



Regular City Council Meeting
August 27, 2019
6:00 p.m.



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, August 27, 2019, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS

- 3.1 Presentation of Texas Police Chiefs Association Foundation's Texas Law Enforcement Agency Best Practices Recognition to the Spring Valley Village Police Department. (Chief of Police Loyd Evans)

4. PUBLIC COMMENTS

At this time, any person with City-related business may speak to the Council. In compliance with the Texas Open Meetings Act, the City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

5. CONSENT AGENDA

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- 5.1 Minutes for City Council Meeting on July 23, 2019
- 5.2 Minutes for Special Called City Council Meeting on July 23, 2019
- 5.3 Approval of Pay Estimate No. 2 for Hilldale, Bade, and Cardwell Paving and Utility Improvements to Triple B Services, LLP in the Amount of \$122,768.86.
- 5.4 Approval of Pay Estimate No. 1 for Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of \$21,510.00.
- 5.5 Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING RESOLUTION NUMBER 17-017 AND ADOPTING A REVISED POLICY REGARDING APPOINTMENTS TO CITY BOARDS AND COMMISSIONS; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

- 5.6 Ordinance No. 2019-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE SCHEDULE OF CHARGES AND FEES FOR THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLES; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** July 2019 Police Department Staff Report (Chief Evans):
1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Number of K-9 Deployments
7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on July 24, 2019 and Any Special Meetings That May Have Occurred and Status of Village Fire Commission's Reinstatement of Bunker Hill Village as a Full Member of the Village Fire Department. (Council Member Carpenter / Mayor Ramsey)

NEW BUSINESS

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Appointments / Reappointments to Boards and Commissions:
- A. Planning & Zoning Commission
 - B. Board of Adjustment
9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A CONSENT TO ALLOW OLSON & OLSON, LL P TO ACT AS INTERMEDIARY IN A DISPUTE REGARDING THE FIRE DEPARTMENT ALONG BUNKER HILL VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONSENT; AND PROVIDING AN EFFECTIVE DATE.
10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A MUTUAL RELEASE AGREEMENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND, INDIVIDUALLY, EACH OF ITS MEMBER CITIES HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS (COLLECTIVELY REFERRED TO AS

“VFD”) AND THE CITY OF BUNKER HILL VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH MUTUAL RELEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AMENDMENT #5 TO THE VILLAGE FIRE DEPARTMENT INTERLOCAL COOPERATION AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE VILLAGE FIRE DEPARTMENT BOARD OF COMMISSIONERS TO EXECUTE AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Acceptance Of An Effective Tax Rate Of \$0.421384 Per \$100 Valuation And A Rollback Tax Rate Of \$0.440167 Per \$100 Valuation For The Fiscal Year Beginning October 1, 2019 And Ending September 30, 2020.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2019-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2019 APPRAISAL ROLL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposing A Tax Rate Of \$0.4250 Per \$100 Valuation For The Fiscal Year Beginning October 1, 2019, And Ending September 30, 2020; Scheduling The First Public Hearing On Proposed Tax Rate on September 12, 2019 at 6:00 pm; The Second Public Hearing On Proposed Tax Rate on September 17, 2019 at 6:00 pm; And The Adoption Of The Fiscal Year 2019-2020 Budget And Tax Rate For September 24, 2019 at 6:00 pm, With Such Meetings To Be Held At Spring Valley Village City Hall, Located At 1025 Campbell Road, Houston, Texas 77055.
16. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending June 30, 2019.
17. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
 1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project
 2. Status of Automated Meter Project

3. Status of New Production Well
 4. Status of Westview Drive Sidewalk Project
 5. Status of Phase II Park Renovations Landscape Improvements
 6. Status of I-10 and Campbell Road Development
 7. Status of Banking Services Request for Applications
18. **EXECUTIVE SESSION:** The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:
- 18.1 Section 551.071 – Consultation With Attorney Regarding Pending Or Contemplated Litigation Or A Matter In Which The Duty Of The City Attorney Requires To Be Discussed In Closed Meeting.
 - 18.2 Section 551.072. Deliberation Regarding Real Property: Discussion To Deliberate The Purchase, Exchange, Lease, Or Value Of Real Property If Deliberation In An Open Meeting Would Have A Detrimental Effect On The Position Of The Governmental Body In Negotiations With A Third Person.
19. **RECONVENE**
20. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.
21. **ADJOURNMENT**

Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

The City Council reserves the right to convene in executive session from time to time as deemed necessary during this meeting to discuss any of the matters listed in the agenda, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices) or 551.087 (Deliberations Regarding Economic Development Negotiations).

I certify that a copy of the August 27, 2019 agenda of items to be considered by City Council was posted on or before the 22nd day of August, 2019, at 10:00 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or Email secretary@springvalleytx.com for further information.

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JULY 23, 2019 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 6:02 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro Tem Allen Carpenter

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

Council Member Tom Donaho

Council Member Marcus Vajdos

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Loren Smith, City Attorney

Roxanne Benitez, City Secretary

Michelle Yi, City Treasurer (left at 6:51 p.m.)

Matthew Hitt, Assistant to the City Administrator

David Dixon, Police Commissioner (left at 6:51 p.m.)

Mark Schulze, Police Captain (left at 6:51 p.m.)

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

None.

5. CONSENT AGENDA

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

5.1 Minutes for City Council Meeting on June 25, 2019

5.2 Minutes for Special Called City Council Meeting on June 25, 2019

5.3 Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF JERSEY VILLAGE, TEXAS AND THE CITY OF SPRING VALLEY

VILLAGE, TEXAS FOR ADDITIONAL C LEVEL OPERATORS FOR WATER AND WASTEWATER SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

- 5.4 Resolution No. 19-XX - A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED INCREASE TO ITS ELECTRIC TRANSMISSION AND DISTRIBUTION RATES AND CHARGES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.
- 5.5 Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADMINISTRATIVE PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR PUBLIC WORKS DIRECTOR TRANSITIONING BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PUBLIC ADMIN CONSULTING, LLC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 5.6 Approval of Pay Estimate No. 1 for the Cedarbrake Drainage Improvements Project to H & N Contractor Management in the Amount of \$38,097.00.

Council Member Carpenter made a motion to approve all items on the Consent Agenda, and Council Member McCormack seconded the motion. Motion carried 3-0.

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: June 2019 Police Department Staff Report (Chief Evans):

Police Commissioner Dixon provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 1,241
2. Number of Traffic Violations – 798
3. Number of K-9 Deployments – 101

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on June 26, 2019 and Any Special Meetings That May Have Occurred and Status of Amendments to Interlocal Agreement of Village Fire Department to Provide Fire and EMS Services to Bunker Hill Village and Address Division of Assets in the Event a City Leaves the Village Fire Department. (Council Member Carpenter / Mayor Ramsey)

Mayor Pro Tem Carpenter advised that he and Mayor Muecke were working on the documentation to reinstate Bunker Hill Village into the Village Fire Commission, which would involve the following:

1. Extend services to Bunker Hill Village for a period of four (4) years;
2. Amend the Interlocal Agreement;
3. Receive a release from Bunker Hill Village that would not hold the Village Fire Commission liable;
4. The option of a new Interlocal Agreement to be entered into by all of the Memorial Villages at the end of Bunker Hill Village's four-year period, giving Bunker Hill the option of becoming a part of the Village Fire Commission.

Mayor Pro Tem Carpenter also advised that the Commission discussed the possibility of making health care available to retirees, at the expense of the retiree, and were currently researching that option. City Administrator Julie Robinson advised that, although it was too late in the year to implement for 2020, the Villages Mutual Insurance Group Board could discuss the option at the August meeting. Mayor Pro Tem Carpenter advised that they were working on the construction plans for the Village Fire Department remodeling project and looking into where employees will be housed during construction.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Impact of U. S. Army Corps of Engineers Approval Processes on Harris County Flood Control Regional Issues

Mayor Ramsey briefed the Council on his recent trip to Washington to represent small cities during which he had a discussion with Russell Poppe, the Executive Director for the Harris County Flood Control District. During their conversation, Mr. Poppe informed him that resiliency for Buffalo Bayou was under review, and Mayor Ramsey requested that the process be expedited. Mayor Ramsey also advised that there were four mitigation banks under review for approval and that the Houston Ship Channel needed to be widened and deepened to hold more water.

9. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND TRIPLE B SERVICES, LLC FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB# 2018-08-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. City Administrator Julie Robinson summarized the history of the issues on the Hilldale, Bade project, discussions and negotiations with Triple B Services, and advised that a mutual agreement was reached on July 3 which resulted in the execution of Change Order Number 1, and work commenced on July 8. Council Member Carpenter made a motion to approve Resolution Number 19-22, and Council Member McCormack seconded the motion. Motion carried 3-0.

NEW BUSINESS

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Award Of Competitive Sealed Bid Number #2019-06-104 For the Spring Valley Park Renovation

Phase II Landscape Improvements Project To Jerdon Enterprise in An Amount Not To Exceed \$340,369.39.

Council Member Dominy made a motion to award Bid Number CSB #2019-06-104 to Jerdon Enterprise for the Spring Valley Park Renovation Phase II Landscape Improvements Project in an amount not to exceed \$340,369.39, and Council Member McCormack seconded the motion. Motion carried 3-0.

- 11. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND JERDON ENTERPRISE FOR THE SPRING VALLEY VILLAGE PARK RENOVATION PHASE II LANDSCAPE IMPROVEMENTS PROJECT (COMPETITIVE SEALED BID #2019-06-104); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Council Member Dominy made a motion to approve Resolution Number 19-23, and Council Member Carpenter seconded the motion. Motion carried 3-0.

- 12. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Selection Committee Recommendations in Response to Request for Qualifications #2019-05-801 for Engineering and Surveying Services and Authorizing the City Administrator to Enter into Negotiations with Recommended Firms.

City Administrator Julie Robinson advised that a request for qualifications for engineering and surveying services was issued, and the City received 14 responses. Ms. Robinson also advised that the Selection Committee, made up of Mayor Ramsey, Council Member McCormack, Assistant to the City Administrator Matthew Hitt, former Director of Public Works Arthur Faiello, and herself, recommended the following firms:

1. Binkley & Barfield
2. Cobb Fendley & Associates
3. Gessner Engineering
4. IDS Engineering Group

Council Member Dominy made a motion to approve the Selection Committee's recommendations of Binkley & Barfield, Cobb Fendley & Associates, Gessner Engineering, and IDS Engineering Group and authorize the City Administrator to enter into negotiations with the recommended firms, and Council Member McCormack seconded the motion. Motion carried 3-0.

- 13. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Receipt of Report On The Village Fire Department FY 2018 Annual Audit And Approving The FY 2018 Intra-Budgetary Transfers Based On The FY 2018 Audit.

City Treasurer Michelle Yi advised that the audit had been completed with a surplus of \$130,829.00 which the Village Fire Department has requested to use for the purchase of dispatch software as well as assist in the funding of their building remodeling project.

Council Member Carpenter made a motion to approve the Village Fire Department FY 2018 Annual Audit and FY 2018 Intra-budgetary transfers based on the FY 2018 Audit, and Council Member Dominy seconded the motion. Motion carried 3-0.

- 14. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND CONSENTING TO THE VILLAGES FIRE COMMISSION RETAINING THE FISCAL YEAR 2018 BUDGET SURPLUS OF \$130,829.00 AND PLACING SAID SURPLUS IN THE FACILITY FUND FOR USE IN THE ADDITIONAL MAINTENANCE, ALTERATION, REMODEL, RECONSTRUCTION AND OTHER IMPROVEMENTS TO THE PREMISES AND TO MODERNIZE THE FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Council Member Carpenter made a motion to approve Resolution Number 19-24, and Council Member McCormack seconded the motion. Motion carried 3-0.

- 15. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND CONSENTING TO AN EXPENDITURE BY THE VILLAGE FIRE COMMISSION FROM SURPLUS OF FY 2018 FOR THE PURCHASE OF A NEW DISPATCH AND RECORDS MANAGEMENT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO BE INCLUDED AS A BUDGET AMENDMENT FOR FISCAL YEAR 2019; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Council Member Carpenter made a motion to approve Resolution Number 19-25, and Council Member McCormack seconded the motion. Motion carried 3-0.

- 16. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed FY 2020 Village Fire Department Budget In The Amount Of \$6,525,470.00 With The City Of Spring Valley Village's Annual Assessment Being \$1,060,388.88 (16.25%).

Council Member Dominy made a motion to approve the FY 2020 Village Fire Department Budget, in the amount of \$6,525,470.00, with the City Of Spring Valley Village's annual assessment being \$1,060,388.88 (16.25%), and Council Member McCormack seconded the motion. Motion carried 3-0.

- 17. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:

1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project

City Administrator Julie Robinson provided an update for the Council and advised that Triple B Services returned to the job site and that work was in progress.

2. Status of Automated Meter Project

Assistant to the City Administrator Matthew Hitt advised that the Project was still in progress, and 992 of the total 2,305 meters had been installed to date. Mr. Hitt also advised that more installers would be on site, so that the project could be completed by the end of August.

3. Status of New Production Well

City Administrator Julie Robinson advised that the project was progressing well and the City has only received a few complaints regarding the construction noise.

4. Status of Westview Drive Sidewalk Project

City Administrator Julie Robinson advised that the project would commence that week and hoped to complete the project by the first day of school, August 15, or as soon thereafter as possible.

5. Status of I-10 and Campbell Road Development

City Administrator Julie Robinson advised that she remains in contact with Richard Barbles with Stream Realty concerning the possible new tenants. Ms. Robinson also advised that a deadline would be given to Stream Realty for their groundbreaking.

6. Status of Search for New Public Works Director

City Administrator Julie Robinson advised that Arthur Faiello's last day was July 19, and the City had received several applications. Ms. Robinson also advised that interviews would be held after the position closed on August 2.

18. EXECUTIVE SESSION: The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:

18.1 Section 551.071 – Consultation With Attorney Regarding Pending Or Contemplated Litigation Or A Matter In Which The Duty Of The City Attorney Requires To Be Discussed In Closed Meeting.

18.2 Section 551.072. Deliberation Regarding Real Property: Discussion To Deliberate The Purchase, Exchange, Lease, Or Value Of Real Property If Deliberation In An Open Meeting Would Have A Detrimental Effect On The Position Of The Governmental Body In Negotiations With A Third Person.

Council adjourned into the Executive Session at 6:51 p.m.

19. RECONVENE

The City Council meeting reconvened at 7:22 p.m.

20. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Matters Discussed in Executive Session.

No action was taken.

21. ADJOURNMENT

Mayor Ramsey adjourned the meeting without objection at 7:23 p.m.

Signed: _____

Tom S. Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JULY 23, 2019 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 5:05 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro-Tem Allen Carpenter

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

Council Member Tom Donaho

Council Member Marcus Vajdos

2. PRESENTATION, DISCUSSION, AND DIRECTION CONCERNING: Draft Budget for Fiscal Year 2019-2020.

City Administrator Julie Robinson advised the Council that each of the budget policy assumptions that were approved by the Council during the June 25, 2019 Budget Workshop had been incorporated into the Draft Budget for Fiscal Year 2019-2020 that was submitted for consideration and provided an overview of the Draft Budget. The Draft Budget has been developed using a property tax rate of \$0.4250 – which is a ½ cent reduction from last year's property tax rate of \$.4300.

There was discussion concerning the Draft Budget, the historical appraised values and property tax rates, the breakdown of taxes that was developed for a sample residential property in the City, the future impact of Senate Bill 2 on the City's property tax rate, and any items in the Draft Budget on which the Council had questions. Following the discussion, it was the consensus of the Council that the proposed tax rate of \$.4250 and the Draft Budget as presented were acceptable and that no changes to the Draft Budget were needed. It was also the consensus of the Council that there was no need for the Budget Workshop scheduled for August 20, 2019, and therefore it was canceled. Ms. Robinson advised that the next Budget Workshop is scheduled for August 27, 2019 at 5:00 pm.

3. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 5:44 p.m., and Council Member McCormack seconded the motion. Motion carried 3-0.

Signed: _____
Tom S. Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Approval of Pay Estimate No. 2 for Hildale, Bade, and Cardwell Paving and Utility Improvements to Triple B Services, LLP in the Amount of \$122,768.86.
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BACKGROUND:	This is the second pay estimate to be submitted by Triple B Services, LLP for the Hildale, Bade, and Cardwell Paving and Utility Improvement Project for work that was completed on the Project in July of 2019.
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RECOMMENDATION:	Binkley & Barfield, Inc. has reviewed the pay estimate and recommends approval.
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ATTACHMENTS:	• Pay Estimate No. 2 Submitted By Triple B Services, LLP
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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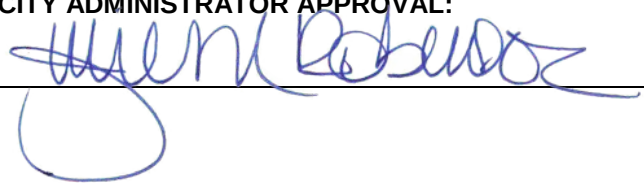
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Roxanne Benitez, City Secretary

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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August 7, 2019

Ms. Roxanne Benitez, TRMC, CCC II
City Secretary
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

RE: Pay Estimate No. 2
18-08021: Hilldale, Bade, and Cardwell Paving and Utility Improvements
BBI Job No. 170000241

Dear Ms. Benitez:

Enclosed please find one copy of the following items for the above referenced project:

1. Triple B Services, L.L.P. – Pay Estimate No. 2

The amount of Pay Estimate No. 2 is \$122,768.86.

61.28% Construction Time Expended

33.52% Construction Cost Expended

Binkley & Barfield, Inc. has reviewed this application and recommends payment of the said amount.

We appreciate the opportunity to be of service. If you have any questions, or require additional information, please call me at (713) 869-3433.

Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers

Tommy V. Cromer

Tommy V. Cromer, P.E.
Senior Project Manager - Public Infrastructure

CC:
G:\170000241_Spring Valley_Hilldale-Bade\4.00_Construction\Pay Estimate\Pay Estimate No. 1.docx



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP " EXCAVATION " PAVING " UTILITIES

LETTER OF TRANSMITTAL

August 7, 2019

City of Spring Valley Village c/o Binkley & Barfield,
Inc. & PSI
Attn: Tommy V. Cromer
1710 Seamist Dr
Houston, TX 77008

RE: 18-08021, Hilldale, Bade & Cardwell Paving and Utility Improvements

Liberty Mutual Surety 022-221-681

We are emailing and sending you:

tvc@binkleybarfield.com

SAAlbert@binkleybarfield.com

DAH@binkleybarfield.com

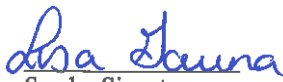
GOPSI99@AOL.com

Copies	Description
	Pay Estimate No. 2 Documents
1	▶ Cover Letter
2	▶ Estimate & Certification for Payment
2	▶ Pay Application No. 2
2	▶ Conditional Waiver and Release on Progress Payment
2	▶ Affidavit of Bills Paid

These are TRANSMITTED for payment.

Remarks: Please process and forward your Recommendation for Payment to me at your earliest opportunity.

Thank you, we appreciate your business!


Sender Signature

Receiver Signature

Date Received



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP

==

EXCAVATION

==

PAVING

==

UTILITIES

August 7, 2019

City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
Attn: Tommy V. Cromer
1710 Seamist Dr
Houston, TX 77008

RE: 18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

Liberty Mutual Surety 022-221-681

Dear Sir/Madam:

Enclosed, please find Triple B's Pay Estimate No. 2 documents payable in the amount of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY-EIGHT and 86/100 DOLLARS (\$122,768.86). Enclosures include Estimate & Certification for Payment, Pay Application No. 2, Conditional Waiver and Release on Progress Payment and Affidavit of Bills Paid, in duplicate.

Should you have questions or comments please contact me, otherwise, I will anticipate receipt of your Recommendation for Payment and Payment for the estimate as submitted.

Best regards,

Lisa Gauna
Project Administrator

820 Old Atascocita Road • Huffman • Texas • 77336



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP ** EXCAVATION ** PAVING ** UTILITIES

ESTIMATE AND CERTIFICATION FOR PAYMENT

Project: 18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

Liberty Mutual Surety 022-221-681

City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
Attn: Tommy V. Cromer
1710 Seamist Dr
Houston, TX 77008

Please Remit Payment To
Triple B Services, LLP
820 Old Atascocita Road
Huffman, Texas 77336

Estimate Number: 2
Invoice Number: 18-0802102
Estimate Cutoff Date: 07/31/2019
Date of Estimate: 07/31/2019

Contract Date: 02/08/2019
NTP Date: 02/25/2019
Original Contract Time: 60/266 Cal Days
Time Extension Requests: 4 Cal Days

A. Contract Amount to Date:

1. Contract Price:		\$1,673,381.42
2. Approved Change Orders:	- \$58,573.14	
	\$ 0.00	
Total Change to Date:		\$ 0.00
	<u>Total Contract Amount:</u>	\$1,614,808.28

B. Earnings to Date:

1. Previous Work Completed:		\$404,867.50
2. Work Completed This Period		\$136,409.84
3a. Materials Stored on Site	\$ 0.00	
3b. Materials Installed To Date	\$ 0.00	
3c. Total Materials Remaining on Site		\$ 0.00
	<u>Total Earnings:</u>	\$541,277.34

C. Reductions:

1. Retainage:	10.00% of \$541,277.34	\$54,127.73
	Total Payment Due:	\$487,149.61
	Less Previous Billings:	\$364,380.75
	<u>Total Amount Due This Estimate:</u>	\$122,768.86

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

Prepared by:

Donna M. Burke

Donna M. Burke - Senior Project Administrator

Date: August 7, 2019

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by:

Project Representative:

Date:

Approved by:

Engineer: *Engineer's Project Na*

Date:

Pay Estimate **18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements**

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seamist Dr
Houston, TX 77008

Date: 07/31/19 Application #: 2
Invoice Due Date: 08/30/19

Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Total												
Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed And Stored To Date	%	Material On-
01	Mobilization - Fixed	L.S.	1.00	75,000.00	0.00	75,000.00	0.00	1.00	75,000.00	75,000.00	100.00%	0.00
02	Furnish Performance and Payment Bonds and Insurance	L.S.	1.00	20,000.00	0.00	20,000.00	0.00	1.00	20,000.00	20,000.00	100.00%	0.00
03	Furnish And Install Barricades, Traffic Control Signs And Traffic Handling, In Accordance With The Plans And Specifications	L.S.	0.70	12,250.00	0.15	17,500.00	2,625.00	0.45	5,250.00	7,875.00	45.00%	0.00
04	Photographing and Videotaping of Project Limits prior to Construction, Complete-In-Place, In Accordance with the Plans and Specifications	L.S.	1.00	3,300.00	0.00	3,300.00	0.00	1.00	3,300.00	3,300.00	100.00%	0.00
05	Furnish and Install Sodding, Complete-In-Place, In Accordance with the Plans and Specifications	SY	3,016.00	13,572.00	0.00	4.50	0.00	0.00	0.00	0.00	0.00%	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.00	1,500.00	2.00	750.00	1,500.00	2.00	0.00	1,500.00	100.00%	0.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Pavers, Mailboxes, Etc., In Accordance With Plans And Specifications	L.S.	0.70	28,000.00	0.15	40,000.00	6,000.00	0.45	12,000.00	18,000.00	45.00%	0.00
08	Remove Tree 0 To 11.99"	EA	4.00	2,000.00	0.00	500.00	0.00	4.00	2,000.00	2,000.00	100.00%	0.00
09	Remove Tree 12 To 29.99"	EA	4.00	4,000.00	0.00	1,000.00	0.00	4.00	4,000.00	4,000.00	100.00%	0.00
10	Clearance Prune Tree	EA	57.00	7,125.00	0.00	125.00	0.00	57.00	7,125.00	7,125.00	100.00%	0.00
11	Install Tree Protection Fence (Up To 5,000 L.F.)	L.F.	3,000.00	13,500.00	0.00	4.50	0.00	3,000.00	13,500.00	13,500.00	100.00%	0.00
12	Install Root Pruning Trench	L.F.	1,105.00	8,177.00	0.00	7.40	0.00	1,105.00	8,177.00	8,177.00	100.00%	0.00
13	Install Zero Curb Curbback	L.F.	92.00	1,150.00	0.00	12.50	0.00	0.00	0.00	0.00	0.00%	0.00
14	Urban Forestry Monitoring	HRS	7.00	1,225.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00%	0.00
15	Furnish Flaggers, In Accordance With Plans And Specs.	L.S.	0.70	12,950.00	0.15	18,500.00	2,775.00	0.45	5,550.00	8,325.00	45.00%	0.00

Pay Estimate

18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seamlst Dr
Houston, TX 77008

Date: 07/31/19 Application #: 2
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Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Total Completed And Stored			Material On-
									Amount Previous	To Date	%	
16	Remove And Dispose Of Old Concrete Pavement (All Depths), Complete-in-Place, In Accordance With The Plans And Specifications	SY	4,440.00	13,986.00	1,000.00	3.15	3,150.00	1,000.00	0.00	3,150.00	22.52%	0.00
17	Remove And Dispose Of Old Concrete Driveways (All Depths), Complete-in-Place, In Accordance With The Plans And Specifications	SY	1,070.00	4,280.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00%	0.00
18	Removal Of Concrete Sidewalks, Complete In Place, In Accordance With The Plans And Specifications	SY	30.00	750.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00%	0.00
19	Remove And Dispose Of Old Concrete Curb Or Curb And Gutter, Complete-in-Place, In Accordance With The Plans And Specifications	LF	250.00	575.00	100.00	2.30	230.00	100.00	0.00	230.00	40.00%	0.00
20	Roadway Excavation including Striping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815.00	31,668.75	710.00	11.25	7,987.50	710.00	0.00	7,987.50	25.22%	0.00
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.00	2,208.75	0.00	4.75	0.00	0.00	0.00	0.00	0.00%	0.00
22	Furnish And Install Temporary HMA/C (3-inch Black Base Detour Pavement, In Accordance With The Plans And Specs.	TON	0.00	0.00	0.00	165.00	0.00	0.00	0.00	0.00	0.00%	0.00
23	Adjust Existing Manhole To New Grade, Complete-in-Place, In Accordance With The Plans And Specifications	EA	7.00	1,400.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00%	0.00
24	Adjust Existing Valve Box To Finished Grade, Complete-in-Place, In Accordance With The Plans And Specifications	EA	5.00	475.00	0.00	95.00	0.00	0.00	0.00	0.00	0.00%	0.00
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,330.00	192,685.00	0.00	44.50	0.00	0.00	0.00	0.00	0.00%	0.00
26	Furnish And Install 9" Fast Track Reinforced Concrete Pavement At 110 Frontage Road	SY	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00%	0.00

Pay Estimate

18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seamist Dr
Houston, TX 77008

Date: 07/31/19 **Application #:** 2
Invoice Due Date: 08/30/19

Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date		Material On-
											%	
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875.00	90,937.50	0.00	48.50	0.00	0.00	0.00	0.00	0.00%	0.00
28	Prepare And Compact 6" Stabilized Subgrade, Complete-in-Place, In Accordance With The Plans And Specifications	SY	5,734.00	33,085.50	0.00	5.75	0.00	0.00	0.00	0.00	0.00%	0.00
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52.00	4,160.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00%	0.00
30	Furnish Lime (3% by Dry Weight), Complete- in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22.00	3,850.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00%	0.00
31	Furnish Lime (6% by Dry Weight), Complete- in-Place, In Accordance with the Plans and Specifications (Bade Street)	TON	53.00	9,275.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00%	0.00
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822.00	7,398.00	0.00	9.00	0.00	0.00	0.00	0.00	0.00%	0.00
33	Furnish, and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	813.00	69,105.00	0.00	85.00	0.00	0.00	0.00	0.00	0.00%	0.00
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	29.00	5,800.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00%	0.00
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31.00	4,650.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00%	0.00

