EST. 1955
SPRING VALLEY
VILLAGE

Regular City Council Meeting

October 15, 2019

6:00 p.m.

Tom S. Ramsey, Mayor
David Dominy
Joy McCormack

Allen Carpenter, Mayor Pro Tem
Tom Donaho
Marcus Vajdos

EST. 1955
SPRING VALLEY
VILLAGE

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, October 15, 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**

   None.

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 Regular City Council Meeting on September 24, 2019

   5.2 Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE.

   5.3 Approval of Pay Estimate No. 3 for Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of $28,606.50.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** September 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. **PRESENTATION, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Request from Spring Branch Memorial Sports Authority ("SBMSA") for Additional Cost Sharing Related to the SBMSA Athletic Complex Project at 9016 Westview Drive.

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on September 25, 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)

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 MUTUAL RELEASE AGREEEMENT 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.

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 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.

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 AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITIES OF BUNKER HILL VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS AND SPRING VALLEY VILLAGE, TEXAS, AND THE VILLAGE FIRE DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

12. **BRIEFING, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Progress of Implementation of Sustainability Initiative. (Council Member Donaho)

13. **DISCUSSION AND DIRECTION CONCERNING:** Possible Safety Improvements Related to the Crosswalk at Bingle Road and Merlin Drive and the Intersection of Old Voss Road/Bracher Street and Westview Drive. (Council Members Carpenter and McCormack)

NEW BUSINESS

14. **BRIEFING, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Status of Professional Office Building Development on the Northwest Corner of Campbell Road and the I-10 Feeder Road. (Richard Barbles, Stream Realty)

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 THE TERMS AND CONDITIONS OF A PROPOSAL FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE GREEN VALLEY AND WINNINGHAM (WEST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING, 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.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Village Fire Department FY 2020 Budget Amendment for Facility Fund 4 for the Village Fire Station Additions and Renovations Project.

17. **DISCUSSION AND DIRECTION CONCERNING:** Review and Possible Revision of the City of Spring Valley Village's Solicitation Regulations. (Council Member Carpenter)

18. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUPPORTING THE METROPOLITAN TRANSIT AUTHORITY'S METRONEXT TRANSIT PLAN, SUBSEQUENT BOND ELECTION AND EXTENSION OF THE GENERAL MOBILITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

19. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2019-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 11 TO THE PERSONNEL MANUAL, TO AMEND APPENDIX "A," "JOB ALIGNMENT AND SALARY RANGES FOR ALL CITY POSITIONS" TO INCLUDE A NEW POSITION HAVING THE JOB TITLE OF "DIRECTOR OF COMMUNITY DEVELOPMENT" AND PLACED AT GRADE 16; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

20. **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 AN

AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; 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.

21. **BRIEFING AND DISCUSSION CONCERNING:** City Authority to Regulate Political Signs on Private Property.

22. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Recommendations For Use Of Unassigned General Fund, Fund Balance From FY 2018.

23. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2019-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE FISCAL YEAR 2018-2019; FUNDING CERTAIN OBLIGATIONS OF THE CITY DURING THE BUDGET PERIOD NECESSARY FOR THE PROVISION OF CITY SERVICES; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.

24. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
    1. Success of 2019 Fall Festival
    2. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project
    3. Status of Automated Meter Project
    4. Status of New Production Well
    5. Status of Westview Drive Sidewalk Project
    6. Status of Phase II Park Renovations Landscape Improvements

25. **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:

    25.1 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.

26. **RECONVENE**

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

28. **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 October 15, 2019 agenda of items to be considered by City Council was posted on or before the 10th day of October, 2019, at 10:00 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: Roxanne Benitez

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, SEPTEMBER 24, 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 6:05 p.m.

Members Present:
Mayor Tom Ramsey
Mayor Pro Tem Allen Carpenter
Council Member Tom Donaho
Council Member David Dominy (arrived at 6:25 p.m.)
Council Member Joy McCormack
Council Member Marcus Vajdos (arrived at 7:14 p.m.)

Members Absent:
None.

2. INTRODUCTIONS

Julie M. Robinson, City Administrator
Loren Smith, City Attorney
Roxanne Benitez, City Secretary
Pat Riley, Public Works Director
Michelle Yi, City Treasurer
Matthew Hitt, Assistant to the City Administrator
Loyd Evans, Chief of Police (left at 6:29 p.m.)
David Dixon, Police Commissioner (left at 6:29 p.m.)
Mark Schulze, Police Captain

3. PROCLAMATIONS / ANNOUNCEMENTS

3.1 Presentation of Life Saving Awards (Chief David Foster, Village Fire Department)

Village Fire Department Chief David Foster presented Life Saving Awards to Police Commissioner David Dixon, Sergeant Justin Moyer, Officer Antonio Rendon, Officer Benito Alvarado, and Dispatcher Dottie Baldwin.

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 August 27, 2019

5.2 Minutes for the Special Called City Council Meeting on September 12, 2019

5.3 Minutes for the Special Called City Council Meeting on September 17, 2019

5.4 Approval of Pay Estimate No. 3 for Hilldale, Bade, and Cardwell Paving and Utility Improvements to Triple B Services, LLP in the Amount of $175,172.79.

5.5 Approval of Pay Estimate No. 2 for Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of $59,395.87.

5.6 Approval of Pay Estimate No. 1 for the New Production Well Project to W. W. Payton Corporation in the Amount of $374,580.00.

5.7 Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN AUTHORIZING A PAYMENT IN THE AMOUNT OF $36,493.20 TO H & N CONTRACTOR MANAGEMENT SERVICES, LLC FOR PAY ESTIMATE NO. 2 OF THE CEDARBRAKE DRIVE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

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: August 2019 Police Department Staff Report (Chief Evans):

Chief Evans provided the report.

1. Number of Calls for Service – 1,351
2. Number of Traffic Violations – 878
3. Number of K-9 Deployments – 131
4. National Night Out Held On October 1, 2019

Chief Evans advised that there would be six block parties on that evening, five in Spring Valley Village and one in Hilshire Village.

Chief Evans also advised the Council that all patrol officers had received City-issued cell phones for use in their daily City responsibilities as part of the implementation of Senate Bill 944 related to the Texas Public Information Act.

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on August 28, 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)

Mayor Pro Tem Carpenter advised that the next Commissioners meeting would be held on Wednesday, September 25 to discuss acquiring or renting property from the Spring Branch Independent School District to be used as a temporary location while the Fire Station additions and renovations are under construction. He also advised that the Fire Commission had submitted a budget amendment to increase the funding for the Fire Station additions and

renovations. City Administrator Julie Robinson advised the Council that the budget amendment would be on the Council's agenda for October.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Status of New SBMSA Athletic Complex at 9016 Westview Drive, Possible Additional Cost Sharing Related to Project, and Possible Exterior Walking Path Around Property. (Mayor Ramsey)

City Administrator Julie Robinson advised that Mayor Ramsey had received an email from Keith Stubbs with SBMSA on September 13, 2019, requesting that the City fund an additional $34,511.00 in costs associated with (1) additional drainage work that was required as a result of Spring Branch Independent School District's requirement that SBMSA construct the internal, circular walking trail that was approved by the SBISD Board of Trustees; and (2) the extension of the exterior walkway to connect to the previously approved sidewalk connecting the SBMSA Athletic Complex to Westview Drive. After discussing the history of the project, it was the direction of Council that SBMSA formally present their request to the Council at its October15, 2019 meeting and that SBMSA provide the City with a copy of the documentation that SBMSA received from Harris County Flood Control District requiring the additional drainage upgrades.

9. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Proposed Harris County FY 2020 Property Tax Rate Increase and Upcoming METRO Bond Election. (Mayor Ramsey)

Mayor Ramsey advised that on September 19, several Memorial Villages Mayors and two METRO Board representatives met to discuss the proposed Bus Rapid Transit route that was originally proposed to run down the center of Gessner Road from Jersey Village to Missouri City. During that meeting, the Mayors were advised that the Bus Rapid Transit route had been relocated from Gessner Road to Beltway 8. METRO has requested that all cities express support for the upcoming METRO Bond Election, and Mayor Ramsey advised that a resolution expressing support would be on the Council's October 15, 2019 agenda. He also advised that Harris County has proposed a 12% property tax rate increase and that he had spoken against the proposed increase at the September 20 Harris County Commissioner Court meeting.

10. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Planning and Zoning Commission Meeting of September 10, 2019. (Council Member Vajdos / City Attorney Loren Smith)

City Attorney Loren Smith advised that agenda item numbers 11,12, 13, 14, and 16 on the agenda were discussed and/or recommended at the September 10 Planning & Zoning Commission meeting.

NEW BUSINESS

11. CONDUCT A PUBLIC HEARING CONCERNING: A Preliminary and Final Re-Plat of Weaver Reserve, A Plot Containing 0.5766 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8421 Burkhart Road.

Mayor Ramsey opened the Public Hearing at 6:46 p.m.

A. Presentation of Preliminary and Final Re-Plat by Applicant

Karen Rogers, with M2L Associates, advised that the owners request to have the existing lot divided into two lots, with one lot facing Burkhart Road and the other facing Winningham Drive.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Ramsey adjourned the Public Hearing at 6:47 p.m.

12. CONSIDERATION AND POSSIBLE ACTION CONCERNING: A Preliminary and Final Re-Plat of Weaver Reserve, A Plot Containing 0.5766 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8421 Burkhart Road.

Council Member Dominy made a motion to approve the preliminary and final re-plat of Weaver Reserve, a plot containing 0.5766 acres of land, situated in Dwelling District 'A', City of Spring Valley Village, Harris County, Texas bearing the address of 8421 Burkhart Road, and Council Member Carpenter seconded the motion. Motion carried 4-0.

At this time, Council Member Carpenter made a motion to take Agenda Items 15 and 16 out of order, and Council Member McCormack seconded the motion. Motion carried 4-0.

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 THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR THE LONE STAR DRIVE, LOESER DRIVE, TRAWEEK DRIVE, W. TEX DRIVE, AND LARIAT DRIVE PAVING AND UTILITY IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP; 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. City Administrator Julie Robinson advised that IDS Engineering Group was one of several firms that were approved at the July 23 City Council meeting. Travis Sellers and Carol Harrison were present on behalf of IDS Engineering Group. Council Member Dominy made a motion to approve Resolution Number 19-29, and Council Member Carpenter seconded the motion. Motion carried 4-0.

16. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2019-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS BY AMENDING SECTION 9.121, REPLATS, OF CHAPTER 9, SUBDIVISIONS, OF THE CODE OF ORDINANCES TO REQUIRE NOTICE OF PUBLIC HEARINGS HELD BEFORE THE CITY COUNCIL TO BE PROVIDED BY POSTING OF SIGNS IN ADDITION TO ALL OTHER PUBLIC

NOTIFICATION REQUIREMENTS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2019-19, and Council Member Donaho seconded the motion. Motion carried 4-0.

At this time, Council Member Carpenter made a motion to take Agenda Item 21 out of order, and Council Member McCormack seconded the motion. Motion carried 4-0.

21. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 19-XX: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT.

Mayor Ramsey read the Resolution by caption only. Council Member Carpenter made a motion to approve Resolution Number 19-30, nominating Mike Sullivan as a candidate for a position on the Board of Directors of the Harris County Appraisal District, and Council Member Dominy seconded the motion. Motion carried 4-0.

At this time, Council Member Carpenter made a motion to take Agenda Items 22 and 23 out of order, and Council Member Donaho seconded the motion. Motion carried 4-0.

22. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2020 GENERAL ASSEMBLY.

Mayor Ramsey read the Resolution by caption only. Council Member McCormack made a motion to approve Resolution Number 19-31, appointing Council Member Marcus Vajdos as the Representative and Council Member David Dominy as the Alternate Representative of the City of Spring Valley Village to the Houston-Galveston Area Council 2020 General Assembly, and Council Member Carpenter seconded the motion. Motion carried 4-0.

23. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Administrator:

1. Status of Preparations for 2019 Fall Festival

   City Treasurer Michelle Yi advised that the event, scheduled for October 5, had 29 sponsors, which included eight (8) Title sponsors and six (6) first time sponsors. Ms. Yi also advised that the event had been posted on social media outlets and that invitations would be mailed on September 25.

8. Status of Banking Services Request for Applications

   City Treasurer Michelle Yi advised that information was sent to 17 banking institutions and six (6) responses were received when the submissions were opened on September 13, 2019. It is anticipated that a recommendation will be presented at the December City Council meeting, with the depository contract starting on February 1, 2020.

3. Status of Automated Meter Project

   Assistant to the City Administrator Matthew Hitt advised that the project was still in progress, and 2,126 of the total 2,305 meters have been installed to date. City Treasurer Michelle Yi advised that the customer portal is set to go live in late October.

6. Status of Phase II Park Renovations Landscape Improvements

   Assistant to the City Administrator Matthew Hitt advised that the majority of the project would be completed by October 4 and added that benches, picnic tables, and light poles would be installed on a later date as they would not be received by then.

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

   Public Works Director Pat Riley provided an update for the Council and advised that a majority of the drainage work had been completed.

4. Status of New Production Well

   Public Works Director Pat Riley advised that the drilling was on schedule and added that the well pump was in the production process.

5. Status of Westview Drive Sidewalk Project

   Public Works Director Pat Riley advised that all driveways were in place, retaining walls were being finished, and sidewalks were being constructed.

7. Status of I-10 and Campbell Road Development

   City Administrator Julie Robinson advised that she spoke with Richard Barbles, with Stream Realty, and advised him to attend the October 15 City Council meeting to give an update on the proposed development.

9. Update on Harris County Flood Control District Briar Branch Project

   City Administrator Julie Robinson advised that she is working with Harris County Flood Control District on consent to encroachments for specific properties that have minimal encroachments into the District's easement.

13. CONDUCT A PUBLIC HEARING CONCERNING: Ordinance No. 2019-XX (SUP-2019-001) – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT ADOPTED BY ORDINANCE NO. 2013-13 FOR DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS, THE CONSTRUCTION OF A NATATORIUM WITH A FITNESS CENTER ANNEX, AND CORRESPONDING CHANGES TO PARKING AND LANDSCAPING PLANS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

Mayor Ramsey opened the Public Hearing at 7:32 p.m.

A. Presentation of Requested Specific Use Permit Amendment by Applicant

   Mark Goulas, with Goulas & Associates, Inc., gave a presentation regarding the requested revisions to the Dad's Club specific use permit.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Ramsey adjourned the Public Hearing at 7:44 p.m.

14. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2019-XX (SUP-2019-001) – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT ADOPTED BY ORDINANCE NO. 2013-13 FOR DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS, THE CONSTRUCTION OF A NATATORIUM WITH A FITNESS CENTER ANNEX, AND CORRESPONDING CHANGES TO PARKING AND LANDSCAPING PLANS; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. The Council discussed the following:

- Ingress and Egress
- Traffic Mitigation
- Uses and Security
- Entrances and Exits of the Facility
- Project Funding

Council Member Dominy made a motion to approve Ordinance No. 2019-18 with the conditions that the project will commence within 18 months and be completed within 30 months after commencement, and Council Member Vajdos seconded the motion. Motion carried 5-0.

17. CONDUCT A PUBLIC HEARING CONCERNING: Proposed Fiscal Year 2019-2020 Budget.

Mayor Ramsey opened the Public Hearing at 8:16 p.m.

A. Staff Presentation

City Treasurer Michelle Yi advised that the proposed budget was as presented at the budget workshops.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Ramsey adjourned the Public Hearing at 8:17 p.m.

18. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2019-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR FISCAL YEAR 2019-2020; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET; PROVIDING FOR THE INCORPORATION OF PREAMBLE; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2019-20, and Council Member McCormack seconded the motion. The Council took a record vote as follows:

Mayor Pro Tem Allen Carpenter – AYE

Council Member David Dominy – AYE

Council Member Tom Donaho – AYE

Council Member Joy McCormack – AYE

Council Member Marcus Vajdos - AYE

Motion carried 5-0.

19. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2019-2020 Budget Adopted Pursuant to Ordinance Number 2019-XX.

Council Member Carpenter made a motion to ratify the increased property tax revenues reflected in the Fiscal Year 2019-2020 Budget adopted pursuant to Ordinance Number 2019-20, and Council Member McCormack seconded the motion. Motion carried 5-0.

20. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2019-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2019 AD VALOREM TAX (DEBT) RATE AND LEVY OF $0.069111 PER HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AND APPROVING THE 2019 AD VALOREM TAX (MAINTENANCE AND OPERATION) RATE AND LEVY OF $0. 355889 PER HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR THE ASSESSMENT, LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE YEAR 2019 AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2019-21 and moved that the property tax rate be increased by the adoption of a tax rate of $0.4250, which is effectively a 0.86 percent increase in the

tax rate, and Council Member McCormack seconded the motion. . The Council took a record vote as follows:

Mayor Pro Tem Allen Carpenter – AYE

Council Member David Dominy – AYE

Council Member Tom Donaho – AYE

Council Member Joy McCormack – AYE

Council Member Marcus Vajdos - AYE

Motion carried 5-0.

24. **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:

24.1 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.

City Council did not convene into Executive Session.

25. **RECONVENE**

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

No action was taken.

27. **ADJOURNMENT**

Council Member Carpenter made a motion to adjourn the meeting at 8:20 p.m., and Council Member Donaho seconded the motion. Motion carried 5-0.

