	WICKLINE RAVINE RESTRICTOR INSPECTI	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100.00%
01-04-5510	RENTAL/PURCHASE EQUIPMENT	\$15,000.00	\$0.00	\$2,052.98	\$0.00	\$12,947.02	86.31%
01-04-5520	TRUCK MAINTENANCE	\$12,000.00	\$1,037.33	\$6,628.15	\$0.00	\$5,371.85	44.77%
01-04-5530	TRAFFIC LIGHT MAINTENANCE	\$15,000.00	\$1,387.25	\$8,299.25	\$0.00	\$6,700.75	44.67%

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# City of Hunters Creek Village Statement of Expenditures, Encumbrances, and Appropriations

*Revised Budget*

For GENERAL GOVERNMENT (01)  
For the Fiscal Period 2014-8 Ending August 31, 2014

Account	Description	Annual Budget	Current Period Actual	YTD Actual	Encumbered Balance	UnEncumbered Balance	Remaining % of Budget
01-04-5540	MOWING CONTRACT	\$30,000.00	\$2,119.74	\$13,938.31	\$8,704.69	\$7,357.00	24.52%
01-04-5550	TRAFFIC SIGNS	\$1,500.00	\$0.00	\$2,536.46	\$0.00	(\$1,036.46)	(69.10%)
01-04-5560	LANDSCAPING	\$30,000.00	\$2,649.96	\$6,794.89	\$950.00	\$22,255.11	74.18%
01-04-6205	UNIFORMS-PW	\$3,500.00	\$309.55	\$2,206.38	\$0.00	\$1,293.62	36.96%
01-04-6501	PW-BUILDING INSPECTIONS	\$63,000.00	\$7,065.00	\$45,315.00	\$0.00	\$17,685.00	28.07%
01-04-6540	URBAN FORESTER	\$15,000.00	\$1,400.00	\$10,010.00	\$0.00	\$4,990.00	33.27%
01-04-7050	BUILDING MAINTENANCE	\$35,000.00	\$1,552.74	\$7,555.30	\$1,415.00	\$26,029.70	74.37%
01-04-7051	JANITORIAL SERVICE BLDG MAINTENANCE	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100.00%
01-04-7057	OFFICE SUPP/PRINTING - PW	\$2,000.00	\$180.15	\$951.44	\$0.00	\$1,048.56	52.43%
01-04-7062	TRAVEL/TRAINING - PW	\$1,500.00	\$0.00	\$1,518.48	\$0.00	(\$18.48)	(1.23%)
01-04-7070	MOSQUITO FOGGING CONTRACT	\$12,000.00	\$1,125.00	\$4,950.00	\$0.00	\$7,050.00	58.75%
01-04-7091	MEMBERSHIPS/SUBSC - PW	\$1,000.00	\$0.00	\$251.00	\$0.00	\$749.00	74.90%
01-04-8063	STORM DISASTER FUND	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	100.00%
01-05-8000	JUDGES & PROSECUTORS	\$31,000.00	\$1,160.00	\$15,915.95	\$0.00	\$15,084.05	48.66%
01-05-8020	JURY DUTY FEES	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	100.00%
01-05-8025	WARRANTS ISSUED	\$500.00	\$0.00	\$18.00	\$0.00	\$482.00	96.40%
01-05-8030	COURT SUPPLIES & PRINTING	\$2,500.00	\$116.34	\$186.02	\$0.00	\$2,313.98	92.56%
01-05-8031	COURT TECHNOLOGY	\$5,000.00	\$780.00	\$2,092.20	\$0.00	\$2,907.80	58.16%
01-05-8032	COURT SECURITY	\$5,000.00	\$0.00	\$1,235.95	\$0.00	\$3,764.05	75.28%
01-05-8033	CHILD SAFETY FEE (DARE)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100.00%
01-05-8034	COURT MEMBERSHIPS & SUBSCRIPTIONS	\$500.00	\$0.00	\$150.00	\$0.00	\$350.00	70.00%
01-05-8035	COURT-TRAVEL & TRAINING	\$500.00	\$500.04	\$500.04	\$0.00	(\$0.04)	(0.01%)
01-05-8044	CREDIT CARD FEES	\$2,800.00	\$0.00	\$2,705.12	\$0.00	\$94.88	3.39%
01-05-8045	COURT TAX PD TO STATE	\$60,000.00	\$0.00	\$15,572.56	\$0.00	\$44,427.44	74.05%
01-06-7041	COMPUTER EQUIP. & SOFTWARE	\$17,000.00	\$0.00	\$7,155.00	\$600.00	\$9,245.00	54.38%
01-06-7043	UPGRADE PERMITTING SOFTWARE	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	100.00%
01-06-7044	GAUGE & MONITORING FLOOD STAGE	\$10,000.00	\$0.00	\$9,868.31	\$0.00	\$131.69	1.32%
01-06-8064	CAPITAL RESERVE	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00	100.00%
01-06-8065	FURNITURE & EQUIPMENT	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100.00%
<b>Total GENERAL GOVERNMENT</b>		<b>\$5,116,695.00</b>	<b>\$375,195.80</b>	<b>\$3,192,136.02</b>	<b>\$11,669.69</b>	<b>\$1,912,889.29</b>	<b>37.39%</b>



**City of Hunters Creek Village**  
**Statement of Expenditures, Encumbrances, and Appropriations**

Revised Budget

For CAPITAL IMPROVEMENTS (02)  
 For the Fiscal Period 2014-8 Ending August 31, 2014

Account	Description	Annual Budget	Current Period Actual	YTD Actual	Encumbered Balance	UnEncumbered Balance	Remaining % of Budget
02-01-9032	DITCH REGRADING	\$430,000.00	\$0.00	\$23,631.80	\$0.00	\$406,368.20	94.50%
02-01-9034	VOSS RD RETAINING WALL AT SMITHDALE	\$609,741.00	\$0.00	\$17,600.00	\$0.00	\$592,141.00	97.11%
02-01-9035	MUDJACKING/SIDEWALK REPAIRS	\$35,000.00	\$0.00	\$1,500.00	\$0.00	\$33,500.00	95.71%
02-01-9036	SOLDIERS CREEK EROSION CONTROL STU	\$50,000.00	(\$25,000.00)	\$25,000.00	\$0.00	\$25,000.00	50.00%
02-01-9037	VOSS ROAD RESTRIPIING	\$43,000.00	\$0.00	\$0.00	\$38,524.00	\$4,476.00	10.41%
02-01-9038	PAVEMENT REPAIRS - MAINTENANCE	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100.00%
02-01-9039	WILLOWEND CULVERT CROSSING REPAIR	\$180,000.00	\$0.00	\$22,565.35	\$0.00	\$157,434.65	87.46%
02-01-9040	TRAFFIC SIGNAL CONTROLLER	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100.00%
02-01-9041	I-10 NOISE ABATEMENT	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	100.00%
<b>Total CAPITAL IMPROVEMENTS</b>		<b>\$1,527,741.00</b>	<b>(\$25,000.00)</b>	<b>\$90,297.15</b>	<b>\$38,524.00</b>	<b>\$1,398,919.85</b>	<b>91.57%</b>
<b>Grand Total:</b>		<b>\$6,644,436.00</b>	<b>\$350,195.80</b>	<b>\$3,282,433.17</b>	<b>\$50,193.69</b>	<b>\$3,311,809.14</b>	<b>49.84%</b>

9

CITY HUNTERS CREEK VILLAGE MUNICIPAL COURT  
SUMMARY ACTIVITY REPORT

Month	Year 2012		Year 2013		Year 2014	
	Cases Filed	Revenues*	Cases Filed	Revenues*	Cases Filed	Revenues*
JANUARY	311	\$15,577	318	\$17,860	95	\$13,449
FEBRUARY	313	\$15,042	192	\$19,440	38	\$10,762
MARCH	210	\$19,014	184	\$11,276	63	\$8,331
APRIL	256	\$14,674	202	\$17,679	80	\$6,002
MAY	158	\$11,795	237	\$14,353	56	\$4,772
JUNE	328	\$13,538	209	\$17,698	40	\$7,517
JULY	194	\$21,273	220	\$12,407	36	\$3,202
AUGUST	231	\$19,062	297	\$17,303	31	\$5,383
SEPTEMBER	207	\$10,781	220	\$17,575		
OCTOBER	272	\$16,108	287	\$16,500		
NOVEMBER	200	\$11,847	275	\$10,993		
DECEMBER	339	\$14,073	73	\$11,337		
<b>TOTAL</b>	<b>3,019</b>	<b>\$182,784</b>	<b>2714</b>	<b>\$184,421</b>	<b>439</b>	<b>\$59,418</b>

Monthly Avg      252      \$15,232      226      \$15,368      63      \$9,903

\* Revenues do not reflect cash bonds posted, applied to fines, or forfeited

City Of Hunters Creek  
 Monthly Tax Office Report  
 August 31, 2014

Prepared by: Laurie Payton, Tax Assessor/Collector

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A. Current Taxable Value      2,032,649,577

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

	Current 2013 Tax Year	Delinquent 2012 & Prior Tax Years	Total
Original Levy 0.184082	\$ 3,411,000.57	\$ -	\$ 3,411,000.57
Carryover Balance	-	47,610.82	47,610.82
Adjustments	330,771.37	(1,220.54)	329,550.83
Adjusted Levy	3,741,771.94	46,390.28	3,788,162.22
Less Collections Y-T-D	3,722,139.48	19,671.86	3,741,811.34
Receivable Balance	<u>\$ 19,632.46</u>	<u>\$ 26,718.42</u>	<u>\$ 46,350.88</u>

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C. COLLECTION RECAP:

	Current 2013 Tax Year	Delinquent 2012 & Prior Tax Years	Total
Current Month:			
Base Tax	\$ 4,297.70	\$ -	\$ 4,297.70
Penalty & Interest	453.50	-	453.50
Attorney Fees	546.68	-	546.68
Other Fees	-	-	-
Total Collections	<u>\$ 5,297.88</u>	<u>\$ -</u>	<u>\$ 5,297.88</u>
Year-To-Date:			
Base Tax:	\$ 3,722,139.48	\$ 19,671.86	\$ 3,741,811.34
Penalty & Interest	12,188.77	7,723.18	19,911.95
Attorney Fees	1,699.00	5,671.27	7,370.27
Other Fees	-	-	-
Total Collections	<u>\$ 3,736,027.25</u>	<u>\$ 33,066.31</u>	<u>\$ 3,769,093.56</u>
Percent of Adjusted Levy	<u>99.85%</u>		<u>99.50%</u>

**CITY OF HUNTERS CREEK VILLAGE  
ENGINEER'S REPORT  
September 15, 2014**

**A. Voss Road at Soldiers Creek Retaining Wall Project**

1. Following the last Council meeting, we reached out to the resident adjacent to the retaining wall project regarding the pending construction in hopes of facilitating a meeting with the Contractor and resident. Based on his response, he didn't seem to understand that we would still be undertaking construction on his lot. Subsequently, he has called me in hopes that he could still enter into a temporary construction easement agreement with the City. Based on this request, we have discussed this possibility with the Mayor and City Attorney. If we can get the resident to sign the agreement, it will be presented for consideration at the Council Meeting.