Pay Estimate **18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements**

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To:
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Houston, TX 77008

Date: 07/31/19 Application #: 2
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Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Total												
Item	Description	U/M	Contract		Quantity	Unit	Amount	Quantity	Completed		Material	
			Quantity	Amount	This Period		This Period	JTD	Amount And Stored To Date	%		On-
36	Furnish and Install Laydown Reinforced Concrete Curb, including Mitering Yard Drains, Complete-in-Place, In Accordance with the Plans and Specifications	LF	3,089.00	11,583.75	0.00	3.75	0.00	0.00	0.00	0.00%	0.00	
37	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	617.00	9,255.00	250.00	15.00	3,750.00	250.00	0.00	3,750.00	40.52%	0.00
38	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	330.00	5,280.00	200.00	16.00	3,200.00	200.00	0.00	3,200.00	31.25%	0.00
39	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	5.00	3,000.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00%	0.00
40	Remove And Dispose Of Existing Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.00	330.00	0.00	330.00	0.00	0.00	0.00	0.00	0.00%	0.00
41	Furnish And Install 24" Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.00	1,500.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00%	0.00
42	Furnish and Install 18"x11" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.00	2,600.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00%	0.00
43	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.00	1,690.00	0.00	65.00	0.00	0.00	0.00	0.00	0.00%	0.00
44	Furnish and Install 22"x14" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	370.00	38,850.00	0.00	105.00	0.00	0.00	0.00	0.00	0.00%	0.00
45	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	670.00	53,600.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00%	0.00

Pay Estimate

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To:
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Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

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									Amount Previous	To Date	%	
46	Furnish and Install 5'x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	534.60	160,380.00	212.00	300.00	63,600.00	212.00	0.00	63,600.00	34.75%	0.00
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	6,300.00	0.00	3,150.00	0.00	0.00	0.00	0.00	0.00%	0.00
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10.00	35,000.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00%	0.00
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	10,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00%	0.00
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	11.00	39,600.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00%	0.00
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	47,000.00	0.00	11,750.00	0.00	0.00	0.00	0.00	0.00%	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,522.00	15.22	212.00	0.01	2.12	212.00	0.00	2.12	8.49%	0.00
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1.00	1,185.00	0.15	1,185.00	177.75	0.45	355.50	533.25	45.00%	0.00
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance With The Plans And Specifications	EA	13.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00%	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40.00	56.00	0.00	1.40	0.00	0.00	0.00	0.00	0.00%	0.00
56	Portable Concrete Truck Washout Structures	LS	2.00	830.00	2.00	415.00	830.00	2.00	0.00	830.00	100.00%	0.00

Pay Estimate

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									Completed	And Stored	%	
46	Furnish and Install 5'x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	526.00	386.00	212.00	300.00	63,600.00	212.00	0.00	63,600.00	34.75%	0.00
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	6,300.00	0.00	3,150.00	0.00	0.00	0.00	0.00	0.00%	0.00
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10.00	35,000.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00%	0.00
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	10,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00%	0.00
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	11.00	39,600.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00%	0.00
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	47,000.00	0.00	11,750.00	0.00	0.00	0.00	0.00	0.00%	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,572.00	15.22	212.00	0.01	2.12	212.00	0.00	2.12	8.49%	0.00
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1.00	1,185.00	0.15	1,185.00	177.75	0.45	355.50	533.25	45.00%	0.00
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance With The Plans And Specifications	EA	13.00	1,560.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00%	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40.00	56.00	0.00	1.40	0.00	0.00	0.00	0.00	0.00%	0.00
56	Portable Concrete Truck Washout Structures	LS	2.00	830.00	2.00	415.00	830.00	2.00	0.00	830.00	100.00%	0.00

Pay Estimate

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								Quantity JTD	Amount Previous			
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.00	19,035.00	0.00	81.00	0.00	235.00	19,035.00	19,035.00	100.00%	0.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.00	105,675.00	0.00	75.00	0.00	1,409.00	105,675.00	105,675.00	100.00%	0.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 JBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	2,445.00	0.00	815.00	0.00	3.00	2,445.00	2,445.00	100.00%	0.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C509 JBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	9,600.00	0.00	1,200.00	0.00	8.00	9,600.00	9,600.00	100.00%	0.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	600.00	0.00	150.00	0.00	4.00	600.00	600.00	100.00%	0.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	8,490.00	0.00	4,245.00	0.00	2.00	8,490.00	8,490.00	100.00%	0.00
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6.00	2,250.00	0.00	375.00	0.00	6.00	2,250.00	2,250.00	100.00%	0.00

Pay Estimate

18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seasmist Dr
Houston, TX 77008

Date: 07/31/19 Application #: 2
Invoice Due Date: 08/30/19

Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Item	Description	U/M	Total									
			Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed And Stored To Date	%	Material On-
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	400.00	0.00	400.00	0.00	1.00	400.00	400.00	100.00%	0.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	330.00	0.00	165.00	0.00	2.00	330.00	330.00	100.00%	0.00
66	Relocate Fire Hydrant, Complete In Place In Accordance With The Plans And Specs.	EA	2.00	1,260.00	0.00	630.00	0.00	2.00	1,260.00	1,260.00	100.00%	0.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	3,580.00	0.00	3,580.00	0.00	1.00	3,580.00	3,580.00	100.00%	0.00
68	Adjust Valve Boxes To Finish Grade, Complete In Place, In Accordance With The Plans And Specs	EA	3.00	315.00	0.00	105.00	0.00	0.00	0.00	0.00	0.00%	0.00
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33.00	22,275.00	0.00	675.00	0.00	33.00	22,275.00	22,275.00	100.00%	0.00
70	Furnish and Install 1" Single Short Service Replacement Inlet, Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	30.00	10,500.00	0.00	350.00	0.00	30.00	10,500.00	10,500.00	200.00%	0.00
71	Furnish and Install 1" Single Long Service Replacement Inlet, Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	28.00	38,220.00	0.00	1,365.00	0.00	28.00	38,220.00	38,220.00	200.00%	0.00
72	Remove and Dispose of 8" Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	2,618.00	0.00	15.40	0.00	0.00	0.00	0.00	0.00%	0.00
73	Furnish and Install 8" Sanitary Sewer, All Depths, Open-Cut Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	7,097.50	0.00	41.75	0.00	0.00	0.00	0.00	0.00%	0.00

Pay Estimate **18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements**

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seasmist Dr
Houston, TX 77008

Date: 07/31/19 Application #: 2
Invoice Due Date: 08/30/19

Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date		Material On-
											%	
74	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	2,010.00	0.00	670.00	0.00	0.00	0.00	0.00	0.00%	0.00
75	Furnish and Install Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	8,820.00	0.00	2,940.00	0.00	0.00	0.00	0.00	0.00%	0.00
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.00	4,060.00	0.00	140.00	0.00	0.00	0.00	0.00	0.00%	0.00
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	4,480.00	0.00	560.00	0.00	0.00	0.00	0.00	0.00%	0.00
78	Service Reconnection with or without Stack by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.00	8,990.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00%	0.00
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	L.S.	1.00	6,515.00	0.00	6,515.00	0.00	0.00	0.00	0.00	0.00%	0.00
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	1.70	0.00	0.01	0.00	0.00	0.00	0.00	0.00%	0.00
81	Off Duty Uniformed Police Officer As Directed By The Owner's Representative	HRS	200.00	10,660.00	0.00	53.30	0.00	0.00	0.00	0.00	0.00%	0.00
82	Pot Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications	EA	5.00	2,950.00	0.00	590.00	0.00	5.00	2,950.00	2,950.00	100.00%	0.00

Pay Estimate **18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements**

From:
Triple B Services, LLP
820 Old Atascocita Road Huffman, TX 77336
Invoice: 18-0802102

To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village 1710 Seamiest Dr
Houston, TX 77008

Date: 07/31/19 Application #: 2
Invoice Due Date: 08/30/19

Contract: 18-08021. Hilldale, Bade & Cardwell Paving and Utility
Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed		Material On-
										And Stored	%	
83	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910.00	25,935.00	0.00	28.50	0.00	0.00	0.00	0.00	0.00%	0.00
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1.00	2,370.00	0.00	2,370.00	0.00	0.00	0.00	0.00	0.00%	0.00
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.00	2,370.00	0.00	11.85	0.00	0.00	0.00	0.00	0.00%	0.00
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.00	3,550.00	0.00	17.75	0.00	0.00	0.00	0.00	0.00%	0.00
87	Furnish Construction Materials Testing, In Accordance With The Plans And Specifications - Fixed	L.S.	1.00	70,000.00	0.15	70,000.00	10,500.00	0.45	21,000.00	31,500.00	45.00%	0.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	L.S.	1.00	20,682.00	0.00	20,682.00	0.00	0.00	0.00	0.00	0.00%	0.00
1001	Mobilization and Demobilization To Job Site for Utility Crew	L.S.	1.00	3,600.00	1.00	3,600.00	3,600.00	1.00	0.00	3,600.00	100.00%	0.00
1002	Additional Cost For Exploration Work (Utility Locates)	EA	10.00	5,900.00	10.00	590.00	5,900.00	10.00	0.00	5,900.00	100.00%	0.00
1003	Building Of New Survey Model	L.S.	1.00	1,840.00	1.00	1,840.00	1,840.00	1.00	0.00	1,840.00	100.00%	0.00
1005	Temporary 2-inch Thick Type D HMA/C Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.66	51,660.19	500.00	27.44	13,720.00	500.00	0.00	13,720.00	26.56%	0.00
1006	Install 1 1/2" Water Service Line	EA	1.00	2,245.08	1.00	2,245.08	2,245.08	1.00	0.00	2,245.08	100.00%	0.00
1007	Remove Temporary Detour and Dispose of Off Site	SY	1,882.66	13,950.51	0.00	7.41	0.00	0.00	0.00	0.00	0.00%	0.00
1008	Traffic Control and Barricades During 45 Day Suspension	MOS	1.50	2,777.39	1.50	1,851.59	2,777.39	1.50	0.00	2,777.39	100.00%	0.00

18-08021. Hilldale, Bade & Cardwell Paving and Utility Improvements

Improvements

31

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

18-08021. Hildale, Bade & Cardwell Paving and Utility Improvements

Liberty Mutual Surety 022-221-681

On receipt by the signer of this document of a check from **City of Spring Valley Village** in the sum of ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY-EIGHT and 86/100 DOLLARS (\$122,768.86), to **Triple B Services, LLP** and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property to the following extent: **Hildale, Bade & Cardwell Paving and Utility Improvements**.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Spring Valley c/o [person with whom signer contracted] as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

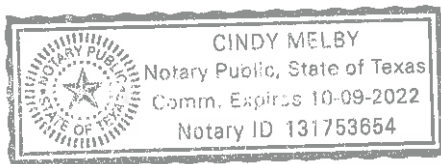
Date: August 7, 2019

Triple B Services, LLP

Donna M. Burke
By: _____
Sr. Project Administrator

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared **Donna Burke**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Cindy Melby
Name: Cindy Melby
Notary Public, State of Texas
My commission expires: October 9, 2022

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

Donna M. Burke being first duly sworn states that she is the **Sr. Project Administrator** of **Triple B Services, LLP** of **Harris County** of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished labor for **City of Spring Valley Village** hereinafter called "Owner" pursuant to a contract, dated **02/08/2019** with Owner (hereinafter called "CONTRACT") for the construction of:

18-08021. Hildale, Bade & Cardwell Paving and Utility Improvements

Liberty Mutual Surety 022-221-681

That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments for the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

Date: August 7, 2019

Triple B Services, LLP

Donna M. Burke

By: _____

Sr. Project Administrator

STATE OF TEXAS

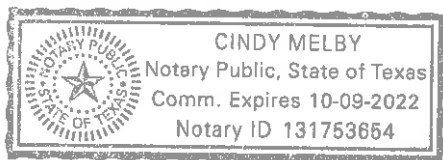
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§

COUNTY OF HARRIS

§

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared **Donna Burke**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Cindy Melby

Name: Cindy Melby

Notary Public, State of Texas

My commission expires: October 9, 2022

CHANGE ORDER NO. 1

Project: Hilldale-Bade
Paving and Utility Improvements Project
Date: July 2, 2019

Owner: City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
Engineer: Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, Texas 77008

Contractor: Triple B Services, LLP
Engineer of Record: Steven F. Albert, P.E.

You are directed to make the following changes in the Contract Documents.

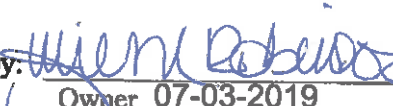
Description: Provide work items for the reconstruction of Hilldale-Bade

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price <u>\$1,673,381.42</u>	Original Contract Time <u>210</u> Calendar Days
Previous Change Orders No. <u>\$0.00</u>	Net Change from Previous Change Orders <u>-0-</u> Calendar Days
Contract Price Prior to this Change Order <u>\$1,673,381.42</u>	Contract Time Prior to this Change Order <u>-0-</u> Calendar Days
Net Increase (Decrease) of this Change Order <u>-\$58,573.14</u>	Net Increase (Decrease) of this Change Order <u>-56-</u> Calendar Days
Contract Price with all approved Change Orders (Including this Change Order) <u>\$1,614,808.28</u>	Proposed Contract Time with all approved Change Orders (Including this Change Order) <u>266</u> Calendar Days

RECOMMENDED:
Binkley & Barfield, Inc.

by: 
Engineer

APPROVED:
City of Spring Valley Village

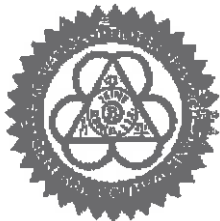
by: 
Owner 07-03-2019

APPROVED:
Triple B Services, LLP

by: 
Contractor

Attachments:

1. Triple B Change Order Request Markup
2. Adjusted Contact Value (10 pages)



Triple B Services, L.L.P.

MARKUPS BY BINKLEY &
BARFIELD PER AGREEMENT
WITH TRIPLE B - VALUES ARE
ESTIMATED PENDING
RECEIPT OF INVOICES AND
QUANTITY MEASUREMENTS

EXCAVATION *** PAVING *** UTILITIES *** GENERAL CONTRACTING

To:	City of Spring Valley	Contact:	
Address:	1025 Campbell Rd	Phone:	713-465-8308
	Houston, TX 77055	Fax:	713-461-7969
Project Name:	18-08021 Hilldale, Bade And Caldwell Paving CO 1	Bid Number:	
Project Location:		Bid Date:	5/29/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1001	Mobilization And Demobilization To Job Site For Utility Crew	1.00	LS	3,600.00 \$17,000.00	3,600.00 \$17,000.00
1002	Additional Cost For Exploration Work (Utility Locates)	10.00	EACH	\$590.00	\$5,900.00
1003	Building Of New Survey Model	1.00	LS	1,840.00 \$2,500.32	1,840.00 \$2,500.32
1004	Stand By Time For Utility Crews To Include Cost Of Moving Around To Find Places To Work And Slower Production Cost Due To Trying To Locate Areas To Work And Not Have Obstacles In The Way	0.00	DY	\$7,203.46	\$50,347.68
1005	Temporary 2-Inch Thick Type D HMA Widening For Detour Traffic Along Edge Of Pavement Includes Prep Subgrade And Build Subgrade	1,882.66	SY	\$27.44	\$51,660.19
1006	Install 1 1/2" Water Meter SERVICE LINE	1.00	EACH	\$2,245.08	\$2,245.08
1007	Remove Temporary Detour And Dispose Of Off Site	1,882.66	SY	\$7.41	\$13,950.51
1008	Traffic Control And Barricades During 45 Day Suspension	1.50	MO	\$1,851.59	\$2,777.39
1009	5' X 3' RCB Box Deleted From Job But Was Already Approved And Manufactured By Forterra Pipe & Precast	75.40	LF	193.60 \$228.41	14,597.44 \$17,976.11
Total Price for above Items:					96,570.61.00 \$172,357.28

NOTE: CONTRACTOR TO BE ON SITE NO LATER THAN JULY 10, 2019 OR
THE FIRST NON-WEATHER EVENT DAY AFTER JULY 10.

ESTIMATED
Total Bid Price: 96,570.61.00 ~~\$172,357.28~~

Payment Terms:

Triple B is owed an additional 45 Calendar Days for the suspension of work between 05-01-19 thru ~~06-15-19~~ 6-26-19
Deletion of Storm Sewer work on Adkins St. will just be an underrun on the bid quantity
9" Concrete Paving on I 10 Frontage Road will be a no bill item on the original bid due to Storm Sewer being removed from contract
5' x 3' RCB on Change Order Is for the RCB that was approved and made and then deleted from job before it was shipped
Original Contract Item 22 Temporary HMA 3-inch Black Base Detour Pavement will not be used and therefore Owner will not be billed for this
\$10,560.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and
are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Triple B Services, L.L.P.

Authorized Signature: _____

Estimator: Larry Garland

281-764-5827 Larry.Garland@triplebservices.com

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
GENERAL & SITE ITEMS												
1	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00		1	\$75,000.00	\$ 75,000.00	1	\$75,000.00	\$ 75,000.00
2	Furnish Performance and Payment Bonds and Insurance	LS	1	\$ 20,000.00	\$ 20,000.00		1	\$20,000.00	\$ 20,000.00	1	\$ 20,000.00	\$ 20,000.00
3	Furnish and Install Barricades, Traffic Control Signs and Traffic Handling, In Accordance with the Plans and Specifications	LS	1	\$ 17,500.00	\$ 17,500.00	-0.3	0.7	\$17,500.00	\$ 12,250.00	0.3	\$ 17,500.00	\$ 5,250.00
4	Photographing and Videotaping of Project Limits prior to Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$ 3,300.00	\$ 3,300.00		1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	\$ 3,300.00
5	Furnish and Install Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	3,488	\$ 4.50	\$ 15,696.00	-472	3,016	\$ 4.50	\$ 13,572.00	0	\$ 4.50	\$ -
6	Furnish and Install Project Identification Sign, In Accordance with Plans and Specifications	EA	2	\$ 750.00	\$ 1,500.00		2	\$ 750.00	\$ 1,500.00	0	\$ 750.00	\$ -
7	Site Landscaping Including Replacement of Street Signs, Irrigation Systems, Pavers, Mailboxes, etc., In Accordance with Plans and Specifications	LS	1	\$ 40,000.00	\$ 40,000.00	-0.3	0.7	\$40,000.00	\$ 28,000.00	0.3	\$ 40,000.00	\$ 12,000.00
8	Remove tree 0 to 11.99"	EA	4	\$ 500.00	\$ 2,000.00		4	\$ 500.00	\$ 2,000.00	4	\$ 500.00	\$ 2,000.00
9	Remove tree 12 to 29.99"	EA	4	\$ 1,000.00	\$ 4,000.00		4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,000.00	\$ 4,000.00
10	Clearance prune tree	EA	57	\$ 125.00	\$ 7,125.00		57	\$ 125.00	\$ 7,125.00	57	\$ 125.00	\$ 7,125.00
11	Install Tree Protection fence (up to 5,000 LF)	LF	3,000	\$ 4.50	\$ 13,500.00		3,000	\$ 4.50	\$ 13,500.00	3,000	\$ 4.50	\$ 13,500.00
12	Install Root Pruning Trench	LF	1,105	\$ 7.40	\$ 8,177.00		1,105	\$ 7.40	\$ 8,177.00	1,105	\$ 7.40	\$ 8,177.00
13	Install Zero Curb Cutback	LF	92	\$ 12.50	\$ 1,150.00		92	\$ 12.50	\$ 1,150.00	0	\$ 12.50	\$ -
14	Urban Forestry Monitoring	HR	7	\$ 175.00	\$ 1,225.00		7	\$ 175.00	\$ 1,225.00	0	\$ 175.00	\$ -
15	Furnish Flaggers, In Accordance with Plans and Specifications	LS	1	\$ 18,500.00	\$ 18,500.00	-0.3	0.7	\$18,500.00	\$ 12,950.00	0.3	\$ 18,500.00	\$ 5,550.00
Sub Total General & Site Items				\$ 228,673.00			\$ 203,749.00		\$ 155,902.00			

Note: Except for Items No. 46, 70, and 71 the "Quantity Changes" reflect the deletion of work along Adkins.

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
PAVING ITEMS												
16	Remove and Dispose of Old Concrete Pavement (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,440	\$ 3.15	\$ 13,986.00		4,440	\$ 3.15	\$ 13,986.00	0	\$ 3.15	\$ -
17	Remove and Dispose of Old Concrete Driveways (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	1,070	\$ 4.00	\$ 4,280.00		1,070	\$ 4.00	\$ 4,280.00	0	\$ 4.00	\$ -
18	Removal of Concrete Sidewalks, Complete in Place, In Accordance with the Plans and Specifications	SY	30	\$ 25.00	\$ 750.00		30	\$ 25.00	\$ 750.00	0	\$ 25.00	\$ -
19	Remove and Dispose of Old Concrete Curb or Curb and Gutter, Complete-in-Place, In Accordance with the Plans and Specifications	LF	250	\$ 2.30	\$ 575.00		250	\$ 2.30	\$ 575.00	0	\$ 2.30	\$ -
20	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815	\$ 11.25	\$ 31,668.75		2,815	\$ 11.25	\$ 31,668.75	0	\$ 11.25	\$ -
21	Borrow, Complete-in-Place, In Accordance with the Plans and Specifications	CY	465	\$ 4.75	\$ 2,208.75		465	\$ 4.75	\$ 2,208.75	0	\$ 4.75	\$ -
22	Furnish and Install Temporary HMA/C (3"Black Base) Detour Pavement, In Accordance with the Plans and Specifications	TON	64	\$ 165.00	\$ 10,560.00	-64	0	\$ 165.00	\$ -	0	\$ 165.00	\$ -
23	Adjust Existing Manhole to New Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	7	\$ 200.00	\$ 1,400.00		7	\$ 200.00	\$ 1,400.00	0	\$ 200.00	\$ -
24	Adjust Existing Valve Box to Finished Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	5	\$ 95.00	\$ 475.00		5	\$ 95.00	\$ 475.00	0	\$ 95.00	\$ -
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,330	\$ 44.50	\$ 192,685.00		4,330	\$ 44.50	\$ 192,685.00	0	\$ 44.50	\$ -
26	Furnish and Install 9" Fast Track Reinforced Concrete Pavement at I-10 Frontage Road	SY	20	\$ 250.00	\$ 5,000.00	-20	0	\$ 250.00	\$ -	0	\$ 250.00	\$ -
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875	\$ 48.50	\$ 90,937.50		1,875	\$ 48.50	\$ 90,937.50	0	\$ 48.50	\$ -
28	Prepare and Compact 6" Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications	SY	5,754	\$ 5.75	\$ 33,085.50		5,754	\$ 5.75	\$ 33,085.50	0	\$ 5.75	\$ -

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52	\$ 80.00	\$ 4,160.00		52	\$ 80.00	\$ 4,160.00	0	\$ 80.00	\$ -
30	Furnish Lime (3% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22	\$ 175.00	\$ 3,850.00		22	\$ 175.00	\$ 3,850.00	0	\$ 175.00	\$ -
31	Furnish Lime (6% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications (Bade Street)	TON	53	\$ 175.00	\$ 9,275.00		53	\$ 175.00	\$ 9,275.00	0	\$ 175.00	\$ -
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822	\$ 9.00	\$ 7,398.00		822	\$ 9.00	\$ 7,398.00	0	\$ 9.00	\$ -
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	983	\$ 85.00	\$ 83,555.00	-170	813	\$ 85.00	\$ 69,105.00	0	\$ 85.00	\$ -
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	33	\$ 200.00	\$ 6,600.00	-4	29	\$ 200.00	\$ 5,800.00	0	\$ 200.00	\$ -
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31	\$ 150.00	\$ 4,650.00		31	\$ 150.00	\$ 4,650.00	0	\$ 150.00	\$ -
36	Furnish and Install Laydown Reinforced Concrete Curb, including Mitering Yard Drains, Complete-in-Place, In Accordance with the Plans and Specifications	LF	3,089	\$ 3.75	\$ 11,583.75		3,089	\$ 3.75	\$ 11,583.75	0	\$ 3.75	\$ -
Sub Total Paving Items				\$ 518,683.25			\$ 487,873.25				\$ -	

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
STORM SEWER ITEMS												
37	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	617	\$ 15.00	\$ 9,255.00		617	\$ 15.00	\$ 9,255.00	0	\$ 15.00	\$ -
38	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	640	\$ 16.00	\$ 10,240.00	-310	330	\$ 16.00	\$ 5,280.00	0	\$ 16.00	\$ -
39	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	9	\$ 600.00	\$ 5,400.00	-4	5	\$ 600.00	\$ 3,000.00	0	\$ 600.00	\$ -
40	Remove and Dispose of Existing Safety End Treatment (SET), All Sizes, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$ 330.00	\$ 330.00		1	\$ 330.00	\$ 330.00	0	\$ 330.00	\$ -
41	Furnish and Install 24" Safety End Treatment (SET), Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$ 1,500.00	\$ 1,500.00		1	\$ 1,500.00	\$ 1,500.00	0	\$ 1,500.00	\$ -
42	Furnish and Install 18"x11" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26	\$ 100.00	\$ 2,600.00		26	\$ 100.00	\$ 2,600.00	0	\$ 100.00	\$ -
43	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26	\$ 65.00	\$ 1,690.00		26	\$ 65.00	\$ 1,690.00	0	\$ 65.00	\$ -
44	Furnish and Install 22"x14" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	370	\$ 105.00	\$ 38,850.00		370	\$ 105.00	\$ 38,850.00	0	\$ 105.00	\$ -
45	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,552	\$ 80.00	\$ 124,160.00	-882	670	\$ 80.00	\$ 53,600.00	0	\$ 80.00	\$ -
46	Furnish and Install 5x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	610	\$ 300.00	\$ 183,000.00	-75.4	534.6	\$ 300.00	\$ 160,380.00	0	\$ 300.00	\$ -
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8	\$ 3,150.00	\$ 25,200.00	-6	2	\$ 3,150.00	\$ 6,300.00	0	\$ 3,150.00	\$ -
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10	\$ 3,500.00	\$ 35,000.00		10	\$ 3,500.00	\$ 35,000.00	0	\$ 3,500.00	\$ -

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$ 3,500.00	\$ 10,500.00		3	\$ 3,500.00	\$ 10,500.00	0	\$ 3,500.00	\$ -
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	12	\$ 3,600.00	\$ 43,200.00	-1	11	\$ 3,600.00	\$ 39,600.00	0	\$ 3,600.00	\$ -
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4	\$ 11,750.00	\$ 47,000.00		4	\$ 11,750.00	\$ 47,000.00	0	\$ 11,750.00	\$ -
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	2,497	\$ 0.01	\$ 24.97	-975	1,522	\$ 0.01	\$ 15.22	0	\$ 0.01	\$ -
Sub Total Storm Sewer Items				\$ 537,949.97	\$ 414,900.22						\$ -	