Signed: _____
Tom S. Ramsey
Mayor

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

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**RESOLUTION NUMBER 19-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE RENEWAL OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE RENEWAL BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	The City of Spring Valley Village originally entered into an Interlocal Agreement with Harris County Sheriff's Office in 1991 for housing, supporting, maintain and confining municipal prisoners who are confined on Class C misdemeanors. These services are not utilized often; however, it is important for the City to have this Interlocal Agreement in place in case it is needed. The current Interlocal Agreement was approved on December 11, 2018, by Resolution No. 18-27 and will expire on December 31, 2019. There is no increase in fees this year. This Resolution would approve a renewal of the Interlocal Agreement that was approved last year with a new termination date of December 31, 2020.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 19-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# 10-30-5002 ☐ 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	READING PASSED	OTHER
❑YES ❑NO		

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE RENEWAL OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE RENEWAL 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, the City Council of the City of Spring Valley Village, Texas, has before it a proposed renewal of the Interlocal Agreement by and between Harris County and the City of Spring Valley Village, Texas, for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails that was approved on December 11, 2018, by Resolution No. 18-27 ("the Renewal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Renewal 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 the Renewal and to authorize the Mayor to execute the Renewal 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 Renewal of the Interlocal Agreement by and between Harris County, Texas, and the City of Spring Valley Village, Texas for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails that was approved on December 11, 2018, by Resolution No. 18-27.

Section 3. The City Council also authorizes the Mayor to execute the Renewal 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

DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

October 2, 2019

Ms.Roxanne Benitez, City Secretary
City of Spring Valley Village
1025 Campbell Rd.
Houston, Texas 77055

RE: (Project No. 111227) Agreement with Harris County and the City of Spring Valley

Ms. Benitez,

The agreement to House, support, maintain, and confine prisoners in Harris County Jails, expires **December 31, 2019**. If your company agrees to renew this agreement under the same terms and conditions, with no increasing in pricing, please notify the Purchasing Department by signing the bottom of this letter and e-mailing it back to me. Renewal is subject to using department approval, the Tax Office review of any taxes owed to Harris County and approval by Commissioners Court.

Please reply by ASAP**.** Please advise immediately if your company does not wish to renew.

If you have any questions you may contact me by phone at 713-274-4425 or email, farrah.simon@pur.hctx.net

Sincerely,

Farrah Simon
Buyer

FHS/dlc

City of Spring Valley, agrees to renew the agreement under the same terms and conditions with no increase in pricing, for the term January 1, 2020 through December 31, 2020.

_____ _____
Signature for Renewal Date

_____
Printed Name

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**Approval of Pay Estimate No. 3 for 2019 Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of $28,606.50**
BACKGROUND:	This is the third 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 September.
RECOMMENDATION:	Doug Bradford with ARKK Engineers has reviewed the pay estimate and recommends approval.
ATTACHMENTS:	• Pay Estimate No. 3 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		

October 9, 2019

Mr. Pat Riley
Public Works Director
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 Mr. Riley,

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

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

The amount of Application for Payment No. 3 is **$28,606.50**

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

Sincerely,

ARKK Engineers, LLC

Doug Bradford, P.E.
Project Manager

DB/mb

cc: Mr. Matthew Hitt - City of Spring Valley Village
Mr. Daniel Lee - DVL Enterprises, LLC

CITY OF SPRING VALLEY VILLAGE

Estimate No. : 3
Cut off Date : 9/30/2019
Estimate Date : 10/9/2019

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 : 102.67% In Place : 78.62%

Original Contract Time : 75
Approved Extensions : 0
Total Contract Time : 75
Days Used to Date : 77
Days Remaining to Date : -2

1. Original Contract Amount $ 154,770.00
2. Approved Change Orders

No.	Date	Add. Days	Amount

$0.00

TOTAL CONTRACT AMOUNT : $ 154,770.00

A. EARNINGS TO DATE

1. Work Complete to Date 78.62% Completed to Date $ 121,680.41
2. Materials on Hand $ -

TOTAL EARNINGS TO DATE : $ 121,680.41

B. DEDUCTIONS

1. Retainage 10.00% of $ 121,680.41 $ 12,168.04
2. Liquidated Damages 0 Days at $0.00 per day. $ -

TOTAL DEDUCTIONS TO DATE : $ 12,168.04

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date $ 121,680.41
2. Total Deductions to Date $ 12,168.04
3. Total Payment Due to Date $ 109,512.37
4. Less Previous Payments $ 80,905.87

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : $ 28,606.50

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: _____ 10/9/2019
Date

Recommended By: _____ 10/9/2019
Date

CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT
OF UNIT PRICE ITEMS

Project Name: Westview Drive Sidewalk Improvements Project — Project Number: 18-037
Contractor: DVL Enterprises, LLC — Estimate No.: 3
Date Range: 9/1/2019 to 9/30/2019

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	0.00	$ -	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	$ -
2A	Adjustment of existing sanitary sewer service lines	L.S.	1	$1,800.00	0.00	$ -	1.00	$ 1,800.00
2B	Remove existing blow-off valve assembley and cap water line	L.S.	1	$800.00	1.00	$ 800.00	1.00	$ 800.00
2C	Retaining wall modifications and additional grading	L.S.	1	$1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00
3	Reinforced Concrete Sidewalk (4"), complete in place the sum of:	S.F.	5,000	$7.00	850.00	$ 5,950.00	4913.63	$ 34,395.41
4	Wheelchair Curb Ramp per ADA Requirements, complete in place the sum of:	S.F.	200	$20.00	0.00	$ -	200.00	$ 4,000.00
5	Remove and Replace 6" thick Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	450	$70.00	12.00	$ 840.00	576.00	$ 40,320.00
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	109.50	$ 1,095.00	109.50	$ 1,095.00
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	280.00	$ 14,000.00	280.00	$ 14,000.00
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	$ -	1.00	$ 1,000.00
11	Abandon Existing Grate Inlet per detail, complete in place the sum of:	E.A	1	$1,500.00	1.00	$ 1,500.00	1.00	$ 1,500.00
12	Replace Existing Yard Drain through Curb, includging Cast Iron Curb Opening, complete in place the sum of:	E.A.	1	$1,000.00	2.00	$ 2,000.00	2.00	$ 2,000.00
13	Adjust Existing Water Meter Box to Final Grade, complete in place the sum of:	E.A.	1	$800.00	2.00	$ 1,600.00	4.00	$ 3,200.00
14	Remove and Re-install Existing Traffic Sign, complete in place the sum of:	E.A	3	$500.00	1.00	$ 500.00	4.00	$ 2,000.00
15	Block Sodding, complete in place the sum of:	S.Y.	1,700	$5.00	500.00	$ 2,500.00	500.00	$ 2,500.00
16	Inlet Protection Barrier, complete in place the sum of:	E.A.	7	$10.00	0.00	$ -	7.00	$ 70.00
					Subtotal	**$ 31,785.00**		**$ 121,680.41**
	(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	**$ 31,785.00**		**$ 121,680.41**

DVL Enterprises, LLC
4022 Cedar Forest
Kingwood, Texas 77339

Pay Estimate 3

Bill To:											
City of Spring Valley Village, Texas											Pay Estimate No.: 3
Westview Drive Sidewalk Improvements Project											Period from 8/30/19 to 10/02/19
2019-05-103											
			BID	$ AMOUNT/	TOTAL	QUANTITY	$ AMOUNT	QUANTITY	QUANTITY	%	$ AMOUNT
No.	DESCRIPTION	UNIT	QUANTITY	UNIT	BID AMOUNT	THIS ESTIMATE	THIS ESTIMATE	PREV ESTIMATES	TO DATE	Complete	TO DATE
A	**BASE BID ITEMS**										
1	MOBILIZATION & TRAFFIC CONTROL, COMPLETE IN PLACE	LS	1	$12,000.00	$12,000.00	0	$0.00	1	1.00	100%	$12,000.00
2	MISCELLANEOUS ALLOWANCE FOR USE BY CITY FOR GENERAL CONSTRUCTION ITEMS AS DIRECTED BY THE ENGINEER	CA	1	$10,000.00	$10,000.00	0.18	$1,800.00	0.18	0.36	36%	$3,600.00
3	REINFORCED CONCRETE SIDEWALK (4" THICK), COMPLETE IN PLACE	SF	5000	$7.00	$35,000.00	850	$5,950.00	4063.63	4913.63	98%	$34,395.41
4	WHEELCHAIR CURB RAMP PER ADA REQUIREMENTS, COMPLETE IN PLACE	SF	200	$20.00	$4,000.00	0	$0.00	200	200.00	100%	$4,000.00
5	REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE DRIVEWAY, COMPLETE IN PLACE	SY	450	$70.00	$31,500.00	12	$840.00	564	576.00	128%	$40,320.00
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%	$0.00
7	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" MAX HEIGHT), COMPLETE IN PLACE	LF	300	$10.00	$3,000.00	109.5	$1,095.00	0	109.50	37%	$1,095.00
8	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" TO 18" MAX HEIGHT), COMPLETE IN PLACE	LF	270	$50.00	$13,500.00	280	$14,000.00	0	280.00	104%	$14,000.00
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%	$0.00
10	ADJUST EXISTING MANHOLE TOP TO FINAL GRADE, COMPLETE IN PLACE	EA	2	$1,000.00	$2,000.00	0	$0.00	1	1.00	50%	$1,000.00
11	ABANDON EXISTING GRATE INLET PER DETAIL, COMPLETE IN PLACE	EA	1	$1,500.00	$1,500.00	1	$1,500.00	0	1.00	100%	$1,500.00
12	REPLACE EXISTING YARD DRAIN THROUGH CURB, INCLUDING CAST IRON CURB OPENING, COMPLETE IN PLACE	EA	1	$1,000.00	$1,000.00	2	$2,000.00	0	2.00	200%	$2,000.00
13	ADJUST EXISTING WATER METER BOX TO FINAL GRADE, COMPLETE IN PLACE	EA	1	$800.00	$800.00	2	$1,600.00	2	4.00	400%	$3,200.00
14	REMOVE AND REINSTALL EXISTING TRAFFIC SIGN, COMPLETE IN PLACE	EA	3	$500.00	$1,500.00	1	$500.00	3	4.00	133%	$2,000.00
15	BLOCK SODDING, COMPLETE IN PLACE	SY	1700	$5.00	$8,500.00	500	$2,500.00	0	500.00	29%	$2,500.00
16	INLET PROTECTION BARRIER, COMPLETE IN PLACE	EA	7	$10.00	$70.00	0	$0.00	7	7.00	100%	$70.00
			TOTAL CONTRACT:		**$139,770.00**		**$31,785.00**				**$121,680.41**
B	**ALLTERNATE #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%	$0.00
			TOTAL ALTERNATIVE ITEM		$15,000.00		$0.00				$0.00
			TOTAL REVISED CONTRACT:		**$154,770.00**						
							THIS ESTIMATE				**TO DATE**
	WORK COMPLETED:						**$31,785.00**				**$121,680.41**
						Retainage 10%	-$3,178.50				-$12,168.04
						Due This Est.	$28,606.50				
						LESS PREVIOUS ESTIMATES:					$ (80,905.87)
						DUE THIS ESTIMATE:					**$28,606.50**

Police Department
Staff Report

SPRING VALLEY POLICE DEPARTMENT
Calls - By Type

09\01\2019
thru 09\30\2019

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	26
22	ALARM	37
23	AMBULANCE CALL	15
24	ANIMAL CALL	2
43	ASSIST OUTSIDE AGENCY	10
135	BUSINESS CHECK	197
47	CHILD LOCKED IN VEHICLE	2
48	CITY CREW REPAIRS	17
49	CIVIL MATTER	1
38	DAMAGE TO CITY PROPERTY	2
53	DEBRIS IN ROADWAY	3
56	DISTURBANCE	2
60	FIRE CALL	14
62	FOUND PROPERTY	1
65	GAS LEAK	2
67	HITCHHIKER	1
68	HOUSE CHECK	34
70	INFORMATION	29
71	INVESTIGATION	11
76	LOUD NOISE	6
80	MISSING PERSON	1
81	OPEN DOOR	6
83	POWER OUTAGE	3
86	PUBLIC RELATIONS	54
90	REPOSSESSED VEHICLE	1
96	SOLICITOR	4
99	STALLED VEHICLE	36
102	SUBPOENA SERVICE	1
103	SUSPICIOUS ACTIVITY	3
104	SUSPICIOUS PERSON	16
105	SUSPICIOUS VEHICLE	25
108	TRAFFIC CONTROL	2
11	TRAFFIC STOP	342
111	VEHICLE BLOCKING ROADWAY	6
112	VEHICLE CHECK	18
42	WARRANT SERVICE	2
117	WELFARE CONCERN	5
	Total	939

Spring Valley Village, TX PD **Sep 1, 2019 - Sep 30, 2019**

Citation Violation Audit By Offense

Total Charges: **497**

Description	Counts
CHILD (4-17) NOT SECURED BY SAFETY BELT	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
CRIMINAL TRESPASSING	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	3
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	19
DEFECTIVE HEAD LAMPS	39
DEFECTIVE HEAD LIGHTS	11
DEFECTIVE STOP LAMP(S)	16
DEFECTIVE TAIL LAMP(S)	12
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	2
DISPLAY/ EXPIRED REGISTRATION	49
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	3
DRIVING WITHOUT ANY LICENSE	2
DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	23
EXPIRED DRIVERS LICENSE	2
FAIL TO DISPLAY DRIVERS LICENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONIBILITY	18
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	14
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MARKINGS	1
FAIL TO REPORT CHANGE OF ADDRESS	6
FAILED TO DIM HEADLIGHTS - FOLLOWING	5
FAILED TO DIM HEADLIGHTS - MEETING	23
FAILED TO DRIVE IN A SINGLE LANE	3
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	7
ILLEGAL LEFT/RIGHT TURN WHERE PROHIBITED	3

Citation Violation Audit By Offense

Total Charges: **497**

Description	Counts
ILLEGAL PARKING - NO PARKING ANY TIME	5
ILLEGAL USE OF CELLULAR PHONE IN SCHOOL ZONE	1
NO DRIVERS LICENSE	51
NO FRONT LICENSE PLATE	7
NO SEAT BELT - DRIVER	1
PARK OR STAND WITHIN 30 FT OF A TRAFFIC CONTROL DEVICE	1
PARKED FACING TRAFFIC	17
PASSING AUTHORIZED EMERGENCY VEHICLE	3
PASSING/DISREGARD NO PASSING ZONE	1
RAN RED LIGHT	25
RAN STOP SIGN	17
SIMPLE ASSAULT	1
SPEEDING >10% ABOVE POSTED LIMIT	88
SPEEDING IN SCHOOL ZONE	8
	1

MONTHLY K-9 REPORT

FOR THE MONTH OF: Sep-19

MOYER, NABORS
FRITZ, ODIN

	TOTALS
K-9 CALLS FOR SERVICE	
SPRING VALLEY VILLAGE	128
OUTSIDE AGENCY	1
K-9 APPREHENSIONS	0
NARCOTICS CASES	1
PUBLIC RELATIONS EVENT	18

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**Request from Spring Branch Memorial Sports Authority ("SBMSA") for Additional Cost Sharing Related to the SBMSA Athletic Complex Project at 9016 Westview Drive.**

BACKGROUND:

Original Discussion Concerning Cost Sharing Related to Walking Trail on January 22, 2019

During the January 22, 2019 meeting, the City Council had a lengthy discussion with Keith Stubbs, Mano Ayala, and Lewis Gissel, representatives from Spring Branch Memorial Sports Authority ("SBMSA") concerning the plans for the athletic complex renovations at 9016 Westview Drive. Originally, the renovation included replacing the existing interior walking trail; however, that part of the project was eliminated by SBMSA once the bids were received due to cost.

Based on the representations by SBMSA that the interior walking trail was not going to be replaced, the outcome of the discussion on January 22, 2019 was that the City Council agreed to fund $17,500.00 (50%) of the cost of constructing a walking trail or sidewalk along the southern section of the SBMSA athletic fields to provide a concrete walking trail from Westview Drive to the new athletic fields which would improve pedestrian connectivity.

February 26, 2019 Council Workshop with SBMSA and Spring Branch Independent School District ("SBISD")

Following the January 22, 2019 Council meeting, there were many meetings and discussions with SBMSA and SBISD concerning the SBMSA project. On February 8, 2019, SBISD advised the City that SBISD has clarified for SBMSA that it did in fact want the interior walking trail located inside the perimeter fence for the use of its students. Therefore, SBMSA would be responsible for replacing the interior walking trail that has been demolished.

On February 26, 2019, the City Council held a Workshop Meeting with representatives from SBISD and SBMSA to discuss again the plans for the new SBMSA Athletic Complex, SBISD's requirements for the project, and the City's decision to construct a sidewalk that would connect the Athletic Complex to Westview Drive. During the Workshop, there was extensive discussion concerning the City's decision to fund the construction of a sidewalk and the impact of the additional impervious cover on drainage requirements for the project since the interior walking trail would in fact be reconstructed as directed by SBISD.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

Additionally, SBMSA was advised that the additional cost of the drainage infrastructure would not be funded by the City. A copy of the Minutes of the February 26, 2019 Workshop is provided with this agenda item.

March 26, 2019 Council Meeting

During the March 26, 2019 meeting, the City Council approved a Development Agreement that documented the approved transaction and provided for the City to reimburse SBMSA for $17,500.00 upon completion of the construction of the sidewalk. On April 4, 2019, City Secretary Roxanne Benitez sent an email to Keith Stubbs with SBMSA requesting a mailing address to use to send the approved Development Agreement for execution and return; however, Mr. Stubbs did not respond to the email. In June or July, Ms. Benitez sent a message through the SBMSA website again requesting a mailing address to use to send the approved Development Agreement, and no response was ever received. The approved Development Agreement was then provided to Mr. Stubbs in person on September 4, 2019, and the City has not received an executed Development or any other response from SBMSA. As of October 9, 2019, SBMSA still has not executed the Development Agreement that provides for the City to reimburse SBMSA $17,500.00. Consequently, the City has not remitted any reimbursement to SBMSA.

Request from SBMSA for Additional Cost Sharing

Until September 13, 2019, there were no additional discussions related any additional drainage improvements required for the Athletic Complex Project. On September 13, 2019, Mayor Ramsey forwarded an email he had received from Keith Stubbs with SBMSA in which Mr. Stubbs requested that the City reimburse SBMSA for 50% of "the total cost of the exterior walkway which was $104,022." Since the Council had already approved a reimbursement of $17,500 for the sidewalk, the request was for an additional $34,511, for a total reimbursement from the City of $52,011. A copy of the email and attachments from Mr. Stubbs to Mayor Ramsey is provided with this agenda item.