**B. Willowend Culvert Crossing Reconstruction**

1. Contractor is currently re-constructing the roadway. Based on weather delays, anticipating end of September for completion.
2. During the heavy rains on September 7<sup>th</sup>, the resident at 103 Willowend reported that the water was backing up on his property. As previously reported to Council, we designed this new crossing to convey the same flow of water as previously installed with the dual 54" pipes. This was done so that we would not cause additional impacts upstream or downstream.

**C. North Hedwig Road Construction – Piney Point Village**

1. According to PPV City Engineer, the project is on schedule and should be complete within 3 months.
2. All underground work has been complete, and the contractor is beginning the paving work on the west side of the road.

**D. Soldiers Creek Erosion Study and Report**

1. HCFCD is scheduled to meet with Hunters Creek Village and Piney Point Village at Hunters Creek City Hall on September 16<sup>th</sup>. In this meeting, we will be discussing the project scope and funding opportunities.

**E. Drainage Improvements for Lindenwood/Shasta**

1. We have analyzed the potential cost per lot of installing oversized culverts in place of the ditched in the neighborhood. Our current estimate to do this work would be approximately \$82,000 per lot. Prior to the Council meeting, we will look at other options to get this price lower.



## **F. Mud Jacking Repairs**

1. We are currently securing bids from contractors for mud jacking repairs to eliminate areas of major ponding in street gutters throughout the City. We will have a final recommendation in time for the Council Meeting. See attached list of proposed repair locations.

**City of Hunters Creek Village  
Mudjacking Repair Locations**

<u>Location No.</u>	<u>Repair Location</u>
1	403 Trails Ct.
2	Right Side of 10819 Briar Branch Ln.
3	Across from 10826 Timberglen Dr.
4	10806 Timberglen Dr.
5	11007 Landon Ln.
6	10819 Roaring Brook
7	670 Shartle Cir.
8	10603 S. Evers Park Dr.
9	10811 Oak Hollow
10	410 Menking Ct.

**Additional Locations**

**May 2013**

	<u>Repair Location</u>
11	442 Hunterwood Drive
12	502 Hunterwood Drive
13	717 Creekside Lane
14	722 Creekside Lane
15	10923 Kirwick Drive

**Additional Locations**

**August 2013**

	<u>Repair Location</u>
16	1122 River Bend Drive
17	1005 River Glynn Drive

**Additional Locations**

**September 2014**

	<u>Repair Location</u>
18	10811 Briar Branch Lane
19	10622 N. Evers Park Drive
20	19 & 23 Willowron Drive



**Location No. 1 – 403 Trails Ct.**



**Location No. 2 – Right Side of 10819 Briar Branch Ln.**



**Location No. 3 – Across from 10826 Timberglen Dr.**



**Location No. 4 – 10806 Timberglen Dr.**



**Location No. 5 – 11007 Landon Ln.**



**Location No. 6 – 10819 Roaring Brook**



**Location No. 7 – 670 Shartle Cir.**



**Location No. 8 – 10603 S. Evers Park Dr.**



**Location No. 9 – 10811 Oak Hollow**



**Location No. 10 – 410 Menking Ct.**



**Location No. 11 – 442 Hunterwood Drive**



**Location No. 12 – 502 Hunterwood Drive**





**Location No. 13 – 717 Creekside Lane**



**Location No. 14 – 722 Creekside Lane**



**Location No. 15 – 10923 Kirwick Drive**



**Location No. 17 - 1005 River Glynn Drive (1 of 2)**



**Location No. 17 - 1005 River Glynn Drive (2 of 2)**



**Location No. 18 - 10811 Briar Branch Lane**



**Location No. 20 – 19 & 23 Willowron Drive (1 of 2)**



**Location No. 20 – 19 & 23 Willowron Drive (2 of 2)**



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
F. CONSENT ITEMS**

**AGENDA DATE:** September 23, 2104

**AGENDA NUMBER:** F- 1 & 2

**PRESENTER/CONTACT:** Ann Smith

**PROCEEDING:**

**EXHIBITS:**

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**BACKGROUND/RATIONALE:**

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 Public Hearing and Regular Meeting on August 26, 2014.
2. Approval of the Cash Disbursement Journal for August, 2014.

**FISCAL IMPACT:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

CITY OF HUNTERS CREEK VILLAGE, TEXAS  
MINUTES OF A PUBLIC HEARING CALLED  
CITY COUNCIL MEETING  
August 26, 2014

The City Council of the City of Hunters Creek Village, Texas held a public hearing meeting on Tuesday, August 26, 2014, at City Hall, #1 Hunters Creek Place, Hunters Creek Village, Texas.

Present:	Mayor:	Bonnie McMillan
	Councilmembers:	David Wegner
		Fidel Sapien
		Ronnie Weinstein
		Michael Schoenberger
		Jim Pappas
	Interim City Secretary:	Ann Smith
	City Attorney:	John Hightower
	City Engineer:	Charles Eastland
	Dir. of Development:	Tom Fullen
	Asst. City Secretary:	Crystal Seagler

With a quorum of the Council Members present, Mayor McMillan called the public hearing session to order at 5:00 p.m.

1. Presentation by the City Engineer on the Ditch and Drainage Improvements Project for Lindenwood Drive and Shasta Drive.
2. Questions and comments on the proposed Ditch and Drainage Improvement Project for Lindenwood Drive and Shasta Drive.

***City Engineer Charles Eastland gave an overview of the proposed project, highlighting the various properties affected. Approximately sixteen (16) residents attended the public hearing. Mr. Eastland provided cost estimates by street and block. It was noted, for the properties requiring new culvert and driveway replacement, the City would normally pay the cost for a standard concrete replacement. If property owners wished to have a more detailed driveway replacement, the additional cost would be at the owner's expense. Mr. Eastland stated the contractor would work with each property owner.***

ADJOURN OPEN MEETING

A motion was made by Councilmember Pappas with a second by Councilmember Sapien to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 5:55 p.m.

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Ann Smith, Interim City Secretary

\_\_\_\_\_  
Bonnie McMillan, Mayor

**CITY OF HUNTERS CREEK VILLAGE, TEXAS  
MINUTES OF THE REGULAR  
CITY COUNCIL MEETING  
AUGUST 26, 2014**

The City Council of the City of Hunters Creek Village, Texas held a regular meeting on Tuesday, August 26, 2014, at City Hall, #1 Hunters Creek Place, Hunters Creek Village, Texas.

Present:	Mayor:	Bonnie McMillan
	Councilmembers:	David Wegner
		Fidel Sapien
		Ronnie Weinstein
		Michael Schoenberger
		Jim Pappas
	Interim City Secretary:	Ann Smith
	City Attorney:	John Hightower
	Dir. of Development:	Tom Fullen
	Asst. City Secretary/Permit	
	Clerk:	Crystal Seagler
	City Treasurer:	Shanoop Kothari

***With a quorum of the Council Members present, Mayor McMillan called the session to order at 6:00 p.m. followed by the pledge of allegiance.***

Assistant City Secretary Crystal Seagler administered the Oaths of Office for newly appointed Interim City Secretary Ann Smith and City Treasurer Shanoop Kothari.

### **REPORTS**

**City Treasurer Report** City Treasurer Shanoop Kothari presented the financial reports for the month of July 2014, reporting all bank accounts were fully reconciled.

**Police Commissioner** Chief Sanders introduced Frank Lerma the Police Department's Community Relations Officer. The chief stated plans to develop more city joint ordinances for continuity between the local cities. Chief Sanders invited the City Council to attend a remembrance reception on September 11, 2014.

**Fire Commissioner** Fire Chief David Foster briefed the Council on various activities occurring in Hunters Creek Village and discussed the proposed budget.



Building Official Tom Fullen, Building Official, new construction starts continuing at a regular pace. A written status report was not available at this time.

City Engineer Charles Eastland, City Engineer reported on the following public work projects:

- a. Voss Road at Soldiers Creek retaining wall project. Due to health issues of the Contractor's superintendent, a new superintendent was put on the job. The City Engineering firm was not comfortable with his experience in structural work so a request was submitted for another qualified person. Planned start will be after Labor Day.
- b. Willowend Culvert Crossing reconstruction. Contractor is constructing headwalls on the ends of the box culvert. Anticipate road opening in mid to late September.
- c. Hedwig Road roadway improvements by Piney Point Village. Project is continuing on schedule and should be complete in 4 months.
- d. Soldiers Creek erosion study and report at Memorial Drive outfall. The study was submitted to Harris County Flood Control District and is being reviewed. Still waiting feedback.
- e. Drainage improvements for Lindenwood/Shasta. A public hearing and briefing by the City Engineer was conducted. Itemized probable cost estimate with breakdown by street/block is available for viewing. Looking for Council to determine whether to construct the entire project or portion thereof.