SWPPP ITEMS

53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1	\$ 1,185.00	\$ 1,185.00		1	\$ 1,185.00	\$ 1,185.00	0.3	\$ 1,185.00	\$ 355.50
54	Furnish and Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance with the Plans and Specifications	EA	19	\$ 120.00	\$ 2,280.00	-6	13	\$ 120.00	\$ 1,560.00	0	\$ 120.00	\$ -
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40	\$ 1.40	\$ 56.00		40	\$ 1.40	\$ 56.00	0	\$ 1.40	\$ -
56	Portable Concrete Truck Washout Structures	LS	2	\$ 415.00	\$ 830.00		2	\$ 415.00	\$ 830.00	0	\$ 415.00	\$ -
Sub Total SWPPP Items				\$ 4,351.00			\$ 3,631.00			\$ 355.50		

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
WATER ITEMS:												
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235	\$ 81.00	\$ 19,035.00		235	\$ 81.00	\$ 19,035.00	235	\$ 81.00	\$ 19,035.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409	\$ 75.00	\$ 105,675.00		1,409	\$ 75.00	\$ 105,675.00	1,409	\$ 75.00	\$ 105,675.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$ 815.00	\$ 2,445.00		3	\$ 815.00	\$ 2,445.00	3	\$ 815.00	\$ 2,445.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8	\$ 1,200.00	\$ 9,600.00		8	\$ 1,200.00	\$ 9,600.00	8	\$ 1,200.00	\$ 9,600.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4	\$ 150.00	\$ 600.00		4	\$ 150.00	\$ 600.00	4	\$ 150.00	\$ 600.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$ 4,245.00	\$ 8,490.00		2	\$ 4,245.00	\$ 8,490.00	2	\$ 4,245.00	\$ 8,490.00
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6	\$ 375.00	\$ 2,250.00		6	\$ 375.00	\$ 2,250.00	6	\$ 375.00	\$ 2,250.00
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$ 400.00	\$ 400.00		1	\$ 400.00	\$ 400.00	1	\$ 400.00	\$ 400.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$ 165.00	\$ 330.00		2	\$ 165.00	\$ 330.00	2	\$ 165.00	\$ 330.00

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
66	Relocate Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$ 630.00	\$ 1,260.00		2	\$ 630.00	\$ 1,260.00	2	\$ 630.00	\$ 1,260.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$ 3,580.00	\$ 3,580.00		1	\$ 3,580.00	\$ 3,580.00	1	\$ 3,580.00	\$ 3,580.00
68	Adjust Valve Box to Finished Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$ 105.00	\$ 315.00		3	\$ 105.00	\$ 315.00	0	\$ 105.00	\$ -
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33	\$ 675.00	\$ 22,275.00		33	\$ 675.00	\$ 22,275.00	33	\$ 675.00	\$ 22,275.00
70	Furnish and Install 1" Single Short Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15	\$ 350.00	\$ 5,250.00		30	\$ 350.00	\$ 10,500.00	30	\$ 350.00	\$ 10,500.00
71	Furnish and Install 1" Single Long Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	14	\$ 1,365.00	\$ 19,110.00		28	\$ 1,365.00	\$ 38,220.00	28	\$ 1,365.00	\$ 38,220.00
Sub Total Water Work Items				\$ 200,615.00			\$ 224,975.00			\$ 224,660.00		

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount
SANITARY SEWER ITEMS:												
72	Remove and Dispose of 8" Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170	\$ 15.40	\$ 2,618.00		170	\$ 15.40	\$ 2,618.00	0	\$ 15.40	\$ -
73	Furnish and Install 8" Sanitary Sewer, All Depths, Open-Cut Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170	\$ 41.75	\$ 7,097.50		170	\$ 41.75	\$ 7,097.50	0	\$ 41.75	\$ -
74	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$ 670.00	\$ 2,010.00		3	\$ 670.00	\$ 2,010.00	0	\$ 670.00	\$ -
75	Furnish and Install Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$ 2,940.00	\$ 8,820.00		3	\$ 2,940.00	\$ 8,820.00	0	\$ 2,940.00	\$ -
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29	\$ 140.00	\$ 4,060.00		29	\$ 140.00	\$ 4,060.00	0	\$ 140.00	\$ -
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8	\$ 560.00	\$ 4,480.00		8	\$ 560.00	\$ 4,480.00	0	\$ 560.00	\$ -
78	Service Reconnection with or without Stack by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29	\$ 310.00	\$ 8,990.00		29	\$ 310.00	\$ 8,990.00	0	\$ 310.00	\$ -
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$ 6,515.00	\$ 6,515.00		1	\$ 6,515.00	\$ 6,515.00	0	\$ 6,515.00	\$ -
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170	\$ 0.01	\$ 1.70		170	\$ 0.01	\$ 1.70	0	\$ 0.01	\$ -
Sub Total Sanitary Sewer Items				\$ 44,592.20			\$ 44,592.20			\$ -		

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values			Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price	Total Amount

EXTRA WORK ITEMS:

81	Off Duty Uniformed Police Officer as Directed by the Owner's Representative	HR	200	\$ 53.30	\$ 10,660.00		200	\$ 53.30	\$ 10,660.00	0	\$ 53.30	\$ -
82	Port Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications	EA	5	\$ 590.00	\$ 2,950.00		5	\$ 590.00	\$ 2,950.00	5	\$ 590.00	\$ 2,950.00
83	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910	\$ 28.50	\$ 25,935.00		910	\$ 28.50	\$ 25,935.00	0	\$ 28.50	\$ -
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1	\$ 2,370.00	\$ 2,370.00		1	\$ 2,370.00	\$ 2,370.00	0	\$ 2,370.00	\$ -
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200	\$ 11.85	\$ 2,370.00		200	\$ 11.85	\$ 2,370.00	0	\$ 11.85	\$ -
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200	\$ 17.75	\$ 3,550.00		200	\$ 17.75	\$ 3,550.00	0	\$ 17.75	\$ -
Sub Total Extra Work Items				\$ 47,835.00				\$ 47,835.00			\$ 2,950.00	

CASH ALLOWANCE ITEMS

87	Furnish Construction Materials Testing, In Accordance with the Plans and Specifications	LS	1	\$ 70,000.00	\$ 70,000.00		1	\$ 70,000.00	\$ 70,000.00	0.3	\$ 70,000.00	\$ 21,000.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights	LS	1	\$ 20,682.00	\$ 20,682.00		1	\$ 20,682.00	\$ 20,682.00	0	\$ 20,682.00	\$ -
Sub Total Cash Allowance Items				\$ 90,682.00				\$ 90,682.00			\$ 21,000.00	

CONTRACT TOTAL **\$ 1,673,381.42**

Change in Value **\$ 1,518,237.67**

\$ 404,867.50

Retainage @ 10% **\$ (155,143.75)**

Total Paid Request #1 **\$ 40,486.75**

Total Paid Request #1 **\$ 364,380.75**

SCHEDULE OF UNIT PRICE WORK - ADJUSTED
June 24, 2014

Item no.	Base Unit Short Title	Unit of Measure	Quantity	Contract Values		Quantity Change	Revised Contract Values		Pay Request #1		
				Unit Price	Total Amount		Quantity	Unit Price	Total Amount	Quantity	Unit Price
Change Order No. 1 Dated May 29, 2019											
1001	Remobilization	LS	1				1	\$ 3,600.00	\$	3,600.00	
1002	Additional Cost for Exploration Work	Each	10				10	\$ 590.00	\$	5,900.00	
1003	Building of New Survey Model	LS	1				1	\$ 1,840.00	\$	1,840.00	
ESTIMATED PENDING INVOICE											
1005	Temporary 2-inch Thick Type D HMAAC Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.66				1,882.66	\$ 27.44	\$	51,660.19	
1006	Install 1/5" Water Service Line	Each	1				1	\$ 2,245.08	\$	2,245.08	
1007	Remove Temporary Detour & Dispose of Off Site	SY	1,882.66				1,882.66	\$ 7.41	\$	13,950.51	
1008	Traffic Control and Barricades During 45 Day Suspension	MO	1.5				1.5	\$ 1,851.59	\$	2,777.39	
1009	Deliver 5x3' RCB Box Culvert to Client Yard	LF	75.4				75.4	\$ 193.60	\$	14,597.44	
Subtotal Change Order No. 1										\$	96,570.61
ESTIMATED PENDING INVOICE											

REVISED CONTRACT TOTAL
Change in Contract Value

\$ 1,614,808.28
\$ (58,573.14)

Note: Contract time will be extended based upon the projected start date of July 10, 2019. Contractor needs to submit a change order request for the time extension.

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC: **Approval of Pay Estimate No. 1 for 2019 Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of \$21,510.00**

BACKGROUND: This is the first Pay Estimate to be submitted by DVL Enterprises, LLC for the 2019 Westview Drive Sidewalk Improvements Project for work that was completed on the project in July.

RECOMMENDATION: Doug Bradford with ARKK Engineers has reviewed the pay estimate and recommends approval.

ATTACHMENTS: • Pay Estimate No. 1 Submitted By DVL Enterprises, LLC

FUNDING ISSUES:

☐ Not applicable – no dollars are being spent or received.

☒ Full amount already budgeted in Acct/Project# 25-50-7516

☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:

☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____

☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____

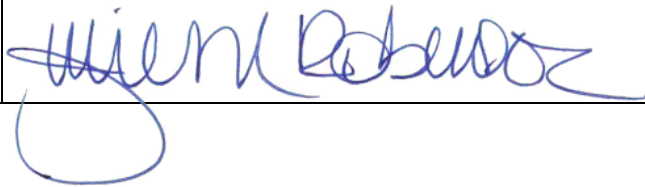
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Matthew Hitt, Assistant to the City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		



August 8, 2019

Ms. Julie Robinson
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

RE: 2019 Westview Drive Sidewalk Improvements Project
City of Spring Valley Village
ARKK Job No. 18-037

Dear Ms. Robinson,

Enclosed please find one copy of the following items for the above referenced project:

1. Application for Payment No. 1
2. Pay Estimate No. 1
3. Contractor's Application for Payment

The amount of Application for Payment No. 1 is **\$21,510.00**

ARKK Engineers have reviewed this application and recommends payment of said application.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'Doug Bradford', is written over the printed name.

Doug Bradford, P.E.
Project Manager

DB/mb

cc: Mr. Daniel Lee - DVL Enterprises, LLC



CITY OF SPRING VALLEY VILLAGE

Estimate No. : 1
Cut off Date : 7/31/2019
Estimate Date : 8/8/2019

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : 2019 Westview Drive Sidewalk Improvements Project
Contractor Name : DVL Enterprises, LLC
Address : 1525 Lakeville Drive Suite 231, Kingwood, Tx 77339

CONTRACT INFORMATION

Contract Date : 6/25/2019
Notice to Proceed Date : 7/16/2019
Current Completion Date : 9/28/2019
Percentage Complete

By Time : 21.33% In Place : 15.44%

Original Contract Time : 75
Approved Extensions : 0
Total Contract Time : 75
Days Used to Date : 16
Days Remaining to Date : 59

1. Original Contract Amount
2. Approved Change Orders

\$ 154,770.00

No.	Date	Add. Days	Amount

\$0.00

TOTAL CONTRACT AMOUNT : \$ 154,770.00

A. EARNINGS TO DATE

1. Work Complete to Date 15.44% Completed to Date
2. Materials on Hand

\$ 23,900.00

\$ -

TOTAL EARNINGS TO DATE : \$ 23,900.00

B. DEDUCTIONS

1. Retainage 10.00% of \$ 23,900.00
2. Liquidated Damages 0 Days at \$0.00 per day.

\$ 2,390.00

\$ -

TOTAL DEDUCTIONS TO DATE : \$ 2,390.00

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date
2. Total Deductions to Date
3. Total Payment Due to Date
4. Less Previous Payments

\$ 23,900.00

\$ 2,390.00

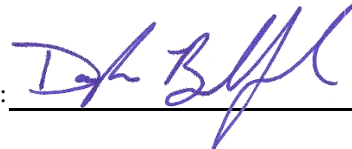
\$ 21,510.00

\$ -

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 21,510.00

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By:  8/8/2019
Date

Recommended By:  8/8/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: Westview Drive Sidewalk Improvements Project
Contractor: DVL Enterprises, LLC
Date Range: 7/16/2019 to 7/31/2019

Project Number: 18-037
Estimate No.: 1

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
BASE BID ITEMS:								
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$12,000.00	1.00	\$ 12,000.00	100.00%	\$ 12,000.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$10,000.00	0.00	\$ -	0.00	\$ -
3	Reinforced Concrete Sidewalk (4"), complete in place the sum of:	S.F.	5,000	\$7.00	1690.00	\$ 11,830.00	1690.00	\$ 11,830.00
4	Wheelchair Curb Ramp per ADA Requirements, complete in place the sum of:	S.F.	200	\$20.00	0.00	\$ -	0.00	\$ -
5	Remove and Replace 6" thick Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	450	\$70.00	0.00	\$ -	0.00	\$ -
6	Extra 1.5 sack of cement per cubic yard added to 6" reinforced concrete driveway (total of 7.0 sack/cubic yard), complete in place the sum of:	S.Y.	200	\$5.00	0.00	\$ -	0.00	\$ -
7	Concrete Retaining Wall on Proposed Sidewalk per Details (6" max height), complete in place the sum of:	L.F.	300	\$10.00	0.00	\$ -	0.00	\$ -
8	Concrete Retaining Wall on Proposed Sidewalk per Details (6" to 18" max height), complete in place the sum of:	L.F.	270	\$50.00	0.00	\$ -	0.00	\$ -
9	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	L.F.	120	\$120.00	0.00	\$ -	0.00	\$ -
10	Adjust Existing Manhole Top to Final Grade, complete in place the sum of:	E.A.	2	\$1,000.00	0.00	\$ -	0.00	\$ -
11	Abandon Existing Grate Inlet per detail, complete in place the sum of:	E.A.	1	\$1,500.00	0.00	\$ -	0.00	\$ -
12	Replace Existing Yard Drain through Curb, including Cast Iron Curb Opening, complete in place the sum of:	E.A.	1	\$1,000.00	0.00	\$ -	0.00	\$ -
13	Adjust Existing Water Meter Box to Final Grade, complete in place the sum of:	E.A.	1	\$800.00	0.00	\$ -	0.00	\$ -
14	Remove and Re-install Existing Traffic Sign, complete in place the sum of:	E.A.	3	\$500.00	0.00	\$ -	0.00	\$ -
15	Block Sodding, complete in place the sum of:	S.Y.	1,700	\$5.00	0.00	\$ -	0.00	\$ -
16	Inlet Protection Barrier, complete in place the sum of:	E.A.	7	\$10.00	7.00	\$ 70.00	7.00	\$ 70.00
					Subtotal	\$ 23,900.00		\$ 23,900.00
(B) ADD ALTERNATE #1 ITEMS:								
17	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	L.F.	125	\$120.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -		\$ -
FIELD CHANGE ITEMS:								
						\$ -	0.00	\$ -
						\$ -	0.00	\$ -
					Subtotal	\$ -		\$ -

Grand Total \$ 23,900.00 \$ 23,900.00

Pay Estimate 1

DVL Enterprises, LLC
4022 Cedar Forest
Kingwood, Texas 77339

Bill To:										Pay Estimate No.: 1	
City of Spring Valley Village, Texas										Period To 7/25/19	
Westview Drive Sidewalk Improvements Project											
2019-05-103											
No.	DESCRIPTION	UNIT	QUANTITY	\$ AMOUNT/UNIT	TOTAL BID AMOUNT	THIS ESTIMATE	QUANTITY	THIS ESTIMATE	PREV ESTIMATES	QUANTITY	% Complete
A. BASE BID ITEMS											
1	MOBILIZATION & TRAFFIC CONTROL, COMPLETE IN PLACE	LS	1	\$12,000.00	\$12,000.00	1			0	1.00	100%
2	MISCELLANEOUS ALLOWANCE FOR USE BY CITY FOR GENERAL CONSTRUCTION ITEMS AS DIRECTED BY THE ENGINEER	CA	1	\$10,000.00	\$10,000.00				0	0.00	0%
3	REINFORCED CONCRETE SIDEWALK (4" THICK), COMPLETE IN PLACE	SF	5000	\$7.00	\$35,000.00	1690		\$11,830.00	0	1690.00	34%
4	WHEELCHAIR CURB RAMP PER ADA REQUIREMENTS, COMPLETE IN PLACE	SF	200	\$20.00	\$4,000.00			\$0.00	0	0.00	0%
5	REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE DRIVEWAY, COMPLETE IN PLACE	SY	450	\$70.00	\$31,500.00			\$0.00	0	0.00	0%
6	EXTRA 1.5 SACK OF CEMENT PER CUBIC YARD ADDED TO 6" REINFORCED CONCRETE DRIVEWAY (TOTAL OF 7.0 SACK/CY) COMPLETE IN PLACE	SH	200	\$5.00	\$1,000.00			\$0.00	0	0.00	0%
7	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" MAX HEIGHT), COMPLETE IN PLACE	LF	300	\$10.00	\$3,000.00			\$0.00	0	0.00	0%
8	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" TO 18" MAX HEIGHT), COMPLETE IN PLACE	LF	270	\$50.00	\$13,500.00			\$0.00	0	0.00	0%
9	1-1/2" STEEL PEDESTRIAN HANDRAIL (GALVANIZED) INSTALLED ALONG EXISTING CURB PER DETAILS, COMPLETE IN PLACE	LF	120	\$120.00	\$14,400.00			\$0.00	0	0.00	0%
10	ADJUST EXISTING MANHOLE TOP TO FINAL GRADE, COMPLETE IN PLACE	EA	2	\$1,000.00	\$2,000.00			\$0.00	0	0.00	0%
11	ABANDON EXISTING GRATE INLET PER DETAIL, COMPLETE IN PLACE	EA	1	\$1,500.00	\$1,500.00			\$0.00	0	0.00	0%
12	REPLACE EXISTING YARD DRAIN THROUGH CURB, INCLUDING CAST IRON CURB OPENING, COMPLETE IN PLACE	EA	1	\$1,000.00	\$1,000.00			\$0.00	0	0.00	0%
13	ADJUST EXISTING WATER METER BOX TO FINAL GRADE, COMPLETE IN PLACE	EA	1	\$800.00	\$800.00			\$0.00	0	0.00	0%
14	REMOVE AND REINSTALL EXISTING TRAFFIC SIGN, COMPLETE IN PLACE	EA	3	\$500.00	\$1,500.00			\$0.00	0	0.00	0%
15	BLOCK SODDING, COMPLETE IN PLACE	SY	1700	\$5.00	\$8,500.00			\$0.00	0	0.00	0%
16	INLET PROTECTION BARRIER, COMPLETE IN PLACE	EA	7	\$10.00	\$70.00	7		\$70.00	0	7.00	100%
TOTAL CONTRACT:					\$139,770.00	\$23,900.00					\$23,900.00
B. ALTERNATE #1 ITEMS											
17	1-1/2" STEEL PEDESTRIAN HANDRAIL (GALVANIZED) INSTALLED ALONG EXISTING CURB PER DETAILS, COMPLETE IN PLACE	LF	125	\$120.00	\$15,000.00			\$0.00	0	0.00	0%
TOTAL ALTERNATIVE ITEM					\$15,000.00	\$0.00					\$0.00
TOTAL REVISED CONTRACT:					\$154,770.00						
WORK COMPLETED:											
						THIS ESTIMATE				TO DATE	
								\$23,900.00			\$23,900.00
						Retainage 10%		-\$2,390.00			-\$2,390.00
						Due This Est.		\$21,510.00			
						LESS PREVIOUS ESTIMATES:				\$	-
						DUE THIS ESTIMATE:					\$21,510.00

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING RESOLUTION NUMBER 17-017 AND ADOPTING A REVISED POLICY REGARDING APPOINTMENTS TO CITY BOARDS AND COMMISSIONS; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
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BACKGROUND:	The City Council approved the Original Policy Regarding Appointments to City Boards and Commissions on November 14, 2017 by Resolution Number 17-017. Since that time, the following changes have been adopted by the Council: - The position of Alternate Member of the Planning & Zoning Commission was added (September 25, 2018) - The Civic Activities Board was dissolved (May 21, 2019) With these changes, it is appropriate to revise the Original Policy to incorporate the changes. A redlined version of the proposed Revised Policy is provided with this agenda item. The proposed Resolution would approve a Revised Policy that incorporates the changes listed above.
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RECOMMENDATION:	Staff recommends the approval of the Resolution.
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ATTACHMENTS:	- Resolution Number 19-XX - Redlined Version of Revised Draft Policy for Appointments to City Boards and Commissions
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Roxanne Benitez, City Secretary	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING RESOLUTION NUMBER 17-017 AND ADOPTING A REVISED POLICY REGARDING APPOINTMENTS TO CITY BOARDS AND COMMISSIONS; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, on November 14, 2017, by Resolution Number 17-017, the City Council of the City of Spring Valley Village adopted a Policy Regarding Appointments to City Boards and Commissions outlining the appointment process for City boards and commissions ("Original Policy"); and

WHEREAS, since the adoption of the Original Policy, the City Council has added an Alternate Member position to the Planning and Zoning Commission and dissolved the Civic Activities Board, and therefore revisions to the Original Policy are appropriate to reflect these changes; and

WHEREAS, the City Council is of the opinion that Resolution Number 17-017 adopting the original Policy should be repealed and a Revised Policy incorporating such changes and attached hereto as Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Resolution Number 17-017, duly passed and approved on November 14, 2017, is hereby repealed in its entirety.

Section 3. The City Council of the City of Spring Valley Village hereby adopts the Revised Policy regarding Appointments to City Boards and Commissions attached hereto as Exhibit "A."

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED AND ADOPTED on this the ____ day of _____, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX



EST. 1955
SPRING VALLEY

VILLAGE

CITY OF SPRING VALLEY VILLAGE ADMINISTRATIVE POLICIES AND PROCEDURES

TOPIC: APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

PURPOSE

This directive sets forth the comprehensive process for items pertaining to appointments to the City's boards and commissions including advertising for candidates, processing information for the City Council, appointment timetable, attendance records, and oaths of office.

POLICY

The City of Spring Valley Village has three Boards and Commissions to which citizens are appointed to serve: The Planning and Zoning Commission, the Board of Adjustments, and the Civic Activities Board. The members of the different Boards and Commissions serve 2-year staggered terms depending upon the year in which they are appointed.

Planning and Zoning Commission – 7 Regular Members and 1 Alternate Member
Board of Adjustments – 5 Regular Members and 4 Alternate Members

The Spring Valley Village City Council has the right to appoint citizens to various boards and commissions. It is the stated desire and intent of the City Council to provide for an orderly appointment process to be followed by City staff and to encourage participation by interested citizens. All appointments and removals are made at the discretion of the City Council in accordance with applicable state law.

APPOINTMENT PROCESS

The City Secretary shall advertise that board applications are being accepted, at the appropriate times, through the City's website, Constant Contact, social media platforms, utility bills, and other City Information Outlets that may be available. Additionally, the City Secretary will notify the City Council of appointments to be made.

Any citizen interested in being appointed or reappointed to a board or commission must submit a completed Application Form (Attachment 1) to the City Secretary's Office. All Application Forms submitted to the City Secretary shall be date stamped received and shall be retained by the City Secretary for a period of two (2) years and shall be considered during that two (2) years in making mid-term appointments as vacancies occur.

The City Secretary shall send a letter and/or email to each board or commission member with an expiring term of office to determine if the member wants to be considered for reappointment. If they desire reappointment, the board/commission member must update the information on file. Appointed

board/commission alternate members will be given first consideration for filling permanent board/commission positions.

The City Secretary shall send electronic notifications of the application deadline to residents one month, two weeks, and one day prior to the deadline. The Mayor shall appoint the board and commission members, subject to the City Council's approval. Appointments will be made at the Regular City Council Meeting in July and, generally, terms begin on August 1st.

Officers of each of the City's boards and commissions will be elected in accordance with the ordinances, resolutions, by-laws and State law as applicable. All newly elected officers shall be reported to the City Secretary for inclusion in the boards and commissions database and for public record.

The boards and commissions database will be maintained and updated by the City Secretary's Office. City staff support to the boards and commissions will be responsible for providing updated information to the City Secretary's Office.

MID-TERM APPOINTMENTS

Occasionally, a board or commission member may be unable to finish his or her term or will be removed by the City Council prior to the term ending. In such cases, the vacant position must be filled by a "mid-term appointment" that will serve out the remainder of the term of the individual they are replacing.

In these cases, upon receipt of a letter of resignation, the City Secretary shall notify the City Council of such resignation. There shall be placed on the next Regular City Council Agenda two items:

- (1) Consider and act upon acceptance of letter of resignation of individual resigning; and
- (2) Consider and act upon preferred procedure to fill vacancy. When established for a board or commission, appointed board/commission alternate members will be given first consideration for filling vacant permanent board/commission positions. Then use of the current pool of applicants, who have selected the vacated board as their first or alternate choice, shall be considered. If a majority of the City Council votes to reopen the application process, a new solicitation campaign will take place in the same manner as the typical appointment process.

The appointment and approval process shall be the same as the normal process.

EMERGENCY APPOINTMENTS

For the health, safety and welfare of the citizens of Spring Valley Village, an emergency process may be deemed necessary by the City Council should a majority of any board or commission become vacant. Temporary appointments will be made by the City Council to serve until the regular and/or mid-term appointments may be made. Appointed board/commission alternate members will be given first consideration for filling vacant permanent board/commission positions. Emergency (temporary) appointments shall not exceed 180 days.

ATTENDANCE RECORDS

All City staff providing support to the various City boards and commissions shall maintain attendance records that shall be provided to the City Secretary on a quarterly basis. The City Secretary shall make the records available to the City Council. A member who is absent from three (3) consecutive meetings of the commission shall be subject to removal by City Council.

COMMITTEES

The City Secretary shall be apprised of any and all committees that are created by various departments and/or boards/commissions and the representatives on these committees, the date and times of meetings, and copies of agendas. The agendas will be forwarded to the City Council for their information.

TRAINING

Newly appointed members to any board or commission governed by state law must attend a training seminar/orientation provided by the City of Spring Valley Village to familiarize themselves with the laws and procedures governing that board or commission, including open meetings and open records. This training should be undertaken within two (2) months after the appointee takes office, if scheduling permits.

ATTACHMENT 1
City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

___ Planning and Zoning Commission

___ Board of Adjustment

___ Other: _____

Personal Information

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Mobile Phone: _____

Email Address: _____

Occupation: _____

First Time Appointment: _____ Reappointment: _____

If reappointment, indicate name of Board or Commission: _____

And the time period previously served: _____

Education (list highest grade/degree completed): _____

Volunteer Information (Attach additional pages as needed)

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the Board, Commission, or Committee:

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this Board, Commission, or Committee:

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board or Commission? Yes: _____ No: _____ Possibly: _____

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as required by State law and stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____

Applicant appointed to: _____ Date: _____

DIVIDER PAGE



CITY OF SPRING VALLEY VILLAGE ADMINISTRATIVE POLICIES AND PROCEDURES

TOPIC: APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

PURPOSE

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Planning and Zoning Commission – 7 Regular Members ~~(No Alternate Members)~~ and 1 Alternate Member

Board of Adjustments – 5 Regular Members and 4 Alternate Members

~~Civic Activities Board – Up to 10 Regular Members (No Alternate Members)~~

Formatted: Indent: Left: 0.5", First line: 0"

The Spring Valley Village City Council has the right to appoint citizens to various boards and commissions. It is the stated desire and intent of the City Council to provide for an orderly appointment process to be followed by City staff and to encourage participation by interested citizens. All appointments and removals are made at the discretion of the City Council in accordance with applicable state law.