Based on the Council's direction during the September 24, 2019 meeting, on September 26, 2019, I advised Mr. Stubbs by email that he or someone else representing SBMSA needed to be at the October 15, 2019 Council meeting to formally present SBMSA's request for additional cost sharing. I also requested

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	that he provide me with a copy of the documentation that SBMSA received from Harris County Flood Control District requiring the additional drainage upgrades. Mr. Stubbs' response dated September 27, 2019 is provided with this agenda item. Mr. Stubbs and/or other representatives from SBMSA will be at the Council meeting to formally present their request for additional cost sharing.
RECOMMENDATION:	None
ATTACHMENTS:	• Copy of Minutes of the Council Workshop Meeting on February 26, 2019 • Copy of Email Dated September 13, 2019 from Keith Stubbs to Mayor Ramsey Requesting Additional Cost Sharing from City • Copy of Email Dated September 27, 2019 from Keith Stubbs Regarding Requested Documentation from Harris County Flood Control District Requiring Additional Drainage Upgrades
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		

DIVIDER PAGE

MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, FEBRUARY 26, 2019 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. CALL TO ORDER

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Council Member Marcus Vajdos at 5:10 p.m.

Members Present:
Mayor Tom Ramsey (arrived at 5:18 p.m.)
Council Member Tom Donaho
Council Member Joy McCormack
Council Member Marcus Vajdos

Members Absent:
Mayor Pro-Tem Allen Carpenter
Council Member David Dominy

2. DISCUSSION AND POSSIBLE ACTION CONCERNING:

Plans for New Spring Branch Memorial Sports Association (SBMSA) Athletic Complex at 9016 Westview Drive and Possible Development of and Cost Sharing Related to a Perimeter Walking Trail.

City Administrator Julie Robinson advised that the special called meeting was a follow-up to the January 22, 2019 City Council meeting regarding the Spring Branch Memorial Sports Association ("SBMSA") Athletic Complex Project and specifically the issues of Spring Branch Independent School District's ("SBISD") position regarding the interior walking trail and public access once the project was complete. Joining the City Council for the Workshop were: Superintendent Dr. Scott Muri, Associate Superintendent of Talent and Operations Jennifer Blaine, Director of Planning and Construction Travis Stanford, and Executive Director of Athletics Paige Hershey with SBISD, and Keith Stubbs and Lewis Gissel with SBMSA. Dr. Muri confirmed for the Council that the interior walking trail would be reconstructed by SBMSA as part of the Athletic Complex Project.

There was extensive discussion concerning public access to the fields and interior walking trail and whether a fence would be installed around the interior walking trail as well as the entire athletic complex. Dr. Muri advised that the public would be restricted from using the interior walking trail and fields during school hours and all school functions as well as during SBMSA scheduled use. He also clarified that SBISD had first priority to the fields with SBMSA having second priority. Ms. Hershey with SBISD advised that the fields would not be accessible to the public during times outside of SBISD and SBMSA use, but the interior walking trail would be.

There was also discussion concerning the City's decision to fund the construction of a sidewalk that would run along the southern part of the property to connect the entry gate to the sidewalk that extends to Westview Drive and the impact of the additional impervious cover on drainage requirements for the project since the interior walking trail would in fact be reconstructed. Keith Stubbs with SBMSA advised that they had resubmitted the plans to Harris County Flood Control District ("HCFCD"), and HCFCD is requiring SBMSA to

construct additional drainage infrastructure to offset the additional impervious cover. Ms. Robinson advised that the City Council had only approved contributing $17,500 for the additional sidewalk based on the representations of SBMSA during the January 22, 2019 Council meeting, and the additional cost of the drainage infrastructure would not be funded by the City. Ms. Robinson advised that the reconstruction of the interior walking trail changed the impervious cover calculations and therefore the City would have to reconsider any perimeter walking trail since the previous discussion about the perimeter walking trail was based on SBMSA's representation that the interior walking trail would not be reconstructed and consequently the previously-approved impervious cover calculations included enough for the proposed perimeter walking trail.

The Council and SBISD briefly discussed the possibility of a future walking trail that would connect to the greenspace to the east of the Vines Center, and both entities agreed that additional discussions were necessary, including discussions with the SBISD Board of Trustees, before proceeding with any project. It was the consensus of the Council not to proceed with any further development of a possible perimeter walking trail along the northern side of the SBMSA fields at this time.

3. ADJOURNMENT

Council Member Donaho made a motion to adjourn the meeting at 6:06 p.m., and Council Member Vajdos seconded the motion. Motion carried 3-0.

Signed: _____
Tom S. Ramsey
Mayor

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

DIVIDER PAGE

Julie Robinson

From: Mayor Tom Ramsey
Sent: Friday, September 13, 2019 3:48 PM
To: Julie Robinson
Subject: Fwd: 9000 1/2 Westview Drive - SBMSA/SBISD Improvement
Attachments: Change Proposal 1R1 - Spring Valley Sidewalk.pdf; ATT00001.htm; Change Proposal 3R1 - Storm Drainage.pdf; ATT00002.htm; Change Proposal 8 - Gates Sidewalk v2.pdf; ATT00003.htm

Follow Up Flag: Follow up
Due By: Tuesday, September 17, 2019 9:00 AM
Flag Status: Completed

Julie
Please vet these details and set a meeting for you and I to discuss next week. Thanks
Tom
Sent from my iPhone

Begin forwarded message:

> **From:** "Keith Stubbs" <kstubbsjr@comcast.net>
> **To:** "Mayor Tom Ramsey" <mayor@springvalleytx.com>
> **Cc:** "'Keith Stubbs'" <kstubbsjr@comcast.net>, "lgissel3@gmail.com" <lgissel3@gmail.com>
> **Subject: 9000 1/2 Westview Drive - SBMSA/SBISD Improvement**
>
> Mayor Ramsey,
>
> It was good to see you at the fields recently.
>
> Hope all is going well with you and your family.
>
> When we (SBMSA) met with Spring Valley in January of 2019, SBMSA did not contemplate the interior, circular walking trailing being installed.
>
> - Interior, circular walking trail was designed and bid as an alternate.
> - Harris County Flood Control's initial approval assumed interior, circular walking trail was to be installed.
>
> When we communicated the cost of the exterior walking trail ($36,976) (Change Proposal 1R1) to Spring Valley, we assumed no additional storm drainage upgrades would be needed due the fact that the interior, circular walking trail was not being installed.
>
> - When SBISD informed us that the interior, circular walking trail would be included, we had to incur an additional $61,196 (Change Proposal 3R1) of storm drainage upgrades to accommodate the exterior walking trail.
>
> When we discussed the exterior walking trail on site, it was agreed that it would terminate at the south side of our primary gate entrance on the west side of the property. Again, this conversation/verbal agreement took place prior to the decision to add the internal, circular walking trail.

- As a result, we needed to extend the external walking trail to the circular, internal walking trail at an incremental cost of $5,850 (see concrete detail of Change Proposal 8).

We respectfully request that Spring Valley split (50/50) with SBMSA the total cost of the exterior walkway which was $104,022. 50% of this amount would be $52,011.

- Original Exterior Walking Trail - $36,976
- Storm Drainage Upgrades - $61,196
- Exterior Walkway Extension - $5,850
- Total-` $104,022

Thank you very much for your consideration. We look forward to your feedback.

Keith Stubbs

WKSJ Capital Advisory Services, LLC
W. Keith Stubbs Jr.
President
9039 Katy Freeway Suite 237
Houston, Texas 77024
713-557-5978
kstubbsjr@comcast.net

C. A. WALKER CONSTRUCTION

CHANGE PROPOSAL

PROJECT: SBMSA Athletic Fields
9000 1/2 Westview Dr.
Houston, TX 77055

CHANGE PROPOSAL NO.: 1R1

DATE: 02/21/2019

PROPOSED CHANGES IN THE WORK:

Added Sidewalk Requested by Spring Valley:
(incudes sidewalk, curb, striping, signage, backfill and dirt haul-off)

ADD: $ 36,975.81

TOTAL: $ 36,975.81

Notes:

This Change Proposal is accepted and the Contractor is authorized to proceed with the proposed change in the Work. Accepted Change Proposals will be incorporated into a Change Order.

Kirksey Architects	C.A. Walker Construction	SBMSA
ARCHITECT	CONTRACTOR	OWNER
By	By	By
Date 3/21/2019	Date 3/21/19	Date 3/21/19

3/21/19

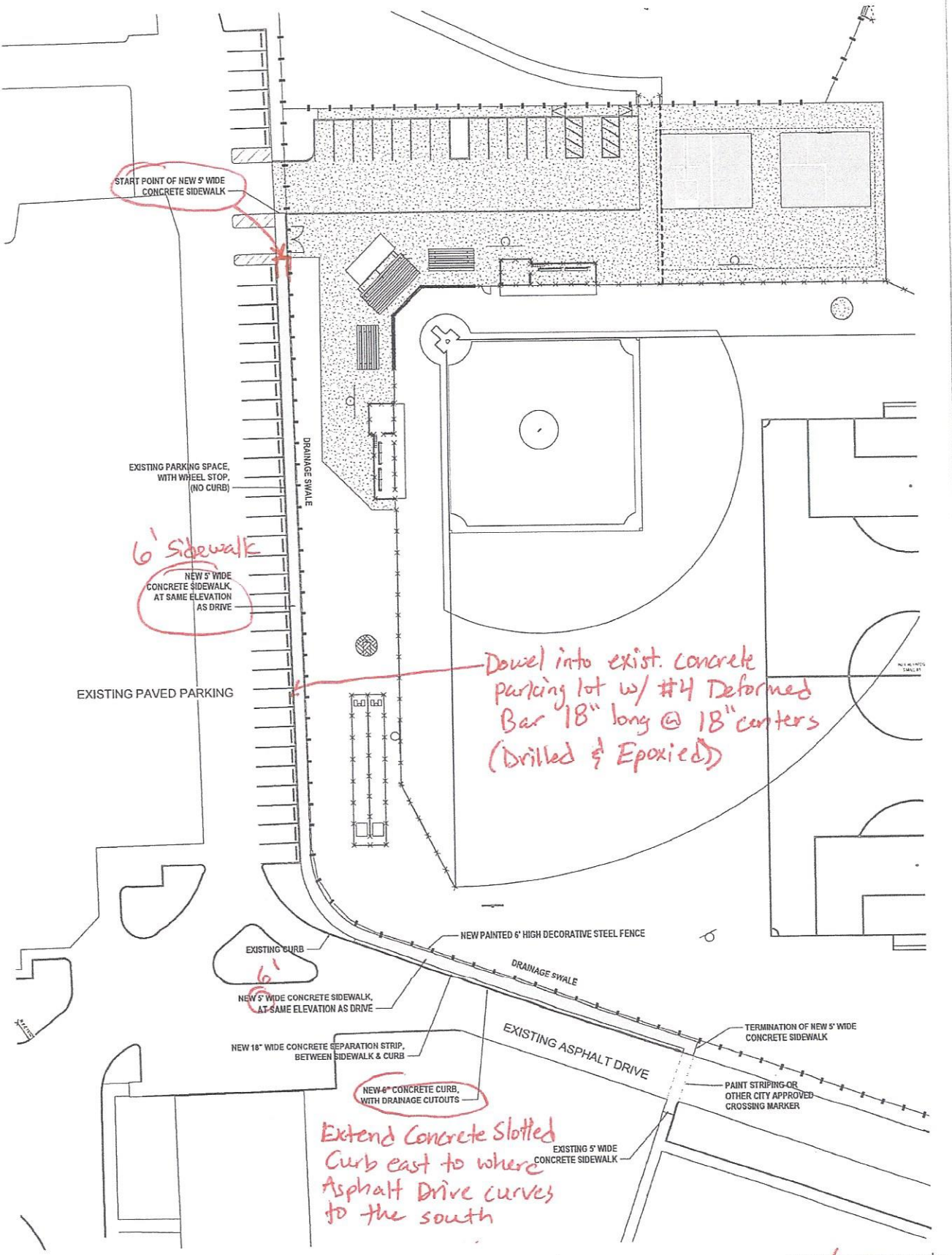
SBMSA Athletic Fields

Change Proposal No.: 1R1

Date: ***21-Feb-19***

Description: ***Added Sidewalk Requested by Spring Valley:***
(incudes sidewalk, curb, striping, signage, backfill

Cost Code	Description	Quantity	Unit	Labor Cost	Unit	Material Cost	Subcontracts	Equipment	Total
010 041	Supervision/Barricades			$ 1,800.00					$ 1,800.00
020 842	Striping						$ 3,175.00		$ 3,175.00
030 151	Concrete						$ 27,550.00		$ 27,550.00
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
				$ 1,800.00		$ -	$ 30,725.00		$ 32,525.00
							Subtotal		$ 32,525.00
							Overhead 5%		$ 1,626.25
							Subtotal		$ 34,151.25
							Fee 5%		$ 1,707.56
							Subtotal		$ 35,858.81
							Insurance		$ 215.15
							Subtotal		$ 36,073.97
							Bond		$ 901.85
							Sales Tax		$ -
							TOTAL		**$ 36,975.81**



1/16" = 1'-0"

ENLARGED PLAN AT PROPOSED WALK | A4

NEW 5 FOOT WIDE SIDEWALK, APPROXIMATELY 510 LINEAR FEET

NEW CURB, APPROXIMATELY 150 LINEAR FEET - EXISTING CURB TO CROSS WALK, ADD 215 FEET FOR FULL DRIVE

ENLARGED SITE PLAN

SBMSA Athletic Fields - Spring Branch Education Center

Kirksey

© 2015 Kirksey

Clint Connell

From: All Star Striping <allstarstriping@hotmail.com>
Sent: Wednesday, January 16, 2019 9:05 AM
To: Clint Connell
Subject: Re: SBEC Renovation

Clint,

Our price for the crosswalk and signs is $3,175.

Price includes (1) Continental Style thermoplastic pedestrian crosswalk and (2) Pedestrian Cross walk signs. Pedestrian signs to high visibility vinyl. The sign posts will be galvanized 2x2 perforated posts set in the landscape area with concrete footings.

Price does not include multiple mobilizations, cleaning, washing, or coring.

Dusty Eggleston
All Star Striping
281-894-9449
www.allstarstriping.net

"The strongest reason for people to retain the right to keep and bear arms is, as a last resort, to protect themselves against tyranny in government. -Thomas Jefferson

---

From: Clint Connell <ClintC@cawalker.net>
Sent: Wednesday, January 16, 2019 8:14 AM
To: allstarstriping@hotmail.com
Subject: FW: SBEC Renovation

Dusty, can you help with a quick price for the crosswalk on this one?

I'm thinking two crosswalk signs on posts and paint across the road.

Call with any questions.

Thank you

Clint

C. A. WALKER CONSTRUCTION

Clint Connell
Project Manager

1543 Silber Road
Houston, TX 77055

Phone 713.956.7070
Mobile 713.208.5864

clintc@cawalker.net
www.cawalkerconstruction.com

AGGTECH CONCRETE CONSTRUCTION

AGGTECH CONCRETE
18518 Mueschke Rd.
Cypress, Texas 77433
Tel: 281-304-5885 Fax: 281-304-8048

Revised Proposal 19-007 Revised 2-26-19

1-16-19 revision 2-21-19

Project Name: SBMSA Sidewalks

Project Description: Sidewalks and Misc. Curbing

Scope of work includes all labor and materials.

The following proposal is for the 2,550 SF. Of 4.5" sidewalks and misc. curbing Listed below is the methodology that will be used to complete project.

Concrete Scopes:

1. 4.5" Sidewalk per Drawings with #3 @ 24" Approx. 2,550 SF. At 6 feet wide per request
2. Approx. 150 linear feet of 6" curb on top of 6" footer below grade tied into existing curb
3. Wreck forms and backfill all sidewalks and curbs
4. Additional 210 linear feet of 6" curb added to scope #2 above.

TOTAL PRICE: $ 27,550.00 excluding tax

Breakdown:
Sidewalks including Equipment and materials: $17,382.37
Curbing including equipment and materials: $10,167.63

Notes* Price includes material, labor and equipment. Aggtech Concrete will perform a thorough walk thru before starting work.

Exclusions: Sales tax, permitting, fees, Structural excavation, soil testing, concrete testing, piping, electrical, bollards, striping, utilities.

Liability – Aggtech Concrete shall not be held liable for delays or failure to start project resulting from strikes, lock outs, work stoppages, labor disputes, war, civil disturbances, floods, acts of GOD, Suppliers delays, defaults or regulations of any governmental authority beyond our control. Contractor Is not liable for damages that may occur to underground utilities such as phone, cable, irrigation, electrical and gas unless notified by the customer of their location prior to the beginning of the project.

Price is good for thirty (30) days.

Work will be billed on a percentage completion basis.

Sincerely,

James Verbois

_____ _____

Accepted Date

C. A. WALKER
CONSTRUCTION

CHANGE PROPOSAL

PROJECT: SBMSA Athletic Fields
9000 1/2 Westview Dr.
Houston, TX 77055

CHANGE PROPOSAL NO.: 3R1

DATE: 02/28/2019

PROPOSED CHANGES IN THE WORK:

Strorm Drainage: **ADD:** **$ 61,196.17**
(City/HCFCD Revisons dated 2/15/19)
(if additional permit fees are required, they will be billed as assessed)

TOTAL: **$ 61,196.17**

Notes:

This Change Proposal is accepted and the Contractor is authorized to proceed with the proposed change in the Work. Accepted Change Proposals will be incorporated into a Change Order.