#### **MAYOR AND COUNCIL REPORTS /COMMENTS**

Mayor McMillan briefed the Council on the Police Commission Meeting held in August at Hunters Creek City Hall.

HCAD certified tax roll process. Council was advised that the Appraisal District had certified the tax roll on Friday, prior to this meeting. Copies of the certification was provided to Council

Comments or suggestions for items to include on future agendas. Mayor McMillan gave a report on the fees for use of VISA credit cards for payment of city services and municipal court. Councilmember Sapien requested to consider sidewalks on Beinhorn.

### PUBLIC COMMENTS

Ed Holland, 314 Shasta Drive, spoke on the drainage/ditch improvements for Lindenwood and Shasta Drive. Mr. Holland noted the solid waste contract has been favorable for the citizens; however, recycling is utilized by approximately 30% of the residents.

Andy Billipp, 523 Saddlewood, questioned the compliance of the minimum setback requirements for construction. Mr. Billipp stated he did not believe the intent of the setback requirements was to allow situations as the new home/garage located at 521 Wellesley.

Mark Scimemi, 814 Voss Road, addressed the Council regarding noise levels of trucks and dual axle limits on Voss Road. Mr. Scimemi noted trucks were not in compliance with the City Code.

### CONSENT AGENDA

1. Approval of the Minutes of the July 22, 2014 and August 6, 2014 meetings.
2. Approval of the Cash Disbursement Journal for July, 2014.

***A motion was made by Councilmember Wegner to approve the consent agenda, as presented. Councilmember Weinstein seconded the motion. Vote was unanimous.***

### REGULAR AGENDA

1. Discussion and possible action on the 2015 Proposed Operating Budget and set date for final approval. ***It was announced a public hearing would be held on Tuesday, September 23 and adoption on Tuesday, September 30, 2014.***
2. Discussion and set date for the adoption of the 2014 Ad Valorem Tax Rate.

***Interim City Secretary Ann Smith presented the 2014 Certified Appraisal Roll, with a total taxable value of \$2,164,070,293. The 2014 Tax Rate Calculation Data provided by Laurie G. Payton, Tax Assessor-Collector, Spring Branch ISD, gave an effective rate of \$ .169701 per/ \$100 valuation. The previous year's tax rate is \$ .184082 per/\$100 valuation.***

***After discussion, a motion to propose a 2014 Tax Rate of \$ .184082 per/\$100 was made by Councilmember Wegner. Motion was seconded by Councilmember Weinstein. A roll call vote was required. Councilmember's voting "aye": Wegner, Sapien, Weinstein, Schoenberger and Pappas. No "nay" votes.***

***Vote was unanimous.***

***The motion was extended to set the date for two public hearings on September 16, 2014 at 6:00 p.m. and the second on Tuesday, September 23, 2014 at 6:00 p.m. The vote for adoption was set for Tuesday, September 30, 2014 at 6:00 p.m.***

3. Discussion and possible action to adopt a Resolution soliciting support from the Texas Municipal League for legislative action to change the deadline for posting Proposed Tax Rate Notices, as required by the Texas Local Government Code (TLGC), Section 140.010.

***A motion to adopt a Resolution soliciting support from the Texas Municipal League for legislative action to change the deadline for posting proposed tax rate notices, as required by TLGC, Section 140.010 was made by Councilmember Wegner. Councilmember Schoenberger seconded the motion. Vote was unanimous.***

4. Discussion and possible action to adopt an ordinance of the City of Hunters Creek Village, Texas, amending the license granted to Exenet Systems, Inc., to place, operate, and utilize its facilities within the public right-of-ways of the City to permit the placement of new utility poles at specific locations in the public rights-of-way of Thamer Circle and Timberwilde Lane; making certain findings; and providing other matters relating to the subject. ***(Item was pulled from the agenda by the requestor.)***

5. Discussion and possible action regarding police and various other reports posted on the City website.

***Interim City Secretary Ann Smith addressed the website and needs for current information. Old reports have been deleted and the City Staff will be working to improve information on the website.***

6. Discussion and possible action on renewal of the Solid Waste Contract with Royal Recycle and Disposal. ***(Item was tabled, at the request of Charles Gregory, for further revisions and information.)***

7. Discussion and possible action authorizing the Mayor to lock-in early discount rate with the Electric Provider.

***A motion to authorize the Mayor to lock-in early discount rates with the Electric Provider was made by Councilmember Wegner. Councilmember Pappas seconded. Vote was unanimous.***

8. Discussion and approval of appointment of Jim Hruzek to Police

Commissioner.

***A motion was made by Councilmember Wegner to appoint Mr. Jim Hruzek to the Memorial Village Police Commission. Motion was seconded by Councilmember Schoenberger. Vote was unanimous.***

9. Discussion and possible action to consider a Night Municipal Court and court dates through 2014.

***A motion was made by Councilmember Pappas to change the third Wednesday of the month Municipal Court time to an evening hour. Motion was seconded by Councilmember Weinstein. Vote was unanimous.***

10. Discussion and possible action on the 2015 Proposed Police Department Budget.

***The proposed 2015 Memorial Village Police Commission (MVPC) presented a \$4,691,740 overall budget, which is a 1% increase over the FY 2014 Amended Budget. The total cost per City is \$125,992.***

***A motion to approve the 2015 MVPC budget was made by Councilmember Wegner. Motion was seconded by Councilmember Schoenberger. Vote was unanimous.***

11. Discussion and possible action on the 2015 Proposed Fire Department Budget.

***The Chief presented the Proposed 2015 Budget for consideration. He noted the Commissioners had recommended that \$160,000 be placed into the Capital Replacement Fund. The proposed budget also includes a 2% of base salary contribution into the employees 457 Plan. The total General Fund Budget has an increase of 3.02% from the 2014 Budget.***

***A motion was made to approve the Fire Department 2015 Budget by Councilmember Wegner. Motion was seconded by Councilmember Weinstein. Vote was unanimous.***

12. Discussion and possible action for approval to hire temporary clerical worker.

***A motion was made by Councilmember Wegner to hire Brenda Kerbo-Campagna as a temporary part time court clerk. Councilmember Sapien seconded the motion. Vote was unanimous.***

**EXECUTIVE SESSION.** The City Council may convene a public meeting and then recess into executive (closed) 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) certain consultations with the City's attorney under §551.071; (2) certain matters involving purchase, exchange, lease, or value of real property under §551.072; and (3) certain personnel matters, §551.074.

- a. Regarding matters involving purchase, exchange, lease, or value of real property located within the incorporated limits of Hunter's Creek Village.
- b. Discussion on the City Secretary position search and applicants.

***The City Council adjourned into executive session at 8:10 p.m.***

***Council reconvened in open session at 8:50 p.m., and took action on Regular Agenda Item # 12 (see action above).***

**ADJOURN OPEN MEETING**

***A motion was made by Councilmember Schoenberger with a second by Councilmember Wegner to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 8:55 p.m.***

These minutes were approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Ann Smith, Interim City Secretary

\_\_\_\_\_  
Bonnie McMillan, Mayor

**City of Hunters Creek Village  
Council Approval Report  
(Council Approval Report)**

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
3	A LAWN CARE EQUIPMENT CO, SPRING BRANCH / MEMORIAL, 10160 WESTVIEW DRIVE, HOUSTON, TX, 77043	07/11/14	LANDSCAPING	08/15/14	\$20.95	\$20.95	01-04-5560	LANDSCAPING	\$30,000.00	\$25,034.12
5	AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414	07/23/14	TELEPHONE & INTERNET SERVICES / FAX L	08/15/14	\$145.49	\$145.49	01-01-7060	TELEPHONE	\$22,000.00	\$13,009.62
12	COBB FENDLEY, 13430 NORTHWEST FREEWAY, SUITE 1100, HOUSTON, TX, 77040	07/22/14	CITY ENGINEER	08/15/14	\$7,008.43	\$7,008.43	01-02-6502	CITY ENGINEER	\$50,000.00	\$3,050.12
244507	07/22/14	TCEQ PHIII STORMWATER PERMIT	08/15/14	\$1,200.00	\$1,200.00	01-02-6504	TCEQ PHIII STORMMWA	\$3,000.00	\$1,230.00	
18	END-O-PEST, 1119 WEST 34TH STREET, HOUSTON, TX, 77018	07/29/14	QUARTERLY ROACH CONTROL MAINTENAN	08/15/14	\$125.00	\$125.00	01-04-7050	BUILDING MAINTENAN	\$35,000.00	\$28,382.44
23	GORMAN UNIFORM SERVICE, 9021 KATY FREEWAY, HOUSTON, TX, 77024	07/29/14	UNIFORM MAINTENANCE	08/15/14	\$61.91	\$61.91	01-04-6205	UNIFORMS-PW	\$3,500.00	\$1,417.44
2181088	08/05/14	UNIFORM MAINTENANCE	08/15/14	\$61.91	\$61.91	01-04-6205	UNIFORMS-PW	\$3,500.00	\$1,417.44	
2182382	08/12/14	UNIFORM MAINTENANCE	08/15/14	\$61.91	\$61.91	01-04-6205	UNIFORMS-PW	\$3,500.00	\$1,417.44	
2183663										
32	HENDRICKS TREE SERVICES, 3602 SARATOGA DRIVE, HOUSTON, TX, 77088	08/05/14	40 INSPECTIONS / JUL 2014	08/15/14	\$1,400.00	\$1,400.00	01-04-6540	URBAN FORESTER	\$15,000.00	\$4,990.00
241-8-4-2014										
46	KONICA MINOLTA, 21146 NETWORK PLACE, CHICAGO, IL, 60673-1211	08/04/14	KONICA MINOLTA MONTHLY RENTAL	08/15/14	\$296.50	\$296.50	01-01-7065	MACHINE RENTAL MAI	\$6,000.00	\$1,746.08
25584590										
48	HURRICANE EQUIPMENT & SERVICE INC, PO BOX 157, JACKSONVILLE, TX, 75766	08/01/14	83 INSPECTIONS / JUL 2014	08/15/14	\$3,735.00	\$3,735.00	01-04-6501	PW-BUILDING INSPECT	\$63,000.00	\$17,685.00
HUR-2014-571										
56	MUNICIPAL CODE CORPORATION, PO BOX 2235, TALLAHASSEE, FL, 32316	07/28/14	CODIFICATION OF SUPPLEMENT # 11	08/15/14	\$789.00	\$789.00	01-01-7112	CODIFICATIONS	\$3,000.00	(\$433.30)
00244734										
62	NORTHWEST PEST PATROL, 9330 MILLS ROAD, HOUSTON, TX, 77070	07/01/14	MOSQUITO FOGGING	08/15/14	\$225.00	\$225.00	01-04-7070	MOSQUITO FOGGING	\$12,000.00	\$7,050.00
264029	07/09/14	MOSQUITO FOGGING	08/15/14	\$225.00	\$225.00	01-04-7070	MOSQUITO FOGGING	\$12,000.00	\$7,050.00	
264030	07/15/14	MOSQUITO FOGGING	08/15/14	\$225.00	\$225.00	01-04-7070	MOSQUITO FOGGING	\$12,000.00	\$7,050.00	
264031	07/22/14	MOSQUITO FOGGING	08/15/14	\$225.00	\$225.00	01-04-7070	MOSQUITO FOGGING	\$12,000.00	\$7,050.00	
264032	07/29/14	MOSQUITO FOGGING	08/15/14	\$225.00	\$225.00	01-04-7070	MOSQUITO FOGGING	\$12,000.00	\$7,050.00	
264033										