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- (2) Consider and act upon preferred procedure to fill vacancy. When established for a board or commission, appointed board/commission alternate members will be given first consideration for filling vacant permanent board/commission positions. Then use of the current pool of applicants, who have selected the vacated board as their first or alternate choice, shall be considered. If a majority of the City Council votes to reopen the application process, a new solicitation campaign will take place in the same manner as the typical appointment process.

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TRAINING

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City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☐ Planning and Zoning Commission

☐ Board of Adjustment

☒ ~~Civic Activities Board~~

☐ Other: _____

Personal Information

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Mobile Phone: _____

Email Address: _____

Occupation: _____

First Time Appointment: _____ Reappointment: _____

If reappointment, indicate name of Board or Commission: _____

And the time period previously served: _____

Education (list highest grade/degree completed): _____

Volunteer Information (Attach additional pages as needed)

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the Board, Commission, or Committee:

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this Board, Commission, or Committee:

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board or Commission? Yes: _____ No: _____ Possibly: _____

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as required by State law and stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____

Applicant appointed to: _____ Date: _____

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Ordinance No. 2019-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE SCHEDULE OF CHARGES AND FEES FOR THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLES; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.
---------------	--

BACKGROUND:	On January 23, 2018, the Council approved Resolution Number 18-02 for the new garbage service contract with WCA which included a slight rate reduction. The new rates were updated in the Incode billing system and customers have been billed correctly. However, when reviewing the Master Fee Schedule recently, I noticed that it had not been amended to include the new rates. The old rate was \$19.26 per household per month with an administrative fee of \$0.50 per household per month (plus applicable taxes). The current rate established by the new WCA Contract is \$18.72 per household per month with an administrative fee of \$0.50 per household per month (plus applicable taxes). <u>This Ordinance would amend the Master Fee Schedule to reflect the current rate which was effective on February 1, 2018.</u> There have not been any changes to the rates since approval of the new WCA Contract.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	• Ordinance No. 2019-XX
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

ORDINANCE NO. 2019-XX

**AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS,
AMENDING THE SCHEDULE OF CHARGES AND FEES FOR THE
COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, AND
RECYCLABLES; PROVIDING AN EFFECTIVE DATE; REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN
CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.**

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS:

Section 1. The Code of Ordinances of the City of Spring Valley Village, Texas, is hereby amended by deleting from Appendix A thereof all Article 7.000 and substituting therefor a new Article 7.000 to provide as follows:

“ARTICLE 7.000. GARBAGE, RUBBISH AND RECYCLABLES.

7.000 Garbage Collection. Collection and disposal of garbage, rubbish, and recyclables from residential units shall be:

- (1) Eighteen dollars and seventy two cents (\$18.72) per household per month; and
- (2) In addition the City shall charge an administrative fee of \$.50 per household per month (plus applicable tax).”

Section 2. The rates set forth in this Ordinance shall become effective **February 1, 2018.**

Section 3. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance, to the extent of such inconsistency or conflict, are repealed.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provisions, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance

was a whole or any party of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 27th day of August, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

07\01\2019
thru 07\31\2019

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	25
22	ALARM	61
23	AMBULANCE CALL	11
24	ANIMAL CALL	8
43	ASSIST OUTSIDE AGENCY	14
135	BUSINESS CHECK	264
48	CITY CREW REPAIRS	6
49	CIVIL MATTER	2
53	DEBRIS IN ROADWAY	17
54	DECEASED PERSON	1
55	DISCHARGING FIREWORKS	2
56	DISTURBANCE	1
60	FIRE CALL	7
62	FOUND PROPERTY	2
68	HOUSE CHECK	39
70	INFORMATION	35
71	INVESTIGATION	16
76	LOUD NOISE	3
81	OPEN DOOR	5
86	PUBLIC RELATIONS	66
96	SOLICITOR	5
99	STALLED VEHICLE	41
141	STORED/ ABANDONED VEHICLE	1
103	SUSPICIOUS ACTIVITY	11
104	SUSPICIOUS PERSON	10
105	SUSPICIOUS VEHICLE	19
11	TRAFFIC STOP	519
111	VEHICLE BLOCKING ROADWAY	3
112	VEHICLE CHECK	12
123	VEHICLE MAINTENANCE	1
116	WATER LEAK	3
117	WELFARE CONCERN	5
Total		1,217

Spring Valley Village, TX PD

Jul 1, 2019 - Jul 31, 2019

Citation Violation Audit By Offense

Total Charges: 689

Description	Counts
CITY ORDINANCE - ERECTING SIGN WITHOUT A PERMIT	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	3
CITY ORDINANCE - UNLAWFUL TRESPASSING	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	29
DEFECTIVE HEAD LAMPS	25
DEFECTIVE HEAD LIGHTS	5
DEFECTIVE STOP LAMP(S)	14
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	13
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	1
DISPLAY SUSPENDED DRIVER LICENSE	1
DISPLAY/ EXPIRED REGISTRATION	73
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	6
DRIVING WITHOUT ANY LICENSE	3
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	31
EXPIRED DRIVERS LICENSE	8
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	3
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	25
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	33
FAIL TO REPORT CHANGE OF ADDRESS	3
FAILED TO DIM HEADLIGHTS - FOLLOWING	3
FAILED TO DIM HEADLIGHTS - MEETING	27
FAILED TO DRIVE IN A SINGLE LANE	2
FAILED TO SIGNAL INTENT TO TURN	3
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	15

CONFIDENTIAL

Spring Valley Village, TX PD

Jul 1, 2019 - Jul 31, 2019

Citation Violation Audit By Offense

Total Charges: **689**

Description	Counts
ILLEGAL LEFT/RIGHT TURN WHERE PROHIBITED	1
ILLEGAL PARKING - NO PARKING ANY TIME	1
ILLEGAL PARKING - PARKING IN PRIVILEGED	2
ILLEGAL WINDOW TINT	2
IMPROPER TURN	1
LICENSE PLATE - NO TRAILER PLATE	1
LICENSE PLATE OBSCURED	6
NO DRIVERS LICENSE	47
NO FRONT LICENSE PLATE	10
NO SEAT BELT - DRIVER	2
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITH FICTITIOUS LICENSE PLATES	2
PARKED FACING TRAFFIC	7
PASSING AUTHORIZED EMERGENCY VEHICLE	4
PASSING/DISREGARD NO PASSING ZONE	2
RAN RED LIGHT	60
RAN STOP SIGN	89
SPEEDING >10% ABOVE POSTED LIMIT	109
TURNED LEFT FROM WRONG LANE	3
TURNED RIGHT FROM WRONG LANE	1
	1

MONTHLY K-9 REPORT

FOR THE MONTH OF: Jul-19

MOYER, NABORS

FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE

102

OUTSIDE AGENCY

0

K-9 APPREHENSIONS

0

NARCOTICS CASES

0

PUBLIC RELATIONS EVENT

8

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Appointments / Reappointments to Boards and Commissions: A. Planning & Zoning Commission B. Board of Adjustment
---------------	---

BACKGROUND:	The following Board or Commission member terms have expired or have become vacant: PLANNING & ZONING COMMISSION (4 Positions, Two-Year Terms) Charles Calderwood (serving since July 26, 2005) W.K. (Trey) Hoffman (serving since January 25, 1994) Patrick Johnson (serving since October 27, 2015) Maryellen McGlothlin (serving since May 28, 2002) I have received applications from each of the four members listed above seeking reappointment to the Commission. I have also received applications from the following residents who are interested in serving on the Planning & Zoning Commission: Michael Burcham Nicholas Flannery Jerry Kent Barry Lee Charles MacLeod Dan Nixon Craig Watel BOARD OF ADJUSTMENT (5 Positions – 3 Members, 2 Alternates, Two-Year Terms) Scott Cooper, Member (serving since July 27, 2004) Douglas Doyle, Member (serving since October 25, 2016) Charles Kaiser, Member (serving since June 22, 2004) Mr. Kaiser informed me that he is moving out of Spring Valley Village making him ineligible to serve. I have been advised by Mr. Doyle that he would like to be reappointed. As of the date the Council packet was completed, I had not heard back from Mr. Cooper. In addition to the three members whose terms are ending, the Board of Adjustment also has two vacant alternate positions.
--------------------	--

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
---	-----------------------	--------------

**Spring Valley Village City Council
Agenda Item Data Sheet**

I received applications from the following residents who are interested in serving on the Board of Adjustment: Michael Burcham Jerry Kent Bill Lackey Barry Lee

RECOMMENDATION: For the Planning & Zoning Commission, Mayor Ramsey recommends that Charles Calderwood, Trey Hoffman, Patrick Johnson and Maryellen McGlothlin be reappointed. For the Board of Adjustment, Mayor Ramsey recommends that: Scott Cooper and Douglas Doyle be reappointed as Regular Members, Michael Burcham be appointed as a Regular Member to replace Charles Kaiser and Jerry Kent and Bill Lackey be appointed as Alternate Members.
--

ATTACHMENTS: - Volunteer Applications - Excerpt from Code of Ordinances regarding Planning & Zoning members and appointment - Excerpt from Code of Ordinances regarding Board of Adjustment members and appointment

FUNDING ISSUES: ☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING: 
--

SUBMITTING STAFF MEMBER: Roxanne Benitez, City Secretary	CITY ADMINISTRATOR APPROVAL: 
---	---

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

Personal Information

Last Name: Calderwood First Name: Charles (Charlie)

Address: 15 Woodsborough Cir City: Houston State: TX Zip: 77055

Home Phone: 713 468-5225 Work Phone: 713 808-9077 Cell: 713 628-4212

Email address: charlie@calderwoodfinancial.com

Occupation: Financial Consulting Firm

First Time Appointment: 8/14/2006 Reappointment: 9/1/2019

If reappointment, indicate name of group: Planning & Zoning Commission

And the time period previously served: 13 years 8/14/06 - Present

Education (list highest grade/degree completed): College plus graduate

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work. Committee Member Benefits for Archdiocese of Houston-Galveston; Member 2002-2006 Finance Committee City of Spring Valley; PSA - Sam Houston Council Board; President Board of Directors of Dad's Club Aquatic Center, Inc in Houston.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee: I'm an enthusiastic member of the commission, having missed only two meetings; I am prepared having reviewed packet. I will call the chair to discuss agenda items prior to meetings frequently. I attend the majority of city council meetings to understand & track what the major issues of Spring Valley are. It helps me be the best Planning & Zoning member I can be.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

As a 3 year member of Planning/Zoning attending all but 2 meetings in that time period I come prepared with my binder of past agendas & minutes for reference. I frequently help find the "middle ground" and help come to amicable decision making

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☐ Possibly: ☒

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

As President of the Dad's Club, I have in the past & will in the future, Recuse myself from that deliberation

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

____ Planning and Zoning Commission
____ Board of Adjustment
____ Other: _____

Personal Information

Last Name: _____ First Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____
Email address: _____
Occupation: _____
First Time Appointment: _____ Reappointment: _____
If reappointment, indicate name of group: _____
And the time period previously served: _____
Education (list highest grade/degree completed): _____

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: _____ No: _____ Possibly: _____

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

RECEIVED
By: JSB Date: 8/2/15

Personal Information

Last Name: Johnson First Name: Patrick

Address: 8703 Green Valley Drive City: Houston State: Texas Zip: 77055

Home Phone: 281-685-7624 Work Phone: _____

Email address: pkjohnson84@gmail.com

Occupation: attorney

First Time Appointment: _____ Reappointment: Initially appointed 8/15.

If reappointment, indicate name of group: Planning and Zoning Commission

And the time period previously served: 4 years

Education (list highest grade/degree completed): J.D.

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

I have served on the SV Planning and Zoning Commission for the last 4 years. I coach youth sports for my elementary school-aged children.

My wife and I serve teach children's Sunday School at our church, Christ the King Presbyterian Church. I was recently appointed an elder at Christ the King. We are thankful to live in Spring Valley!

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I have appreciated the opportunity to serve on P&Z and assist with advising City Council on the matters that come before P&Z. I love living in Spring Valley.

I appreciate having the opportunity to participate in the City's work to determine how to best utilize planning and zoning to help the City continue to prosper and grow.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
My previous experience serving on P&Z, training and experience as an attorney and grateful Spring Valley resident make me qualified to continue as a

P&Z member.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: Patrick Johnson

Digitally signed by Patrick Johnson
DN: cn=Patrick Johnson, o=City of Spring Valley Village, email=patrickjohnson@cityofspringvalley.com, c=US
Date: 2019.08.08 15:58:41 -0500

Date: 8/9/19

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

ATTACHMENT 1
City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

- ☒ Planning and Zoning Commission
- ☐ Board of Adjustment
- ☐ Civic Activities Board
- ☐ Other: _____

Personal Information

First Name: Maryellen Last Name: McGlothlin

Address: 1122 Anne City: Houston State: TX Zip: 77055

Home Phone: 713 242 7130 Work Phone: 3750 Mobile Phone: 713 894-4607

Email Address: maryellen.mcglathlin@yahoo.com

Occupation: Nursing Director

First Time Appointment: 6/2002 Reappointment: _____

If reappointment, indicate name of Board or Commission: Planning + Zoning

And the time period previously served: 6/2002 to present

Education (list highest grade/degree completed): Bachelors in Nursing

Volunteer Information (Attach additional pages as needed)

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

P+Z 6/2002 to present

SBISD Volunteer - coordinate health fairs - student mentoring

(2) Briefly summarize your interest in appointment or reappointment to the Board, Commission, or Committee:

I loved being involved in helping our city to always improve and to ensure our city has a standard approach + process in regard to zoning.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this Board, Commission, or Committee:

I have served on this board for over 17 years now + have an historical background on many of the projects that have come through PVZ since 2002.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board or Commission? Yes: _____ No: ☒ Possibly: _____

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as required by State law and stated in the Ordinances of the City of Spring Valley Village.

Signature: *Marjell McGehee*
Date: *8/9/19*

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____

Applicant appointed to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



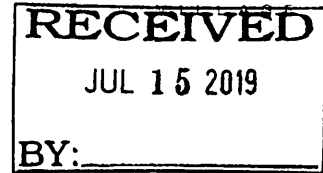
SPRING VALLEY

Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____



Personal Information

Last Name: Burcham First Name: Michael

Address: 1102 Loeser Drive City: Houston State: TX Zip: 77055

Home Phone: 225-326-4948 Work Phone: 832-625-5412

Email address: michaelburcham@comcast.net

Occupation: Engineer

First Time Appointment: Yes Reappointment: No

If reappointment, indicate name of group: N/A

And the time period previously served: N/A

Education (list highest grade/degree completed): B.S. in Chemical Engineering

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Served on homeowner board for Lakes at Highland subdivision in Baton Rouge LA 2010-12

United Way Day of Caring, Rebuild Houston Together, Hurricane Harvey recovery

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

Ensure that the rules and regulations governing the residents of Spring Valley Village are applied fairly and equally to all, and maintain high quality of life and property values for our citizens.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
With 25+ years of engineering experiences, I have excellent organizational and problem solving
skills. I try to find the best solutions based on facts, rules and established work practices.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?
I would recuse myself from that particular issue.

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: Michael Burcham

Digitally signed by Michael Burcham
Date: 2019.07.13 07:03:44 -05'00'

Date: July 13, 2019

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



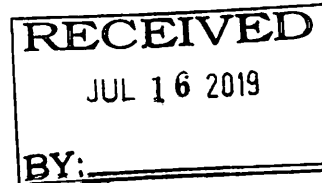
SPRING VALLEY
VILLAGE

Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____



Personal Information

Last Name: Flannery First Name: Nicholas

Address: 9163 Cardwell St City: Houston State: TX Zip: 77055

Home Phone: 832-844-8789 Work Phone: 713-351-1618

Email address: flannerynic@gmail.com

Occupation: Risk Manager in Construction

First Time Appointment: Yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): BS - Purdue Univ

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Homeaid - Built project playhouse and raised \$94K for the homeless this year. 15 Year member of the Purdue Construction Management Advisory Council.

Leading company effort for YMCA Operation Backpack Benefitting Spring Branch ISD. Participate in the AGC Leadership Council.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I moved to Spring Valley Village last year and have been looking for ways to contribute. I recently saw a posting looking for volunteers in the planning and zoning commission.

I feel like my experience in the commercial construction industry could benefit the City Commission.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

I am interested in contributing to a great community. I have 15 years of experience working in the commercial construction industry and in this time have worked with City's,

School boards, developers, design and engineering firms, and contractors. I believe that I can leverage this experience to provide benefit to the Planning and Zoning Commission.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____ Nicholas S Flannery Digitally signed by Nicholas S Flannery
DN: cn=US, email=nsflannery@gmail.com, c=US, o=Nicholas S Flannery
Date: 2019.07.17 13:58:09-0500

Date: 7/17/2019

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
By: YLB Date: 8/1/19

Personal Information

Last Name: Kent First Name: Jerry
Address: 9108 Hildale Street City: Houston State: TX Zip: 77055
Home Phone: 7134655368 Work Phone: 7134675368
Email address: jerry@kentelectric.com
Occupation: Electrical Contractor

First Time Appointment: XXX Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): 12th grade / High School

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

HLS&R Board of Directors, NFPA - Code Making Panel 6 for National Electrical Code,
FBICAAA, Independent Electrical Contractors, Association National Board of Directors, ATFCAAA,

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
As both a home owner and a contractor, I have the ability to understand both sides of the request that would be made of either of these boards.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: G W "Jerry" Kent

Digitally signed by G W "Jerry" Kent
Date: 2019.08.10 12:59:32 -05'00'

Date: 8/10/2019

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☐ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED

By: UB Date: 8/13/19 8:05am
Drop Box

Personal Information

Last Name: Lackey First Name: Bill

Address: 8866 Cardwell Dr. City: Houston State: TX Zip: 77055

Home Phone: _____ Work Phone: (832) 971-1481

Email address: bill.lackey@att.net

Occupation: residential real estate sales

First Time Appointment: n/a Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): associate degree

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

long-time volunteer at St. Cecilia Catholic Church and with the Boy Scouts of America.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I currently have time and interest in getting involved with The City of Spring Valley Village. I have been a resident of Spring Valley Village for the past 30 plus years.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

I have 30 plus years experience in real estate sales and acquisitions handling negotiations between buyers and sellers. Experience in dealing with different personality types and coming to a successful conclusion.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Bill Lackey

Date: _____

August 12, 2019

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

9AUG'19
PM2:00
RCVD

Personal Information

Last Name: Lee First Name: Barry

Address: 8328 Burkhardt Circ City: SVV State: TX Zip: 77055

Home Phone: 281-785-8005 Work Phone: _____

Email address: barrylee@sbcglobal.net

Occupation: Retired - Engineer

First Time Appointment: Yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): BA in EE, MBA

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Brighton Place HOA Architectural Controls Committee 20 year

Brighton Place HOA Board and Treasurer 5 years

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I believe that my education and work experience provide a background that would allow me to contribute to either of these commr

**City of Spring Valley Village
Volunteer Application
(Page 2)**

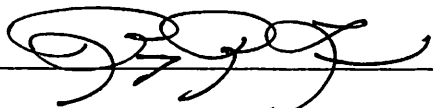
(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
Extensive experience in large scale commercial construction and construction project management have provided a solid

understanding of plans and specifications, codes and ordinances, project planning and development. and construction issues.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: 08 AUG 19

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

**City of Spring Valley Village Volunteer
Application**



Board/Commission/Committee (Check areas of interest):

X Planning and Zoning Commission

___ Board of Adjustment

___ Other: _____

Personal Information

Last Name: MacLeod _____ First Name: Charles _____

Address: 8307 Cedarspur Dr. _____ City: Houston _____ State: TX _____ Zip: 77055 _____

Home Phone: _____ Work Phone: 713-392-8500 _____

Email address: cwmacleod2@gmail.com _____

Occupation: Business Consultant - Oil & Gas _____

First Time Appointment: _____ Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): MBA, 1990 _____

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Participated in various charity organizations by volunteering my time; Food Bank of Houston, feeding the homeless through church, gathering school supplies, etc. _____

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I am passionate about our town and neighborhoods and want to help oversee future success for all residents. Since moving to Spring Valley, I have been interested in getting more involved. Hoping to help with another level of accountability.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
I have 25+ years' experience as a Corporate V.P. Business Development, Planning & Strategic Officer. _

I believe with my technical knowledge (geologist) and background in finance, combined with my prior experience, I can provide input and leadership to the planning committee.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ____ No: ☒ Possibly: ____

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: Charles MacLeod

Date: August 9, 2019_____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

RECEIVED

By: YLB Date: 8/12/19

Personal Information

Last Name: Nixon First Name: Dan

Address: 1029 Teresa Dr City: Houston State: TX Zip: 77055

Home Phone: 832-367-0493 Work Phone: na

Email address: dannixon@aggienetwork.com

Occupation: Retired

First Time Appointment: yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): MBA

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

None with Spring Valley Village. While living in Salado for 5 years, I served as the Investment Officer for the Village of Salado. Also have been active as a youth leader at Grace Presbyterian.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I've lived here for 30 years. Seems like time to serve doing something. I checked one box at the top, but I'm open to helping in other ways.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

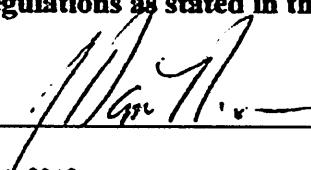
(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
I've worked as a CPA, as a Gen. Mgr. for a major Texas concrete producer, and worked actively

in Youth programs at 2 churches. Maybe that qualifies me to assist somewhere.

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: August 1, 2019

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

Personal Information

Last Name: WATER First Name: CAIR R.

Address: 9146 CARDWELL City: HBO State: TX Zip: 77055

Home Phone: 713-530-3400 Work Phone: 713-243-2235

Email address: CWATER@OUTLOOK.COM

Occupation: OIL MIDSTREAM LOGISTICS

First Time Appointment: ☒ Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): BBA Finance TAMU

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Nearly Retiree & Have Time For The
Commitment. Would Be My First.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

Interest in Real Estate Development/
Re-Development in The City. Retain
City's Culture & Character While Growing
Our Tax Base.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Have Successfully invested in R.G. Ventures
new home Rental Properties, Real Estate

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

2/15/19
Cesar R. Watson

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

DIVIDER PAGE

PLANNING & ZONING COMMISSION

§ 12.102 - Membership, Appointment, and Term of Office

- (a) Members The commission shall be composed of seven (7) regular members and one (1) alternate member. Members shall be resident citizens of the City of Spring Valley, Texas.
- (b) Selection and Period of Service
 - (1) The mayor shall select, subject to approval by the city council, the regular and alternate members of the commission. Commission members so selected and approved shall serve in such capacity for period of not more than two (2) years. Four (4) members of the commission will serve terms beginning on odd-numbered years, and four (4) members will serve terms beginning on even-numbered years. The alternate member shall serve in the absence of a regular member when requested to do so by the chairman of the commission. Vacancies for the unexpired term of any member whose term becomes vacant shall be filled by selection by the mayor, subject to approval by the city council. Newly selected members shall be duly sworn and installed at the first regular commission meeting or city council meeting after their appointment, or as soon thereafter as practicable. Members of the commission shall serve without compensation.
 - (2) Members shall serve at the pleasure of city council and are subject to removal by the city council at any time, with or without cause, and shall have no expectation of continued service either in the position or on the commission. A member who is absent from three (3) consecutive meetings of the commission shall be subject to removal by city council.

BOARD OF ADJUSTMENT

A1:A

Board Members : The Mayor shall appoint, subject to approval by the City Council, a Board of Adjustment. Such Board of Adjustment shall consist of five (5) members, each to be appointed for a term of two (2) years. Three (3) members of the Board shall serve terms beginning on odd-numbered years, and two (2) members shall serve terms beginning on even-numbered years. Members may be removed for cause by the appointing authorities upon written charges and after a public hearing. Any vacancy in the office shall be filled for the unexpired term of the member whose term vacant by appointment by the Mayor subject to approval by the City Council. (Ordinance 2017-14 adopted 7-18-17)

A1:B

Alternates : The Mayor shall also appoint, subject to approval by the City Council, four (4) alternate members of the Board of Adjustment who shall serve for the same period as the regular members, and shall be subject to removal as the regular members. Two (2) alternate members of the Board shall serve terms beginning on odd-numbered years, and two (2) alternate members of the Board shall serve terms beginning on even-numbered years. Any vacancies in the office of alternate members shall be filled for the unexpired term of the member whose term becomes vacant by appointment by the Mayor subject to approval by the City Council. The alternate members shall serve in the absence of one or more regular members when requested to do so by the Mayor and/or Chairman of the Board of Adjustment. (Ordinance 2017-14 adopted 7-18-17)

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A CONSENT TO ALLOW OLSON & OLSON, LL P TO ACT AS INTERMEDIARY IN A DISPUTE REGARDING THE FIRE DEPARTMENT ALONG BUNKER HILL VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONSENT; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	The attached Consent to Representation document would allow Olson and Olson, LLP to represent each of its Memorial Village cities with regard to the documents necessary to provide emergency services to Bunker Hill Village and to ultimately allow Bunker Hill Village back into the Village Fire Department as a member city. It would also allow the governing bodies of each of these cities to meet in executive session with their attorney to discuss these matters, without hiring separate counsel.
RECOMMENDATION:	None
ATTACHMENTS:	• Resolution Number 19-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Loren Smith, City Attorney	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A CONSENT TO ALLOW OLSON & OLSON, LL P TO ACT AS INTERMEDIARY IN A DISPUTE REGARDING THE FIRE DEPARTMENT ALONG BUNKER HILL VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONSENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Consent To Allow Olson & Olson, LI P To Act As Intermediary In A Dispute Regarding The Fire Department Along Bunker Hill Village, Texas, Hilshire Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas, And Spring Valley Village, Texas (hereinafter called "Consent"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Consent and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Consent and any and all documents necessary to effectuate such Consent on behalf of the City of Spring Valley Village;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Consent, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Consent and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Consent as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Consent.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

**CONSENT TO ALLOW OLSON & OLSON, LLP TO ACT AS INTERMEDIARY IN A
DISPUTE REGARDING THE FIRE DEPARTMENT AMONG BUNKER HILL
VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS,
HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS
AND SPRING VALLEY VILLAGE, TEXAS**

WHEREAS, the Cities of Bunker Hill Village, Texas, Hilshire Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas and Spring Valley Village, Texas (the “Cities”) together with the City of Hedwig Village, Texas, formed the Village Fire Department by a interlocal agreement dated December 20, 1978 (“1978 Interlocal Agreement”); and

WHEREAS, Olson and Olson, LLP serves as general counsel for each of the Cities; and

WHEREAS, a dispute has arisen with regard to the relationship of the City of Bunker Hill Village with the Village Fire Department under the 1978 Interlocal Agreement, as amended (the “Dispute”); and

WHEREAS, to resolve the Dispute and clarify the relationship of the City of Bunker Hill Village with the Village Fire Department and the other Cities, each of the Cities has been asked to consider approval of an Amendment to the 1978 Interlocal Agreement, a Mutual Release; and a fire protection and emergency services contract between the Village Fire Department and the City of Bunker Hill Village.