Kirksey Architects	C.A. Walker Construction	SBMSA
ARCHITECT	CONTRACTOR	OWNER
By	By	By
Date 3/21/2019	Date 2/22/19	Date 3-22-19
		3/21/19

SBMSA Athletic Fields

Change Proposal No.: 3 ***Date: 28-Feb-19***

Description: Strorm Drainage:
(City/HCFCD Revisons dated 2/15/19)

Cost Code	Description	Quantity	Unit	Labor Cost	Unit	Material Cost	Subcontracts	Equipment	Total
010 041	Supervision			$ 1,800.00					$ 1,800.00
010 024	Reprographics					$ 200.00			$ 200.00
010 101	Permit								$ -
020 055	Earthwork						$ 7,550.00		$ 7,550.00
020 082	Utility						$ 44,279.93		$ 44,279.93
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
				$ 1,800.00		$ 200.00	$ 51,829.93		$ 53,829.93
							Subtotal		$ 53,829.93
							Overhead 5%		$ 2,691.50
							Subtotal		$ 56,521.43
							Fee 5%		$ 2,826.07
							Subtotal		$ 59,347.50
							Insurance		$ 356.08
							Subtotal		$ 59,703.58
							Bond		$ 1,492.59
							Sales Tax		$ -
							TOTAL		**$ 61,196.17**

EMi CONSTRUCTION

23230 Snook Lane
Tomball, Texas 77375
281.357.0404 - 281.357.0408 fax

REQUEST FOR CHANGE ORDER

February 21, 2019

RE: **SBMSA Sports Fields**

Please accept this as a request for a Change Order to be processed for the following:

Import additional common fill material per SBMSA Sports Fields 2019 Plan Revisions.

Import Additional Common Fill	(58 loads)	$6,275.00
Reconfiguration of GPS Models		$ 590.00
OH & P (10%)		$ 685.00
TOTAL IMPACT		**$7,550.00**

Thank you,
Jon Rosas
281-932-5381

Clint Connell

From: Eddy Morgan <eddym.emiconst@gmail.com>
Sent: Tuesday, February 26, 2019 9:12 AM
To: Clint Connell
Subject: Re: FW: SBMSA Athletic Fields - CP 1-3

Good morning Clint, I went back over the takeoffs I did on the SBMSA fields. My Paydirt program calculated an 852 cy difference in quantities between the old drawings and the revised ones, which is roughly a 1/2" of additional material across the site, which really isn't very much. I calculated the storm sewer changes and came up with 432 cy of additional spoils from the 15" pipe increasing to a 42" pipe that is roughly double the spoils of the 15", but still leaving a 420 cy of additional import that I asked for in the Change Order. Let me know how you would like to proceed. Thanks

On Mon, Feb 25, 2019 at 3:06 PM Clint Connell <ClintC@cawalker.net> wrote:

> Adam and Eddy,
>
> The architect has some follow up questions for your storm and dirt pricing for this project. Please answer questions 3a and 3b below.
>
> I need this back tomorrow so call with any questions.
>
> Thanks
>
> Clint

C. A. WALKER CONSTRUCTION

Clint Connell
Project Manager

1543 Silber Road

Houston, TX 77055

Phone 713.956.7070
Mobile 713.208.5864
clintc@cawalker.net

www.cawalkerconstruction.com

SBMSA

ate: February 27, 2019

To: Clint Connell
C.A. Walker
1543 Silver Road
Houston, TX 77055
clintc@cawalker.net
(713) 956-7070

From: Adam Sydnor
Spring Creek Contracting, LLC.
PO Box 690029
Houston, TX 77269
asydnor@springcreekllc.com

Re: SBMSA Sports Fields
Change Order Request No.2 - Plan Changes

ITEM	DESCRIPTION	UNIT	REVISED	ORIGINAL	DIFF	UNIT COST	TOTAL
	42" HDPE	LF	780	469	311	$ 175.23	$ 54,496.53
	18" HDPE	LF	329	385	(56)	$ 40.86	$ (2,288.16)
	15" HDPE	LF	377	485	(108)	$ 37.07	$ (4,003.56)
	12" HDPE	LF	875	1,027	(152)	$ 33.19	$ (5,044.88)
	10" PVC SDR26 D3034	LF	199	199	0	$ -	$ -
	6" PVC SDR26 D3034	LF	90	90	0	$ -	$ -
	Grate Inlet on Existing 24"	EA	1	1	0	$ -	$ -
	Storm Manhole on Existing 36"	EA	1	1	0	$ -	$ -
	Storm Manhole	EA	1	4	(3)	$ 1,745.00	$ (5,235.00)
	Grate Inlet	EA	16	16	0	$ -	$ -
	Adjust Existing Inlet	EA	4	4	0	$ -	$ -
	Trench Drain (Excluded & By Others)	LS	Excluded	Excluded	Excluded	Excluded	Excluded
	Remove & Replace 36" CGMP	LF	45	45	0	$ -	$ -
	Storm Manhole w/Grate Top	EA	3	0	3	$ 2,120.00	$ 6,360.00
	Trench Safety	LF	2,650	2,655	(5)	$ 1.00	$ (5.00)
Total							$ 44,279.93

Accepted By:

Company _____ _____

Signature _____ _____

Printed Name _____ _____

Date _____ _____

C. A. WALKER
CONSTRUCTION

CHANGE PROPOSAL

PROJECT: SBMSA Athletic Fields
9000 1/2 Westview Dr.
Houston, TX 77055

CHANGE PROPOSAL NO.: 8

DATE: 06/14/2019

PROPOSED CHANGES IN THE WORK:

Add Gates and Sidwalk: (see attached marked up site plans from design team)	**ADD:**	**$**	**10,061.06**

TOTAL:	**$**	**10,061.06**

Notes:

This Change Proposal is accepted and the Contractor is authorized to proceed with the proposed change in the Work. Accepted Change Proposals will be incorporated into a Change Order.

Kirksey Architects	C.A. Walker Construction	SBMSA
ARCHITECT	CONTRACTOR	OWNER
By	By	By
Date	Date	Date

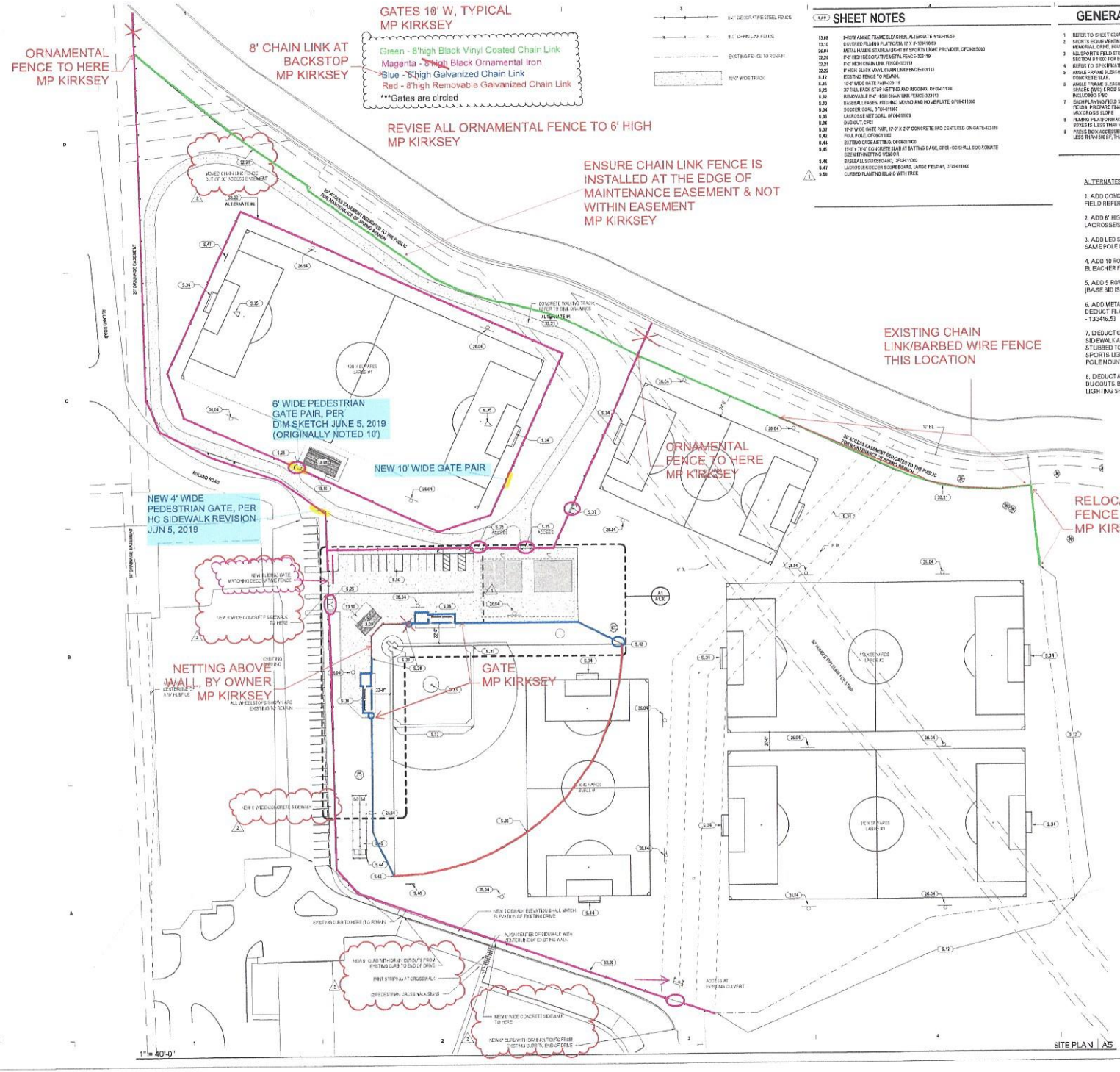
SBMSA Athletic Fields

Change Proposal No.: 8

Date: ***14-Jun-19***

Description: ***Add Gates and Sidwalk:***
(see attached marked up site plans from design team)

Cost Code	Description	Quantity	Unit	Labor Cost	Unit	Material Cost	Subcontracts	Equipment	Total
020 074	Fence						$ 3,000.00		$ 3,000.00
030 151	Concrete						$ 5,850.00		$ 5,850.00
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
				$ -		$ -	$ 8,850.00		$ 8,850.00
							Subtotal		$ 8,850.00
							Overhead 5%		$ 442.50
							Subtotal		$ 9,292.50
							Fee 5%		$ 464.63
							Subtotal		$ 9,757.13
							Insurance		$ 58.54
							Subtotal		$ 9,815.67
							Bond		$ 245.39
							Sales Tax		$ -
							TOTAL		**$ 10,061.06**



SHEET NOTES

13.09	9-ROW ANGLE FRAME BLEACHER, ALTERNATE 4-13345.53
13.10	COVERED PLAYING PLATFORM, 12' X 8'-13345.53
26.01	METAL HALIDE STADIUM LIGHT BY SPORTS LIGHT PROVIDER, CFDI-265000
22.20	8'-0" HIGH DECORATIVE METAL FENCE-323119
22.21	8'-0" HIGH CHAIN LINK FENCE-323113
22.22	8' HIGH BLACK VINYL CHAIN LINK FENCE-323113
5.12	EXISTING FENCE TO REMAIN.
5.25	10'-0" WIDE GATE PAIR-323119
5.26	30' TALL BACK STOP NETTING AND BOOMING, CFDI-611000
5.32	REMOVABLE 8'-0" HIGH CHAIN LINK FENCE-323113
5.33	BASEBALL BASES, PITCHING MOUND AND HOME PLATE, CFDI-611000
5.34	SOCCER GOAL, CFDI-611000
5.35	LACROSSE NET GOAL, CFDI-611000
5.36	DUGOUT, CFDI
5.37	10'-0" WIDE GATE PAIR, 12'-0" X 2'-0" CONCRETE PAD CENTERED ON GATE-323119
5.42	FOUL POLE, CFDI-611000
5.44	BATTING CAGE NETTING, CFDI-611000
5.45	15'-0" x 70'-0" CONCRETE SLAB AT BATTING CAGE, CFDI-GC SHALL COORDINATE SIZE WITH NETTING VENDOR
5.46	BASEBALL SCOREBOARD, CFDI-611000
5.47	LACROSSE/SOCCER SCOREBOARD, LARGE FIELD #1, CFDI-611000
5.54	CURBED PLANTING ISLAND WITH TREE

GENERAL NOTES

1. REFER TO SHEET C1.24 FOR ALL DEMOLITION INFORMATION.
2. SPORTS EQUIPMENT/NETTING BASIS OF DESIGN IS BASED ON SPRING FOREST MIDDLE SCHOOL FIELDS, 1420 MEMORIAL DRIVE, HOUSTON. SECURITY CHECK-IN REQUIRED FOR SITE VISIT.
3. ALL SPORTS FIELD STRIPING & EQUIPMENT IS OFCI UNLESS NOTED OTHERWISE. REFER TO SPECIFICATION SECTION 2 11000 FOR EQUIPMENT.
4. REFER TO SPECIFICATION SECTION 01500 FOR ALL CONTRACTOR PROVIDED EQUIPMENT.
5. ANGLE FRAME BLEACHERS ARE DESIGNED/FABRICATED/INSTALLED BY BLEACHER SUPPLIER, ANCHORED TO CONCRETE SLAB.
6. ANGLE FRAME BLEACHER SUPPLIER SHALL DESIGN BLEACHERS WITH CUTOUTS FOR REQUIRED WHEEL CHAIR SPACES: (2WC) 5 ROW 56 SEATS INCLUDING 2 WC, 8 ROW 106 SEATS INCLUDING 4 WC, 10 ROW 212 SEATS INCLUDING 5 WC
7. EACH PLAYING FIELD SHALL HAVE AN ACCESSIBLE ROUTE PROVIDED; WHERE SIDEWALKS ARE NOT PRESENT TO FIELDS, PREPARE FINAL GRADING THAT IS PLANE/STABLE, WITH 1:2 MAX SLOPE IN DIRECTION OF TRAVEL AND 1:50 MAX CROSS SLOPE
8. PLAYING PLATFORM ACCESSIBILITY INFO: PLATFORM ACCESSES FROM BLEACHERS. TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF, THUS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE
9. PRESS BOX ACCESSIBILITY INFO: PRESS BOX ACCESS IS FROM BLEACHERS. TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF, THUS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE

ALTERNATES

1. ADD CONCRETE WALKING TRACK AROUND LACROSSE/SOCCER LARGE #1 FIELD REFER TO SHEETS C2.13 AND A1.20.
2. ADD 6' HIGH BLACK VINYL CHAIN LINK FENCE AROUND LACROSSE/SOCCER LARGE #1 FIELD (RECTANGULAR AREA SHOWN).
3. ADD LED SPORTS LIGHTING, DEDUCT METAL HALIDE LIGHTING. USING SAME POLE LAYOUT.
4. ADD 10 ROW ANGLE FRAME BLEACHER FOR 212 SEATS, DEDUCT 8 ROW BLEACHER FOR 166 SEATS (TWO LOCATIONS).
5. ADD 5 ROW ANGLE FRAME BLEACHER FOR 56 SEATS, TWO LOCATIONS (BASE BID IS NOTHING).
6. ADD METAL PRESSBOX AT BASEBALL FIELD AND AT LACROSSE FIELD. DEDUCT FILMING PLATFORM AT EACH LOCATION (TWO LOCATIONS) - 13.2416.53
7. DEDUCT CMU RESTROOM/STORAGE BUILDING IN IT'S ENTIRETY. DEDUCT SIDEWALK AT BUILDING UP TO WEST WALL. INCLUDE ALL UTILITIES STUBBED TO BUILDING LOCATION, FOR ADDITION OF FUTURE BUILDING. SPORTS LIGHTING CONTROLS TO BE LOCATED IN CHAIN LINK CAGE AND POLE MOUNTED ELECTRICAL CONTROLS.
8. DEDUCT ALL ITEMS ASSOCIATED WITH THE BASEBALL FIELD. BLEACHERS DUGOUTS, BATTING CAGE, FOUL POLES, NETTING, BASES. ALL SPORTS LIGHTING SHALL REMAIN.

Kirksey ARCHITECTURE
6909 Portwest Drive
Houston Texas 77024
713 850 9600
kirksey.com

These drawings have been prepared as one coordinated set of drawings and are complimentary. While required by one drawing or required by all of the drawings, each of a full or a partial part is not identified on every sheet. Any sheet viewed as a single or isolated sheet of the drawings without consideration for the information included in the total set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.

REGISTERED ARCHITECT JAMES E. KIRKSEY STATE OF TEXAS 15234

15 FEBRUARY 2019

	DATE	ISSUE
△	12 APR 2019	ISSUE FOR PERMIT & PRICING
1	22 JUN 2019	ISSUE FOR PERMIT & BID
2	15 FEB 2019	CITY-COMMENTS REVISIONS

PROJECT NAME
SBMSA Athletic Fields - Spring Branch Education Center

PROJECT ADDRESS
9000 1/2 WESTVIEW DR
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011

KEY PLAN

SHEET TITLE
SITE PLAN

SHEET NUMBER
A1.20

© 2017 Kirksey

DOW SINCE 1964
Dow Pipe & Fence Supply Co.