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**City of Hunters Creek Village  
Council Approval Report  
(Council Approval Report)**

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	<b>65</b>		<b>OFFICE DEPOT CREDIT PLAN, PO BOX 689020, DES MOINES, IA, 50368-9020</b>		<b>\$1,125.00</b>					
	720384858001	07/15/14	PUBLIC RELATIONS	08/15/14	\$124.80	\$124.80	01-01-7115	PUBLIC RELATIONS	\$23,000.00	\$13,884.39
	720384859001	07/15/14	PUBLIC RELATIONS	08/15/14	\$58.95	\$58.95	01-01-7115	PUBLIC RELATIONS	\$23,000.00	\$13,884.39
	720556716001	07/16/14	PUBLIC RELATIONS	08/15/14	\$49.98	\$49.98	01-01-7115	PUBLIC RELATIONS	\$23,000.00	\$13,884.39
	724155930001	07/22/14	OFFICE SUPP/PRINTING - PW	08/15/14	\$51.38	\$51.38	01-04-7057	OFFICE SUPP/PRINTIN	\$2,000.00	\$1,048.56
	724155930002	07/23/14	OFFICE SUPP/PRINTING - PW	08/15/14	\$7.64	\$7.64	01-04-7057	OFFICE SUPP/PRINTIN	\$2,000.00	\$1,048.56
	724155931001	07/22/14	OFFICE SUPP/PRINTING - PW	08/15/14	\$4.79	\$4.79	01-04-7057	OFFICE SUPP/PRINTIN	\$2,000.00	\$1,048.56
	<b>73</b>		<b>PAYMENT REMITTANCE CENTER, PO BOX 54349, LOS ANGELES, CA, 90054-0349</b>		<b>\$297.54</b>					
	080114	08/01/14	MEMBERSHIPS & SUBSCRIPTIONS	08/15/14	\$175.00	\$175.00	01-01-7090	MEMBERSHIPS & SUBS	\$2,500.00	\$1,016.50
	080114	08/01/14	PUBLIC RELATIONS	08/15/14	\$45.14	\$45.14	01-01-7115	PUBLIC RELATIONS	\$23,000.00	\$13,884.39
	<b>75</b>		<b>PRIME SOURCE OFFICE SOLUTIONS, 403 CARL STREET, HOUSTON, TX, 77009-7707</b>		<b>\$220.14</b>					
	011M2060	08/07/14	OFFICE SUPPLIES & PRINTING	08/15/14	\$160.56	\$160.56	01-01-7055	OFFICE SUPPLIES & P	\$7,000.00	\$3,353.86
	011M2074	08/08/14	OFFICE SUPPLIES & PRINTING	08/15/14	\$23.47	\$23.47	01-01-7055	OFFICE SUPPLIES & P	\$7,000.00	\$3,353.86
	011M2039	08/06/14	OFFICE SUPP/PRINTING - PW	08/15/14	\$116.34	\$116.34	01-04-7057	OFFICE SUPP/PRINTIN	\$2,000.00	\$1,048.56
	011M2060	08/07/14	COURT SUPPLIES & PRINTING	08/15/14	\$116.34	\$116.34	01-05-8030	COURT SUPPLIES & PR	\$2,500.00	\$2,313.98
	<b>87</b>		<b>DANIEL SINGLETARY, 3718 WILSHIRE, ALVIN, TX, 77511</b>		<b>\$416.71</b>					
	0000130	08/01/14	WEBSITE HOSTING / AUG 2014	08/15/14	\$149.99	\$149.99	01-02-7042	CONSULTING SERVICE	\$25,000.00	\$21,662.96
	<b>105</b>		<b>VILLAGE FIRE DEPARTMENT, 901 CORBINDALE, HOSTON, TX, 77024</b>		<b>\$149.99</b>					
	080414	08/04/14	TRUCK MAINTENANCE	08/15/14	\$864.13	\$864.13	01-04-5520	TRUCK MAINTENANCE	\$12,000.00	\$5,371.85
	<b>126</b>		<b>PAYMENT REMITTANCE CENTER, PO BOX 54349, LOS ANGELES, CA, 90054-0349</b>		<b>\$864.13</b>					
	080114	08/01/14	BANK FEES	08/15/14	\$39.00	\$39.00	01-01-7056	BANK FEES	\$500.00	\$461.00
	080114	08/01/14	STREET & DRAINAGE MAINTENANCE	08/15/14	\$118.78	\$118.78	01-04-5500	STREET & DRAINAGE	\$75,000.00	\$53,305.34
	080114	08/01/14	STREET & DRAINAGE MAINTENANCE	08/15/14	\$428.73	\$428.73	01-04-5500	STREET & DRAINAGE	\$75,000.00	\$53,305.34
	080114	08/01/14	TRUCK MAINTENANCE	08/15/14	\$74.21	\$74.21	01-04-5520	TRUCK MAINTENANCE	\$12,000.00	\$5,371.85
	080114	08/01/14	BUILDING MAINTENANCE	08/15/14	\$4.04	\$4.04	01-04-7050	BUILDING MAINTENAN	\$35,000.00	\$28,382.44
	<b>127</b>		<b>PAYMENT REMITTANCE CENTER, PO BOX 54349, LOS ANGELES, CA, 90054-0349</b>		<b>\$664.76</b>					
	080114	08/01/14	STREET & DRAINAGE MAINTENANCE	08/15/14	\$44.90	\$44.90	01-04-5500	STREET & DRAINAGE	\$75,000.00	\$53,305.34
	080114	08/01/14	TRUCK MAINTENANCE	08/15/14	\$98.99	\$98.99	01-04-5520	TRUCK MAINTENANCE	\$12,000.00	\$5,371.85
	080114	08/01/14	BUILDING MAINTENANCE	08/15/14	\$148.46	\$148.46	01-04-7050	BUILDING MAINTENAN	\$35,000.00	\$28,382.44
					<b>\$292.35</b>					

**City of Hunters Creek Village  
Council Approval Report  
(Council Approval Report)**

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
181		HOUSTON TREE SERVICE TEAM, 17226 E SUGAR MEADOW DRIVE, HOUSTON, TX, 77090	08/15/14	\$800.00	\$800.00	01-04-5560	LANDSCAPING	\$30,000.00	\$25,034.12
1759	07/21/14	REMOVAL OF PINE TREE TRUNK & DEBRIS	08/15/14	\$800.00	\$800.00				
238		BIO LANDSCAPE & MAINTENANCE INC, 10892 SHADOW WOOD DRIVE, HOUSTON, TX, 77043		\$800.00	\$800.00				
0000066287	07/31/14	MOWING SERVICES ON BINGLE/VOSS RD E	08/15/14	\$2,119.74	\$2,119.74	01-04-5540	MOWING CONTRACT	\$30,000.00	\$16,061.69
336		RANDLE LAW OFFICE LTD LLP, MEMORIAL CITY PLAZA II, 820 GESSNER SUITE 1570, HOUSTON, TX, 77024-4494		\$2,119.74	\$2,119.74				
5911	08/05/14	JUDGES & PROSECUTORS	08/15/14	\$185.00	\$185.00	01-05-8000	JUDGES & PROSECUT	\$31,000.00	\$16,059.05
431		HOOPER COMMUNICATIONS, 14811 ST MARY'S LANE, SUITE 202, HOUSTON, TX, 77041		\$185.00	\$185.00				
00074879	07/24/14	TELEPHONE	08/15/14	\$220.00	\$220.00	01-01-7060	TELEPHONE	\$22,000.00	\$13,009.62
00074887	07/28/14	TELEPHONE	08/15/14	\$220.00	\$220.00	01-01-7060	TELEPHONE	\$22,000.00	\$13,009.62
432		BUREAU VERITAS NORTH AMERICA INC, LOCKBOX FILE 841566, PO BOX 841566, DALLAS, TX, 75284-1566		\$440.00	\$440.00				
1240623	07/31/14	PW-BUILDING INSPECTIONS	08/15/14	\$3,330.00	\$3,330.00	01-04-6501	PW-BUILDING INSPECT	\$63,000.00	\$17,685.00
489		W & W OVERHEAD DOOR CO, 15727 STONEY FORK DR, HOUSTON, TX, 77084		\$3,330.00	\$3,330.00				
14*01089050	08/01/14	BUILDING MAINTENANCE	08/15/14	\$187.50	\$187.50	01-04-7050	BUILDING MAINTENAN	\$35,000.00	\$28,382.44
511		VALERIE L CANTU, 18314 PAIGE TERRACE COURT, CYPRESS, TX, 77433		\$187.50	\$187.50				
073014	07/30/14	COURT-TRAVEL & TRAINING	08/15/14	\$90.00	\$90.00	01-05-8035	COURT-TRAVEL & TRAI	\$500.00	\$320.00
080514	08/05/14	COURT-TRAVEL & TRAINING	08/15/14	\$90.00	\$90.00	01-05-8035	COURT-TRAVEL & TRAI	\$500.00	\$320.00
512		HUNTER-JACKSON PLUMBING CO INC, 2328 HOSKINS, HOUSTON, TX, 77080		\$180.00	\$180.00				
104071	08/05/14	BUILDING MAINTENANCE	08/15/14	\$150.00	\$150.00	01-04-7050	BUILDING MAINTENAN	\$35,000.00	\$28,382.44
513		CRYSTAL SEAGLER, 9075 GAYLORD DRIVE # 58, HOUSTON, TX, 77024		\$150.00	\$150.00				
081114	08/11/14	TRAVEL & TRAINING	08/15/14	\$354.60	\$354.60	01-01-7061	TRAVEL & TRAINING	\$4,000.00	\$3,642.90
<b>Total Bills To Pay:</b>								<b>\$25,683.56</b>	