WHEREAS, the City of Bunker Hill Village has requested that Olson & Olson, LLP act as an intermediary to assist in resolving the Dispute among the Cities; and

WHEREAS, the State Bar Rules of Professional Conduct (the “Rules”) provide that a lawyer shall not represent opposing parties to the same litigation. But, the Rules provide that a lawyer may act as an intermediary between the lawyer’s clients if (1) the lawyer consults with each client concerning the implications of the common representation and obtains each client’s written consent to the common representation as provided by Rule 1.07(a)(1), and (2) the lawyer reasonably believes that the matter can be resolved without the necessity of contested litigation in a manner that has little risk of material prejudice to the interests of any of the clients as provided by Rule 1.07(a)(2), and (3) the lawyer reasonably believes that the common representation can be undertaken impartially and without improper effect on the other responsibilities the lawyer has to any of the clients; and

WHEREAS, Olson and Olson, LLP has fully disclosed to the undersigned City the existence, nature, implications and possible adverse consequences of the common representation and the advantages involved as provided by Rules, and is willing to act as an intermediary with the understanding that if the conditions in Rule 1.07 (a) are no longer satisfied, Olson & Olson shall withdraw as intermediary and not represent any of the Cities in the matter that was subject to the intermediation;

Now, therefore, each of the Cities does hereby agree to and consent as follows:

1. The facts and matters set forth in the preamble to this consent to allow Olson & Olson, LLP to act as an intermediary are incorporated herein.
2. Olson and Olson, LLP has fully disclosed the existence, nature, implications and possible adverse consequences and advantages of Olson and Olson, LLP's common representation of the undersigned City with regard to the matters described herein.
3. Each of the Cities, by approval of this Consent, consents to Olson and Olson, LLP acting as intermediary by and among the Cities to attempt resolution of the Dispute as under the conditions described herein.
4. The consent to representation is granted for the limited purpose of permitting Olson & Olson, LLP to act as an intermediary in advising the Cities with regard to the resolution of the Dispute.
5. This consent to representation shall become effective only upon the approval and execution of each of the Cities listed below.
6. Upon notice to Olson & Olson, LLP by any City, or upon determination by Olson & Olson, LLP itself, that the conditions of the consent to act as an intermediary required by Rule 1.07(a) are no longer satisfied, Olson & Olson, LLP shall withdraw as intermediary, and upon withdrawal, shall not continue to represent any of the Cities in the Dispute that was subject to the intermediation.

AGREED:

CITY OF BUNKER HILL VILLAGE, TEXAS

Mayor Robert P. Lord

ATTEST:

Britique L. Williams, City Secretary

CITY OF SPRING VALLEY VILLAGE, TEXAS

Mayor Tom Ramsey

ATTEST:

Roxanne Benitez, City Secretary

CITY OF HUNTERS CREEK VILLAGE, TEXAS

Mayor Jim Pappas

ATTEST:

Crystal Dozier, City Secretary

CITY OF PINEY POINT VILLAGE, TEXAS

Mayor Mark Kobelan

ATTEST:

Karen Farris, City Secretary

CITY OF HILSHIRE VILLAGE, TEXAS

Mayor Russell Herron

ATTEST:

Susan Blevins, City Secretary

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A MUTUAL RELEASE AGREEMENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND, INDIVIDUALLY, EACH OF ITS MEMBER CITIES HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS (COLLECTIVELY REFERRED TO AS "VFD") AND THE CITY OF BUNKER HILL VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH MUTUAL RELEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	The City received a letter dated August 2, 2019 from Grady Randle on behalf of Village Fire Department with three different documents related to readmitting Bunker Hill Village into the Village Fire Department, a copy of which is provided with this agenda item. To accomplish the readmittance of Bunker Hill Village and to provide for services to Bunker Hill will require each Village to execute the following documents: (1) Mutual Release Agreement between Bunker Hill Village and VFD as well as each member Village; (2) Amendment #5 to the 1978 Interlocal Agreement to allow VFD to contract for services with Bunker Hill; and (3) A new Interlocal Agreement between Bunker Hill and VFD for services. The VFD Commission has requested that each Village approve and execute these documents <u>without</u> change. This agenda item would approve the first document which is the Mutual Release Agreement.
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RECOMMENDATION:	None
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ATTACHMENTS:	- Resolution Number 19-XX - Copy of Letter Dated August 2, 2019 from Grady Randle on behalf of Village Fire Department
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received.
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

	☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:

Julie M. Robinson

SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:

Julie M. Robinson

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A MUTUAL RELEASE AGREEMENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND, INDIVIDUALLY, EACH OF ITS MEMBER CITIES HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS (COLLECTIVELY REFERRED TO AS "VFD") AND THE CITY OF BUNKER HILL VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH MUTUAL RELEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Mutual Release Agreement By And Between the Village Fire Department And, Individually, Each Of Its Member Cities Hilshire Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas, Hedwig Village, Texas, And Spring Valley Village, Texas (Collectively Referred To As "VFD") And The City Of Bunker Hill Village, Texas (hereinafter called "Mutual Release Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Mutual Release Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Mutual Release Agreement and any and all documents necessary to effectuate such Mutual Release Agreement on behalf of the City of Spring Valley Village;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Mutual Release Agreement, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Mutual Release Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Mutual Release Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Mutual Release Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT "A"

TO

RESOLUTION NUMBER 19-XX

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (“Agreement”) is entered this _____ day of _____, 2019, by and between The Village Fire Department, and individually, each of its member cities; the City of Hedwig Village, The City of Hilshire Village, The City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, hereinafter collectively referred to as (“VFD”), and the City of Bunker Hill Village, hereinafter (“Bunker Hill”). VFD and Bunker Hill may hereinafter be collectively referred to as the (“Parties”).

WHEREAS, on December 20, 1978, the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter’s Creek Village, Piney Point Village, and Spring Valley, Texas entered into an Interlocal Cooperation Agreement (“ILA”) to form the Village Fire Department; and

WHEREAS, under the ILA, each member city must either approve or reject the proposed annual budget of the VFD by August 31st of each calendar year; and

WHEREAS, on June 21, 2018, Bunker Hill rejected the VFD 2019 annual budget, which had been approved by each of the remaining member cities; and

WHEREAS, under the ILA, Bunker Hill was required to approve the Village Fire Department’s 2019 annual budget by September 30, 2018 in order to remain a member city of the VFD; and

WHEREAS, the City of Bunker Hill Village failed to timely approve the Village Fire Department’s 2019 annual budget by September 30, 2018; and

WHEREAS, a dispute exists between Bunker Hill and VFD regarding whether Bunker Hill has withdrawn as a member city of the VFD; and

WHEREAS, all parties desire to settle all claims, counterclaims, potential claims and potential counterclaims between them related to or arising out of the dispute regarding Bunker Hill’s rejection of the VFD’s 2019 annual budget and subsequent withdrawal from the Village Fire

Department, prior to the date of this Agreement, in order to avoid the substantial expense of litigation.

NOW, THEREFORE, for and in consideration of the mutual releases, conditions, covenants, and promises contained herein, the receipt and sufficiency of which are hereby acknowledged and confessed, it is agreed that:

Section 1. The City of Bunker Hill Village, their successors, assigns, heirs, executors, administrators, and legal representatives hereby release, compromise and forever discharge the Village Fire Department, and individually, each of its member cities the City of Hedwig Village, the City of Hilshire Village, the City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, individually and collectively, their agents, servants, employees, insurers, successors, assigns, heirs, executors, administrators, and legal representatives, from any and all claims, demands, damages, actions, or causes of action, asserted in connection with Bunker Hill's withdrawal from the Village Fire Department, or that could have been asserted for or because of any matter or things done, omitted, or suffered to be done by the Village Fire Department, prior to and including the date of this document. Bunker Hill further acknowledges that this release specifically includes, but is not limited to, any claims or potential claims under Article 13 of the Village Fire Department Interlocal Cooperation Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Village Fire Department, and individually, each of its member cities; the City of Hedwig Village, The City of Hilshire Village, The City of Hunters Creek Village, the City of Piney Point Village, and the City of Spring Valley Village, hereinafter collectively referred to as ("VFD"), their successors, assigns, heirs, executors, administrators, and legal representatives hereby release, compromise and forever discharge Bunker Hill, individually and collectively, their agents, servants, employees, insurers, successors, assigns, heirs, executors, administrators, and

legal representatives, from any and all claims, demands, damages, actions, or causes of action, asserted in connection with Bunker Hill's withdrawal from the Village Fire Department. Notwithstanding any other provision herein, VFD does not however, release, compromise or discharge any claims, demands, damages, actions, or causes of action based on obligations or liabilities which accrued prior to the effective date of Bunker Hill's withdrawal from the VFD, including but not limited to Bunker Hill's proportionate share of the pension fund.

Section 3. The Parties hereto further warrant and represent:

- (a) that they have full right, power and authority to release all claims as provided herein; that they are the sole owners of such claims and have not assigned all or any portion of the claims herein released; and that they have by these presents fully and forever released such claims;
- (b) that execution of this Agreement has been authorized by each signatory and is a valid and binding obligation of each such signatory individual or company and enforceable in accordance with its terms; and
- (c) each signatory has taken or will take all Action necessary to authorize the performance of all obligations imposed upon him or it by this Agreement.

Section 4. It is understood and agreed that the terms hereof are contractual and not merely recitals.

Section 5. Release by any party to this Agreement is solely in settlement of disputed or anticipated claims.

Section 6. This Mutual Release constitutes the entire agreement between and among the parties hereto relating to the subject matter hereof and no oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement

constitutes the entire Agreement by and between the Parties and may be modified or amended only in writing signed by all Parties. This Agreement specifically supersedes all conversational discussions, representations or agreements by and between the Parties with respect to the resolution of the differences and disputes existing between the Parties regarding Bunker Hill's withdrawal from the VFD.

Section 7. If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon the Parties.

Section 8. It is agreed that this Agreement is solely for the benefit of the Parties and shall not create any rights in any person not a party hereto, or in any way increase the rights of third persons or increase the obligations of any party hereto to any third person.

Section 9. Except as otherwise set forth in this Agreement, each of the Parties hereby represent and warrant: (1) that they have not previously assigned or transferred in any manner, or purported to have assigned or transferred in any manner, any of the rights, claims or interests released herein; and (2) that the person executing this Agreement on its behalf is duly authorized to do so, and that he or she is authorized to bind the Party to the terms set forth herein.

Section 10. It is understood and agreed that this Agreement and Mutual Release shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

Section 11. This Agreement and Mutual Release shall be construed, interpreted and implied, and any claim or controversy arising in respect thereto shall be determined in accordance with the laws of the United States and of the State of Texas. The laws of the State of Texas shall govern the validity, enforcement, and interpretation of this Agreement, without

giving effect to the principles of conflict of laws. The Parties further agree that any legal claims or disputes arising from this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas.

Section 12. Except as provided herein, Bunker Hill agrees to pay all attorney's fees and costs arising from this Agreement, as well as all related matters. Such attorney's fees and costs shall be paid by Bunker Hill to the VFD in the amount of \$90,000. Each of the Parties to this Agreement and their respective legal counsel have reviewed and approved this Agreement.

Section 13. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

VILLAGE FIRE DEPARTMENT:

By: _____
VILLAGE FIRE COMMISSION

Date: _____

BUNKER HILL VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HEDWIG VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HILSHIRE VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

PINEY POINT VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

SPRING VALLEY VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HUNTERS CREEK VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

Exhibit A

Village Fire Department Interlocal Agreement

VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into on the 20th day of December, 1978, by and between the City of Bunker Hill Village, Texas ("Bunker Hill"), the City of Hedwig Village, Texas ("Hedwig"), the City of Hilshire Village, Texas ("Hilshire"), the City of Hunters Creek Village, Texas ("Hunters Creek"), the City of Piney Point Village, Texas ("Piney Point"), and the City of Spring Valley, Texas ("Spring Valley"), all of which cities are hereinafter sometimes referred to as the "contracting cites."

ARTICLE 1.

RECITALS

1.01. For a number of years, each of the cities of Bunker Hill, Hedwig, Hilshire, Hunters Creek, Piney Point, and Spring Valley has contracted on an annual basis with the Spring Branch Fire Department, Incorporated, a non-profit corporation organized and existing under the laws of the State of Texas, for fire protection and emergency ambulance service for the property and inhabitants within its municipal boundaries. Each of said existing contracts with the Spring Branch Fire Department, Inc., expires on December 31, 1978. Such cities now wish to establish a common municipal fire department to provide fire protection and emergency ambulance service for the property and inhabitants of each such city from and after January 1, 1979.

1.02. In furtherance of the creation of such common municipal fire department, it is anticipated that the Spring Branch Fire Department, Inc., will be dissolved and, following the payment of any and all of its liabilities, the assets of such Department will be transferred to the respective contracting cities, each such city to receive that proportionate share of such assets equal to its proportionate contribution to the Spring Branch Fire Department, Inc., from 1973 through 1978, both inclusive. In turn, each contracting city will transfer its proportionate share to such assets to the common municipal fire department for the latter's use and benefit.

1.03. It is the desire of the contracting cities that such common municipal fire department shall be jointly owned and operated by such contracting cities; that it shall be known as the "VILLAGE FIRE DEPARTMENT"; and that it shall be created and established pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 513, page 1971, Acts of the 62nd Legislature of the State of Texas, 1971, Regular Session, as amended, compiled as Article 4413 (32c), Vernon's Texas Civil Statutes.

1.04. To supervise and administer the provisions of this agreement and the affairs of such VILLAGE FIRE DEPARTMENT, it is the desire of the contracting cities to create a Board of Commissioners of the VILLAGE FIRE DEPARTMENT, hereinafter sometimes referred to as the "Board of Commissioners"

1.05. The contracting cities intend to, and do hereby, agree that the VILLAGE FIRE DEPARTMENT and its Board of Commissioners shall enjoy the privileges and immunities of a municipal fire department under the laws of the State of Texas and the United States of America.

1.06. Bunker Hill, Hedwig, Hilshire, Hunters Creek, Piney Point, and Spring Valley wish to contract with each other to create the VILLAGE FIRE DEPARTMENT, such department to furnish fire protection and emergency ambulance service to each of the contracting cities, subject to the supervision and administration of its Board of Commissioners.

1.07. In consideration of the foregoing and of the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree, covenant, and bind themselves to the terms and provisions of this agreement.

ARTICLE 2.

TERM

Subject to the rights of termination set forth in ARTICLES 13 and 14 hereof, the term of this agreement shall be for a period of twelve years, beginning January 1, 1979, and terminating on December 31, 1990, and shall be automatically renewed for additional periods of five years each on its anniversary-termination date, unless written notice of termination or dissolution is received from one or more of the contracting cities at least four months (by September 1) prior to the expiration date of this agreement. (Amend 2 7/1985)

ARTICLE 3.

VILLAGE FIRE DEPARTMENT

3.01. **The contracting cities, each and all, do hereby create, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the VILLAGE FIRE DEPARTMENT, which shall be jointly owned and operated by the contracting cities, for the furnishing of fire prevention, protection, suppression, investigation and emergency ambulance service to the contracting cities and to the property and inhabitants therein and thereof. (Amend #4 3/9/2000)**

3.02. **The VILLAGE FIRE DEPARTMENT shall provide personnel to prevent, investigate, and suppress fire and to furnish emergency ambulance service to all of the contracting cities. All such personnel shall be commissioned as firefighters, and arson investigators shall be commissioned as peace officers, by each of the contracting cities. (Amend #4 3/9/2000)**

ARTICLE 4.

BOARD OF COMMISSIONERS

4.01. The affairs of the VILLAGE FIRE DEPARTMENT shall be administered by a Board of Commissioners. The Board of Commissioners shall consist of one commissioner from each of the contracting cities. Each of the contracting cities shall name its representative to such Board of Commissioners by formal resolution or ordinance of the governing body of such city. The commissioner thus named by any contracting city may be changed at will by formal resolution or ordinance of the governing body of such contracting city. In the event of such change of commissioners, the contracting city making such change shall immediately give notice thereof by furnishing a certified copy of such resolution or ordinance effecting such change to all other contracting cities. Notice shall be given in the manner provided for in ARTICLE 9 of this agreement.

4.02. In addition to its commissioner, each contracting city shall name one alternate commissioner, who shall serve in the event of the absence of the commissioner of such city.

Such alternate commissioner shall be named, and may be changed, in the same manner and with the same notice as a commissioner.

ARTICLE 5.

POWERS AND RESPONSIBILITIES OF BOARD OF COMMISSIONERS

5.01. The Board of Commissioners is specifically empowered to:

- a. Adopt by-laws and rules of procedure for the orderly execution of its duties.
- b. Prepare and submit an annual budget for the VILLAGE FIRE DEPARTMENT, on a calendar year basis, to each contracting city on or before June 30 of the year next preceding for the year for which the budget is proposed.
- c. Collect the funds paid by each of the contracting cities for the providing of fire protection and emergency ambulance service as contracted for herein and pursuant to the formula for payment set forth herein.
- d. Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those services contemplated by this Agreement. Any intra-budget transfer of funds, regardless of amount, from a budgeted reserve for major capital items, and any intra-budget transfer of other funds or combination or accumulation of intra-budget transfers of such other funds in excess of \$10,000.00 **must first be approved by the favorable vote of the governing bodies of contracting cities representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement. All non-budgeted expenditures, regardless of amount, must first be approved by the governing body of each of the contracting cities. It is specifically provided, however, that the expenditure of funds from a budget contingency account would not constitute a non-budgeted expenditure. (Amend #1 4/1/1983)**

Funds budgeted as a reserve for major capital items shall be shown in the budget under an account entitled "Reserve For Major Capital Items". Such funds shall be invested **by the Board of Commissioners** in short term certificates of deposit or other interest bearing accounts. The

interest earned on such funds shall be credited to and become a part of the budgeted account "Reserve For Major Capital Items". **(Amend #1 4/1/1983)**

For the purpose of this agreement, the term "major capital items" shall mean fire fighting or emergency ambulance vehicles or apparatus having a value in excess of \$10,000.00. The funds budgeted to the account "Reserve For Major Capital Items", and all earnings thereon, may be expended only for major capital items, unless their expenditure for some other purpose, **which must relate to the affairs of the Village Fire Department**, is first approved by the governing bodies of contracting cities **representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement.** **(Amend #1 4/1/1983)**

In its submittal of each proposed budget, the Board of Commissioners shall indicate to the contracting cities its estimate of the amount of funds, budgeted and earned, which will be in the account "Reserve For Capital Items" **account** at the end of the then current fiscal year, and may request that such amount, together with such additional amount as the Board of Commissioners may deem appropriate, but budgeted under such account for the **next** succeeding year. **(Amend #1 4/1/1983)**

e. Prepare monthly statements of accounts, income received, and expenses paid during said month and cumulatively during the current calendar year. Copies of all such statements shall be delivered to each of the contracting cities each month.

f. Prepare a table of organization of the VILLAGE FIRE DEPARTMENT designed to provide for the orderly operation of the VILLAGE FIRE DEPARTMENT and the furnishing of the services described herein.

g. Prescribe the policies to be followed by the Chief of the VILLAGE FIRE DEPARTMENT in the use of department resources and the furnishing of the services described in the agreement.

h. Purchase, receive, lease, or otherwise acquire any and all personal property necessary to the performance of the fire and ambulance services described herein and prescribe standards of accountability, preservation, and use of such personal property.

i. Maintain accounting records in accordance with generally accepted accounting principles. Such records of account shall be kept at the office of the VILLAGE FIRE DEPARTMENT and shall be made available at all reasonable times for inspection by any duly authorized representative of any of the contracting cities.

j. To the extent permitted by law, enter into such contracts, within the limits of the applicable approved budget, and exercise all powers appropriate or necessary to effectuate any or all of the purposes and powers set forth herein.

k. To employ, assign, reassign, promote, demote, discipline and discharge any and all officers and employees of the Village Fire Department, all of whom shall serve and hold their offices or employment at the pleasure of the Board of Commissioners. It is specifically provided, however, that said Board of Commissioners may by resolution duly adopted delegate to the Fire Chief of said Department any or all of the following authority: to employ, assign, reassign, promote, demote, discipline, or discharge all or specified personnel within the Department. (Amend #1 4/1/1983)

l. Establish, impose, and collect reasonable charges for emergency medical services provided by the VILLAGE FIRE DEPARTMENT. (Amend #3 12/1/1995)

5.02. The Board of Commissioners shall hold at least ten meetings a year. A majority of the members of the Board shall constitute a quorum for the transaction of business. Any and all actions of the Board of Commissioners, other than actions relating to the expenditure of funds for major capital items, as that term is defined in ARTICLE 5, Section 5.01d hereof, and to the approval of a proposed budget, may be approved by a favorable vote of a majority of the members present. Any and all actions relating to the expenditures or disbursement of funds for major capital items and to the approval of a proposed budget must be approved by the favorable vote of a majority of the fiscal voting strength of the entire Board. Such fiscal voting strength shall be computed as follows:

The representative (Commissioner) of each contracting city shall have a vote equal in strength to such city's proportionate share or interest in the VILLAGE FIRE DEPARTMENT, as such proportionate share or interest is established under the provisions of ARTICLE 6 of this Agreement.

5.03. A member of the Board of Commissioners shall be designated as Chairman and another member designated as Vice Chairman. The positions of Chairman and Vice Chairman shall change on May 1 of each calendar year to insure that such positions will be rotated among the representatives of the contracting cities. From January 1, 1979, through April 30, 1979, the commissioner from Spring Valley shall be Chairman and the commissioner from Hunters Creek shall be Vice Chairman. From May 1, 1979, through April 30, 1980, the commissioner from Hunters Creek shall be Chairman and the commissioner from Hilshire shall be Vice Chairman. From May 1, 1980, through April 30, 1981, the commissioner from Hilshire shall be Chairman and the commissioner from Hedwig shall be Vice Chairman. The complete order of rotation of such positions by city shall be Hunters Creek, Hilshire, Hedwig, Bunker Hill, Piney Point, and Spring Valley. The authorities and duties of the Chairman and Vice Chairman shall be the same as the authorities and duties of the other commissioners, except that the Chairman shall call and preside at all meetings of the Board of Commissioners. The Vice Chairman shall call and preside at meetings in the absence of the Chairman. Meetings of the Board of Commissioners may also be called by a majority of the members of the Board. Notice of all meetings shall be given within the time and the manner required by law.

ARTICLE 6

APPROVAL AND FUNDING OF BUDGET

6.01. The proposed annual budget submitted to the contracting cities by June 30 of each year shall be either approved or rejected by each of the contracting cities on or before August 31 of such year. The failure of the governing body of a contracting city to reject such proposed budget by such date (August 31) shall constitute approval of such proposed budget by such city. If such proposed budget is timely rejected by a contracting city, notice of such rejection must be given by such rejecting city to all other contracting cities within three days of such rejection and the reasons for such rejection must be delivered to all other contracting cities within seven days of such rejection. The failure on the part of the rejecting city to give such notice or to perfect such delivery within the time specified shall constitute approval of such proposed annual budget by such city.

6.02. The provisions of this Section shall apply to the annual budget of the Village Fire Department of 1985 and all subsequent years. If the proposed annual budget is timely approved by at least a majority in number of the contracting cities, it shall constitute the official budget of the Village Fire Department for the ensuing calendar year. In such event, any contracting city which has rejected such budget shall have until September 30 of the year in which approval or rejection of such proposed budget is considered to approve the budget thus approved and continue as a participating city in the Village Fire Department. Failure of any such city to approve such budget by such date shall constitute notice of termination of this agreement by such city. In that event, and notwithstanding any other provision of the agreement, such city, or cities, may elect either (1) to remain in and receive the services of the Village Fire Department during the ensuing calendar year or (2) to withdraw from such Department as of December 31 of the then current calendar year. Notice in writing of such election must be given by such city or cities to the Board of Commissioners of the Village Fire Department and to the governing bodies of all other contracting cities on or before October 15 of such year. Failure to give such notice shall constitute an election to withdraw from the Department as of December 31 of the then current calendar year. (Amend #2 7/1985)

If any such city elects to remain in and receive the services of the Department during the ensuing calendar year, such city shall be obligated to, and by such election agrees to, pay its proportionate share of the annual budget of the Department for such ensuing year. The standards and procedures concerning the distribution of assets set forth in Article 13 of the Agreement shall govern and such distribution shall be made to the withdrawing city on or before the last day of such ensuing calendar year. (Amend #2 7/1985)

If any such city elects to withdraw from the Department as of December 31 of the year in which such proposed budget is considered and approved, the standards and procedures concerning the distribution of assets set forth in Article 13 hereof shall govern and such distribution shall be made to the withdrawing city on or before July 1 of the ensuing calendar year, or as soon thereafter as practical. (Amend #2 7/1985)

The withdrawal of a contracting city from the Village Fire Department under the provisions of this Article shall not relieve such city of any obligation or liability of the Department and its member cities which may have accrued prior to the effective date of such city's withdrawal. (Amend #2 7/1985)

6.03. Each of the contracting cities agree to provide funds for its proportionate share of each annual budget, as such budget is approved by the contracting cities for the Village Fire Department beginning with the calendar year 1985 and all subsequent years embraced within the term of this Agreement. The proportionate share of the various contracting cities shall be as follows:

Bunker Hill Village	19.00%
Hedwig Village	18.50%
Hilshire Village	3.00%
Hunters Creek Village	22.25%
Piney Point Village	21.00%
Spring Valley	16.25%

(Amend #2 7/1985)

6.04. On or before January 10 of each calendar year, each contracting city shall pay to the Village Fire Department three twenty-fourths of such city's share of the Department's budget for such year. Thereafter, on or before the 10th day of the months of February through November, each contracting city shall make monthly payments to the Department of one-twelfth of such city's share of the Department's current annual budget; and, on or before December 10 of such year, each contracting city shall make a payment to the Department of one twenty-fourth of such city's share of the Department's current annual budget. (Amend #2 7/1985)

ARTICLE 7.

USE OF LAND AND IMPROVEMENTS

7.01. Each of the contracting cities has acquired, or will acquire prior to January 1, 1979, an undivided interest in a leasehold estate in and to that certain tract of land situated in the City of Hedwig Village, Harris County, Texas, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes. It has been and it is hereby agreed that the contracting cities will share in the cost of a building, provided the initial cost thereof is first

approved by each of said cities, to be constructed on such tract of land at the earliest possible time and that such land and building may and shall be used and occupied exclusively by the VILLAGE FIRE DEPARMTNET for the duration of this agreement.

7.02. Each contracting city's interest in and to such leasehold estate and the building to be constructed thereon, and each such city's obligation with respect to the rental price of such land and the cost of constructing such building, shall be that percentage of such purchase price and cost of construction as the city's total assessed valuation of taxable property for municipal ad valorem tax purposes for the year 1978 bears to the total assessed valuation of taxable property for such purposes of all such contracting cities for the year 1978.

ARTICLE 8.

OWNERSHIP OF PERSONAL PROPERTY

To the extent permitted by law, the VILLAGE FIRE DEPARTMENT shall hold title to all equipment, vehicles, furniture, and supplies acquired and used by it. Such property shall be held in trust for the contracting cities.

ARTICLE 9.

NOTICE

Any notice required to be given by the terms of this agreement shall be given by registered or certified mail, return receipt requested, to the contracting cities at the following mailing addresses:

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

City of Hedwig Village
955 Piney Point Road
Houston, Texas 77024

City of Hilshire Village
8301 Westview
Houston, Texas 77055

City of Hunters Creek Village
1 Hunters Creek Place
Houston, Texas 77024

City of Piney Point Village
7676 Woodway, Suite 300
Houston, Texas 77063

City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Notice may be given also by actual delivery of such notice to the Mayor or City Secretary of the city in the office of such contracting city during normal business hours on any day other than a Saturday, a Sunday, or an official state or national holiday. Notice of change of address shall be given in like manner.

ARTICLE 10.

SERVICE OR PROCESS AND CITATION

10.01. Upon receipt of service of process naming the VILLAGE FIRE DEPARTMENT, as the fire department for the contracting cities, the Board of Commissioners shall cause a complete copy of such process to be delivered promptly to each of the contracting cities.