DELIVERING OUTSTANDING WORK

Toll Free: 1-800-460-3691
Office: 713-920-1414
Fax: 713-920-1222

INSTALLATION PROPOSAL

SOLD TO:	SHIP TO:
C.A. Walker Construction 1543 Silber Road Houston, TX 77055	Spring Branch Memorial Sports Association 9000 1/2 Westview Drive Houston, TX 77055

DATE:	TELEPHONE	PO #	JOB #	SALESPERSON
06.11.2019	**713.956.7070 / 713.208.5864**			**DAKRIN J DOW**

CONTACT	FAX/EMAIL	SO #	TAX CODE
CLINT CONNELL	clintc@cawalker.net		**NON**

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	EA	**3" SQ x 11 Gauge x 9' Black Gate Post w/ Cap**		
1	EA	**6'H x 4'W Black Ornamental Iron Single Swing Gate**		
		header, self closing hinges, padlockable		
1	EA	**6'H x 6'W Black Ornamental Iron Double Swing Gate**		
		header, self closing hinges, padlockable		

Notes:

TOTAL MATERIALS + LABORS	$3,000.00
TAX IF APPLICABLE	$0.00
TOTAL TURNKEY PROJECT	**$3,000.00**

ESTIMATED BY: *Dakrin J Dow*

ACCEPTED BY:

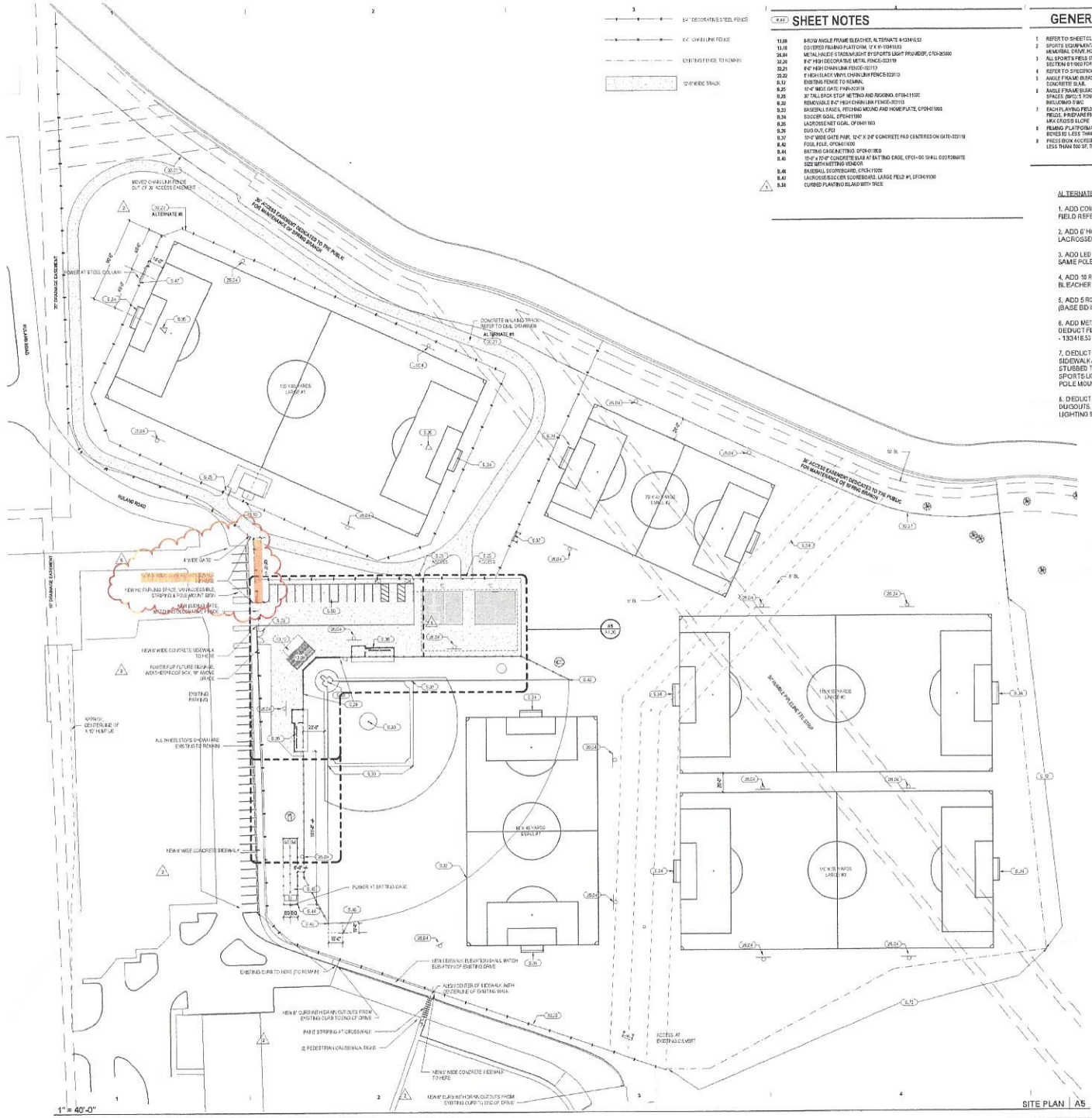
CONTRACT CONDITIONS

MORE OR LESS MATERIAL OTHER THAN AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE. ACCEPTANCE - The above proposal when accepted by the Company, at its main office, becomes a contract between two parties and is not subject to cancellation. Silence on the part of the Company shall not be constructed as an acceptance of this proposal.

In case Payment is not made as specified in (Terms of Payment) the property owner expressly gives the company or its assignee the right to come on his property to repossess all materials used on this job without recourse, and the property owner further agrees to accept all responsibility for any damage caused by this repossession. PROPERTY OWNER is soley responsible for locating, staking and clearing fence lines. Purchaser also agrees that the Company will not be held responsible or liable for any damage of any nature to underground obstructions, and understand there is no warranty on wood fence materials.

NOTICE: If contract is changed after the erection crew delivers the material, there will be a $20.00 per hour charge for lost time.

If contract is canceled, a 25% charge of the total contract price will be charged.



1" = 40'-0"

SITE PLAN | A5

SHEET NOTES

11.09	BROW ANGLE FRAME BLEACHER, ALTERNATE 4-133416.53
11.10	COVERED FILMING PLATFORM, 12' X 8'-133416.53
26.04	METAL HALIDE STADIUM LIGHT BY SPORTS LIGHT PROVIDER, CFDI-26500
32.20	8'-0" HIGH DECORATIVE METAL FENCE-323119
32.21	8'-0" HIGH CHAIN LINK FENCE-323113
32.22	8' HIGH BLACK VINYL CHAIN LINK FENCE-323113
5.12	EXISTING FENCE TO REMAIN,
6.25	10'-0" WIDE GATE PAIR-323119
6.26	30' TALL BACK STOP NETTING AND RIGGING, CFDI-11030
6.32	REMOVABLE 8'-0" HIGH CHAIN LINK FENCE-323113
9.33	BASEBALL BASES, PITCHING MOUND AND HOME PLATE, CFDI-011003
9.34	SOCCER GOAL, CFDI-011000
9.35	LACROSSE NET GOAL, CFDI-011003
9.36	DUG OUT, CFDI
9.37	10'-0" WIDE GATE PAIR, 12'-0" X 24" CONCRETE PAD CENTERED ON GATE-323119
9.42	FOUL POLE, CFDI-011030
9.44	BATTING CAGE NETTING, CFDI-011003
9.45	15'-0" x 70'-0" CONCRETE SLAB AT BATTING CAGE, CFDI - DO SHALL COORDINATE SIZE WITH NETTING VENDOR
9.48	BASEBALL SCOREBOARD, CFDI-11020
9.49	LACROSSE/SOCCER SCOREBOARD, LARGE FIELD #1, CFDI-011030
5.54	CURBED PLANTING BLVD WITH TREE

GENERAL NOTES

1. REFER TO SHEET CL04 FOR ALL DEMOLITION INFORMATION.
2. SPORTS EQUIPMENT/MITTING BASE OF DEGRADE BASED ON SPRING FOREST MIDDLE SCHOOL FIELDS, 1400 MEMORIAL DRIVE, HOUSTON, SECURITY CHECK-IN REQUIRED FOR SITE VISIT.
3. ALL SPORTS FIELD STRIPING & EQUIPMENT BY CFDI UNLESS NOTED OTHERWISE. REFER TO SPECIFICATION SECTION 011000 FOR EQUIPMENT.
4. REFER TO SPECIFICATION SECTION 011000 FOR ALL CONTRACTOR PROVIDED EQUIPMENT.
5. ANGLE FRAME BLEACHERS ARE DESIGNED FABRICATED INSTALLED BY BLEACHER SUPPLIER, ANCHORED TO CONCRETE SLAB.
6. ANGLE FRAME BLEACHER SUPPLIER SHALL DESIGN BLEACHERS WITH CUTOUTS FOR REQUIRED WHEEL CHAIR SPACES (MIN) 5 ROW 10 SEATS INCLUDING 2 WC, 8 ROW 168 SEATS INCLUDING 4 WC, 10 ROW 210 SEATS INCLUDING 5 WC
7. EACH PLAYING FIELD SHALL HAVE A NACCESSIBLE ROUTE PROVIDED; WHERE SIDEWALKS ARE NOT PRESENT TO FIELDS, PROPER GRADING THAT IS FIRM/STABLE, WITH 1:10 MAX SLOPE IN DIRECTION OF TRAVEL AND 1:50 MAX CROSS SLOPE
8. FILMING PLATFORM ACCESSIBILITY INFO: PLATFORM ACCESS IS FROM BLEACHERS, TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF, THUS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE
9. PRESS BOX ACCESSIBILITY INFO: PRESS BOX ACCESS IS FROM BLEACHERS, TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF, THUS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE

ALTERNATES

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5. ADD 5 ROW ANGLE FRAME BLEACHER FOR 50 SEATS, TWO LOCATIONS (BASE BID IS NOTHING).

6. ADD METAL PRESSBOX AT BASEBALL FIELD AND AT LACROSSE FIELD. DEDUCT FILMING PLATFORM AT EACH LOCATION (TWO LOCATIONS). - 133416.53

7. DEDUCT CMU RESTROOM/STORAGE BUILDING IN ITS ENTIRETY. DEDUCT SIDEWALK AT BUILDING UP TO WEST WALL. INCLUDE ALL UTILITIES STUBBED TO BUILDING LOCATION. FOR ADDITION OF FUTURE BUILDING. SPORTS LIGHTING CONTROLS TO BE LOCATED IN CHAIN LINK CAGE AND POLE MOUNTED ELECTRICAL CONTROLS.

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REGISTERED ARCHITECT STATE OF TEXAS

05 JUNE 2019

	DATE	ISSUE
	13 APR 2019	ISSUE FOR PERMIT & PRICING
1	22 JUN 2019	ISSUE FOR PERMIT & BID
2	19 DEC 2019	PIPELINE COMMENTS
3	06 FEB 2019	CLARIFICATIONS
4	15 FEB 2019	CITY/HCFD REVISIONS
5	30 MAY 2019	CLARIFICATIONS
6	5 JUNE 2019	HC SIDEWALK

PROJECT NAME
SBMSA Athletic Fields - Spring Branch Education Center

PROJECT ADDRESS
9000 1/2 WESTVIEW DR
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011

KEY PLAN

N

SHEET TITLE
SITE PLAN

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AGG TECH
CONCRETE CONSTRUCTION

AGGTECH CONCRETE
18518 Mueschke Rd.
Cypress, Texas 77433
Tel: 281-304-5885 Fax: 281-304-8048

Proposal

6-14-19

Project Name: SBMSA Sidewalk

Project Description: Addition Sidewalk tie-in to Track Area

Scope of work includes all labor and materials.

The following proposal is for approx. 420 SF. Of 4.5" sidewalk tying in the field approach by others to the track. Listed below is the methodology that will be used to complete project.

Concrete Scopes:

1. 4.5" Sidewalk per Drawings with #3 @ 24" Approx. 420 SF. At 6 feet wide per request, grading and dirt work by others. We will set forms, install redwood per previous layout, install #3 rebar and set on chairs. Pour approx. 420 SF of 5" sidewalks and apply a light broom finish to match previously poured walks. We will wreck forms and haul off site upon completion.

TOTAL PRICE: $ 5,850.00 excluding tax

Notes* Price includes material, labor and equipment. Aggtech Concrete will perform a thorough walk thru before starting work.

Exclusions: Sales tax, permitting, fees, Structural excavation, soil testing, concrete testing, piping, electrical, bollards, striping, utilities fencing, dirt work.

Liability – Aggtech Concrete shall not be held liable for delays or failure to start project resulting from strikes, lock outs, work stoppages, labor disputes, war, civil disturbances, floods, acts of GOD, Suppliers delays, defaults or regulations of any governmental authority beyond our control. Contractor Is not liable for damages that may occur to underground utilities such as phone, cable, irrigation, electrical and gas unless notified by the customer of their location prior to the beginning of the project.

Price is good for thirty (30) days.

Work will be billed on a percentage completion basis.

Sincerely,

James Verbois

_____ _____

Accepted Date

DIVIDER PAGE

Julie Robinson

From: Keith Stubbs <kstubbsjr@comcast.net>
Sent: Friday, September 27, 2019 9:40 AM
To: Julie Robinson
Cc: Mayor Tom Ramsey; Pat Riley; lgissel3@gmail.com; 'Stanford, Travis'; 'Keith Stubbs'
Subject: FW: Presentation to Spring Valley Village City Council on Tuesday, October 15, 2019
Attachments: C2.08 STORM SEWER PLAN - PDF 30X42.pdf; C2.10 KA-003 DRAINAGE CALCULATIONS - PDF 30X42.pdf; SBMSA Sport Field - 2019 Revision 1 HCFCD Approved 9.pdf

Julie,

Attached is the information pertaining to additional drainage requirements.

Please let me know if you have any questions.

Should we check to see if Joel Seybert (S&G Engineering Consultants) is available to attend the October 15th meeting?

Thank you.

Keith Stubbs

From: Joel Seybert [mailto:joels@SG-CIVIL.COM]
Sent: Thursday, September 26, 2019 3:51 PM
To: Keith Stubbs <kstubbsjr@comcast.net>; MiltonP@kirksey.com
Subject: RE: Presentation to Spring Valley Village City Council on Tuesday, October 15, 2019

Gentlemen,

Good afternoon. Keith, I think what you are asking for is some kind of back-up of what the City requested sidewalk "adds" made us do in order to comply with the standard HCFCD requirements.

When this project was designed, the standard HCFCD detention rate was 0.55 ac/ft acre of development (impervious area). The City sidewalks consisted of about 2,430 square feet of new impervious area which resulted in the requirement of another 1,337 cubic feet of detention. We obtained that detention by increasing a run of 111 feet of 15" pipe to 42" pipe and another run of 153 feet of 12" pipe to 42" pipe.

Attached PDFs C2.08 and C2.10 show some calcs we did right when this issue came up. The other PDF is a copy of the revised and approved HCFCD drawing.

Hope this helps.

FYI, I will be out of the office starting in just a moment until next Tuesday…..but I wanted to get you this info before I left.

W. Joel Seybert, P.E.
Principal

S&G
ENGINEERING
CONSULTANTS,LLC
1796 Avenue D, Suite B
Katy, Texas 77493
PH 832-437-7377
joels@sg-civil.com