Accounts Payable Check Register Report - Wells Fargo N.A. Disbursement Acct-7936171946

For The Date Range From 8/29/2014 To 8/29/2014

For All Vendors And For Outstanding Checks - Computer Generated

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
28457	C	8/29/2014	9	CARDINAL TRACKING INC	\$690.00	O
28458	C	8/29/2014	10	CENTERPOINT ENERGY	\$24.89	O
28459	C	8/29/2014	12	COBB FENDLEY	\$12,816.04	O
28460	C	8/29/2014	23	GORMAN UNIFORM SERVICE	\$123.82	O
28461	C	8/29/2014	28	HARRIS COUNTY APPRAISAL DISTRICT	\$6,977.00	O
28462	C	8/29/2014	45	CARMEN KNEZEAK	\$110.04	O
28463	C	8/29/2014	52	MEMORIAL VILLAGES POLICE DEPT - MAIN	\$4,167.00	O
28464	C	8/29/2014	52	MEMORIAL VILLAGES POLICE DEPT - MAIN	\$4,333.00	O
28465	C	8/29/2014	52	MEMORIAL VILLAGES POLICE DEPT - MAIN	\$116,104.00	O
28466	C	8/29/2014	53	MEMORIAL VILLAGES WATER AUTHORITY	\$2,579.98	O
28467	C	8/29/2014	66	OLSON & OLSON LLP	\$4,313.75	O
28468	C	8/29/2014	69	OZARKA	\$110.98	O
28469	C	8/29/2014	75	PRIME SOURCE OFFICE SOLUTIONS	\$517.74	O
28470	C	8/29/2014	80	ROYAL DISPOSAL & RECYCLE	\$50,470.68	O
28471	C	8/29/2014	86	SIGN AND SUPPLY LP	\$477.00	O
28472	C	8/29/2014	88	SOUTHWEST SIGNAL SUPPLY INC	\$1,387.25	O
28473	C	8/29/2014	102	TREES PLUS INC	\$1,150.00	O
28474	C	8/29/2014	103	TEXAS MUNICIPAL RETIREMENT SYSTEM - TMRS	\$5,347.17	O
28475	C	8/29/2014	105	VILLAGE FIRE DEPARTMENT	\$89,419.60	O
28476	C	8/29/2014	107	VILLAGES MUTUAL INSURANCE COOPERATIVE	\$4,720.44	O
28477	C	8/29/2014	109	WAUKESHA-PEARCE INDUSTRIES INC	\$263.00	O
28478	C	8/29/2014	150	GARY B MADDOX	\$500.00	O
28479	C	8/29/2014	362	VERIZON WIRELESS	\$679.58	O
28480	C	8/29/2014	430	CONSTELLATION NEWENERGY INC	\$5,233.87	O
28481	C	8/29/2014	434	SHERRY L APPLEWHITE	\$475.00	O
28482	C	8/29/2014	458	AT&T	\$3,035.62	O
28483	C	8/29/2014	511	VALERIE L CANTU	\$210.00	O
28484	C	8/29/2014	514	VERSAN AL JARRAH	\$210.90	O
28485	C	8/29/2014	515	PHILIP H AZAR II	\$786.90	O
					<b>Cleared</b>	<b>\$0.00</b>
					<b>Outstanding</b>	<b>\$317,235.25</b>
					<b>Void</b>	<b>\$0.00</b>



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
G-1**

**AGENDA DATE:** September 23, 2104  
**AGENDA NUMBER:** Regular Agenda – G-1  
**PRESENTER/CONTACT:** John Hightower  
**PROCEEDING:**  
**EXHIBITS:** Second Amendment/Waste Mgmt

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**BACKGROUND/RATIONALE:**

John Hightower, Olson & Olson, LLC, is reviewing the latest amendment to the Solid Waste & Recycling Collection Contract. At the time of preparing the agenda packet, no further information was available.

The contract expires on October 31, 2014.

**FISCAL IMPACT:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

**SECOND AMENDMENT TO THE  
RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION  
AND DISPOSAL SERVICES CONTRACT**

THIS SECOND AMENDMENT TO THE DISPOSAL SERVICES CONTRACT (the Amendment”) of RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES CONTRACT (the “Contract”) is effective as of November 1, 2014, and is entered into by and among the Persons executing this Amendment (the “Parties”).

WITNESSETH:

WHEREAS, the Contract was formed under the laws of the State of Texas pursuant to the execution of the Contract dated as November 1, 2007 (the “Contract”); and

WHEREAS, the Parties desire to make certain additions, modifications and amendments to the Agreement, “Contract”.

WHEREAS, the parties desire to make certain additions, modifications and amendments to the Agreement, “Contract”, by the addition of a “SECOND AMENDMENT”.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the parties hereto agree that the Agreement is hereby amended as follows:

1. Pursuant to Paragraph XII TERMS OF THE CONTRACT (the “Original Contract”) stated, “The terms of the contract will be for a period of five (5) years beginning November 1, 2007 and ending October 31, 2012. The rate for ...

2. The Agreement was amended by a “FIRST AMENDMENT” to add a period extension of two (2) years thereto as follows: “The terms of the original contract will be for a period of five (5) years beginning November 1, 2007 and ending October 31, 2012. Insert: This contract term is hereby extended for a period of two (2) years beginning November 1, 2012 and ending on October 31, 2014,” by FIRST AMENDMENT.

3. Paragraph XIII COMPENSATION TO CONTRACTOR of (the”Contract”) is hereby amended. The original paragraph states: “The City agrees to pay and the Contractor agrees to accept the following compensation for the services to be provided under this Agreement: \$26.00 per month for each occupied residence within the City for biweekly collection and disposal...”. This paragraph XIII is hereby amended to state: Insert: \$29.41 per home per month (which price includes recycle) ...” by FIRST AMENDMENT.

4. Pursuant to Paragraph XII TERMS OF THE CONTRACT (the "Original Contract") stated, "The terms of the contract will be for a period of five (5) years beginning November 1, 2007 and ending October 31, 2012. For and in consideration of the Agreement, "Contract" referred to herein, the Parties hereby enter into this "SECOND AMENDMENT", effective November 1, 2014. "The terms of the original contract will be for a period of five (5) years beginning November 1, 2007 and ending October 31, 2012. Insert: This contract term is hereby extended for a period of two (2) years beginning November 1, 2012 and ending on October 31, 2014," by FIRST AMENDMENT. Insert: This contract term is hereby extended for a period of five (5) years beginning on November 1, 2014 and ending on October 31, 2019, by this SECOND AMENDMENT. Delete: the last two sentences of paragraph XII beginning, : The rate for each subsequent twelve-month period during the contract term shall be adjusted... Any adjustment... during the following twelve-month period (which is the remainder of paragraph XII).

5. Paragraph XIII COMPENSATION TO CONTRACTOR of (the"Contract") is hereby amended. The original paragraph states: "The City agrees to pay and the Contractor agrees to accept the following compensation for the services to be provided under this Agreement: \$26.00 per month for each occupied residence within the City for biweekly collection and disposal...". This paragraph XIII is hereby deleted entirely: Insert: New paragraph; XIII COMPENSATION TO CONTRACTOR. The parties acknowledge that the rates herein include a residential base monthly price and all applicable fees, taxes or similar assessments incurred under federal, state and local taxes, (hereinafter "Fees").

5.a) The "Base Rate." The base residential monthly rate per home is presently \$29.41, which includes trash and recycle services. This base monthly rate shall be increased by 3.21 % commencing from November 1, 2015. from the presently monthly base rate which is set out as follows:

First year base rate, November 1, 2014-October 31, 2015: \$30.35 pre residence per month;

Second year base rate, November 1, 2015-October 31, 2016: \$31.32 per residence per month;

Third year base rate, November 1, 2016-October 31, 2017: \$32.33 per residence per month;

Fourth year base rate, November 1, 2017-October 31, 2018: \$33.37 per residence per month;

Fifth year base rate, November 1, 2018-October 31, 2019: \$34.44 per residence per month.

5.b) Fees. The parties acknowledge and understand that the Fees may vary from time to time, and, are not under the control of the Contractor. Accordingly, at any time during the term of this Agreement/Amendment, the Contractor may petition the City for an additional fee

adjustment in the event any such Fees are increased or additional Fees are imposed subsequent to the effective date of the Agreement/Amendment. At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested Fee adjustment. The residential price for waste services includes a base monthly rate plus a disposal environmental fee and a fuel surcharge rate hereinafter "Fees." The present environmental disposal fee is \$3.02 monthly per residence. The present fuel surcharge is \$0.87 monthly per residence. The combined Fees are \$3.89 monthly per residence.