10.02. The Board of Commissioners of the VILLAGE FIRE DEPARTMENT is not authorized to and shall not accept service of citation or other process for the contracting cities upon any matter, including, specifically, matters which are the subject of the agreement.

ARTICLE 11.

INSURANCE

For the protection of the officers and employees of the VILLAGE FIRE DEPARTMENT, its Board of Commissioners, the contracting cities, their respective mayors, aldermen, officers, and employees, the Board of Commissioners shall obtain written proposals for and, by such process, shall acquire and maintain in force throughout the term of this agreement the following minimum insurance coverage:

- a. Workmen's compensation insurance.

b. Fidelity and surety insurance covering theft, embezzlement, and other wrongful fraudulent taking, pledging, appropriation, or use of any funds or property of the VILLAGE FIRE DEPARTMENT.

c. Comprehensive liability insurance coverage, and contractual coverage where applicable, on all such personnel in the amounts of \$500,000.00/\$1,000,000.00. Each contracting city shall also be named on the face of the policy as an insured.

d. Public liability insurance coverage on all vehicles providing coverage of \$100,000.00 for one person, \$300,000.00 for one accident, \$100,000.00 property damage. Each contracting city shall also be named on the face of the policy as an insured.

e. Physical damage insurance coverage on all vehicles for their actual cash values, less such comprehensive and collision deductible amounts as the Board deems reasonable and prudent.

f. An umbrella insurance policy, in excess of the limits prescribed in c. and d. above, providing at least \$1,000,000.00 in additional coverage. Each contracting city shall also be named on the face of the policy as an insured.

ARTICLE 12.

CONTROL OF PERSONNEL AND EQUIPMENT

All fire department personnel shall be under the direction, control and supervision of the VILLAGE FIRE DEPARTMENT. All vehicles and equipment owned and operated, either or both, by the VILLAGE FIRE DEPARTMENT shall be used only for official departmental business.

ARTICLE 12A

NEPOTISM

No person shall be employed by the Village Fire Department who is related within the second degree by affinity or within the third degree by consanguinity to the Chief of the Department, to a member or an alternate member of the Board of Commissioners of the Department, or to a member of the governing body of any of the contracting cities. It is specifically provided, however, that the foregoing prohibition shall not apply to or affect

the continued employment of a person within the Department who was employed or appointed to his position with the Department at least two years prior to the employment, appointment, or election of the person within the prohibited degree of relationship to him. (Amend #1 4/1/1983)

ARTICLE 13.

TERMINATION OR NON-RENEWAL

Notice of termination or non-renewal of this agreement by a contracting city must be delivered at least four months (by September 1) prior to an anniversary date of this agreement. Upon timely delivery of notice of termination or non-renewal from one or more, not exceeding five, contracting cities, each of the remaining contracting cities shall have the right to terminate or not renew such agreement, provided it delivers notice of such fact on or before November 1 next following such initial notice of termination or non-renewal. Should one or more, not exceeding five, contracting cities give timely notice of such termination or non-renewal, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notice of termination or non-renewal, shall remain in force and effect for one additional year, such additional year to commence on the first anniversary date next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's proportionate share or interest, as heretofore defined, in the assets, other than the leasehold estate and permanent improvements situated thereon, of the VILLAGE FIRE DEPARTMENT. The then fair market value of such assets shall be used in determining the value of such proportionate share and such city's proportionate share shall be based on its average participating percentage during the years it was a participating city in the VILLAGE FIRE DEPARTMENT. In the event the contracting cities cannot agree on the then fair market value of such assets, such value shall be determined by three qualified appraisers. One such appraiser shall be selected by the terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be

selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the fair market value of such assets. The three appraisals or determinations shall be averaged and such average shall be the basis from which the value of each city's proportionate share shall be computed.

The fair market value of such assets shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession or right of possession of such assets and execute the necessary papers to evidence receipt of such consideration and to sell and transfer its or their interest in such assets to the remaining contracting city or cities.

c. The following shall apply with respect to land or leasehold estate and permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's or cities' interest in the leasehold estate, itself, described on Exhibit A attached hereto and made a part hereof, for the sum of \$10.00, and shall purchase for cash such terminating or non-renewing city's or cities' interest in the permanent improvements situated on such land, such interest to be the proportionate percentage contribution toward the cost of constructing such permanent improvements by such city or cities, at each such city's proportionate share of the then cost of reconstructing such improvements new, less an adjustment for their actual age and condition and remaining right of use under the lease of the land upon which the same are situated. In the event the contracting cities cannot agree on the value of such improvements based on their reconstruction cost new less the adjustments described above, such value, to be ascertained by such method, shall be determined by three accredited members of the American Institute of Real Estate Appraisers. One such appraiser shall be selected by the terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the cost of reconstructing new such improvements, less an adjustment for their actual age and condition and remaining right of use under the lease of

the land upon which they are situated. The three appraisals or determinations shall be averaged and such average shall constitute the value from which each city's proportionate share or interest shall be computed. The value of such improvements shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession of such land and improvements and execute the necessary papers to evidence receipt of such consideration and to convey or assign its interest in such land or leasehold estate and improvements to the remaining contracting city or cities.

d. Notwithstanding any provision of this ARTICLE 13, the contracting cities may mutually agree to any other suitable withdrawal, terminating, and distribution procedure.

ARTICLE 14.

DISSOLUTION

This agreement shall be terminated and the VILLAGE FIRE DEPARTMENT dissolved upon receipt of timely notice of termination or non-renewal as prescribed herein from all the contracting cities. Upon timely delivery of notice of termination or non-renewal from all such contracting municipalities, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notices of termination or non-renewal, shall remain in full force and effect for one additional year, such additional year to commence on the first anniversary date of this agreement next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. The assets of the VILLAGE FIRE DEPARTMENT, other than interests in land and permanent improvements situated thereon, shall be sold for the best price possible and the proceeds of such sale shall be distributed among the then participating cities according to each such city's average participation percentage during the years it was a participating city in such Department.

c. The leasehold estate and the permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT shall, to the extent permissible under such lease, be assigned or sold for the best price possible and the proceeds of such assignment and sale, either or both, shall be distributed among the cities then having an interest in such leasehold estate and permanent improvements according to each such city's proportionate percentage contribution toward the cost of constructing and, if applicable, purchase of such permanent improvements.

d. It is specifically understood and agreed that any of said then participating cities shall have the right to purchase any or all of said assets, leasehold estate, and permanent improvements, provided such city pays consideration for such assets, leasehold estate, and permanent improvements, any or all, equal to or in excess of that consideration offered or bid by any other person or organization.

e. Notwithstanding any provision of this ARTICLE 14, the contracting cities may mutually agree to any suitable dissolution and distribution procedure.

ARTICLE 15.

REMOVAL OF HEDWIG

Notwithstanding any other provision of this agreement, in the event that Hedwig, without its consent, is removed as a contracting and participating party by the other contracting cities, other than for its failure to approve a proposed budget, its failure to timely pay its share of an approved budget, or its breach of this agreement, Hedwig shall have the right to require, within the time and subject to the terms and conditions hereafter set forth, such other contracting cities to cease any and all operations on and from the leased premises (as described on Exhibit A attached hereto) and the permanent improvements situated thereon, to transfer and assign their interests therein to Hedwig, and to surrender possession thereof to Hedwig.

Should Hedwig desire to assert its rights and assume its obligations hereunder, the following procedure, terms, and conditions will control:

Within ninety days after such removal, Hedwig must notify each of the remaining contracting cities that, because of such removal, it is invoking its rights and assuming its obligations under the provisions of ARTICLE 15 of this Interlocal Cooperation Agreement.

Within three years after the date of such notice in writing, the remaining contracting cities must cease any and all operations on or from such leased premises and permanent improvements, transfer and assign all of their right, title, and interest in and to the same to Hedwig, and surrender possession thereof to Hedwig, provided they are first compensated by Hedwig as follows:

Hedwig must pay to each of the remaining contracting cities an amount of money equal to the value of such remaining contracting city's proportionate interest in such leased premises and such permanent improvements, such values to be determined in the manner prescribed in ARTICLE 13 hereof, or an amount of money equal to such remaining contracting city's actual contribution toward the construction cost of such permanent improvements, which ever is greater.

Such payments by Hedwig must be made to such remaining contracting cities on or before 15 months from the date of such notice in writing or, if Hedwig prefers, as an alternative it may, within such 15 month period, escrow such funds with any duly chartered banking institution in Harris County, Texas.

Should Hedwig choose to make such payments to such remaining contracting cities, upon receipt of the same of each of such other cities shall deliver to Hedwig duly authorized and executed documents transferring and assigning to Hedwig all of such other city's right, title, and interest in and to such leased premises and permanent improvements. In addition, from the date of such payments until such remaining contracting cities cease any and all operations on and from such leased premises and permanent improvements and surrender possession thereof to Hedwig, which in no event shall exceed three years from the date of such notice in writing, said remaining contracting cities shall pay to Hedwig, monthly in advance, the fair rental value of such permanent improvements. If Hedwig and such remaining contracting cities cannot agree on such rental value, the same shall be determined by three accredited members of the American Institute of Real Estate Appraisers who shall be appointed and who shall arrive at a fair monthly rental value in a manner consistent with the procedure provided in ARTICLE 13 of this agreement.

Should Hedwig elect to escrow such funds rather than pay them to the remaining contracting cities, an appropriate escrow agreement shall be entered into by the parties and the

escrow agent. Such agreement shall provide that such funds shall be paid over to the remaining contracting cities according to their respective proportionate interests in such permanent improvements, which proportionate interests shall be set for in the escrow agreement, upon such cities certifying in writing to the escrow agent that they have ceased any and all operations on and from such leased premises and permanent improvements and that the date of such cessation occurred prior to three years after the date of Hedwig's notice in writing, and upon delivery by such cities to the escrow agent of duly authorized and executed documents transferring and assigning all of their respective right, title, and interests in and to such leased premises and permanent improvements to Hedwig. Such escrow agreement shall provide further that Hedwig shall be entitled to any and all interest earned by such funds while they are escrowed and shall be responsible for any charges of the escrow agent.

The foregoing notwithstanding, it is specifically understood and agreed that the aforementioned payments by Hedwig to the remaining contracting cities shall not be required if the term of the lease (under which such leased premises were leased by the Spring Branch Independent School District to the contracting cities) expires within the three year period immediately following the date of Hedwig's said notice in writing. In that event, upon termination of such lease, the remaining contracting cities shall cease any and all operations on or from such leased premises and permanent improvements; however, such remaining contracting cities shall retain any rights they may have under such lease to remove permanent improvements from the leased premises.

ARTICLE 16.

DAMAGES FOR BREACH

Maintaining uninterrupted fire prevention and suppression and emergency ambulance service in each contracting city is of paramount importance. Therefore, each contracting city agrees that the terms of this agreement will be deemed to be breached by a contracting city (1) upon a contracting city's failure to timely remit (within thirty days) its proportionate share of the budgeted funds, as provided for herein; or (2) upon the withdrawal of the contracting city from this agreement in a manner inconsistent or not in accordance with the terms hereof. A city breaching the terms of this agreement shall forfeit any claim it may have to any of the assets

other than real property (land, leasehold estate, and permanent improvements situated thereon) of the VILLAGE FIRE DEPARTMENT.

ARTICLE 16A

AMENDMENT OF AGREEMENT

This Interlocal Cooperation Agreement may be amended at any time by the written approval of the governing bodies of all of the contracting cities. (Amend #1 4/1/1983)

ARTICLE 17.

ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto with respect to the matters covered hereby and correctly sets for the rights, duties, and obligations of each to the others as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.

ARTICLE 18.

PARTIAL INVALIDITY

If any term, provision, covenant, or conditions of this agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

DIVIDER PAGE



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

August 2, 2019

Dear Fire Commissioners, Mayor and City Council,

Attached are various agreements concerning readmitting Bunker Hill into the Village Fire Department (VFD). The VFD Commission is requesting that each of you execute and return these documents. To accomplish this each member village must execute the documents without change. The 1978 Interlocal acts as a "partnership agreement" among the 5 remaining villages. A change by one village would necessitate consent to the change by all other villages.

To accomplish the readmittance of Bunker Hill and to provide for services to Bunker Hill will require executing the following:

1. Mutual Release between Bunker Hill and the VFD as well as each member village
2. Amendment #5 to the 1978 Interlocal to allow the VFD to contract for services with Bunker Hill
3. New Interlocal between Bunker Hill and the VFD for services

I have enclosed a checklist for you to use even though I know each of you knows how to execute a contract; but this checklist helps me to manage the 24 copies. Once the multiple original documents are executed please forward them to my attention at the address shown on this letter and I will hold them in trust until all villages, including Bunker Hill, have executed all agreements. Once I have received all documents then I will assemble them and forward a copy to all villages and to the VFD.

Sometime later, a 4th document will be circulated that will amend and modernize the 1978 Interlocal.

If you have any questions, please call.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.

A handwritten signature in cursive script, reading "J. Grady Randle".

J. Grady Randle, President

T 281-657-2000

F 832-476-9554

www.jgradyrandlepc.com

Village of _____

MUTUAL RELEASE

- Authorize by Council action (at least by minute order) the execution of the Mutual Release
- Execute 4 originals
- Forward three originals plus this checklist to

Randle Law Office

% J. Grady Randle

820 Gessner, Suite 1570

Houston, TX 77024

- When available forward certified minutes authorizing the execution of the above.

AMENDMENT #5 TO 1978 INTERLOCAL AGREEMENT

- Authorize by Council action (at least by minute order) the execution of the Amendment #5
- Execute 4 originals
- Forward three originals plus this checklist to

Randle Law Office

% J. Grady Randle

820 Gessner, Suite 1570

Houston, TX 77024

- When available forward certified minutes authorizing the execution of the above.

INTERLOCAL FOR SERVICES

- Authorize by Council action (at least by minute order) the execution of the Interlocal for Services
- Execute 4 originals
- Forward three originals plus this checklist to

Randle Law Office

% J. Grady Randle

820 Gessner, Suite 1570

Houston, TX 77024

- When available forward certified minutes authorizing the execution of the above.

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC: Resolution No. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AMENDMENT #5 TO THE VILLAGE FIRE DEPARTMENT INTERLOCAL COOPERATION AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: As indicated in the previous agenda item, Amendment #5 to the Village Fire Department Interlocal Agreement is one of the documents required to be approved by each Village in order to facilitate the readmittance of Bunker Hill Village and to provide for services to Bunker Hill.

Amendment #5 specifically empowers the Board of Commissioners to enter into a contract to provide fire and emergency medical services to the City of Bunker Hill Village. This agenda item would approve Amendment #5 to the Village Fire Department Interlocal Agreement which is the second document.

RECOMMENDATION: None

ATTACHMENTS: • Resolution No. 19-XX

FUNDING ISSUES:

☒ Not applicable – no dollars are being spent or received.

☐ Full amount already budgeted in Acct/Project# _____

☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:

☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____

☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AMENDMENT #5 TO THE VILLAGE FIRE DEPARTMENT INTERLOCAL COOPERATION AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, on December 20, 1978, the City of Spring Valley Village entered into an Interlocal Cooperation Agreement with the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, and Piney Point Village to establish the Village Fire Department that would be jointly owned and operated by the cities to provide fire and emergency medical services to each of the cities ("Village Fire Department Interlocal Cooperation Agreement"); and

WHEREAS, the City Council has before it a proposed Amendment #5 to the Village Fire Department Interlocal Cooperation Agreement ("Amendment #5), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Amendment #5 and all related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of Amendment #5 and to authorize the Mayor to execute Amendment #5 on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Amendment #5 to the Village Fire Department Interlocal Cooperation Agreement.

Section 3. The City Council also authorizes the Mayor to execute Amendment #5 on behalf of the City of Spring Valley Village and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

Village Fire Department Interlocal Cooperation Agreement Amendment #5

Pursuant to Article 16A. of the Village Fire Department Interlocal Cooperation Agreement, all contracting cities hereby approve the following amendment to Article 5 thereof:

Article 5.

“5.04. Notwithstanding any other article or provision herein, the Board of Commissioners is specifically granted the power to enter into a contract to provide fire and emergency medical services (“EMS”) to the City of Bunker Hill Village. Such contract for services shall require the unanimous approval of the Board of Commissioners.

(Amend #5 __/__/2019)”

This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Amendment agreement.

HEDWIG VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HILSHIRE VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

PINEY POINT VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

SPRING VALLEY VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

HUNTERS CREEK VILLAGE:

By: _____
Mayor

Date: _____

ATTESTED:

City Secretary

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Resolution No. 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE VILLAGE FIRE DEPARTMENT BOARD OF COMMISSIONERS TO EXECUTE AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
BACKGROUND:	As indicated in a previous agenda item, an Interlocal Agreement for Fire Protection and Emergency Services Between the City of Bunker Hill Village and the Village Fire Department is one of the documents required in order to facilitate the readmittance of Bunker Hill Village and to provide for services to Bunker Hill. Since the City of Spring Valley Village is not an individual member to the proposed Interlocal Agreement, the Board of Commissioners has requested that the Council authorized the Board to execute the proposed Interlocal Agreement. This agenda item would provide the requested authorization to execute the Interlocal Agreement which is the third document.
RECOMMENDATION:	None
ATTACHMENTS:	• Resolution No. 19-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE VILLAGE FIRE DEPARTMENT BOARD OF COMMISSIONERS TO EXECUTE AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented an Interlocal Agreement for Fire Protection and Emergency Services between the City of Bunker Hill Village, Texas and the Village Fire Department (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Village Fire Department Board of Commissioners should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the Village Fire Department and its participating cities, including the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Village Fire Department Board of Commissioners is hereby authorized to execute the Agreement and empowered, for and on behalf of the Village Fire Department and its participating cities, including the City of Spring Valley Village, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Board of Commissioners be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITY OF BUNKER HILL VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITY OF BUNKER HILL VILLAGE, TEXAS (the "City" or "Bunker Hill"), a municipal corporation of the State of Texas, and VILLAGE FIRE DEPARTMENT ("VFD"), a Local Governmental Entity of the State of Texas. The City and the VFD are herein referred to collectively as "the Parties."

WHEREAS, on December 20, 1978, the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter's Creek Village, Piney Point Village, and Spring Valley Village, Texas entered into an Interlocal Cooperation Agreement (1978 Interlocal) to form the Village Fire Department; and

WHEREAS, Bunker Hill acknowledges that their prior actions constituted a unilateral withdrawal from the VFD, through no fault or liability of the VFD; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), and 791.003(4)(A) allow local governments, including municipalities, to contract with one another to perform governmental functions and services, including fire protection; and

WHEREAS, Bunker Hill Village desires to contract with the Village Fire Department for the provision of certain fire protection and emergency services to the residences and businesses located within the incorporated area of Bunker Hill; and

WHEREAS, entry into this Agreement would be beneficial and not detrimental to the City; and

WHEREAS, entry into this Agreement would not be detrimental to the Village Fire Department.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

I.
PURPOSE

Section 1.1 The purpose of this Agreement is to provide for certain fire protection and emergency services to the residences and businesses located within the corporate limits of Bunker Hill.

II.
TERM

Section 2.1 This Agreement shall be for a term of forty-eight (48) months beginning on January 1, 2020 through December 31, 2023 ("Agreement Term").

III.
OBLIGATIONS OF THE VILLAGE FIRE DEPARTMENT

Section 3.1 In consideration for payment, and other consideration to be provided to the VFD under the terms of this Agreement, the VFD will provide Fire and Emergency Services within the corporate limits of Bunker Hill ("Designated Area"), at the same level and in the same manner as Fire and Emergency Services are provided to the member cities of the VFD. For purposes of this Agreement, Fire and Emergency Services includes, but is not limited to, fire suppression, prevention of fire spread, hazardous materials control, fire marshalling, fire inspection services, rescue, and other emergency services to the public as necessary and as dispatched. Fire and Emergency Services also includes emergency medical services ("EMS").

Section 3.2 The VFD shall provide Fire and EMS Services to Bunker Hill on a 24-hour per day, 7-day per week basis. The VFD shall respond to a request for assistance to the Designated Area in the same manner, and at the same level as it responds to a request for assistance by any member city of the VFD.

IV.
OBLIGATIONS OF BUNKER HILL VILLAGE

Section 4.1 Bunker Hill shall pay to the VFD the Contract Price as defined herein. The Contract Price shall be an amount equal to 19% of the VFD's Annual Budget as amended each year during the Agreement term. The Annual Budget is defined as the budget submitted to the member cities of the VFD and approved by most of the member cities for a particular year and any amendments. The Contract Price for Fiscal Year 2018/2019 is attached hereto as Exhibit A. The Contract Price shall be adjusted annually as necessary to reflect the Annual Budget and any amendments, and any adjustment to the Contract Price shall be set forth in an amended Exhibit A.

Section 4.2 On or before January 10 of each calendar year during the Agreement Term, Bunker Hill shall pay to the VFD three twenty-fourths of the Contract Price. Thereafter, on or before the 10th day of the months of February through

November, Bunker Hill shall make monthly payments to the VFD of one-twelfth of the Contract Price. On or before December 10 of each year during the Agreement Term, Bunker Hill shall make a payment to the VFD of one twenty-fourth of the Contract Price.

Section 4.3 The VFD shall provide an accounting of costs for each year after final audited financial statements for that year are completed. The VFD may credit Bunker Hill, based on the amount Bunker Hill paid to the VFD as part of the Annual Budget, for any surplus funds remaining in the general fund of the adopted Annual Budget applicable to this Agreement at the conclusion of each closed fiscal year, if a credit is applied to the member cities of the VFD. Bunker Hill shall pay the VFD, Bunker Hill's proportionate share, in an amount equal to 19% of the total for funds and expenditures which are approved by the VFD, in excess of the adopted Annual Budget applicable to this Agreement at the conclusion of each closed fiscal year for such excess.

Section 4.4 Bunker Hill acknowledges that the VFD may invest in capital infrastructure, staffing or equipment. The VFD acknowledges that Bunker Hill may invest in additional capital infrastructure, staffing or equipment to serve only Bunker Hill. Notwithstanding any fire or EMS station created by Bunker Hill, the Parties agree that the VFD will continue to provide Fire and Emergency Services to Bunker Hill during the Agreement Term. Bunker Hill releases any claims to any assets of the VFD.

Section 4.5 Bunker Hill acknowledges that during the Agreement Term, Bunker Hill is a customer of the VFD. During the Agreement Term, Bunker Hill will not be a member of the VFD and will have no voting rights. Bunker Hill shall, however, remain responsible for any obligation or liability of the VFD which accrues during the Agreement Term, including but not limited to, a proportionate share of the VFD pension fund. If Bunker Hill is admitted to membership before the end of the term of this agreement, Bunker Hill agrees that it shall not serve as the Chairman or Vice Chairman of the Village Fire Commission.

Section 4.6 Bunker Hill shall pay its proportionate share of the VFD pension liability in an amount equal to 19% of the current Village Fire Department pension liability as of December 31st of each year from the latest report entitled Texas Municipal Retirement System Actuarial Valuation of Participating Municipalities. Payment shall be made to the VFD and such pension liability shall be held in an interest-bearing escrow account by the VFD. Such pension liability payments will be paid in three (3) equal annual installments to be paid annually by Bunker Hill to the VFD on January 1, 2020, January 1, 2021 and January 1, 2022, respectively which shall be refunded with interest to Bunker Hill once they are admitted to full membership. Failure of Bunker Hill to make the payments here under shall be considered a material breach.

Section 4.7 In addition to the pension liability in Section 4.6, Bunker Hill shall pay its proportionate share in an amount equal to 19% of any increase to the current VFD pension liability from the preceding year. Bunker Hill will be responsible for paying 19% of such sum to the VFD to be held in escrow on January 1, 2020. To the extent that

any pension liability for the Fiscal Year 2019/2020 exceeds the audited pension liability for Fiscal Year 2018/2019, Bunker Hill will be responsible for paying 19% of such sum to the VFD on January 1, 2021. To the extent that any pension liability for the Fiscal Year 2020/2021 exceeds the audited pension liability for Fiscal Year 2019/2020, Bunker Hill will be responsible for paying 19% of such sum to the VFD on January 1, 2022. Payment of any such increased pension liability funds must be made to the VFD and such pension liability shall be held in escrow. For purposes of this Agreement, pension liability means any other past employment benefits (“OPEB”), as well as any non-OPEB benefits, including but not limited to Texas Municipal Retirement System benefits.

Section 4.8 Bunker Hill may not operate EMS services within the corporate limits of Bunker Hill, or any other service already provided by the VFD without prior written permission of the VFD. Violation of this provision is a material breach of this Agreement.

Section 4.9 Upon completion of the Agreement Term, or upon the termination of this Agreement, Bunker Hill shall not be relieved of any obligation or liability of the VFD which may have accrued prior to the termination of the Agreement. This provision specifically includes, but is not limited to, any and all pension liabilities which accrue during the Agreement Term.

V. EQUIPMENT AND PERSONNEL

Section 5.1 The VFD agrees to provide the personnel necessary to administer the Fire and Emergency Services under this Agreement. The VFD shall remain responsible for the payment of all salaries, benefits, insurance or other funds necessary for the personnel who provide Fire and Emergency Services under this Agreement, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including but not limited to the Texas Commission on Fire Protection, for the Fire and Emergency Services provided under this Agreement.

Section 5.2 The VFD agrees to provide the equipment, including firefighting equipment necessary to accomplish the Fire and Emergency Services required under this Agreement.

Section 5.3 The Parties expressly acknowledge and agree that: 1) Bunker Hill has no power to control or supervise the manner and means chosen by the VFD to carry out the Fire and Emergency Services specified in this Agreement; and 2) that Bunker Hill shall not accrue or acquire any equity or ownership interest in any equipment, assets or personnel provided by the VFD under this Agreement.

VI. REPORTS

Section 6.1 The VFD will provide written reports to Bunker Hill concerning the

Fire and Emergency Services provided within the Designated Area at least quarterly. The VFD will provide other information related to this Agreement as reasonably requested by Bunker Hill.

VII. OPTION PERIOD

Section 7.1 Following the Agreement Term, Bunker Hill may become a participating member of VFD, under the 1978 Interlocal, as amended from time to time now or in the future provided that Bunker Hill is in good standing under this Agreement and gives written notice of its intent to exercise this option to become a member of the VFD. Such notice must be provided to the VFD on or before May 1, 2022.

Section 7.2 Notwithstanding any other provision herein, should Bunker Hill fail to provide notice of its intent to exercise the option to become a member of the VFD by May 1, 2022, Bunker Hill must pay the greater of 1) the Contract Price; or 2) the prevailing market rate, as determined by the VFD, for similar privately contracted services in Harris County, Texas for the remainder of the Agreement Term.

VIII. LIABILITY

Section 8.1 Pursuant to Texas Government Code Section 791.006, the Parties agree, that Bunker Hill assumes all responsibility for any civil liability that arises from all services furnished or obtained under this Agreement. Nothing in this section is intended to add to or change the liability limits and immunities for the Parties provided by the Texas Tort Claims Act, or other law.

Section 8.2 The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IX. TERMINATION

Section 9.1 Termination for Cause. In the event that Bunker Hill fails to pay any obligations under this agreement, or otherwise materially breaches this agreement the VFD has the right to terminate this Agreement for cause after giving Bunker Hill written notice of such default and Bunker Hill fails to cure such default to the satisfaction of the VFD within ninety (90) business days of receipt of such notice, or a greater time if permitted in writing by the VFD. The allegation of default shall not relieve either Party from its respective obligations under this Agreement until this Agreement is actually terminated.