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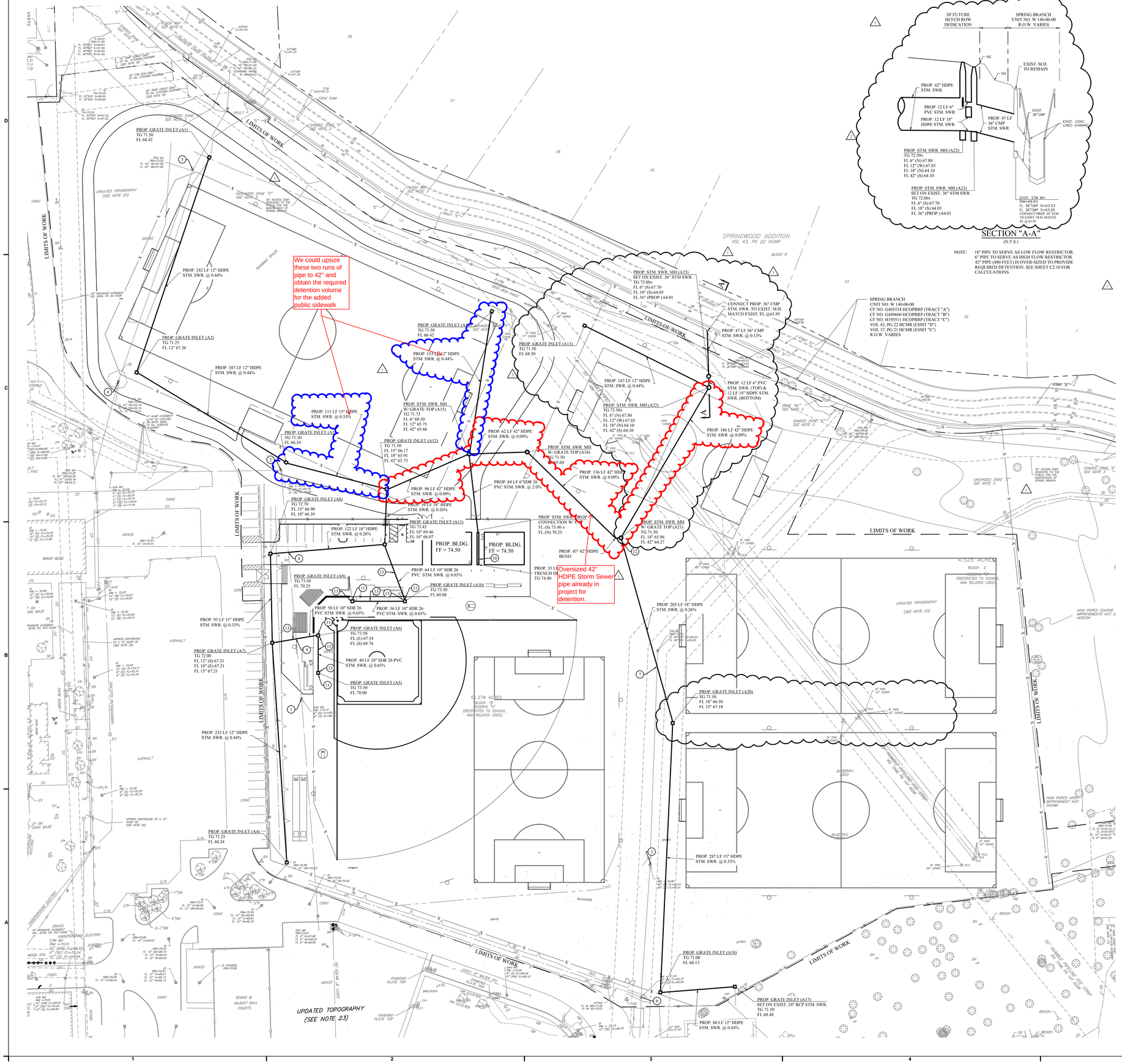
We could upsize these two runs of pipe to 42" and obtain the required detention volume for the added public sidewalk
Oversized 42" HDPE Storm Sewer pipe already in project for detention.
LIMITS OF WORK
PROP. GRATE INLET (A1)
TG 71.50
FL 68.42
PROP. 242 LF 12" HDPE STM. SWR. @ 0.44%
PROP. GRATE INLET (A2)
TG 71.25
FL 12" 67.36
PROP. 187 LF 12" HDPE STM. SWR. @ 0.44%
PROP. 111 LF 15" HDPE STM. SWR. @ 0.33%
PROP. GRATE INLET (A3)
TG 71.50
FL 66.54
PROP. GRATE INLET (A8)
TG 72.70
FL 15" 66.90
FL 18" 66.39
PROP. 122 LF 18" HDPE STM. SWR. @ 0.26%
PROP. 95 LF 15" HDPE STM. SWR. @ 0.33%
PROP. GRATE INLET (A7)
TG 72.00
FL 12" (S) 67.21
FL 10" (E) 67.21
FL 15" 67.21
PROP. 235 LF 12" HDPE STM. SWR. @ 0.44%
PROP. GRATE INLET (A4)
TG 71.25
FL 68.24
PROP. GRATE INLET (A9)
TG 73.50
FL 70.25
PROP. 50 LF 10" SDR 26 PVC STM. SWR. @ 0.65%
PROP. GRATE INLET (A6)
TG 73.50
FL (E) 67.54
FL (S) 69.74
PROP. 40 LF 10" SDR 26 PVC STM. SWR. @ 0.65%
PROP. GRATE INLET (A5)
TG 73.50
FL 70.00
PROP. GRATE INLET (A11)
TG 73.45
FL 10" 69.46
FL 18" 66.07
PROP. BLDG. FF = 74.50
PROP. 64 LF 10" SDR 26 PVC STM. SWR. @ 0.65%
PROP. GRATE INLET (A10)
TG 73.50
FL 69.88
PROP. 56 LF 10" SDR 26 PVC STM. SWR. @ 0.65%
PROP. 35 LF TRENCH DR
TG 74.40
PROP. 45° 42" HDPE BEND
PROP. STM. SWR. MH (A23)
SET ON EXIST. 36" STM SWR.
TG 72.00±
FL 6" (S) 67.70
FL 18" (S) 64.05
FL 36" (PROP.) 64.01
PROP. 153 LF 42" HDPE STM. SWR. @ 0.44%
PROP. STM. SWR. MH W/ GRATE TOP (A15)
TG 71.75
FL 6" 68.50
FL 12" 65.75
FL 42" 65.66
PROP. GRATE INLET (A12)
TG 71.50
FL 15" 66.17
FL 18" 65.91
FL 42" 65.75
PROP. 96 LF 42" HDPE STM. SWR. @ 0.09%
PROP. 59 LF 18" HDPE STM. SWR. @ 0.26%
PROP. STM. SWR. PROP. CONNECTION W/ EX
FL (S) 73.40 ±
FL (N) 70.25
PROP. 62 LF 42" HDPE STM. SWR. @ 0.09%
PROP. STM. SWR. MH W/ GRATE TOP (A16)
TG 71.50
FL 65.60
PROP. 136 LF 42" HDPE STM. SWR. @ 0.09%
PROP. 84 LF 6"SDR 26 PVC STM. SWR. @ 2.0%
PROP. STM. SWR. MH W/ GRATE TOP (A21)
TG 71.50
FL 18" 65.96
FL 42" 64.27
PROP. 205 LF 18" HDPE STM. SWR. @ 0.26%
PROP. GRATE INLET (A20)
TG 71.50
FL 18" 66.50
FL 15" 67.18
PROP. 287 LF 15" HDPE STM. SWR. @ 0.33%
PROP. GRATE INLET (A18)
TG 71.00
FL 68.13
PROP. GRATE INLET (A17)
SET ON EXIST. 24" RCP STM. SWR.
TG 71.50
FL 68.48
PROP. 80 LF 12" HDPE STM. SWR. @ 0.44%
PROP. 47 LF 36" CMP STM. SWR. @ 0.13%
PROP. 147 LF 12" HDPE STM. SWR. @ 0.44%
PROP. STM. SWR. MH (A22)
TG 72.50±
FL 6" (N) 67.80
FL 12" (W) 67.85
FL 18" (N) 64.10
FL 42" (S) 64.10
PROP. 12 LF 6" PVC STM. SWR. (TOP) & 12 LF 18" HDPE STM. SWR. (BOTTOM)
PROP. 186 LF 42" HDPE STM. SWR. @ 0.09%
CONNECT PROP. 36" CMP STM. SWR. TO EXIST. M.H. MATCH EXIST. FL @ 63.95
SPRINGWOOD ADDITION
VOL 43, PG 22 HCMR
BLOCK 8
SPRING BRANCH
UNIT NO. W 140-00-00
CF NO. G405534 HCOPRPP (TRACT "A")
CF NO. G449660 HCOPRPP (TRACT "B")
CF NO. H195511 HCOPRPP (TRACT "C")
VOL 43, PG 22 HCMR (ESMT "D")
VOL 37, PG 21 HCMR (ESMT "E")
R.O.W. VARIES
4.525 ACRES
BLOCK 2
RESERVE "C"
(RESTRICTED TO SCHOOL AND RELATED USES)
5.278 ACRES
BLOCK 2
RESERVE "A"
(RESTRICTED TO SCHOOL AND RELATED USES)
UNSHADED ZONE SEE NOTE 3
SHADED ZONE "X" SEE NOTE 3
FLOOD WAY SEE NOTE 3
UPDATED TOPOGRAPHY (SEE NOTE 23)
UPDATED TOPOGRAPHY (SEE NOTE 23)
30' ACCESS EASEMENT DEDICATED TO THE PUBLIC FOR THE MAINTENANCE OF SPRING BRANCH
30' DRAINAGE EASEMENT VOL. 6544, PG. 644 HCDR
10' DRAINAGE EASEMENT VOL. 6578, PG. 647 HCDR
10' SLOPE EASEMENT VOL. 6578, PG. 647 HCDR
10' SLOPE EASEMENT VOL. 6544, PG. 644 HCDR
10' SLOPE EASEMENT W/ 30' ACCESS EASEMENT VOL. 6544, PG. 644 HCDR
10' SLOPE EASEMENT VOL. 6544, PG. 644 HCDR
10' SLOPE EASEMENT VOL. 6578, PG. 647 HCDR
30' DRAINAGE EASEMENT VOL. 6544, PG. 644 HCDR
30' DRAINAGE EASEMENT VOL. 6578, PG. 647 HCDR
10' DRAINAGE EASEMENT VOL. 6578, PG. 647 HCDR
10' DRAINAGE EASEMENT VOL. 6544, PG. 644

Partially Full Pipe Flow Calculations - U.S. Units

II. Calculation of Discharge, Q, and average velocity, V

for pipes less than half full

Instructions: *Enter values in blue boxes. Spreadsheet calculates values in yellow boxes*

Inputs

Pipe Diameter, **D** =	42	in
Depth of flow, **y** = (must have y ≤ D/2)	2.5	ft
Full Pipe Manning roughness, n_{full} =	0.012	
Channel bottom slope, **S** =	0.0011	ft/ft

Calculations

n/n_{full} =	1.142857	
Partially Full Manning roughness, **n** =	0.014	
Pipe Diameter, **D** =	3.5	ft
Pipe Radius, **r** =	1.75	ft
Circ. Segment Height, **h** =	1	ft
Central Angle, **θ** =	2.26	radians
Cross-Sect. Area, **A** =	7.35	ft²
Wetted Perimeter, **P** =	7.0	ft
Hydraulic Radius, **R** =	1.04	ft
Discharge, **Q** =	27.25	cfs
Ave. Velocity, **V** =	3.71	ft/sec

Equations used for calculations:

r = D/2

h = 2r - y

$$\theta = 2\arccos\left(\frac{r-h}{r}\right)$$

$$A = \frac{r^2(\theta - \sin\theta)}{2}$$

$$P = 2\pi r - r * \theta$$

Partially Full Pipe Flow Parameters (More Than Half Full)

R = A/P (hydraulic radius)

Q = (1.49/n)(A)(R^(2/3))(S^(1/2)) (Manning Equation)

V = Q/A

More Excel spreadsheets for partially full pipe flow at: EngineeringExcelTemplates.com

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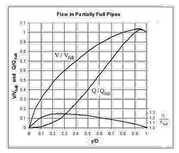
Equation used for n/n_{full}: n/n_{full} = **1.25 - (y/D -0.5)^0.5** (for 0.5 ≤ y/D ≤ 1)



Partially Full Pipe Flow Calculations - U.S. Units

I. Calculation of Discharge, Q, and average velocity, V

for pipes less than half full

Instructions: *Enter values in blue boxes. Spreadsheet calculates values in yellow boxes*

Inputs

Pipe Diameter, **D** =	42	in
Depth of flow, **y** = (must have y ≤ D/2)	1.5	ft
Manning roughness, n_{full} =	0.012	
Channel bottom slope, **S** =	0.0011	ft/ft

Calculations

Pipe Diameter, **D** =	3.5	ft
Pipe Radius, **r** =	1.75	ft
Circ. Segment Height, **h** =	1.5	ft
Central Angle, **θ** =	2.95	radians
Cross-Sect. Area, **A** =	9.94	ft²
Wetted Perimeter, **P** =	5.1	ft
Hydraulic Radius, **R** =	0.79	ft
Discharge, **Q** =	10.95	cfs
Ave. Velocity, **V** =	2.79	ft/sec

Equations used for calculations:

r = D/2

h = y

$$\theta = 2\arccos\left(\frac{r-h}{r}\right)$$

$$A = \frac{r^2(\theta - \sin\theta)}{2}$$

$$P = r * \theta$$

Partially Full Pipe Flow Parameters (Less Than Half Full)

R = A/P (hydraulic radius)

Q = (1.49/n)(A)(R^(2/3))(S^(1/2)) (Manning Equation)

V = Q/A

More Excel spreadsheets for partially full pipe flow at: EngineeringExcelTemplates.com

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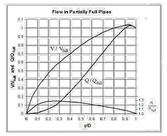
Calculations

y/D =	0.429	
If 0 < y/D ≤ 0.03, then n/n_{full} =	2.43	
If 0.03 < y/D ≤ 0.1, then n/n_{full} =	1.79	
If 0.1 < y/D ≤ 0.2, then n/n_{full} =	1.42	
If 0.2 < y/D ≤ 0.3, then n/n_{full} =	1.29	
If 0.3 < y/D ≤ 0.5, then n/n_{full} =	1.26	
n/n_{full} =	1.26	
n =	0.015	

Equations used to calculate n/n_{full}

0 < y/D ≤ 0.03	n/n_{full} = 1 + (40*(3.5^0.5))
0.03 < y/D ≤ 0.1	n/n_{full} = 1.1 + (y/D - 0.03)*(100.07)
0.1 < y/D ≤ 0.2	n/n_{full} = 1.22 + (y/D - 0.1)*(966.1)
0.2 < y/D ≤ 0.3	n/n_{full} = 1.29
0.3 < y/D ≤ 0.5	n/n_{full} = 1.29 - (y/D - 0.3)/(0.0442)



We are adding about 405 feet of 6' wide sidewalk. 405 x 6 = 2,430 square feet. Detention is required at 0.55 per increase of impervious area. Therefore we need 2,430 x 0.55 = 1,337 cubic feet of additional detention. Originally, we were required 2,686 cubic feet so the new total is = (2,686 + 1,337) 4,023 cubic feet. If we add in an additional 264 feet of 42" pipe, we can get (264 x 5.68) = 1,500 more cubic feet of detention. Add that to what we already have (1,500 + 2,726) = 4,226 cubic feet.

SBMSA Sports Fields

Detention Calculations

Drainage Area = 12.32 AC

Existing Impervious Area: 39,551 Sq. Ft.

Proposed Impervious Areas: 44,434 Sq. Ft.

Total Increase in Impervious Area = 4,883 Sq. Ft. 0.1121 AC-FT

Required Detention Volume (0.55 ac/ft per acre increased impervious area) = 2686 Cu. Ft. 0.0617 AC-FT
Proposed Detention Volume (in 42" Stm Swr) = 2726 AC-FT 0.0626 AC-FT
10 Year Water Surface = 67.00 FT
100 Year Water Surface = 70.50 FT

Outflow/Restrictor Pipe Calculations:

Total Site Area = 12.32 AC
10 yr Flow Rate Allowed ($Q = ba^m$) = 1.3 x 12.32 = 16.02 CFS
100 yr Flow Rate Allowed ($Q = ba^m$) = 2.3 x 12.32 = 28.34 CFS

10 yr Flow Rate Provided = 15.00 CFS
100 yr Flow Rate Provided = 28.25 CFS
10 yr Flow Restrictor Size = 18 IN
100 yr Flow Restrictor Size = 6 IN

Restrictor Pipe Calculations:

$D = Q^{1/2} / (2.25h^{1/4})$
Q = CAV2gh

10 yr Low Flow:
Assume 18" pipe
10 yr W.S. = 67.80
Low Flowline = 65.3 Centroid of Pipe = 66.05

Q = 16.02
h= 1.75
D = 1.547 18.56 IN
Use 18" pipe 18 IN

A_{18} = 1.766
Q_{18} = 15.00 CFS @ 10 yr Low Flow

Low Flow Q_{18} at 100 Year (High Flow Elevation 71.30):
h = 5.25 66.05
Q_{18} = 25.98 CFS @ 100% High Flow

100 yr High Flow:
Assume 6" pipe 6 in
100 yr W.S. = 71.30
High Flowline = 67.8 Centroid of Pipe = 68.05

h= 3.25
A_6 = 0.19625
Q_6 = 2.27
Q_{18} = 25.98
Total = 28.25 CFS @ 100% High Flow

Detention Volume in 42" Storm Sewer Pipe (100 yr):

*Assume average required flow in 42" segment of pipe at approximately 11 cfs.

*Per partial pipe flow calculations (see calculations this sheet), at 11 cfs, the area required in the 42" pipe is 3.94 sq. ft.

Area 42" pipe = 9.62 sq. ft.
Area required for 2 yr flow = 3.94 sq. ft.
Area available for detention = 5.68 sq. ft.
Length of 42" pipe = 480 feet
Provided detention = 2726 cu. Ft. 0.0626 AC-FT

Detention Volume in 42" Storm Sewer Pipe (10 yr):

Area 42" pipe = 9.62 sq. ft.
Area available for detention at 10 yr Water Surface (7.35 - 5.68) = 1.67 sq. ft.
Length of 42" pipe = 480 feet
Provided detention = 802 cu. Ft. 0.0184 AC-FT

If we add another 264 feet of 42" pipe.....we can get the additional detention required. See notes on Storm sewer sheet.

1

S&G ENGINEERING CONSULTANTS,LLC

Project Information

Project: SBMSA Sports Fields
Job No.: KA-003-00
System: System "A"
Designed: WJS
Checked: WJS
Date: 10/21/2017
Date:

Min Cover (ft): N/A
Match C or F: N/A
Min. Tc (min):
Default n: 0.012
Default Junction K: N/A

HGL Starting Elev. (ft): N/A
Absolute Intensity (in/hr)
Design Storm: 2
b = 75.01
d = 16.20
e = 0.83

From M.H.	To M.H.	Area No.	Area (acres) Reach Addt. Cum	C	Tc (min) Area Pipe Total	I (in/hr)	Flow (cfs) Reach Addt. Cum.	Pipe Shape (R/B)	Diam. or Rise (in) (ft)	Span (ft)	n	Slope (%)	Design Cap (cfs)	Dist. (ft) Start Reach Cum.
A1			0.950		24.91		0.97							
	A2	A1	0.000	0.3	0.00	3.41	0.00	R	12		0.012	0.44	2.57	242
			0.950		24.91		0.97							
A2			0.770		24.91		0.77							
	A3	A2	0.950	0.3	1.34	3.32	0.00	R	12		0.012	0.44	2.57	187
			1.720		26.25		1.74							
A3			0.700		26.25		1.03							
	A12	A3	1.720	0.45	1.04	3.26	0.00	R	15		0.012	0.33	4.03	111
			2.420		27.29		2.77							
A4			1.620		25.89		2.17							
	A7	A4	0.000	0.4	0.00	3.35	0.00	R	12		0.012	0.44	2.57	235
			1.620		25.89		2.17							
A5			0.040		20.67		0.04							
	A6	A5	0.000	0.3	0.00	3.74	0.00	R	10		0.012	0.65	1.92	40
			0.040		20.67		0.04							
A6			0.070		20.67		0.08							
	A7	A6	0.110	0.3	0.22	3.72	0.12	R	10		0.012	0.65	1.92	50
			0.110		20.90		0.12							
A7			0.420		20.90		1.09							
	A8	A7	2.150	0.7	0.28	3.69	3.38	R	15		0.012	0.33	4.03	95
			2.150		21.18		3.38							
A8			0.220		21.18		0.64							
	A11	A8	2.370	0.8	0.53	3.65	4.02	R	18		0.012	0.26	5.82	124
			2.370		21.71		4.02							
A9			0.060		21.09		0.11							
	A10	A9	0.000	0.5	0.00	3.70	0.11	R	10		0.012	0.65	1.92	56
			0.060		21.09		0.11							
A10			0.100		21.09		0.18							
	A11	A10	0.160	0.5	0.31	3.68	0.29	R	10		0.012	0.65	1.92	64
			0.160		21.40		0.29							
A11			0.080		21.09		0.24							
	A12	A11	2.610	0.8	0.36	3.67	4.55	R	18		0.012	0.26	5.82	59
			2.690		21.45		4.55							
A12			0.340		21.40		0.37							
	A15	A12	5.370	0.3	0.33	3.65	7.69	R	42		0.012	0.09	32.79	96
			6.380		21.73		7.69							
A13			0.080		21.41		0.09							
	A14	A13	0.000	0.3	0.00	3.68	0.09	R	12		0.012	0.44	2.57	100
			0.080		21.41		0.09							
A14			0.710		21.41		0.77							
	A15	A14	0.080	0.3	0.56	3.63	0.09	R	12		0.012	0.44	2.57	67
			0.790		21.97		0.86							
A15			0.220		21.73		0.40							
	A16	A15	6.380	0.5	0.37	3.62	8.95	R	42		0.012	0.09	32.79	62
			6.630		22.10		8.95							
A16			0.250		22.10		0.36							
	A21	A16	6.630	0.4	0.34	3.59	9.31	R	42		0.012	0.09	32.79	136
			6.880		22.44		9.31							
A17			0.620		24.19		0.64							
	A18	A17	0.000	0.3	0.00	3.46	0.64	R	12		0.012	0.44	2.57	80
			0.620		24.19		0.64							
A18			1.110		24.19		1.14							
	A20	A18	1.730	0.3	0.76	3.41	1.78	R	15		0.012	0.33	4.03	287
			2.840		24.95		1.78							
A19			0.960		24.93		0.98							
	A20	A19	0.960	0.3	0.00	3.41	0.98	R	12		0.012	0.44	2.57	240
			1.920		24.93		0.98							
A20			0.930		24.87		0.93							
	A21	A20	3.620	0.3	1.33	3.33	3.69	R	18		0.012	0.26	5.82	205
			4.550		26.21		3.69							
A21			2.070		22.24		2.21							
	OUT	A21	12.320	0.3	0.76	3.55	15.20	R	42		0.012	0.09	32.79	186
					23.00									

1

Kirksey ARCHITECTURE
6909 Portwest Drive
Houston Texas 77024
713 850 9600
kirksey.com

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.