5.c) The following is a summary of Base Rate plus Fees monthly per residence in year;

Year 2014-2015 \$30.35 (base rate) + 3.87 (Fees)=\$34.22

Year 2015-2016 \$31.32 (base rate) + 3.87 (Fees)=\$35.19

Year 2016-2017 \$32.33 (base rate) + 3.87 (Fees)=\$36.20

Year 2017-2018 \$33.37 (base rate) + 3.87 (Fees)=\$37.24

Year 2018-2019 \$34.44 (base rate) +3.87 (Fees)=\$38.31

6. Except as modified hereby, the Agreement/Amendment remains in full force and effect.

7. This Agreement/Amendment may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment had been duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

City of Hunters Creek Village

Grace Disposal Systems, L.L.C. d/b/a

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

**AMENDMENT TO  
RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION  
AND DISPOSAL SERVICES CONTRACT**

This AMENDMENT to the RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES CONTRACT, which was executed in November 2007 by and between the City of Hunters Creek Village and Century Disposal, Inc, is made by and between the City of Hunters Creek Village and Grace Disposal Systems, L.L.C., d/b/a Royal Disposal and Recycling, the successor in interest of Century Disposal, Inc., and shall be effective as of November 1, 2012.

**WITNESSETH**

**WHEREAS**, the City of Hunters Creek Village (the "City") and Century Disposal, Inc. ("Century") entered into a Residential Solid Waste and Recycling Collection and Disposal Contract (the "Contract") in November 2007.

**WHEREAS**, Century assigned all of its interests in the Contract to Grace Disposal Systems, L.L.C., d/b/a Royal Disposal and Recycling ("Royal") in April 2008;

**WHEREAS**, Royal accepted the assignment of Century's rights and duties under the Contract and has continued to perform those duties since April 2008, and the City has consented to and ratified that assignment;

**WHEREAS**, the five-year initial term of the Contract is scheduled to expire on November 1, 2012;

**WHEREAS**, the City desires to extend the Contract for an additional two-year term beginning on November 1, 2012 and expiring on October 31, 2014, in order to allow the City time to review and consider various options for revising the disposal and recycling services it provides to its residents, prior to soliciting bids for a new contract;

**WHEREAS**, Royal is willing to extend the Contract for an additional two-year term if its compensation for providing services is increased.

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth, the parties hereto agree that the Contract is hereby amended as follows:

1. The first paragraph of the Contract is amended to remove Century and to substitute Royal as the "Contractor".

2. The first sentence of Section XII of the Contract ("TERMS OF THE CONTRACT") is amended to read as follows:

"The term of the contract will be for a period of seven (7) years beginning on November 1, 2007 and ending October 31, 2014."

The remainder of Paragraph XII shall remain unchanged.

3. The first sentence of Section XIII of the Contract ("COMPENSATION TO CONTRACTOR") is amended to read as follows:

"The City agrees to pay and the Contractor agrees to accept the following compensation for the services to be provided under this Agreement: \$29.41 per month for each occupied residence within the City for biweekly collection and disposal of residential solid waste, for recycling for each occupied residence within the City, regardless of how many residences are participating in the recycling program; and for weekly residential heavy trash collection and disposal for each occupied residence within the City.

4. No other provisions of the Contract are modified by this Amendment and it is the intention of the parties to this Amendment that the Contract, as modified by this Amendment, will remain in full force and effect.

IN WITNESS WHEREOF, this Amendment had been duly executed by the authorized agents of the parties, as of the dates shown below.

CITY OF HUNTERS CREEK VILLAGE

By: [Signature]  
David Wegner, Mayor  
Date: 9-27-12

ATTEST:

By: [Signature]  
Deborah L. Loesch  
City Secretary



GRACE DISPOSAL SYSTEMS, L.L.C.  
d/b/a ROYAL DISPOSAL AND  
RECYCLING

By: [Signature]  
Name: VP 000  
Title:  
Date: 9/27/12



August 20th, 2014

David Hanna  
Royal Recycle and Disposal  
PO Box 160  
Fulshear, TX 77441

RE: New single stream rate

Dear David:

I am writing this letter to introduce a new single stream rate for the material you currently send us. With all of the turbulent changes in the recycling industry in the past couple of years, we have found it necessary to change our pricing model and have laid it out on the new agreement. With a blended value scenario, we are looking to process your material at a fair rate, simply put. We value our partnership and want to continue to build it for many years to come. Please review the attached document and I believe a conversation would be the next best step to discuss any questions or issues you may have with this agreement.

We would like to have this new rate implemented by September 22<sup>nd</sup>, 2014, giving you a fair 30 day window to review our proposal. If I do not hear from you, I will assume you have no questions and are in agreement with our newly suggested rates and terms. We will then implement the new rates on the previously mentioned date.

My telephone number is 682-220-5655 and my email address is fpapp@wm.com. I look forward to hearing from you.

Best,

Fred J. Papp

Area Sales Manager

Waste Management Texoma





## RECYCLABLES SUPPLY AGREEMENT

**THIS RECYCLABLES SUPPLY AGREEMENT** (“Agreement”) is made as of the 22nd day of September, 2014 (“Effective Date”) by and between Waste Management of Texas, Inc., WM Recycle America, LLC, and their affiliates and subsidiaries (“Company”), and Royal Recycle and Disposal. (“Customer”), with a principal office address of PO Box 160, Fulshear, TX 77441. Customer and Company are each a “Party” and collectively the “Parties.”

**Whereas**, Company operates one of more materials recycling facilities that accepts Recyclables, including Single Stream Materials; and

**Whereas**, Customer collects Recyclables, including Single Stream Materials, and requires a facility in which to deliver the Single Stream Materials;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

### 1. TERM

The term of the Agreement shall commence on September 22nd, 2014 and continue until September 22nd, 2017 (“Initial Term”). At the expiration of the Initial Term, the Parties may extend the Agreement for up to one additional year upon mutual written agreement. The Initial Term and Renewal Terms are collectively the “Term.”

### 2. DEFINITIONS

- a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to the acquisition, design, construction, equipping, testing, financing, ownership, possession, or operation of Designated Facilities and performance under this Agreement.
- b. **“Blended Value” or “BV”** is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.
- c. **“Composition Audit”** means the basis upon which Single Stream Materials delivered to the Designated Facility are measured to determine the percentage of each Recyclable and Non-Recyclable component delivered by or on behalf of Customer.
- d. **“Company Fee”** means the compensation per Ton for costs incurred by Company to prepare Recyclables at the Designated Facilities for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.
- e. **“CPI”** means the Consumer Price Index-All Urban Consumers (CPI-U), Southwest Region (includes Texas), All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).
- f. **“Customer’s Value Share”** means the Customer’s percentage of the Blended Value as set forth on Exhibit B.

- g. **“Designated Facility”** means Company’s operations located at 1200 Brittmore Road, Houston, TX, 77043 (“Westside”) that receive Customer’s Single Stream Materials.
- h. **“Designated Holidays”** are New Year’s Day, Thanksgiving Day, and Christmas Day.
- i. **“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Company.
- j. **“Force Majeure”** means any act of terrorism, act of God, landslides, lightning, fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), not reasonably within the control of a Party.
- k. **“Maximum Non-Recyclables Level”** means twelve percent (12%) of the weight of incoming loads of Single Stream Materials.
- l. **“Net Value”** means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer’s Value Share.
- m. **“Non-Recyclables”** means any materials in the Single Stream Materials that are not Recyclables as set forth in Exhibit A.
- n. **“Receiving Hours”** means the regularly-scheduled hours of operation for the Designated Facility.
- o. **“Recyclables”** means acceptable materials contained within the Single Stream Materials as set forth and further defined in Exhibit A.
- p. **“Single Stream Materials”** means all Customers’ materials delivered to Company containing Recyclables and Non-Recyclables.
- q. **“Specifications”** means the description of the Single Stream Materials as set forth in Exhibit A.
- r. **“Ton”** means 2,000 pounds.
- s. **“Uncontrollable Circumstances”** means acts of domestic (federal, state or local) or foreign governments or governmental agencies or governmental restraint, changes in laws, rules, regulations, fees, or taxes, changes in market conditions, including but not limited to lack of commercially reasonable market availability for processed Recyclables, whether foreseeable or unforeseeable, that are not reasonably within the control of a Party, which materially affect this Agreement or a Party’s ability to achieve the benefit(s) bargained for under this Agreement.

### 3. QUANTITY AND QUALITY

a. During the term of this exclusive Agreement and in order for Customer to maintain its entitlement to the Blended Value pricing set forth in Exhibit B, Company shall take and Customer agrees to deliver a minimum of 400 tons of Single Stream Materials each month to the Designated Facilities. Should Customer fail to deliver the monthly minimum tonnage of Single Stream Materials to the Designated Facilities, then Company shall have the right to apply Company's non-discriminatory price. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Exhibit A without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any changes to the list of acceptable Recyclables in Exhibit A shall be made upon the mutual written agreement of Customer and Company.

b. Customer represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Exhibit A. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.

c. Company will perform periodic Composition Audits, at least annually, of the Customer's Single Stream Materials delivered to the Designated Facility to determine the overall material composition and associated Blended Value. Company will update the Blended Value table in Exhibit B to reflect the most recent Composition Audit results for each category of material. Company will notify the Customer in advance of all prospective Composition Audit dates and times, and Customer may have a representative present during the composition audit. Company will provide Customer with a report containing the results of the Composition Audit as well as an updated composition table that will reflect the updated percentages for each category of material based upon the Composition Audit.