Section 9.2 Termination of this Agreement shall not relieve Bunker Hill of its

obligation to pay for Fire and Emergency Services which were provided prior to termination, on a pro-rated basis through the date of termination or the end of the budget year of the VFD, whichever is longer, nor shall such termination relieve Bunker Hill of its obligation to pay for its proportionate share, in an amount equal to 19% of any VFD pension liability.

Section 9.3 Termination of this Agreement shall extinguish all other rights, duties, and obligations of the VFD under this Agreement, except as otherwise provided herein or in a written termination agreement.

X. NOTICE

Section 10.1 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered or mailed and emailed as follows:

For VFD: Fire Chief
 Village Fire Department
 901 Corbindale Rd.
 Houston, Texas 77024
 Foster@villagefire.org

and

Randle Law Office
Grady Randle
820 Gessner Rd. Ste. 1570
Houston, Texas 77024
grady@jgradyrandlepc.com

For Bunker Hill:

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024
[email]

XI. MUTUAL AID

Section 11.1 The VFD shall retain the right to seek aid from other emergency service providers for emergencies within Bunker Hill's boundaries in accordance with other mutual aid interlocal agreements. The parties also agree that the VFD may render aid to other fire departments outside Bunker Hill's boundaries.

XII. AMBULANCE REVENUES

Section 12.1 Bunker Hill acknowledges that it is not entitled to any return of departmental ambulance revenues received by the VFD.

XIII. DISPUTE RESOLUTION

Section 13.1 If a dispute arises under this Agreement that the Parties are unable to resolve by agreement, the Parties agree to refer the dispute to non-binding mediation prior to filing a lawsuit.

XIV. MISCELLANEOUS PROVISIONS

Section 14.1 No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party to this Agreement, and no such person or entity shall have any cause of action under this Agreement.

Section 14.2 No term or provision in this Agreement is intended, nor shall be construed, to create a partnership, joint venture, or agency arrangement between any of the Parties.

Section 14.3 Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party.

Section 14.4 No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within this Agreement.

Section 14.5 This Agreement may not be modified or amended except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Section 14.6 The Parties agree that this Agreement, and all disputes arising under this Agreement, shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Harris County, Texas.

Section 14.7 Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation herein shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Section 14.8 This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained in this Agreement.

Section 14.9 This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Section 14.10 Neither Party may assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Section 14.11 The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement. All funds to paid hereunder by either party shall be from current funds only.

Section 14.12 A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 14.13 The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section of this Agreement.

Section 14.14 The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement which shall be and continue in full force and effect.

Section 14.15 The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Section 14.16 This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

XV. ACKNOWLEDGMENTS

Section 15.1 By entering into this agreement, Bunker Hill acknowledges that they are not an acting member of the VFD. Bunker Hill further acknowledges that their actions on September 28, 2018 constituted a unilateral withdrawal from the VFD, through no fault or liability of the VFD.

Section 15.2 The parties specifically acknowledge and agree that Bunker Hill has no voting or operating control over the VFD, and nothing herein shall be interpreted to the contrary.

Section 15.3 The Parties agree that budget expenditures in past years are no indication of future VFD Annual Budgets. The VFD may increase or decrease the Annual Budget from year to year as provided in the Village Fire Department Interlocal Agreement as amended. The VFD may specifically include any future infrastructure expenses or improvements in the Annual Budget and may adopt or amend operating funds as determined by the VFD Commissioners.

Section 15.4 The parties specifically acknowledge and agree that the VFD or its member cities may form an Emergency Services District at any time during the Agreement Term, without the consent of Bunker Hill. The parties further acknowledge that this agreement shall not bind any Emergency Services District to the terms of this agreement.

Section 15.5 This Agreement shall become effective upon the date on which it is executed by the latter of the Parties. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

[Signatures on following pages]

Approved by the City Council, City of Bunker Hill Village, Texas, in its meeting held on the _____ day of _____ 2019 and executed by its authorized representative.

CITY OF BUNKER HILL VILLAGE

By: _____
Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Approved by the Village Fire Commission in its meeting held on the
_____day of_____2019 and executed by its authorized representative.

VILLAGE FIRE DEPARTMENT

By:_____

ATTEST:

By:_____

APPROVED AS TO FORM:

By:_____

Grady Randle, Attorney for Village Fire
Department

Exhibit A

(2018/2019 Budget)

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Consider Acceptance Of An Effective Tax Rate Of \$0.421384 Per \$100 Valuation And A Rollback Tax Rate Of \$0.440167 Per \$100 Valuation For The Fiscal Year Beginning October 1, 2019 And Ending September 30, 2020.
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BACKGROUND:	Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. There are four principles to truth-in-taxation: 1. Property owners have the right to know of increases in their property's appraised value and to be notified of the taxes that could result from the new value. 2. A municipality must calculate and publish its effective and rollback tax rates before adopting an actual tax rate. 3. A municipality must publish special notices and hold two public hearings before adopting a tax rate that exceeds the lower of the rollback rate or the effective tax rate. 4. If the municipality adopts a rate that exceeds the rollback rate, voters may petition for an election to limit the rate to the rollback rate. Although the actual calculation can become more complicated, a municipality's effective tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The resulting tax rate, used for comparison purposes only, shows the relationship between the prior year's revenue and the current year's values. For the City of Spring Valley Village, the rollback tax rate is generally equal to 8% above the effective tax rate. The City contracts with Spring Branch Independent School District Tax Assessor/Collector to calculate its effective and rollback tax rates. For Fiscal Year 2019-2020, the Spring Branch ISD Tax Assessor/Collector has calculated an effective tax rate of \$0.421384 per \$100 Valuation and a rollback tax rate of \$0.440167 per \$100 valuation for the City of Spring Valley Village.
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ACTIONS TAKEN

APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 st ☐ 2 nd ☐ 3 rd	

**Spring Valley Village City Council
Agenda Item Data Sheet**

Section 26.04(e) of the Property Tax Code requires Spring Branch ISD Tax Assessor/Collector to submit the calculated effective and rollback tax rates to the City Council for acceptance and to publish those tax rates in the City's official newspaper. The publication of the City's 2019 effective and rollback tax rates will occur on September 4, 2019 in the Memorial Examiner, the City's official newspaper. The notice will also be posted on City's website.

The 2019 Effective and Rollback Tax Rates are therefore presented to the City Council for acceptance.

RECOMMENDATION: Staff recommends acceptance of the 2019 Effective and Rollback Tax Rates.

ATTACHMENTS: • 2019 Effective Tax Rate & Rollback Tax Rate worksheets

FUNDING ISSUES: ☒ Not applicable – no dollars are being spent or received.
☐ Full amount already budgeted in Acct/Project# _____
☐ Not budgeted.

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER
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DIVIDER PAGE

2019 Tax Rate Calculation Worksheet

Date: 08/14/2019 11:41 AM

Taxing Units Other Than School Districts or Water Districts

City of Spring Valley Village

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the effective tax rate and rollback tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet for School Districts.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Rollback Tax Rate Worksheet.

This worksheet is provided to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: Effective Tax Rate (No New Taxes)

The effective tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the effective tax rate should decrease.

The effective tax rate for a county is the sum of the effective tax rates calculated for each type of tax the county levies.

Effective Tax Rate Activity	Amount/Rate
1. 2018 total taxable value. Enter the amount of 2018 taxable value on the 2018 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). ¹	\$1,222,784,352
2. 2018 tax ceilings. Counties, cities and junior college districts. Enter 2018 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2018 adjusted taxable value. Subtract Line 2 from Line 1.	\$1,222,784,352
4. 2018 total adopted tax rate.	\$0.430000/\$100
5. 2018 taxable value lost because court appeals of ARB decisions reduced 2018 appraised value. A. Original 2018 ARB Values.	\$107,721,487
B. 2018 values resulting from final court decisions.	\$91,550,282
C. 2018 value loss. Subtract B from A. ³	\$16,171,205
6. 2018 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$1,238,955,557
7. 2018 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2018. Enter the 2018 value of property in deannexed territory. ⁴	\$0
8. 2018 taxable value lost because property first qualified for an exemption in 2019. Note that lowering the amount or percentage of an existing exemption does not create a new	

exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2018 market value:	\$0
B. Partial exemptions. 2019 exemption amount or 2019 percentage exemption times 2018 value:	\$808,371
C. Value loss. Add A and B. ⁵	\$808,371
9. 2018 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2019. Use only properties that qualified in 2019 for the first time; do not use properties that qualified in 2018.	
A. 2018 market value:	\$0
B. 2019 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁶	\$0
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$808,371
11. 2018 adjusted taxable value. Subtract Line 10 from Line 6.	\$1,238,147,186
12. Adjusted 2018 taxes. Multiply Line 4 by Line 11 and divide by \$100.	\$5,324,032
13. Taxes refunded for years preceding tax year 2018. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2018. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018. ⁷	\$86,230
14. Taxes in tax increment financing (TIF) for tax year 2018. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0. ⁸	\$0
15. Adjusted 2018 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14. ⁹	\$5,410,262
16. Total 2019 taxable value on the 2019 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. ¹⁰	
A. Certified values:	\$1,257,105,410
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control and energy storage system exemption : Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. Tax increment financing: Deduct the 2019 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2019 taxes will be deposited	\$0

into the tax increment fund. Do not include any new property value that will be included in Line 21 below. ¹¹	
E. Total 2019 value. Add A and B, then subtract C and D.	\$1,257,105,410
17. Total value of properties under protest or not included on certified appraisal roll.¹²	
A. 2019 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. ¹³	\$29,887,855
B. 2019 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. ¹⁴	\$31,332,290
C. Total value under protest or not certified: Add A and B.	\$61,220,145
18. 2019 tax ceilings. Counties, cities and junior colleges enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2018 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$0
19. 2019 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$1,318,325,555
20. Total 2019 taxable value of properties in territory annexed after Jan. 1, 2018. Include both real and personal property. Enter the 2019 value of property in territory annexed. ¹⁶	\$9,090,025
21. Total 2019 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2018. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2018, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2019. ¹⁷	\$25,308,814
22. Total adjustments to the 2019 taxable value. Add Lines 20 and 21.	\$34,398,839
23. 2019 adjusted taxable value. Subtract Line 22 from Line 19.	\$1,283,926,716
24. 2019 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100. ¹⁸	\$0.421384/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2019 county effective tax rate. ¹⁹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(15)

⁵Tex. Tax Code Section 26.012(15)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012

¹¹Tex. Tax Code Section 26.03(c)

¹²Tex. Tax Code Section 26.01(c) and (d)

¹³Tex. Tax Code Section 26.01(c)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(13)

⁸Tex. Tax Code Section 26.03(c)

¹⁴Tex. Tax Code Section 26.01(d)

¹⁵Tex. Tax Code Section 26.012(6)

¹⁶Tex. Tax Code Section 26.012(17)

SECTION 2: Rollback Tax Rate

The rollback tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O):** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus eight percent. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt:** The debt tax rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The rollback tax rate for a county is the sum of the rollback tax rates calculated for each type of tax the county levies. In most cases the rollback tax rate exceeds the effective tax rate, but occasionally decreases in a taxing unit's debt service will cause the effective tax rate to be higher than the rollback tax rate.

Rollback Tax Rate Activity	Amount/Rate
26. 2018 maintenance and operations (M&O) tax rate.	\$0.356274/\$100
27. 2018 adjusted taxable value. Enter the amount from Line 11.	\$1,238,147,186
28. 2018 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$4,411,196
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2018. Enter amount from full year's sales tax revenue spent for M&O in 2018 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$0
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2018: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2018. This line applies only to tax years preceding tax year 2018.	\$0
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 16D, enter 0.	\$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For taxing unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$4,411,196

SECTION 3: Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its effective and rollback tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its effective tax rate and/or rollback tax rate because it adopted the additional sales tax.

Activity	Amount/Rate
41. Taxable Sales. For taxing units that adopted the sales tax in November 2018 or May 2019, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2018, skip this line.	\$0
42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ²¹ Taxing units that adopted the sales tax in November 2018 or in May 2019. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ²² - or - Taxing units that adopted the sales tax before November 2018. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
43. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,318,325,555
44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.	\$0/\$100
45. 2019 effective tax rate, unadjusted for sales tax. ²³ Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.	\$0.421384/\$100
46. 2019 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2018 or in May 2019. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2018.	\$0.421384/\$100
47. 2019 rollback tax rate, unadjusted for sales tax. ²⁴ Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.	\$0.440167/\$100
48. 2019 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.	\$0.440167/\$100

¹⁷Tex. Tax Code Section 26.012(17)

¹⁸Tex. Tax Code Section 26.04(c)

¹⁹Tex. Tax Code Section 26.04(d)

²⁰Tex. Tax Code Section 26.041(d)

²¹Tex. Tax Code Section 26.041(i)

²²Tex. Tax Code Section 26.041(d)

²³Tex. Tax Code Section 26.04(c)

²⁴Tex. Tax Code Section 26.04(c)

SECTION 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Additional Rollback Protection for Pollution Control Activity	Amount/Rate
49. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ²⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ²⁶	\$0
50. 2019 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.	\$1,318,325,555
51. Additional rate for pollution control. Divide Line 49 by Line 50 and multiply by \$100.	\$0/\$100
52. 2019 rollback tax rate, adjusted for pollution control. Add Line 51 to one of the following lines (as applicable): Line 39, Line 40 (counties) or Line 48 (taxing units with the additional sales tax).	\$0.440167/\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

Effective tax rate (Line 24; line 25 for counties; or line 46 if adjusted for sales tax)	\$0.421384
Rollback tax rate (Line 39; line 40 for counties; or line 48 if adjusted for sales tax)	\$0.440167
Rollback tax rate adjusted for pollution control (Line 52)	\$0.440167

SECTION 6: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the taxing unit.

print here

Printed Name of Taxing Unit Representative

sign here

Taxing Unit Representative

Date

²⁵Tex. Tax Code Section 26.045(d)

²⁶Tex. Tax Code Section 26.045(i)

City of Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: August 27, 2019

TOPIC: Ordinance Number 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2019 APPRAISAL ROLL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: Approval of the certified appraisal roll by the Council is an annual process required by the Texas Property Tax Code. The roll lists all the taxable property and values within the City limits for 2018.

There are three main parts to the property tax system. First, the Harris County Appraisal District (HCAD) sets the value of the property in our City's limits each year. Second, the Appraisal Review Board (ARB) settles any disagreements between the taxpayers and the HCAD about the value of any property under protest. Third, the City decides how much money it will need to spend to provide services to taxpayers. This determines the total amount of taxes that will need to be collected.

January 1 marks the beginning of the property appraisal process. What a property is used for on January 1, market conditions at that time, and who owns the property on that date determine whether the property is taxed, its value, and who is responsible for paying the tax.

Between January 1 and April 30, the HCAD processes applications for tax exemptions, agricultural appraisals and other tax relief. Around June 1, the ARB begins hearing protests from property owners who believe their property values are incorrect or who did not get exemptions or agricultural appraisals. The ARB is an independent panel of citizens responsible for handling protests about the HCAD's work. When the ARB finishes its work, the HCAD gives the City a list of taxable property.

The preliminary appraisal was provided by the HCAD on April 30, 2019, and the certified appraisal roll was provided on August 16, 2019. The certified appraisal roll is utilized by the City in the calculation one of the City's largest revenue source. The Chief Appraiser certifies the appraisal roll that allows the City to calculate and submit the effective and rollback tax rates. The Certified Appraisal Roll lists all the taxable property and values

ACTIONS TAKEN

APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 st ☐ 2 nd ☐ 3 rd	

**City of Spring Valley Village City Council
Agenda Item Data Sheet**

within the City's limits for 2019. The net taxable value on the 2019 Certified Appraisal Roll is \$1,257,105,410 and the ARB (uncertified value) estimated taxable value total is \$29,887,855. Based on current year revenue projections, staff recommends approving 100% of the roll under protest which is \$31,332,290. Therefore, the 2019 Certified Appraisal Roll is \$1,318,325,555.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	- Ordinance Number 2019-XX 2019 Certified Roll
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted.
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER

ORDINANCE NUMBER 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2019 APPRAISAL ROLL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Harris County Appraisal District ("HCAD") prepares the certified appraisal roll and roll under protest of the taxable property in the City of Spring Valley Village, Texas; and

WHEREAS, the City uses the certified appraisal roll and roll under protest received from the HCAD to calculate the tax rate and rollback tax rate applicable to taxable property in the City; and

WHEREAS, approval by the City of the certified appraisal roll is required by State law as an integral part of the City's ability to levy and collect property taxes; and

WHEREAS, the City Council does hereby find and determine that the 2019 Appraisal Roll certified by HCAD should be approved;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

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

Section 2. The City Council hereby approves the 2019 certified appraisal roll of the City in the amount of \$1,318,325,555 assessed valuation, based on the approved roll and 100% of the roll under protest as approved by the Appraisal Review Board of the HCAD.

Section 3. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Section 4. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares

it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. This Ordinance shall be in full force and effect from and after its date of passage, in accordance with law.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Spring Valley Village, Texas, this the 27th day of August, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE

Mailing Address:
Office of the Chief Appraiser
P.O. Box 920975
Houston, TX 77292-0975



Harris County Appraisal District

13013 Northwest Fwy, Houston, Texas
 Information Center: (713)957-7800

August 16, 2019

Christine A. Porter
 Assessor Collector
 City of Spring Valley
 P O Box 19037
 Houston TX 77224 -9037

Dear Ms. Porter:

On August 2, 2019, the Appraisal Review Board of Harris County approved the 2019 appraisal records under Sec. 41.12, Tax Code. Accordingly, I am certifying this year's appraisal roll to each taxing unit.

Approved & Certified Accounts

Accounts on your certified roll include accounts on which no protest was filed, as well as accounts for which the ARB has completed the protest process.

Uncertified Accounts

We have also included a report listing accounts that are still under protest and those which we believe to be taxable in your jurisdiction but which are not yet included on your certified roll. Estimated values for these properties are summarized in the enclosed reports. Final certified values for these properties will be provided on later supplemental rolls.

Other Information

Also included in your certification packet is a sheet titled "WHERE TO FIND." This sheet notes where to find information you will need to calculate your effective and rollback tax rates. The certified residential homestead report includes a summary of average residential values in your unit, which is information required for your tax rate hearing notices.

Please review the homestead exemption data in your printouts to ensure that we used the most current information on your exemption rates. Also, remember that homestead exemptions may be claimed up to two years after the delinquency date for the taxes on the homestead. This means that your tax base will be reduced by late applications filed during this extended application period.

Additional value loss may result from provisions in the Tax Code that allow for district court, SOAH, or arbitration appeal of ARB decisions; late protests; and corrections.

Sincerely,

Roland Altinger, CAE, RPA, CTA
 Chief Appraiser

Enclosures

**HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS**

**THE STATE OF TEXAS, }
COUNTY OF HARRIS. }**

**2019
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
City of Spring Valley**

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2019 appraisal roll of properties taxable by City of Spring Valley. The roll is delivered in electronic form.

The total appraised value now on the appraisal roll for this unit is: \$1,669,935,891

The taxable value now on the appraisal roll for this unit is: \$1,257,105,410

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$29,887,855

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$31,332,290

Signed this 16th day of August, 2019



Roland Altinger

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2019 appraisal roll on this the _____ day of _____, 2019

Where to Find 2019 Tax Rate Calculation Data

Comptroller Worksheet Line	Description	Source
1.	2018 Total Taxable Value	Year Compare Recap
	Losses due to 2018 Sec. 25.25(d) hearings	Tax Rate Worksheet Line 9
2A. ISD's 2. Other districts	2018 Taxable value of over-65 and disability homesteads with tax ceilings (school districts, counties, cities, and junior college districts)*	Year Compare Exemption Recap
5.	2018 Taxable value lost because court appeals of ARB decisions reduced 2018 appraised value.	Tax Rate Worksheet Line 7
8.	2018 Taxable value lost because property first qualified for an exemption in 2019. (Value includes VTX)	Tax Rate Worksheet Line 3
9.	2018 Taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational / scenic appraisal or public access airport special appraisal in 2019.	Tax Rate Worksheet Line 4
15. ISD's 16. Other districts	Total 2019 taxable value on the 2019 certified appraisal roll today	Year Compare Recap
15B. ISD's 16C. Other districts	Pollution control value exempted	Tax Rate Worksheet Line 8
16A. ISD's 17A. Other districts	2019 Taxable value of properties under protest	Uncertified Summary HTS
16B. ISD's 17B. Other districts	2019 Estimated value of properties neither under protest nor included on certified appraisal roll	Uncertified Summary OTHER & PTS
17A. ISD's 18. Other districts	2019 Taxable value of over-65 and disability homesteads with tax ceilings (school districts, counties, cities, and junior college districts)*	Year Compare Exemption Recap
19. ISD's 20. Other districts	2019 Taxable value of properties in territory annexed since January 1, 2018	Tax Rate Worksheet Line 6
20. ISD's 21. Other districts	2019 Taxable value of new improvements, new personal property located in new improvements, and new improvements to land	Tax Rate Worksheet Lines 1,2 & 11

Note: If your unit deannexed property after January 1, 2018, your assessor will need to determine the value lost due to deannexation. Our computer system is unable to calculate deannexation value. We have reported the amount exempted as a result of the \$500 personal property and mineral exemptions under line 3A of the Tax Rate Worksheet report. You will find calculations of the average appraised and market values of homesteads on your roll recap.

*HCAD's estimate of accounts with tax ceilings.

Harris County Appraisal District

Certified Roll

LAST UPDATED: 08/02/2019

Tax Rate Worksheet

Data Summary For Jurisdiction 080 For Tax Year 2019

1.	Real Property New Improvements Value.....	\$25,308,814
2.	Personal Property New Improvements Value.....	\$0
3.	Last Year Taxable Value Becoming Exempt This Year.....	\$808,371
	A. Totally Exempt.....	\$0
	B. Partially Exempt.....	\$808,371
4.	Last Year Taxable Value Lost Due To New AG Use This Year.....	\$0
	A. Taxable Value.....	\$0
	B. Productivity Value.....	\$0
5.	Current Year Taxable Value of Over-65 Homesteads Transferred to Surviving Spouse.....	\$884,000
6.	Current Year Taxable Value Added by Annexations Last Year *	\$9,090,025
7.	Value Loss From Prior Year Lawsuits ****	\$16,171,205
	A. Initial Value.....	\$107,721,487
	B. Final Value.....	\$91,550,282
8.	TNRCC Pollution Control Exemption.....	\$0
9.	Last Year Losses Due To Substantial Error Corrections.....	\$0
10.	Current Year Appraised Value Loss Due to Capped Accounts.....	\$10,107,913
11.	New Improvements to the Land ***	\$0
12.	Market Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **	
	A. Preceding Year.....	\$22,131,010
	B. Current Year Estimated.....	\$37,235,153
13.	Appraised Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **	
	A. Preceding Year.....	\$21,954,623
	B. Current Year Estimated.....	\$37,219,380
14.	Exemption Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **	
	A. Preceding Year.....	\$3,239,185
	B. Current Year Estimated.....	\$1,541,667
15.	Taxable Value of Properties Not Under Protest and Not Included on the Appraisal Roll Certification **	
	A. Preceding Year.....	\$18,715,438
	B. Current Year Estimated.....	\$35,677,713

* Annexation value may include property added to your jurisdiction as the result of boundary adjustments in the GIS system and/or jurisdiction code corrections. Examples: 1. You may have gained a property that due to a previously unrecognized boundary error was not coded to you. 2. A business located in another district last year moved into your district this year.