STATE OF TEXAS
WILLIAM JOEL SEYBERT
92999
LICENSED PROFESSIONAL ENGINEER
09-04-18

DATE	ISSUE
13 APRIL, 2018	ISSUE FOR PERMIT & PRICING
22 JUNE, 2018	PERMIT AND BID

PROJECT NAME
SBMSA Sports Fields - Spring Branch Education Center

PROJECT ADDRESS
9000 1/2 WESTVIEW DR.
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011

KEY PLAN

N

SHEET TITLE
DRAINAGE CALCULATIONS

SHEET NUMBER
C2.10

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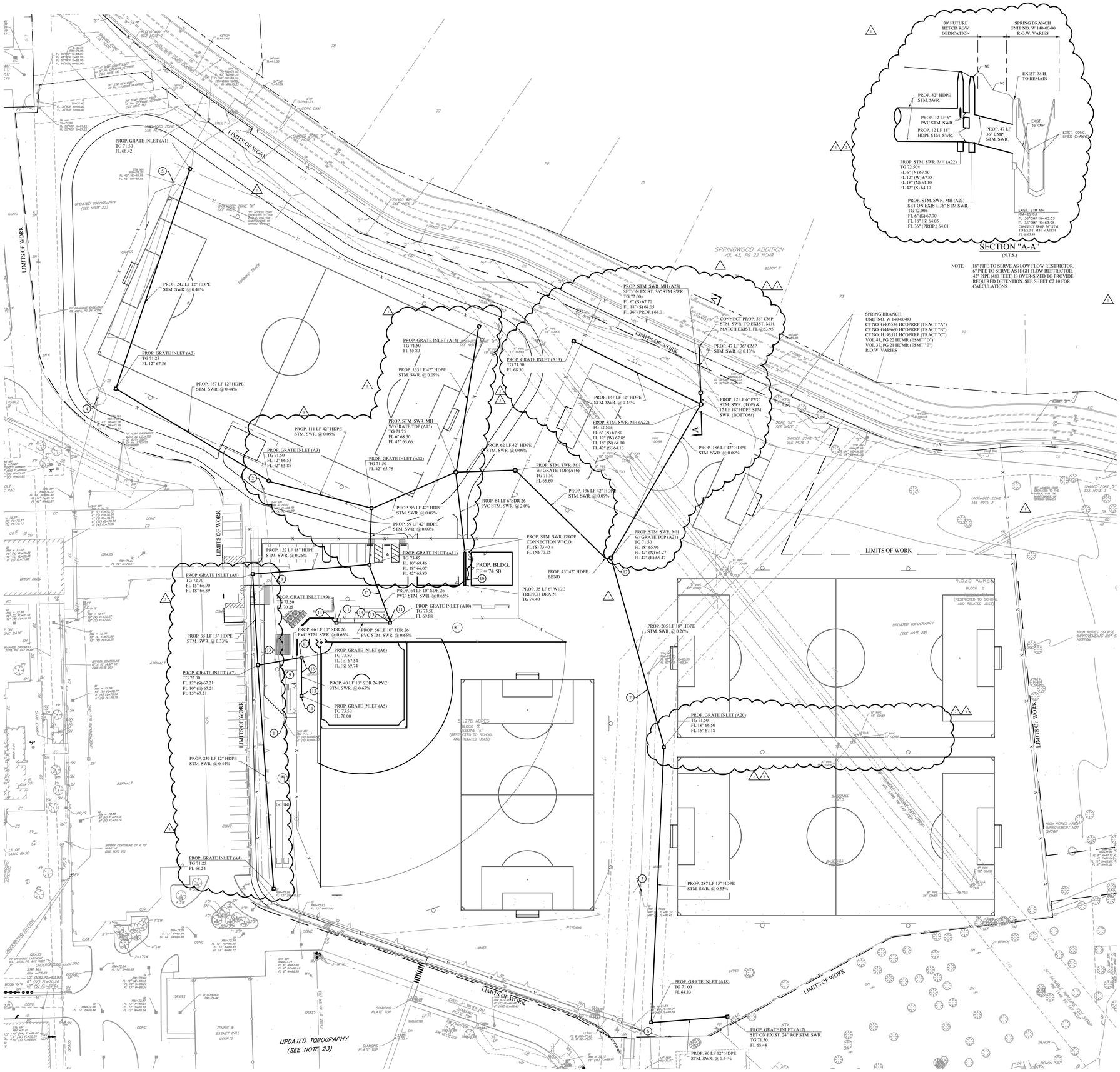

PROJECT BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 210220 LOCATED ON A CONCRETE BRIDGE AT THE INTERSECTION OF BRACHER STREET AND SPRING BRANCH WITH A PUBLISHED ELEVATION OF 70.69 FEET, NAVD 88, 2001 ADJUSTMENT.

TEMPORARY BENCHMARKS:

TBM "A": CUT BOX ON BACK OF CURB OF CONCRETE DRAINAGE STRUCTURE LOCATED AT THE SOUTH RIGHT-OF-WAY OF ROULAN STREET AND SPRING BRANCH ISD POLICE BUILDING ENTRANCE. ELEVATION = 73.41 FEET, NAVD 88, 2001 ADJUSTMENT.

TBM "B": BEING A CUT BOX ON A LARGE REINFORCED CONCRETE PIPE AS SHOWN ON THIS DRAWING. ELEVATION = 72.87 FEET, NAVD 88, 2001 ADJUSTMENT.

TBM "C": BEING A CUT BOX ON A REINFORCED CONCRETE PIPE AT THE SOUTHWEST CORNER OF THE SUBJECT TRACT AS SHOWN HEREON. ELEVATION = 72.36 FEET, NAVD 88, 2001 ADJUSTMENT.

TBM "F": BEING A CUT SQUARE ON A CONCRETE HEADWALL LOCATED INSIDE GROB STADIUM, AS SHOWN HEREON. ELEVATION = 72.58 FEET, NAVD 88, 2001 ADJUSTMENT.

FLOODPLAIN NOTES:

ACCORDING TO MAP NO. 48201C0665L OF THE FEDERAL EMERGENCY MANAGEMENT'S FLOOD INSURANCE RATE MAPS FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, DATED JUNE 18, 2007, THE SURVEY AREA IS SITUATED WITHIN ZONE AE DESCRIBED AS A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (100-YEAR FLOOD) WITH BASE FLOOD ELEVATIONS DETERMINED. FLOODWAY AREAS IN ZONE AE DEFINED AS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENTS SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.SHADED ZONE X DEFINED AS AREAS OF THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR FLOOD); AREAS OF 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD) WITH AVERAGE DEPTHS OF LESS THAN ONE-FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND UNSHADED ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR FLOOD).

THE FEMA WEBSITE (WWW.MSC.FEMA.GOV) WAS CHECKED ON JANUARY 30, 2014. AT THIS DATE ELEVEN (11) LOMC'S WERE REPORTED, NONE OF WHICH ARE LOCATED ON THE SUBJECT TRACT.

THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON WERE DETERMINED BY SCALING FROM SAID FIRM MAP. THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. COTTON SURVEYING COMPANY ASSUMES NO LIABILITY AS TO THE ACCURACY OF THE LOCATION OF THE FLOOD ZONE LIMITS

LEGEND

SYMBOL	DESCRIPTION
■	PROPOSED CATCH BASIN IN PAVEMENT / GRASS
■	PROPOSED JUNCTION BOX
●	PROPOSED MANHOLE
●	PROPOSED MANHOLE WITH GRATE TOP
CO	PROPOSED CLEAN OUT
DP	PROPOSED DOWNSPOUT
FL XX	PROPOSED FLOW LINE ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED STORM SEWER PIPE
	PROPOSED TRENCH DRAIN
1	PROPOSED 4" STM. SWR. @ 1.00% MIN.
2	PROPOSED 6" STM. SWR. @ 1.00% MIN.
3	PROPOSED 8" STM. SWR. @ 1.00% MIN.
4	PROPOSED 10" STM. SWR. @ 1.00% MIN.
5	PROPOSED 12" STM. SWR. @ 0.50% MIN.

KEY NOTES:

1. ADJUST EXISTING SANITARY SEWER MANHOLE TOP TO 3" ABOVE FINISHED GRADE. (73.75±)
2. ADJUST EXISTING SANITARY SEWER MANHOLE TOP TO 3" ABOVE FINISHED GRADE. (73.25±)
3. ADJUST EXISTING GRATE TOP TO ELEVATION 72.50.
4. ADJUST EXISTING GRATE TOP TO ELEVATION 72.60 (MATCH PROP. GRADE).
5. ADJUST EXISTING GRATE TOP TO ELEVATION 72.50± (MATCH PROP. GRADE).
6. ADJUST EXISTING GRATE TOP TO ELEVATION 72.00.
7. PROPOSED 18" STORM SEWER TO BE INSTALLED OVER EXISTING 54" STORM SEWER (= 0.5' CLEAR).
8. PROPOSED 18" STORM SEWER TO BE INSTALLED UNDER EXISTING 6" SANITARY SEWER (= 1.0' UNDER).
9. PROPOSED 10" STORM SEWER TO BE INSTALLED UNDER EXISTING 6" SANITARY SEWER (= 0.5 CLEAR).
10. CONTRACTOR SHALL PROVIDE ZURN TRENCH DRAIN WITH ADA GRATE TOP OR APPROVED EQUAL. SEE DETAIL ON SHEET C2.15.
11. PROVIDE 15" WIDE GRATE INLET (12" GRATE TOP) WITH ADA GRATE TOP FOR FIELD INLETS.
12. NOTE: PROPOSED 8" SANITARY SEWER CROSSES 18" STORM SEWER HERE. FLOWLINE OF 8" SANITARY SEWER IS 68.50±. TOP OF 18" STORM SEWER IS 68.00±. THERE IS 0.5± OF CLEARANCE.
13. PROPOSED STORM SEWER PIPING AND INLETS TO BE BID AS PART OF BASEBALL FIELD ALTERNATE #8.

THERE IS NO PROPOSED WORK IN THE HCFCD ROW.

Kirksey ARCHITECTURE
6909 Portwest Drive
Houston Texas 77024
713 850 9600
kirksey.com

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.

STATE OF TEXAS
W. JOEL SEYBERT
92999
LICENSED
PROFESSIONAL ENGINEER
02-15-19

	DATE	ISSUE
	13 APRIL, 2018	ISSUE FOR PERMIT & PRICING
1	22 JUNE, 2018	PERMIT AND BID
2	19 DEC, 2018	PIPELINE COMMENTS
3	15 FEB, 2019	CITY / HCFCD REVISIONS

PROJECT NAME

SBMSA Sports Fields - Spring Branch Education Center

PROJECT ADDRESS

9000 1/2 WESTVIEW DR.
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011

KEY PLAN

N

SHEET TITLE

STORM SEWER PLAN

SHEET NUMBER

C2.08

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BEFORE YOU DIG Texas811.com

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Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC: **Resolution Number 19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A MUTUAL RELEASE AGREEEMENT 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.

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 originally requested that each Village approve and execute these documents <u>without</u> change.

In September, the cities of Bunker Hill Village, Hilshire Village, Hunters Creek Village, Piney Point Village and Spring Valley Village approved an agreement to allow Olson & Olson to serve as an intermediary in this process. As a result, the Mutual Release presented has the following changes from the document received in August from Grady Randle:

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

(1) The word "Village" has been added after the words "Spring Valley" in the first Whereas paragraph; and

(2) The word "other" has been added to Section 12 so that it reads "attorney's fees and other costs."

This agenda item would approve the revised Mutual Release Agreement.

RECOMMENDATION: None

ATTACHMENTS:
- Resolution Number 19-XX
- Copy of Letter Dated August 2, 2019 from Grady Randle on behalf of Village Fire Department

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 A MUTUAL RELEASE AGREEEMENT 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 Village, 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 other 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: _____ Date: _____
Village Fire Commissioner

BUNKER HILL VILLAGE:

By: _____ Date: _____
Mayor Robert P. Lord

ATTESTED:

_____ Date: _____
Britique L. Williams, City Secretary

HEDWIG VILLAGE:

By: _____ Date: _____
Mayor Brian T. Muecke

ATTESTED:

_____ Date: _____
Kelly Johnson, City Secretary

HILSHIRE VILLAGE:

By: _____ Date: _____
Mayor Russell Herron

ATTESTED:

_____ Date: _____
Susan Blevins, City Secretary

PINEY POINT VILLAGE:

By: _____ Date: _____
Mayor Mark Kobelan

ATTESTED:

_____ Date: _____
Karen Farris, City Secretary

SPRING VALLEY VILLAGE:

By: _____ Date: _____
Mayor Tom Ramsey

ATTESTED:

_____ Date: _____
Roxanne Benitez, City Secretary

HUNTERS CREEK VILLAGE:

By: _____ Date: _____
Mayor Jim Pappas

ATTESTED:

_____ Date: _____
Crystal Dozier, 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 bod**ies** 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 n 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 a 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 DPEARTMENT, 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 ensuring 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 DPEARTMENT, 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 or 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

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

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.

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:	October 15, 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:	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:	**CITY ADMINISTRATOR APPROVAL:**
Julie M. Robinson, City Administrator	

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: _____ Date: _____
Mayor

ATTESTED:

_____
City Secretary

HILSHIRE VILLAGE:

By: _____ Date: _____
Mayor

ATTESTED:

_____
City Secretary

PINEY POINT VILLAGE:

By: _____ Date: _____
Mayor

ATTESTED:

_____
City Secretary

SPRING VALLEY VILLAGE:

By: _____ Date: _____
Mayor

ATTESTED:

_____
City Secretary

HUNTERS CREEK VILLAGE:

By: _____ Date: _____
Mayor

ATTESTED:

_____
City Secretary

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC: **Resolution No. 19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITIES OF BUNKER HILL VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS AND SPRING VALLEY VILLAGE, TEXAS, AND THE VILLAGE FIRE DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

BACKGROUND: 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. Because this document contains the mechanism for the readmittance of Bunker Hill to the VFD, it has been altered to be approved and executed by all of the cities.

The other changes to this Interlocal Agreement from the document received in August from Grady Randle are as follows:

(1) Section 4.6 is clarified to set forth that Bunker Hill Village gets credit for those payments against their pension liability should it leave the Village Fire Department; and

(2) Section 4.8 is clarified to require the written permission of the Fire Chief.

RECOMMENDATION: None

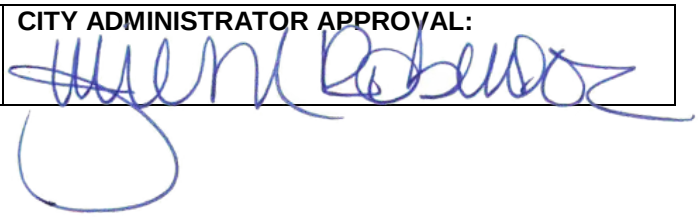
ATTACHMENTS:
- Resolution No. 19-XX

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# _____

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Julie M. Robinson, City Administrator	

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 AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES BETWEEN THE CITIES OF BUNKER HILL VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS AND SPRING VALLEY VILLAGE, TEXAS, AND THE VILLAGE FIRE DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; 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 Cities of Bunker Hill Village, Texas, Hedwig Village, Texas, Hilshire Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas, and Spring Valley 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 Agreement should be approved and the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement.