### 4. PRICING/PAYMENTS

Payments and charges to Customer shall be calculated as set forth on Exhibit B. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Recyclables. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Recyclables purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company upon receipt of invoice. A late fee may be assessed by either party on all past due amounts at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

### 5. DELIVERIES TO DESIGNATED FACILITY

Customer shall deliver Single Stream Materials at Customer's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the Designated Facility.

When a Customer is transporting materials to the Designated Facility, Customer shall have a limited license to enter the Designated Facility for the sole purpose of off-loading Single Stream Materials at an area designated, and in the manner directed, by Company. Customer shall ensure that it complies with all rules and regulations of the Designated Facility, as may be updated from time-to-time. Company may deny Customer or its employees, agents, or contractors entry to the Designated Facility and/or terminate this Agreement in the event of Customer's or its employees, agents, or contractors' failure to follow such rules and regulations or behavior that creates a danger or safety risk.

## **6. DESIGNATED FACILITY STANDARDS**

a. Company shall provide certified scales for weighing Single Stream Materials delivered to the Designated Facility. Scales shall be regularly calibrated as required by Applicable Law. Company shall make available to Customer weight tickets for each load of Single Stream delivered, or otherwise provide electronic weight records.

b. If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Customer must promptly remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to promptly remove such Excluded Materials after request by Company, Company may transport and dispose of such Excluded Materials and charge all the costs incurred by Company in receiving, transporting, and disposing of the Excluded Materials.

c. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

## **7. SINGLE STREAM QUALITY**

Customer acknowledges that maintaining the quality of the Single Stream Materials is Customer's responsibility and will affect the Customer's Value Share under this Agreement. Customer shall use reasonable efforts to inform the persons or entities from whom it is collecting Single Stream Materials of the quality requirements under this Agreement and to enforce the quality standards for the acceptance of the Single Stream Materials.

## **8. INDEMNIFICATION/LIMIT OF LIABILITY**

Customer shall indemnify and hold harmless Company, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the Company, its employees, agents or officials to the extent caused by Customer's negligent act or omission, willful misconduct, or breach of this Agreement. Neither Party shall be liable to the other for special, consequential, incidental or punitive damages arising out of the performance of this Agreement.

## **9. TERMINATION**

When a Party has defaulted on one or more material terms of this Agreement, the non-defaulting Party may terminate this Agreement on thirty (30) days' written notice where such default has not been cured within such thirty (30) day period. If a Party makes a general assignment for the benefit of its creditors, files for bankruptcy relief, or has an involuntary bankruptcy filed against it, the other Party may terminate this Agreement immediately upon written notice. In the event either Party waives default by the other Party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. In the event of a default, the non-defaulting Party shall have the right to seek all available recourse to which it may be entitled by law or in equity, including, but not limited to, the right to all damages or losses suffered as a result of such termination.

**10. NOTICES:**

Any notice to be given hereunder shall be sent via certified mail or a nationally-recognized overnight courier to the following addresses:

If to Customer: \_\_\_\_\_  
\_\_\_\_\_

If to Company: \_\_\_\_\_

\_\_\_\_\_  
ATTN:

with a copy to: CT Corporation System  
350 North St. Paul Street  
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**11. OTHER PURCHASES**

From time to time, Customer and Company may mutually agree on additional purchases or services, provided these do not conflict with Applicable Law. The terms and conditions in this Agreement may be used for these additional purchases and services and such changes to the Agreement will be approved and appended hereto. Such additional purchases and services may include, but are not limited to, additional solid waste and recycling services, including collection, disposal, transfer, organics management, disaster services, trucking, project management, and construction.

**12. MISCELLANEOUS:**

a. Except for the obligation to make payments hereunder, neither Party shall be in default or liable to the other Party for its failure, in whole or in part, to perform or delay in performance caused by Force Majeure, and the affected Party shall be excused from performance during the occurrence of such events. If either Party delays or fails to return to performance under this Agreement after the Force Majeure event, then such delay or failure may be considered a default under this Agreement by the performing Party.

b. Customer shall not assign or subcontract this Agreement without the advance written approval of Company. If Customer fails to obtain such advance written approval, then Company shall have the right to either accept the delegation, transfer, or assignment of the Agreement or the right to terminate the Agreement upon providing ten (10) days' written notice to Customer. In all other instances, this Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. This Agreement, including Exhibits A and B, which are incorporated herein and made a part hereof, represents the entire agreement between the parties and supersedes any and all other agreements related to the Recyclables, whether written or oral, that may exist between the Parties or their affiliates.

d. This Agreement shall be construed in accordance with the law of the state in Texas, and any claims or lawsuits arising out of this Agreement shall be litigated in Texas.

e. The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then exclusive venue of any dispute shall be a

state court or federal district court where the services are being performed.

f. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

g. Any waiver of any breach of covenants herein contained to be kept and performed by the either Party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent a Party from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise. A Party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A Party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

h. Any additions or modifications to this Agreement shall only be made in writing and signed by both Parties.

i. This Agreement shall not be construed to create any rights hereunder in any person or entity other than the Parties to this Agreement

j. Each Party has cooperated in the drafting and preparation of this Agreement and/or has had the opportunity to consult with counsel in regards to its terms and conditions. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any Party.

BY SIGNING BELOW EACH SIGNATORY WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH BELOW.

**CUSTOMER:**

**COMPANY:**

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

**EXHIBIT A  
SPECIFICATIONS**

**RECYCLABLES shall be loose, not bagged, and include the following:**

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Anything not specifically listed above is a Non-Recyclable.

Recyclables may be added or deleted upon the mutual written consent of the Parties.

**NON-RECYCLABLES include, without limitation, the following:**

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Films (e.g., plastic grocery bags)
Glass cookware/bake-ware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials; foam products	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

**DELIVERY SPECIFICATIONS:**

Single Stream Materials delivered by or on behalf of Customer may not contain a percentage of Non-Recyclables greater than the Maximum Non-Recyclables Level.

In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return, or disposal costs or may eliminate the rebate for the load.



**EXHIBIT B  
BLENDED VALUE/CHARGES**

**1. VALUE SHARE**

Customer's Value Share is 80% of the Blended Value.

**2. BLENDED VALUE**

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- a. "PPW" means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the Southwest Region, U.S.A., Domestic Price, 1st issue of the month retroactive to the first of the month.
- b. "SMP" means the average price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the Southcentral U.S.A., first dated price each month, retroactive to the first of the month.
- c. "Actual Value" means the average price paid to or charged to the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- d. If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- e. "T&D" means the transportation and disposal charge for Non-Recyclables at the Designated Facility per Ton in the month of delivery.

<b>Material Component</b>	<b>Commodity Value</b>
Newspapers, magazines, inserts, other paper	PPW #2 Mixed Paper
Cardboard and other brown papers	PPW OCC #11
Aluminum / beverage cans	SMP for Aluminum Cans
Steel/Tin	SMP for Steel Cans
Plastic #1	SMP for PET
Plastic #2 Natural	SMP for Natural HDPE
Plastic #2 Colored	SMP for Colored HDPE
#3-#7 Plastics	Actual Value
Glass	Actual Value
Non-Recyclables	T & D

**3. CHARGES**

(a) Customer shall pay the Company Fee for each Ton of Single Stream Materials delivered by or on behalf of the Customer. The initial Company Fee is \$70.00 per ton at each of the Designated Facilities.

(b) The Company has the right to increase the Company Fee at each Designated Facility in accordance with changes in the applicable Consumer Price Increase (CPI) as calculated below on or after the anniversary of the Effective Date ("Anniversary Date"). Such CPI increase shall be applied on or after such Anniversary Date, and shall be recalculated and applied each Anniversary Date thereafter. The increases to the Company Fee shall be based on the percentage increase in the Consumer Price Index, US City Average for All Urban Consumers,

Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) for the twelve (12) month period ending one month prior to the Anniversary Date. In the event this CPI is no longer viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the Parties.

(c) Company shall also be entitled to an increase in the Company Fee during the term of this Agreement, and upon thirty (30) days' written notice to the Customer, to offset any Uncontrollable Circumstances.

(d) A per Ton fuel surcharge and environmental fee will be paid by Customer calculated as set forth at <http://www.recycleamerica.com/fuel/default.asp>.

4. **BLENDED VALUE/REVENUE SHARE/NET VALUE EXAMPLE FOR ILLUSTRATION PURPOSES ONLY**

**Blended Value Per Ton**

<b>A</b> <b>Material Component</b>	<b>B</b> <b>Commodity Value</b>	<b>C</b> <b>Value (Example) In \$/Ton*</b>	<b>D</b> <b>Composition Audit Percentage (Example)</b>	<b>E</b> <b>Blended Value Contribution C x D (example) \$/Ton</b>
Mixed paper (e.g., newspaper, magazines, inserts)	PPW #2 Mixed Paper	\$55.00	43.2%	\$23.76
Cardboard, brown papers	PPW OCC #11	\$90.00	14.5%	\$13.05
Aluminum/beverage cans	SMP for Aluminum Cans	\$1,570.00	1.20%	\$18.84
Steel/Tin	SMP for Steel Cans	\$115.00	2.00%	\$2.30
Plastic #1	SMP for PET	\$355.00	3.10%	\$11.01
Plastic #2 Natural	SMP for Natural HDPE	\$1,070.00	1.8%	\$19.26
Plastic #2 Colored	SMP for Colored HDPE	\$570.00	1.9%	\$10.83
#3 through #7 Plastics	Actual Value	\$80.00	3.70%	\$2.96
Glass	Actual Value	(\$50.62)	14.60%	(\$7.39)
Non-Recyclables	T&D	(\$48.19)	14.00%	(\$6.75)
<b>TOTAL</b>	<b>BLENDED VALUE</b>		<b>100%</b>	<b>\$87.87</b>

\*Commodity Value expressed as cents per pound (¢/lb) is multiplied by 2,000 to obtain dollar value per Ton (\$/Ton).

Customer's Value Share is 80% of the Blended Value calculated monthly at each of the Designated Facilities. August 2014 values (column C above) at the Westside Designated Facility are used in this example.