** Does Not Include Hearing Loss

*** Applies to MUD Districts only

**** Multi location account values are the countywide values which are included in the total values and accounts with jur splits do not report jur specific value - Please see original roll for jurisdiction values

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY		YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
A1	Real, Residential, Single-Family	2019	1,442	346.4564	1,314,771,140	0	247,324,707	1,067,446,433
		2018	1,487	358.5439	1,285,540,416	0	242,982,066	1,042,558,350
			-0.03%	-0.03%	0.02%	0.00%	0.02%	0.02%
A2	Real, Residential, Mobile Homes	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B1	Real, Residential, Multi-Family	2019	1	0.5957	1,025,501	0	0	1,025,501
		2018	1	0.5957	930,505	0	0	930,505
			0.00%	0.00%	0.10%	0.00%	0.00%	0.10%
B2	Real, Residential, Two-Family	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B3	Real, Residential, Three-Family	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B4	Real, Residential, Four- or More-Family	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C1	Real, Vacant Lots/Tracts	2019	39	8.0592	8,204,659	0	84,770	8,119,889
		2018	48	7.8602	11,464,384	0	77,064	11,387,320
			-0.19%	0.03%	-0.28%	0.00%	0.10%	-0.29%
C2	Real, Vacant Commercial	2019	4	2.5924	5,906,945	0	0	5,906,945
		2018	12	8.7721	8,838,403	0	0	8,838,403
			-0.67%	-0.70%	-0.33%	0.00%	0.00%	-0.33%
C3	Real, Vacant	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
D1	Real, Qualified Agricultural Land	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
D2	Real, Unqualified Agricultural Land	2019	0	0.0000	0	0	0	0
		2018	0	0.0000	0	0	0	0
			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
E1 Real, Farm & Ranch Improved	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F1 Real, Commercial	2019	20	52.7356	150,442,684	0	0	150,442,684
	2018	20	50.3831	123,814,222	0	0	123,814,222
		0.00%	0.05%	0.22%	0.00%	0.00%	0.22%
F2 Real, Industrial	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
G1 Oil and Mineral Gas Reserves	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
G2 Real Property Other Mineral Reserves	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
H1 Tangible, Vehicles	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
H2 Tangible, Goods In Transit	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
I1 Real, Banks	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J1 Real & Tangible Personal, Utility Water	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J2 Gas Companies	2019	1	0.0000	645,480	0	0	645,480
	2018	1	0.0000	610,190	0	0	610,190
		0.00%	0.00%	0.06%	0.00%	0.00%	0.06%
J3 Electric Companies	2019	1	0.0000	1,199,110	0	0	1,199,110
	2018	1	0.0000	1,128,220	0	0	1,128,220
		0.00%	0.00%	0.06%	0.00%	0.00%	0.06%

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
J4 Telephone Companies	2019	5	2.3502	9,321,209	0	0	9,321,209
	2018	6	2.3502	9,000,442	0	0	9,000,442
		-0.17%	0.00%	0.04%	0.00%	0.00%	0.04%
J5 Railroads	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J6 Pipelines	2019	2	1.4400	15,682	0	0	15,682
	2018	2	1.4400	15,682	0	0	15,682
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
J7 Major Cable Television Systems	2019	2	0.0000	894,940	0	0	894,940
	2018	2	0.0000	848,240	0	0	848,240
		0.00%	0.00%	0.06%	0.00%	0.00%	0.06%
L1 Tangible, Commercial	2019	140	0.0000	12,124,841	0	227,291	11,897,550
	2018	286	0.0000	22,689,868	0	1,404,564	21,285,304
		-0.51%	0.00%	-0.47%	0.00%	-0.84%	-0.44%
L2 Tangible, Industrial	2019	5	0.0000	189,987	0	0	189,987
	2018	19	0.0000	1,592,699	0	345	1,592,354
		-0.74%	0.00%	-0.88%	0.00%	0.00%	-0.88%
M1 Tangible, Nonbusiness Watercraft	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
M2 Tangible, Nonbusiness Aircraft	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
M3 Tangible, Mobile Homes	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
M4 Tangible, Miscellaneous	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
N1 Intangibles	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
01 Inventory	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
02 Inventory	2019	0	0.0000	0	0	0	0
	2018	1	0.2250	775,120	0	0	775,120
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
S1 Dealer Inventory	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
U0 Unknown	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XA Public Property for Housing Indigent Persons	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XB Income Producing Personal Property (<\$500)	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XC Mineral Interest (<\$500)	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XD Improving Property for Housing w/ Volunteer Labor	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XE Community Housing Development Organizations	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XF Assisting Ambulatory Health Care Centers	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XG Primarily Performing Charitable Functions	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XH Developing Model Colonia Subdivisions	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XI Youth Spiritual, Mental and Physical Development	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XJ Private Schools	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XL Economic Development Services to Local Community	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XM Marine Cargo Containers	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XN Motor Vehicles Leased for Personal Use	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XO Motor Vehicles (Income Production & Personal Use)	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XP Offshore Drilling Equipment Not In Use	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XQ Intracoastal Waterway Dredge Disposal Site	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XR Nonprofit Water or Wastewater Corporations	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XS Raw Cocoa and Green Coffee Held in Harris County	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

080 CITY OF SPRING VALLEY

CERTIFIED YEAR COMPARE REPORT

LAST UPDATED 08/02/2019

2019 CERTIFIED APPRAISAL ROLL 00

PROPERTY USE CATEGORY RECAP

DELV DATE 08/16/2019

PROPERTY USE CATEGORY	YEAR	UNITS	ACREAGE	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XT Limitation on Taxes in Certain Municipalities	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XU Miscellaneous Exemptions	2019	0	0.0000	0	0	0	0
	2018	0	0.0000	0	0	0	0
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
XV Other Exempt (Incl Public, Religious, Charitable)	2019	143	165.2585	165,193,713	0	165,193,713	0
	2018	143	165.2738	159,391,800	0	159,391,800	0
		0.00%	0.00%	0.04%	0.00%	0.04%	0.00%
JURISDICTION TOTALS:	2019	1,805	579.4880	\$1,669,935,891	\$0	\$412,830,481	\$1,257,105,410
	2018	2,029	595.4440	\$1,626,640,191	\$0	\$403,855,839	\$1,222,784,352

080 CITY OF SPRING VALLEY
TAX YEAR: 2019

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
CERTIFIED ROLL 00

LAST UPDATED: 08/02/2019
DELV DATE: 08/16/2019

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
A1 Real, Residential, Single-Family	1,442	346.4564	1,324,436,034	1,314,771,140	0	247,324,707	1,067,446,433
A2 Real, Residential, Mobile Homes	0	0.0000	0	0	0	0	0
B1 Real, Residential, Multi-Family	1	0.5957	1,025,501	1,025,501	0	0	1,025,501
B2 Real, Residential, Two-Family	0	0.0000	0	0	0	0	0
B3 Real, Residential, Three-Family	0	0.0000	0	0	0	0	0
B4 Real, Residential, Four- or More-Family	0	0.0000	0	0	0	0	0
C1 Real, Vacant Lots/Tracts	39	8.0592	8,323,016	8,204,659	0	84,770	8,119,889
C2 Real, Vacant Commercial	4	2.5924	5,906,945	5,906,945	0	0	5,906,945
C3 Real, Vacant	0	0.0000	0	0	0	0	0
D1 Real, Qualified Agricultural Land	0	0.0000	0	0	0	0	0
D2 Real, Unqualified Agricultural Land	0	0.0000	0	0	0	0	0
E1 Real, Farm & Ranch Improved	0	0.0000	0	0	0	0	0
F1 Real, Commercial	20	52.7356	150,442,684	150,442,684	0	0	150,442,684
F2 Real, Industrial	0	0.0000	0	0	0	0	0
G1 Oil and Mineral Gas Reserves	0	0.0000	0	0	0	0	0
G2 Real Property Other Mineral Reserves	0	0.0000	0	0	0	0	0
H1 Tangible, Vehicles	0	0.0000	0	0	0	0	0
H2 Tangible, Goods In Transit	0	0.0000	0	0	0	0	0
I1 Real, Banks	0	0.0000	0	0	0	0	0
J1 Real & Tangible Personal, Utility water	0	0.0000	0	0	0	0	0

080 CITY OF SPRING VALLEY
TAX YEAR: 2019

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
CERTIFIED ROLL 00

LAST UPDATED: 08/02/2019
DELV DATE: 08/16/2019

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
J2 Gas Companies	1	0.0000	645,480	645,480	0	0	645,480
J3 Electric Companies	1	0.0000	1,199,110	1,199,110	0	0	1,199,110
J4 Telephone Companies	5	2.3502	9,321,209	9,321,209	0	0	9,321,209
J5 Railroads	0	0.0000	0	0	0	0	0
J6 Pipelines	2	1.4400	15,682	15,682	0	0	15,682
J7 Major Cable Television Systems	2	0.0000	894,940	894,940	0	0	894,940
L1 Tangible, Commercial	140	0.0000	12,124,841	12,124,841	0	227,291	11,897,550
L2 Tangible, Industrial	5	0.0000	189,987	189,987	0	0	189,987
M1 Tangible, Nonbusiness Watercraft	0	0.0000	0	0	0	0	0
M2 Tangible, Nonbusiness Aircraft	0	0.0000	0	0	0	0	0
M3 Tangible, Mobile Homes	0	0.0000	0	0	0	0	0
M4 Tangible, Miscellaneous	0	0.0000	0	0	0	0	0
N1 Intangibles	0	0.0000	0	0	0	0	0
O1 Inventory	0	0.0000	0	0	0	0	0
O2 Inventory	0	0.0000	0	0	0	0	0
S1 Dealer Inventory	0	0.0000	0	0	0	0	0
U0 Unknown	0	0.0000	0	0	0	0	0
XA Public Property for Housing Indigent Persons	0	0.0000	0	0	0	0	0
XB Income Producing Personal Property (<\$500)	0	0.0000	0	0	0	0	0
XC Mineral Interest (<\$500)	0	0.0000	0	0	0	0	0

080 CITY OF SPRING VALLEY
TAX YEAR: 2019

HARRIS COUNTY APPRAISAL DISTRICT
PROPERTY USE CATEGORY RECAP
CERTIFIED ROLL 00

LAST UPDATED: 08/02/2019
DELV DATE: 08/16/2019

PROPERTY USE CATEGORY	UNITS	ACREAGE	MARKET	APPRAISED	PRODUCTIVITY	EXEMPTIONS	TAXABLE VALUE
XD Improving Property for Housing w/ Volunteer Labor	0	0.0000	0	0	0	0	0
XE Community Housing Development Organizations	0	0.0000	0	0	0	0	0
XF Assisting Ambulatory Health Care Centers	0	0.0000	0	0	0	0	0
XG Primarily Performing Charitable Functions	0	0.0000	0	0	0	0	0
XH Developing Model Colonia Subdivisions	0	0.0000	0	0	0	0	0
XI Youth Spiritual, Mental and Physical Development	0	0.0000	0	0	0	0	0
XJ Private Schools	0	0.0000	0	0	0	0	0
XL Economic Development Services to Local Community	0	0.0000	0	0	0	0	0
XM Marine Cargo Containers	0	0.0000	0	0	0	0	0
XN Motor Vehicles Leased for Personal Use	0	0.0000	0	0	0	0	0
XO Motor Vehicles (Income Production & Personal Use)	0	0.0000	0	0	0	0	0
XP Offshore Drilling Equipment Not In Use	0	0.0000	0	0	0	0	0
XQ Intracoastal Waterway Dredge Disposal Site	0	0.0000	0	0	0	0	0
XR Nonprofit Water or Wastewater Corporations	0	0.0000	0	0	0	0	0
XS Raw Cocoa and Green Coffee Held in Harris County	0	0.0000	0	0	0	0	0
XT Limitation on Taxes in Certain Municipalities	0	0.0000	0	0	0	0	0
XU Miscellaneous Exemptions	0	0.0000	0	0	0	0	0
XV Other Exempt (Incl Public, Religious, Charitable)	143	165.2585	165,193,713	165,193,713	0	165,193,713	0
JURISDICTION TOTALS:	1,805	579.4880	\$1,679,719,142	\$1,669,935,891	\$0	\$412,830,481	\$1,257,105,410

HARRIS COUNTY APPRAISAL DISTRICT
LAWSUIT & ARBITRATION STATUS SUMMARY

LAST UPDATED: 08/02/2019

DELV DATE: 08/16/2019

080 CITY OF SPRING VALLEY

REAL/PERSONAL PROPERTY

TAX YEAR	ACCOUNT STATUS	PARCEL COUNT	NOTICED VALUE	ARB HEARING VALUE	BOD APPROVED VALUE	SETTLED VALUE	VALUE DIFFERENCE	PERCENT DIFFERENCE
2019	TOTAL UNSETTLED	6	\$8,405,081	\$8,363,595	\$0	\$0	\$0	0.0000%
2018	TOTAL UNSETTLED	51	\$58,842,884	\$56,073,177	\$0	\$0	\$0	0.0000%
2018	TOTAL BOD APPROVED	8	\$37,450,522	\$36,290,596	\$60,582,337	\$0	\$24,291,741	66.9367%
2018	TOTAL SETTLED	26	\$111,709,813	\$107,721,487	\$0	\$91,550,282	(\$16,171,205)	(15.0121%)
2017	TOTAL UNSETTLED	2	\$8,548,488	\$8,548,488	\$0	\$0	\$0	0.0000%
2017	TOTAL BOD APPROVED	1	\$26,824,961	\$26,306,000	\$20,800,000	\$0	(\$5,506,000)	(20.9306%)
2017	TOTAL SETTLED	68	\$157,713,358	\$148,246,627	\$0	\$128,506,519	(\$19,740,108)	(13.3157%)
2016	TOTAL BOD APPROVED	1	\$21,074,820	\$21,074,820	\$18,900,000	\$0	(\$2,174,820)	(10.3195%)
2016	TOTAL SETTLED	70	\$155,917,119	\$370,098,237	\$0	\$126,491,408	(\$243,606,829)	(65.8222%)
2015	TOTAL SETTLED	32	\$79,837,487	\$190,026,352	\$0	\$61,814,780	(\$128,211,572)	(67.4704%)
2014	TOTAL SETTLED	28	\$65,603,506	\$195,466,232	\$0	\$53,462,706	(\$142,003,526)	(72.6486%)
2013	TOTAL SETTLED	29	\$54,254,372	\$52,481,502	\$0	\$46,233,606	(\$6,247,896)	(11.9049%)
2012	TOTAL SETTLED	12	\$30,990,814	\$27,554,704	\$0	\$24,679,973	(\$2,874,731)	(10.4328%)
2011	TOTAL SETTLED	8	\$17,286,244	\$15,931,940	\$0	\$14,150,317	(\$1,781,623)	(11.1827%)
2010	TOTAL SETTLED	22	\$44,163,325	\$39,446,002	\$0	\$34,583,945	(\$4,862,057)	(12.3259%)
2009	TOTAL SETTLED	25	\$52,800,594	\$58,104,495	\$0	\$33,290,856	(\$24,813,639)	(42.7052%)
2008	TOTAL SETTLED	30	\$94,540,690	\$82,261,089	\$0	\$59,478,588	(\$22,782,501)	(27.6954%)
2007	TOTAL SETTLED	28	\$150,161,653	\$120,364,341	\$0	\$35,216,011	(\$85,148,330)	(70.7422%)
2006	TOTAL SETTLED	21	\$75,385,512	\$41,329,952	\$0	\$31,177,558	(\$10,152,394)	(24.5643%)
2005	TOTAL SETTLED	3	\$16,040,231	\$12,059,190	\$0	\$12,059,190	\$0	0.0000%

* Multi location account values are the countywide values which are included in the total values and accounts with jur splits do not report jur specific value - Please see original roll for jurisdiction values

080 CITY OF SPRING VALLEY
TAX YEAR: 2019

HARRIS COUNTY APPRAISAL DISTRICT
UNCERTIFIED ROLL SUMMARY 00

LAST UPDATED: 08/02/2019
DELV DATE: 08/16/2019

TYPE	UNITS	MARKET	APPRAISED	OWNERS VALUE	ESTIMATED FINAL TAXABLE VALUE WITH HEARING LOSS
ACCOUNTS ON HTS	60	36,950,936	36,642,047	34,014,227	29,887,855
ACCOUNTS ON PTS	125	12,287,649	12,287,649	10,567,937	9,492,493
OTHER ACCOUNTS	93	24,947,504	24,931,731	22,184,480	21,839,797
TOTAL UNCERTIFIED	278	\$74,186,089	\$73,861,427	\$66,766,644	\$61,220,145

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: August 27, 2019

TOPIC:	Consider Proposing A Tax Rate Of \$0.4250 Per \$100 Valuation For The Fiscal Year Beginning October 1, 2019, And Ending September 30, 2020; Scheduling The First Public Hearing On Proposed Tax Rate on September 12, 2019 at 6:00 pm; The Second Public Hearing On Proposed Tax Rate on September 17, 2019 at 6:00 pm; And The Adoption Of The Fiscal Year 2019-2020 Budget And Tax Rate For September 24, 2019 at 6:00 pm, With Such Meetings To Be Held At Spring Valley Village City Hall, Located At 1025 Campbell Road, Houston, Texas 77055.
BACKGROUND:	Chapter 26 of the Property Tax Code requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of tax rate proposals and to allow taxpayers, in certain cases, to roll back or limit a tax increase. There are four principles to truth-in-taxation: 1. Property owners have the right to know of increases in their property's appraised value and to be notified of the taxes that could result from the new value. 2. A municipality must calculate and publish its effective and rollback tax rates before adopting an actual tax rate. 3. A municipality must publish special notices and hold two public hearings before adopting a tax rate that exceeds the lower of the rollback rate or the effective tax rate. 4. If the municipality adopts a rate that exceeds the rollback rate, voters may petition for an election to limit the rate to the rollback rate. A taxing unit is required to hold two public hearings and publish newspaper ads before adopting a tax rate that exceeds the lower of the rollback rate or the effective tax rate. Although the actual calculation can become more complicated, a municipality's effective tax rate is generally equal to the prior year's taxes less taxes on property lost this year divided by the current taxable value of properties that were also on the tax roll in the prior year. The resulting tax rate, used for comparison purposes only, shows the relationship between the prior year's revenue and the current year's values. <u>For Fiscal Year 2019-2020, the City is proposing a tax rate that exceeds the effective tax rate; therefore, the public hearings are required for this year.</u> The City Council is required to set the time and place for a public hearing on the budget and to publish a notice in the official newspaper of the City, as required by law. Sections 102.006(c) and 102.0065(a) of the Local Government Code to establish the publication requirements

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

	for the hearing's notice by requiring that it state the date, time, and location of the hearing and be published no earlier than the 30th or later than the 10th day before the date of the hearing. Municipalities that own, operate, or control an Internet website must publish the Notice of Public Hearing on the approval of the Budget and the setting of the tax rate on their web page from the date the notice is first published until the public hearing is concluded. Once the proposed tax rate is applied to the City's 2019 taxable value, it will produce appropriate revenue to fund the majority of the expenditures of the General Fund (e.g., Police, Fire Services, Public Works, Municipal Court, and Administrative Operations). The I & S portion of the tax rate will provide appropriate revenue to fund all the current and anticipated debt for FY 2019-2020. The City Council can approve the recommendation, amend it, or approve another proposal on another date. However, a tax rate must be proposed to comply with the statutory requirements concerning the levying and assessing of property taxes.
RECOMMENDATION:	Pursuant to the Council direction during the July 23, 2019 Budget Workshop, Staff recommends proposing a tax rate of \$0.4250 per \$100 valuation for Fiscal Year 2019-2020 and scheduling the First Public Hearing on Proposed Tax Rate on September 12, 2019 at 6:00 pm; the Second Public Hearing on Proposed Tax Rate on September 17, 2019 at 6:00 pm; and the Adoption of the Fiscal Year 2019-2020 Budget and Tax Rate for September 24, 2019 at 6:00 pm, With Such Meetings To Be Held At Spring Valley Village City Hall, Located At 1025 Campbell Road, Houston, Texas 77055.
ATTACHMENTS:	• N/A
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted.
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie M. Robinson, City Administrator	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: August 27, 2019

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending June 30, 2019
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BACKGROUND:	Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. This investment report covers the quarter ending June 30, 2019. <u>Investment Report</u> • As of June 30, 2019, the City had over \$20 million in cash and investments. • The City earned \$103,738 in interest for this quarter. This is up \$65,412 or 171% from this time last fiscal year. • As of June 30, 2019, Wells Fargo Bank pledged \$290,851 in collateral to secure the balances in excess of the \$250,000 secured by FDIC. • Beginning Value as of September 30, 2018 was \$11,785,968 and Ending Value on June 30, 2019 was \$20,771,130. • This fiscal year-to-date shows book value additional of \$27,421,114 and book value withdrawals of \$18,429,970.
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RECOMMENDATION:	N/A
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ATTACHMENTS:	• Quarterly Investment Report for Period Ending June 30, 2019
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE



EST. 1955

SPRING VALLEY
V I L L A G E**MEMORANDUM**

TO: Honorable Mayor and Council Members
FROM: Michelle Yi, City Treasurer
CC: Julie Robinson, City Administrator
DATE: August 7, 2019
SUBJECT: Quarterly Investment Report for the Period Ended June 30, 2019

In accordance with the Public Funds Investment Act, Chapter 2256.023 of the Government Code, the Investment Officer shall prepare and submit to City Council a quarterly report of investment transactions of all funds for the preceding period.

The City invests cash that is not immediately needed for operations in Certificates of Deposit, Texpool, and Securities issued by Agencies of the Federal Government as allowed by the Public Funds Investment Act and the City's Investment Policy.

Portfolio Recap:

- During the quarter, The SWEEP earned an average yield of 2.26322%.
- The City transferred \$6,000,000 from Wells Fargo into TexPool during the quarter to earn an average yield of 2.33812%.
- During the quarter, the City closed Money Market Account with Third Coast and transferred to Wells Fargo to earn higher interest rate with SWEEP.
- Throughout the quarter, the City's investments earned interest \$103,738.

During the second quarter, unemployment rate for May remained at the same and rebounded in June, wages growing in June. The inflation rate is a key reason why the FOMC will cut the rate in July's meeting. Staff continues to monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for Quarter Ended June 30, 2019. This information shows that on the beginning market value as of September 30, 2018 was \$11,785,968 and ending market value on June 30, 2019 was \$20,771,130. Also included are spreadsheets showing the book value additions of \$27,421,114 and book value withdrawals of \$18,429,970 for fiscal year-to-date activity.

As of June 30, 2019, the City's cash and investments were as follows:

<u>INVESTMENTS</u> <u>CATEGORY</u>	<u>BOOK</u> <u>VALUE</u>	<u>MARKET % OF</u> <u>PORTFOLIO</u>
Cash in Demand Accounts	\$ 3,880,235	18.68%
Certificates of Deposit (CDs)	\$ 212,260	1.02%
Investment Pool	\$ 16,440,320	79.15%
Money Market/Savings	\$ 238,315	1.15%
	<u>\$ 20,771,130</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of June 30, 2019, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$290,851.

Market Value: The City currently holds no investments in which the book value differs from the market value. For all holdings, the book value is equal to the market value.

To the best of my knowledge, this report is in compliance with the investment strategy expressed in the City of Spring Valley Village Investment Policy and with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256, as amended

Investment Officer:

Michelle Yi, City Treasurer

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
June 30, 2019**

<u>INVESTMENTS CATEGORY</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Cash in Demand Accounts	\$ 3,880,235	\$ 3,880,235	\$ 3,880,235	18.68%
Certificates of Deposit (CDs)	\$ 212,260	\$ 212,260	\$ 212,260	1.02%
Investment Pool	\$ 16,440,320	\$ 16,440,320	\$ 16,440,320	79.15%
Money Market/Savings	<u>\$ 238,315</u>	<u>\$ 238,315</u>	<u>\$ 238,315</u>	<u>1.15%</u>
	<u>\$ 20,771,130</u>	<u>\$ 20,771,130</u>	<u>\$ 20,771,130</u>	<u>100.00%</u>

Weighted Average Maturity *	3 Days
Weighted Average Yield*	2.2931%
Comparative Yields:	
	3-month Tsy Bill 2.1200%
	6-month Tsy Bill 2.0900%
	2-year Tsy Note 1.7500%

* Does include cash accounts

CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended June 30, 2019

Account Description	Date		Rate/	Purchase	Purchase	Market	Face	Beginning Values @ 10/1/18		Ending Values @ 06/30/2019		Accrued
	Purchase	Maturity	Coupon	Yield	Price	Price	Amount	Book Value	Market Value	Book Value	Market Value	Interest
<u>Cash Accounts</u>												
Wells Fargo - General/Utility	06/30/19	07/01/19	2.3499%	2.3499%	\$ -	\$ -	\$ 2,303,774.51	\$ 1,924,939.56	\$ 1,924,939.56	\$ 2,303,774.51	\$ 2,303,774.51	\$ -
Wells Fargo - Child Safety Fee	06/30/19	07/01/19	0.2000%	0.2000%	-	-	52,879.60	49,361.76	49,361.76	52,879.60	52,879.60	-
Wells Fargo - Savings	06/30/19	07/01/19	0.2000%	0.2000%	-	-	416,103.84	415,481.86	415,481.86	416,103.84	416,103.84	-
Wells Fargo - Court On-Line Pay	06/30/19	07/01/19	0.2000%	0.2000%	-	-	8,235.41	7,938.43	7,938.43	8,235.41	8,235.41	-
Wells Fargo - GO/CO Bonds	03/31/19	04/01/19	0.1800%	0.1800%			740,833.12	-	-	740,833.12	740,833.12	
Wells Fargo - Reserved for Bond	06/30/19	07/01/19	-	-	-	-	358,408.47	245,890.50	245,890.50	358,408.47	358,408.47	-
Sub-total							3,880,234.95	2,643,612.11	2,643,612.11	3,880,234.95	3,880,234.95	-
<u>Certificates of Deposit</u>												
Allegiance Bank #1002083862	12/18/18	12/17/19	1.2500%	1.2500%	-	-	212,260.01	209,049.46	209,049.46	212,260.01	212,260.01	1,350.53
Sub-total							212,260.01	209,049.46	209,049.46	212,260.01	212,260.01	1,350.53
<u>Investment Pools</u>												
TexPool - General Fund	09/30/18	10/01/18	2.2872%	2.2872%			7,058,648.56	6,143,780.67	6,143,780.67	7,058,648.56	7,058,648.56	-
TexPool - Utility Fund	06/30/19	07/01/19	2.2872%	2.2872%			1,070,525.88	554,947.63	554,947.63	1,070,525.88	1,070,525.88	-
TexPool - Capital Replacement Fund	09/30/18	10/01/18	2.2872%	2.2872%			1,017,975.84	1,000,341.95	1,000,341.95	1,017,975.84	1,017,975.84	
TexPool - Capital Improvement Fund	09/30/18	10/01/18	2.2872%	2.2872%			7,293,169.62	750,256.47	750,256.47	7,293,169.62	7,293,169.62	
Sub-total							16,440,319.90	8,449,326.72	8,449,326.72	16,440,319.90	16,440,319.90	-
<u>Money Market/Savings Accounts</u>												
Green Bank	06/30/19	07/01/19	2.1200%	2.1200%	-	-	238,314.79	234,604.08	234,604.08	238,314.79	238,314.79	-
Third Coast Bank	06/30/19	07/01/19	0.6000%	0.6000%	-	-	-	243,393.33	243,393.33	-	-	-
Sub-total							238,314.79	477,997.41	477,997.41	238,314.79	238,314.79	-
Total							\$ 20,771,129.65	\$ 11,779,985.70	\$ 11,779,985.70	\$ 20,771,129.65	\$ 20,771,129.65	\$ 1,350.53

CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
For the Quarter Ended June 30, 2019

Account Description	Date		Rate/ Coupon	Face Amount	Beginning Balance		Fiscal Year-To-Date Activity			Ending Balance	
	Purchase	Maturity			10/01/18 Book Value	10/01/18 Market Value	Deposits/ Purchases	Withdrawals/ Maturities/Calls	Incr/(Decr) Market Value	06/30/19 Book Value	06/30/19 Market Value
<u>Cash Accounts</u>											
Wells Fargo - General/Utility	06/30/19	07/01/19	2.3169%	\$ 2,303,774.51	\$ 1,924,939.56	\$ 1,924,939.56	\$ 12,552,795.70	\$ 12,173,960.75		\$ 2,303,774.51	\$ 2,303,774.51
Wells Fargo - Child Safety Fee	06/30/19	07/01/19	0.1800%	52,879.60	49,361.76	49,361.76	3,517.84	-	-	52,879.60	52,879.60
Wells Fargo - Savings	06/30/19	07/01/19	0.2000%	416,103.84	415,481.86	415,481.86	621.98	-	-	416,103.84	416,103.84
Wells Fargo - Court On-Line Pay	06/30/19	07/01/19	0.2000%	8,235.41	7,938.43	7,938.43	296.98	-	-	8,235.41	8,235.41
Wells Fargo - GO/CO Bonds	06/30/19	07/01/19	0.1800%	740,833.12	-	-	6,752,600.05	6,011,766.93	-	740,833.12	740,833.12
Wells Fargo - Bond Reserved	06/30/19	07/01/19	0.0000%	358,408.47	245,890.50	245,890.50	112,517.97	-	-	358,408.47	358,408.47
Sub-total				3,880,234.95	2,643,612.11	2,643,612.11	19,422,350.52	18,185,727.68	-	3,880,234.95	3,880,234.95
<u>Certificates of Deposit</u>											
Allegiance Bank #1002083862	12/18/16	12/17/17	1.2500%	212,260.01	209,049.46	209,049.46	3,210.55	-	-	212,260.01	212,260.01
Sub-total				212,260.01	209,049.46	209,049.46	3,210.55	-	-	212,260.01	212,260.01
<u>Investment Pools</u>											
TexPool - General Fund	09/30/18	10/01/18	2.3812%	7,058,648.56	6,143,780.67	6,143,780.67	914,867.89	-	-	7,058,648.56	7,058,648.56
TexPool - Utility Fund	06/30/19	07/01/19	2.3812%	1,070,525.88	554,947.63	554,947.63	515,578.25	-	-	1,070,525.88	1,070,525.88
TexPool - Capital Replacement Fund	09/30/18	10/01/18	2.3812%	1,017,975.84	1,000,341.95	1,000,341.95	17,633.89	-	-	1,017,975.84	1,017,975.84
TexPool - Capital Improvement Fund	09/30/18	10/01/18	2.3812%	7,293,169.62	750,256.47	750,256.47	6,542,913.15	-	-	7,293,169.62	7,293,169.62
Sub-total				16,440,319.90	8,449,326.72	8,449,326.72	7,990,993.18	-	-	16,440,319.90	16,440,319.90
<u>Money Market/Savings Accounts</u>											
Green Bank	06/30/19	07/01/19	2.1200%	238,314.79	234,604.08	234,604.08	3,710.71	-	-	238,314.79	238,314.79
Third Coast Bank	06/30/19	07/01/19	0.6000%	-	243,393.33	243,393.33	849.48	244,242.81	-	-	-
Sub-total				238,314.79	477,997.41	477,997.41	4,560.19	244,242.81	-	238,314.79	238,314.79
Total				\$ 20,771,129.65	\$ 11,779,985.70	\$ 11,779,985.70	\$ 27,421,114.44	\$ 18,429,970.49	\$ -	\$ 20,771,129.65	\$ 20,771,129.65