**NET VALUE USING EXAMPLE ABOVE (FOR ILLUSTRATION PURPOSES ONLY)**

By way of example (from above), where the:

- a. Blended Value is \$87.87 per Ton, for each Ton delivered; and
- b. the Customer's Value Share is 80%; and
- c. the Company Fee is \$70.00 per Ton, for each Ton delivered; and
- d. the Fuel Surcharge is \$2.61 per Ton, for each Ton delivered; and
- e. the Environmental Fee is \$1.25 per Ton, for each Ton delivered;

the Net Value per Ton, for each Ton delivered, paid to Customer is:

$$80\% \times \$87.87 = \$70.29 \text{ Value Share}$$

Customer Value Share of \$70.29 – \$73.86 (Company Fee + Fuel Surcharge + Environmental Fee) =  
\$-3.57 negative Net Value per Ton, for each Ton delivered, paid by Customer to Company



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
G-2**

**AGENDA DATE:** September 23, 2104

**AGENDA NUMBER:** G-2

**PRESENTER/CONTACT:** Ann Smith

**PROCEEDING:**

**EXHIBITS:**

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**BACKGROUND/RATIONALE:**

Discussion and possible action to appoint Carmen Knezeak as Deputy Municipal Court Clerk.

Due to the elimination of the fulltime Court Clerk, the City needs to appoint Carmen Knezeak at Deputy Court Clerk. Ms. Knezeak signs off on all court documents; however, we have a temporary Adm. Assistant processing the citations and court dockets.

**FISCAL IMPACT:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

G-3

citysecretary

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**From:** Tom Fullen  
**Sent:** Monday, September 15, 2014 12:39 PM  
**To:** citysecretary  
**Cc:** Charles Eastland  
**Subject:** Mudjacking

Ann

I spoke to Charles and he is going to have 2 written estimates and 1 letter from a contractor "No Bid". Would you place this item on the agenda for council approval.

Thanks

Tom



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT**

**AGENDA DATE:** September 23, 2104  
**AGENDA NUMBER:** Regular Agenda – G-5  
**PRESENTER/CONTACT:** Mayor McMillan/Tom Fullen  
**PROCEEDING:**  
**EXHIBITS:** Resolution # 2014-4

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**BACKGROUND/RATIONALE:**

See the enclosed email from Thomas Brocato regarding GCCC action requirement. Each City in the coalition has jurisdiction to suspend the CenterPoint rate increase for 90 days of review, IF, they do so by Resolution prior to October 1, 2014.

The draft resolution is submitted for Council consideration.

**FISCAL IMPACT:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

**Bonnie McMillan**

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**From:** Susan Blevins <susan.blevins@hilshirevillagetexas.com>  
**Sent:** Thursday, August 21, 2014 1:40 PM  
**To:** Karen Glynn; Bonnie McMillan; Stephen Ashley; Ben Griffin; Beth Staton  
**Subject:** FW: GCCC - ACTION REQUIRED.  
**Attachments:** Model Staff Report - Suspension Resolutions for LED Lighting Tariff Amendment.DOC; LED Lighting Suspension Resolution.DOC

During the Mayor's Luncheon the attached resolution was discussed. Mayor Whiting asked that I send a copy of the resolution and information for your City's consideration (per the request of the other Mayors).

Susan Blevins  
City Secretary  
City of Hilshire Village  
8301 Westview  
Houston, Texas 77055  
713 973 1779 office  
713 973 7793 fax

**From:** Thomas Brocato [mailto:tbrocato@lglawfirm.com]  
**Sent:** Thursday, August 14, 2014 1:49 PM  
**To:** Thomas Brocato  
**Cc:** Melissa Long; Chris Brewster  
**Subject:** GCCC - ACTION REQUIRED.

← Ann, I have left a message for Thomas. I will get w/ you if we need to take action on this in the form of a Resolution

**GULF COAST COALITION OF CITIES : ACTION REQUIRED -**

Tom  
8/22/14

On August 8, 2014, CenterPoint Energy filed an application to amend its Lighting Services to add four new light emitting diode ("LED") street lighting options, effective October 1, 2014. Yesterday GCCC had a conference call to discuss the case. The coalition took the following actions:

1. Authorized intervention in the case.
2. Authorized recommending cities suspend the application for 90 days.
3. Authorized paying up to \$10,000 for legal and consulting assistance in the event the PUC determines that cities are not entitled to reimbursement of fees. It is our belief that this case is reimbursable but we do not currently have confirmation from the Commission.
4. Directed us to obtain cost data regarding LED lighting from the Company.
5. Authorized us meeting with the PUC Staff to verify their position on legal and policy questions.

Cities have original jurisdiction over this matter. As such, your city if required to take action no later than October 1. It is our recommendation that cities should suspend the application in

order to extend city authority as long as possible. Attached you will find a model staff report and a suspension resolution for your city to use. Please schedule this item for a meeting so that council will take action no later than October 1, 2014. Prior to the expiration of the 90 day suspension period we will likely be recommending final action which will require each city to adopt another resolution or ordinance.

Please feel free to contact if you have questions. My direct number is 512-322-5857. Thomas

Thomas Brocato  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
(512) 322-5800 phone  
(512) 472-0532 fax

If you would like more information about the firm, please visit our website <http://www.lglawfirm.com>.

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**RESOLUTION NO. 2014-04**

**A RESOLUTION OF THE CITY OF HUNTERS CREEK VILLAGE, TEXAS, SUSPENDING THE OCTOBER 1, 2014 EFFECTIVE DATE OF THE CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC SEEKING AN AMENDED RATE SCHEDULE 6.1.1.6 LIGHTING SERVICES IN ITS TARIFF FOR RETAIL DELIVERY SERVICE.**

**WHEREAS**, the City of Hunters Creek Village is a member of a coalition of cities known as the Gulf Coast Coalition of Cities. The Coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission ("PUC"), the Courts, and the Legislature on electric utility regulations matters for nearly 20 years;

**WHEREAS**, this governing body desires to exercise its right to suspend the October 1, 2014 effective date of the Company's tariff amendment for the maximum period permitted by law to allow the City, working in conjunction with the GCCC, to evaluate the filing, determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

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

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. If the suspension period is not otherwise extended by the Company, the City must take final action on CenterPoint's request to raise rates by October 1, 2014.

Section 2. This provision authorized GCCC, consistent with the City's resolution approving membership in GCCC, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC and on appeal to the Courts.

Section 3. The Company will reimburse the cities for their reasonable rate case expenses. No individual city shall incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both CenterPoint's authorized representative and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

PASSED, APPROVED, AND RESOLVED this \_\_\_\_\_ day of September, 2014.

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Bonnie McMillan  
Mayor

ATTEST:

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Ann Smith  
Interim City Secretary

citysecretary

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**From:** John Hightower [JHightower@olsonllp.com]  
**Sent:** Wednesday, August 27, 2014 2:21 PM  
**To:** Tom Fullen; citysecretary; Bonnie McMillan  
**Subject:** Through truck prohibition on Voss and Memorial

In response to the issues raised by the citizen who recently moved to a house on Voss Rd., I offer the following.

The City does have an ordinance (40-37) that prohibits trucks of more than 2 axles from using Memorial or Voss, unless they are in route to a destination in Hunters Creek, Bunker Hill, or Piney Point. The ordinance was adopted in 1978. As far as I know, it is not currently enforced. In my opinion, the ordinance in its current form is invalid as an unconstitutional burden on interstate commerce. The test applied by the US Supreme Court weighs the local benefits of the regulation against it burden it places on interstate commerce. Given the location of Voss Road and its role as a major north/south arterial street, I do not think a court would uphold a restriction that prohibited a truck from using Voss to travel from I-10 to one of the business at Voss and San Felipe when that is the most sensible route.

The ordinance might be modified to make it more likely that it would be upheld. To do this would require defining permitted destinations much more broadly than the current ordinance does. Even if a valid ordinance was put in place, I doubt that it would be an effective deterrent given the difficulty in determining a truck's destination.

John J. Hightower  
Olson & Olson, L.L.P.  
Wortham Tower, Suite 600  
2727 Allen Parkway  
Houston, Texas 77019  
(713) 533-3800  
(713) 533-3888 (fax)



**CITY OF HUNTERS CREEK VILLAGE  
AGENDA ITEM REPORT  
G-8**

**AGENDA DATE:** September 23, 2104

**AGENDA NUMBER:** G-8

**PRESENTER/CONTACT:** Ann Smith

**PROCEEDING:**

**EXHIBITS:**

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**BACKGROUND/RATIONALE:**

Discussion and possible action appointing an official designee and one alternate to the Houston- Galveston Area Council 2015 General Assembly.

As per the cover letter, City Council needs to designate one elected official as a representative and one as an alternate on the HGAC General Assembly.

**FISCAL IMPACT:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**



RECEIVED

SEP 16 2014

HUNTERS CREEK VILLAGE

Houston-Galveston Area Council

Office of the Executive Director

September 10, 2014

The Honorable Bonnie McMillan  
Mayor, City of Hunters Creek Village  
1 Hunters Creek Pl  
Houston, TX 77024-3026

Dear Mayor McMillan:

I am writing regarding the appointment of your city's representative to H-GAC's 2015 General Assembly.

H-GAC's Bylaws provide that each member General Law city is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2015.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body.

A dinner meeting of General Law city representatives will be scheduled for November. At that meeting, your 2014 General Law Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2015.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 10. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

Jack Steele

JS/kam

Enclosure

cc: City Secretary



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**DESIGNATION OF REPRESENTATIVE AND ALTERNATE  
HOUSTON-GALVESTON AREA COUNCIL  
2015 GENERAL ASSEMBLY**

\*\*\*\*\*

**BE IT RESOLVED**, by the Mayor and City Council of \_\_\_\_\_, Texas,  
that \_\_\_\_\_ be, and is hereby designated as its Representative  
to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2015.

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

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

**PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_