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 City Council hereby approves the Agreement and the Mayor is hereby authorized to execute the Agreement and empowered, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the 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 CITIES OF BUNKER HILL VILLAGE, TEXAS HILSHIRE VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, HUNTERS CREEK, TEXAS, PINEY POINT VILLAGE, TEXAS, SPRING VALLEY VILLAGE, TEXAS AND THE VILLAGE FIRE DEPARTMENT

This Interlocal Agreement (the "Agreement") is made and entered into by and between the CITIES OF BUNKER HILL VILLAGE, TEXAS ("Bunker Hill"), a municipal corporation of the State of Texas, HILSHIRE VILLAGE, TEXAS ("Hilshire"), a municipal corporation of the State of Texas, HEDWIG VILLAGE, TEXAS ("Hedwig"), a municipal corporation of the State of Texas, HUNTERS CREEK VILLAGE, TEXAS ("Hunters Creek"), a municipal corporation of the State of Texas, PINEY POINT VILLAGE, TEXAS ("Piney Point"), a municipal corporation of the State of Texas, SPRING VALLEY VILLAGE, TEXAS ("Spring Valley"), a municipal corporation of the State of Texas and VILLAGE FIRE DEPARTMENT ("VFD"), a Local Governmental Entity of the State of Texas. Bunker Hill, Hilshire, Hedwig, Hunters Creek, Piney Point and Spring Valley 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 lnterlocal Cooperation Act, Sections 79l.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 Bunker Hill; and

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

NOW, THERFORE, 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 to VFD $223,668.00 representing Bunker Hill's current share of the VFD employee post-retirement liability, as calculated on Schedule B, attached hereto in Exhibit B, as may be amended from time to time. These funds shall be held in an escrow account at VFD. Payment will be made in three annual installments, as follows:

January 1, 2020:	$74,556.00
January 1, 2021:	$74,556.00
January 1, 2022:	$74,556.00

Should Bunker Hill fail to notify the VFD of its intent to become a participating member under Section 7.1 of this agreement, these funds and any interest earned thereon shall immediately become the property of the VFD and Bunker Hill shall be have a credit against its ultimate share of VFD employee post-retirement liability in the amount of money paid by Bunker Hill pursuant to this Section. Should Bunker Hill be admitted as a participating member of the VFD, these funds and any interest earned thereon shall be immediately refunded to Bunker Hill.

Failure of Bunker Hill to make the payments hereunder shall be considered a material breach of this agreement.

For purposes of this Agreement, VFD employee post-retirement liability means any liabilities arising from other past employment benefits ("OPEB"), plus any non- OPEB benefits or liabilities, including but not limited to Texas Municipal Retirement System ("TMRS") benefits.

Section 4.7 In addition to payments under Section 4.6 of this agreement, Bunker Hill shall pay to VFD nineteen percent (19%) of any yearly increase to the VFD employee post-retirement liability above its current level, as outlined on Schedule C, attached hereto in Exhibit B, as may be amended from time to time, and as calculated by the VFD Commission. These funds will be held in an escrow account at VFD. Payments for increases to the VFD employee post-retirement liability will be made annually in arrears on January 1 of each calendar year in which Bunker Hill receives services under this agreement.

The Commission shall calculate any increase in VFD employee post-retirement liability as soon as practical after the following information is available: 1) the OPEB liability described in the then-current VFD audited financial statements, 2) the non-OPEB TMRS liability described in their most current Actuarial Valuation Report, and 3) any other future non-OPEB liability, as timely reported. Payments due on January 1 for any increase in VFD employee post-retirement liability shall be calculated based on the most recent information available prior to that date.

Should Bunker Hill fail to notify the VFD of its intent to become a participating member under Section 7.1 of this agreement, these funds and any interest earned thereon shall immediately become the property of the VFD. Should Bunker Hill be admitted as a participating member of the VFD, these funds and any interest earned thereon shall be immediately refunded to Bunker Hill.

Failure of Bunker Hill to make the payments hereunder shall be considered a material breach of this agreement.

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 Fire Chief 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

For Hilshire: City of Hilshire Village
8301 Westview Drive
Houston, Texas 77055

For Hedwig: City of Hedwig Village
955 Piney Point Rd.
Hedwig Village, Texas 77024

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

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

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

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: _____
Robert P. Lord, Mayor

ATTEST:

By: _____
Britique L. Williams, City Secretary

APPROVED AS TO FORM:

By: _____
Loren B. Smith, City Attorney

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

CITY OF HILSHIRE VILLAGE

By: _____
Russell Herron, Mayor

ATTEST:

By: _____
Susan Blevins, City Secretary

APPROVED AS TO FORM:

By: _____
Scott Bounds, City Attorney

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

CITY OF HEDWIG VILLAGE

By: _____
Brian T. Muecke, Mayor

ATTEST:

By: _____
Kelly Johnson, City Secretary

APPROVED AS TO FORM:

By: _____
Alan Petrov, City Attorney

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

CITY OF HUNTERS CREEK VILLAGE

By: _____
Jim Pappas, Mayor

ATTEST:

By: _____
Crystal Dozier, City Secretary

APPROVED AS TO FORM:

By: _____
John J. Hightower, City Attorney

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

CITY OF PINEY POINT VILLAGE

By: _____
Mark Kobelan, Mayor

ATTEST:

By: _____
Karen Farris, City Secretary

APPROVED AS TO FORM:

By: _____
David W. Olson, City Attorney

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

CITY OF SPRING VALLEY VILLAGE

By: _____
Tom Ramsey, Mayor

ATTEST:

By: _____
Roxanne Benitez, City Secretary

APPROVED AS TO FORM:

By: _____
Loren B. Smith, 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)

Proposed 2019 Budget

Prepared for: **City of Bunker Hill Village**
City of Hedwig Village
City of Hilshire Village
City of Hunters Creek Village
City of Piney Point Village
City of Spring Valley Village

Prepared by: **Village Fire Department**
June 14,2018

Village Fire Department
2019 Proposed Budget

CAPITAL EXPENDITURES:		
CONTINGENCY - FACILITY	35,000	
MISC. TOOLS & EQUIP./HOSE:	65,000	
PROTECTIVE GEAR	20,000	
		120,000
PERSONNEL EXPENDITURES:		
Salaries	3,757,244	
457 Plan Contribution	74,145	
Salaries - Overtime	105,000	
Professinal Certification	44,400	
Bonus	6,000	
FICA	304,530	
Life/Disability Insurance	23,000	
Retirment	247,978	
Hospitalization	609,770	
Meal Allowance	31,978	
Workers Compensation	35,000	
		$5,239,045
OPERATIONAL EXPENDITURES		
Ambulance Medical Supplies	50,000	
Building Supplies & Maintenance	47,000	
Chemicals	2,000	
Emergency Contingency	20,000	
Dues/Subscriptions	6,500	
Fire Prevention/Public Relations	12,000	
GAS & OIL	45,000	
INSURANCE - CASUALTY	42,000	
Miscellaneous	7,200	
Office Expenses/Postage/Printing/Stationary	37,000	
Professional Services	112,400	
Public Utlities	55,000	
Rent	10	
State Certification Fees	6,000	
Training Programs	25,000	
Uniforms	25,000	
Maintenance of Equipment	135,000	
		$627,110
OPERATING BUDGET		$5,986,155

CAPITAL REPLACEMENT FUND 2		
Escrow	160,000	
		$160,000
COMPENSATION ABSENCE RESERVE FUND 3		
Escrow	45,000	
		$45,000
FACILITY FUND 4 (2019 New Fire Station)		
Escrow	3,500,000	
		$3,500,000
TOTAL OPERATING BUDGET INCLUDING FUND 2 AND 3		**$6,191,155**
Fund 4 (New/Renovation of Fire Station)		**$3,500,000**
TOTAL BUDGET ASSESSED TO CITIES Operating budget and funds 2-4		**$9,691,155**
EMS REVENUE FORECAST RETURNED TO CITIES		$310,000
Cost of Fire Department to the Cities		$5,881,155

VILLAGE FIRE DEPARTMENT
2019 PROPOSED BUDGET ASSESSMENTS
PER CITY

CITY	%	JANUARY 1-1/2 MONTHS	MONTHLY, FEBRUARY THROUGH NOVEMBER	DECEMBER	ANNUAL ASSESSMENT	
BUNKER HILL VILLAGE	19.00%	230,164.94	153,443.29	76,721.64	1,841,319.49	9,691,155.19
HEDWIG VILLAGE	18.50%	224,107.96	149,405.31	74,702.65	1,792,863.71	
HILSHIRE VILLAGE	3.00%	36,341.83	24,227.89	12,113.94	290,734.66	
HUNTERS CREEK VILLAGE	22.25%	269,535.25	179,690.17	89,845.08	2,156,282.03	
PINEY POINT VILLAGE	21.00%	254,392.82	169,595.21	84,797.61	2,035,142.59	
SPRING VALLEY VILLAGE	16.25%	196,851.59	131,234.39	65,617.20	1,574,812.72	
	100%	$ 1,211,394.39	$ 807,596.26	$ 403,798.13	**$ 9,691,155.19**	
			$ 8,075,962.56			
					$ 9,691,155.19	

VILLAGE FIRE DEPARTMENT

2019 Recommended Budget

FUND 1

Line Item		Budget 2017	Actual 2017	Budget 2018	Recommended Budget 2019	2019 Budget vs 2018
1	**CAPITAL EXPENDITURES:**					
2	CONTINGENCY - FACILITY	35,000.00		35,000.00	35,000.00	
3	MISC. TOOLS & EQUIP./HOSE:	10,000.00		10,000.00	65,000.00	
4	PROTECTIVE GEAR	20,000.00		20,000.00	20,000.00	
5	**CAPITAL EXPENDITURE TOTAL**	**65,000.00**	**12,925.42**	**65,000.00**	**120,000.00**	**84.62%**

		Budget 2017	Actual 2017	Budget 2018	Recommended Budget 2019	2019 Budget vs 2018
6	**PERSONNEL EXPENDITURES:**					
7	SALARIES:					
8	Base Salary	3,193,135.00	3,233,194.87	3,282,583.00	**3,707,243.73**	
9	2% 457 Deferred Compensation	64,363.00		65,651.00	**74,144.87**	
11	Longevity	22,000.00		22,000.00	**22,000.00**	
12	Higher Class	28,000.00		28,000.00	**28,000.00**	
14	SALARIES - OVERTIME	105,000.00	164,035.36	105,000.00	**105,000.00**	
15	Bonus				**6,000.00**	
16	Professional Certification	44,400.00	38,999.07	44,400.00	**44,400.00**	
17	FICA TAX - 7.65%	266,000.00	252,803.97	271,394.00	**304,530.33**	
18	LIFE/LTD INSURANCE	23,000.00	19,121.58	23,000.00	**23,000.00**	
	RETIREMENT:					
19	Contribution - 6.22%	293,000.00	295,552.96	227,758.00	**247,978.25**	
20	HOSPITALIZATION INSURANCE (15% Estimate)	577,000.00	535,717.99	611,095.00	**609,770.00**	
	(Final % TBD in October)					
21	MEAL ALLOWANCE	31,320.00	32,631.12	31,978.00	**31,978.00**	
22	WORKMEN'S COMP. INSURANCE	35,000.00	34,665.55	35,000.00	**35,000.00**	
23	**PERSONNEL EXPENDITURES TOTAL**	**4,682,218.00**	**4,606,722.47**	**4,747,859.00**	**5,239,045.19**	**10.35%**

Line Item		Budget 2017	Actual 2017	Budget 2018	Recommended Budget 2019	2019 Budget vs 2018
24	**OPERATIONAL EXPENDITURES:**					
25	AMBULANCE MEDICAL SUPPLIES	50,000.00	50,873.62	50,000.00	**50,000.00**	
26	BUILDING SUPPLIES & MAINTENANCE	47,000.00	73,797.95	47,000.00	**47,000.00**	
27	CHEMICALS	2,000.00	0.00	2,000.00	**2,000.00**	
28	EMERGENCY CONTINGENCY	20,000.00	0.00	20,000.00	**20,000.00**	
29	DUES/SUBSCRIPTIONS/RADIOS/MANUALS	6,500.00	4,063.45	6,500.00	**6,500.00**	
30	FIRE PREVENTION	3,000.00	5,923.32	3,000.00	**3,000.00**	
31	PUBLIC RELATIONS	9,000.00	9,111.00	9,000.00	**9,000.00**	
32	GAS & OIL	45,000.00	33,445.88	45,000.00	**45,000.00**	
33	INSURANCE - CASUALTY	42,000.00	39,621.55	42,000.00	**42,000.00**	
34	**TOTALS**	**224,500.00**	**216,836.77**	**224,500.00**	**224,500.00**	**0.00%**
	MISCELLANEOUS:					
	Legal Notices/Advertising	1,000.00		1,000.00	**1,000.00**	
37	License/Permits	6,000.00		6,000.00	**6,000.00**	
38	Other Expenses	200.00		200.00	**200.00**	

39 **MISCELLANEOUS TOTAL**	**7,200.00**	**6,148.84**	**7,200.00**	**7,200.00**	**0.00%**
OFFICE EXPENSE:					
OS, Furniture, Equip, Postage, Printing, Misc.	37,000.00	37,441.40	37,000.00	**37,000.00**	
42 PROFESSIONAL SERVICES:					
43 Reverse Entries For A.P.	0.00		0.00	**0.00**	
44 CPA	21,000.00		21,000.00	**21,000.00**	
45 Legal	12,000.00		12,000.00	**12,000.00**	
46 IT Services	6,000.00		26,400.00	**26,400.00**	
47 Health Insurance Consultation	8,080.00		8,080.00	**8,080.00**	
48 Medical	7,000.00		7,000.00	**7,000.00**	
49 Medical Director - Dr. Malone	15,000.00		15,000.00	**15,000.00**	
50 Professional Services Other	22,920.00		22,920.00	**22,920.00**	
51 **PROFESSIONAL SERVICES TOTAL**	**92,000.00**	**101,263.59**	**112,400.00**	**112,400.00**	**0%**
52 PUBLIC UTILITIES	50,000.00	54,842.12	50,000.00	**55,000.00**	
53 RENT	10.00	10.00	10.00	**10.00**	
54 STATE CERTIFICATION FEES	6,000.00	4,988.63	6,000.00	**6,000.00**	
55 TRAINING	25,000.00	32,375.73	25,000.00	**25,000.00**	
56 UNIFORMS	25,000.00	16,708.56	25,000.00	**25,000.00**	
57 MAINTENANCE EXPENDITURES:					
58 MAINTENANCE OF VEHICLES	100,000.00		100,000.00	**100,000.00**	
59 MAINTENANCE OF EQUIP. & SUPPLIES	25,000.00		25,000.00	**25,000.00**	
60 MAINTENANCE CONTRACTS	10,000.00		10,000.00	**10,000.00**	
61 **MAINTENANCE EXPENDITURES TOTAL**	**135,000.00**	**124,149.66**	**135,000.00**	**135,000.00**	**0.00%**
62 **OPERATIONAL EXPENDITURE TOTAL**	**601,710.00**	**594,754.30**	**622,110.00**	**627,110.00**	**0.80%**
63 **OPERATING BUDGET**	**$5,298,928.00**	5,284,497.19	$5,434,969.00	**$5,986,155.19**	**10.14%**
64 CAPITAL REPLACEMENT FUND (2)	160,000.00	130,000.00	130,000.00	**160,000.00**	
65 COMPENSATION ABSENCE RESERVE FUND (3)	45,000.00	27,936.12	45,000.00	**45,000.00**	
66 FACILITY FUND (4)	0.00	37,980.33	30,000.00	**3,500,000.00**	
67 **FUNDS 2, 3, and 4 TOTAL**	**205,000.00**		205,000.00	**3,705,000.00**	**1707.32%**
68 **TOTAL BUDGET (assessed to Cities)**	**5,503,928.00**		5,639,969.00	**9,691,155.19**	**71.83%**
69 **EMS Revenue Returned to Cities**	300,000.00	321,724.29	310,000.00	310,000.00	
70 **Actual Cost of Fire Department**	**5,203,928.00**	**5,074,279.21**	5,329,969.00	**9,381,155.19**	

		Budget 2017	Actual 2017	Budget 2018	Recommended Budget 2019
71	**Capital Budget (Fund 2) 2017**				
72	VEHICLE REPLACEMENT	160,000.00	160,000.00	130,000.00	**160,000.00**
73	MAJOR EQUIPMENT	0.00	0.00	0.00	**0.00**
74	**CAPITAL BUDGET TOTAL**	**160,000.00**	**160,000.00**	130,000.00	**165,000.00**
75	**CAPITAL BUDGET DETAIL**				
76	**BEGINNING Fund Balance**	818,433.19	979,528.00	137,402.00	**357,402.00**
77	Vehicle Expenditures	0.00	1,005,662.00	35,000.00	**45,000.00**
78	Major Equipment Expenditures	0.00	0.00	0.00	**0.00**
79	Sold Vehicles/Other Items	0.00	3,185.00	125,000.00	**1,500.00**
80	Interest Income	0.00	351.00	0.00	**0.00**
81	Additional Unbudgeted Contributions/Deposits	0.00	0.00	0.00	**0.00**
82	BUDGETED CONTRIBUTIONS/DEPOSITS	160,000.00	160,000.00	130,000.00	**160,000.00**
83	END OF YEAR FUND BALANCE	978,433.19	137,402.00	357,402.00	**473,902.00**
84	**Compensated Absence (Fund 3)**				
85	Compensated Absence Fund Balance			0.00	**0.00**
86	Expenditures				
87	Interest Income				
88	Service Charge				
89	BUDGETED CONTRIBUTIONS/DEPOSITS			45,000.00	**45,000.00**
	Facility Long Range Plan (Fund 4)				
91	Facility Fund Balance	58,549.18	58,549.18	88,549.00	**94,390.04**
92	Expenditures	0.00	0.00		
93	Interest Income	0.00	0.00		
94	Service Charge	0.00	0.00		
95	BUDGETED CONTRIBUTIONS/DEPOSITS	58,549.18	58,549.18	30,000.00	**3,500,000.00**

Notes
Line 3 added $55k for replacement of Ladder and Engine Defibrillators
Line 8 includes a 13% raise for most positions
Line 9 includes 2% 457 deposit.
Line 19 uses the 2018 TMRS rate of 6.22%,
Line 20 assumes a 15% increase in Health Care as per insurance consultant
Line 72 resumes the $160k vehicle replacement rate
Line 95 Includes $3.5m for fire station renovation

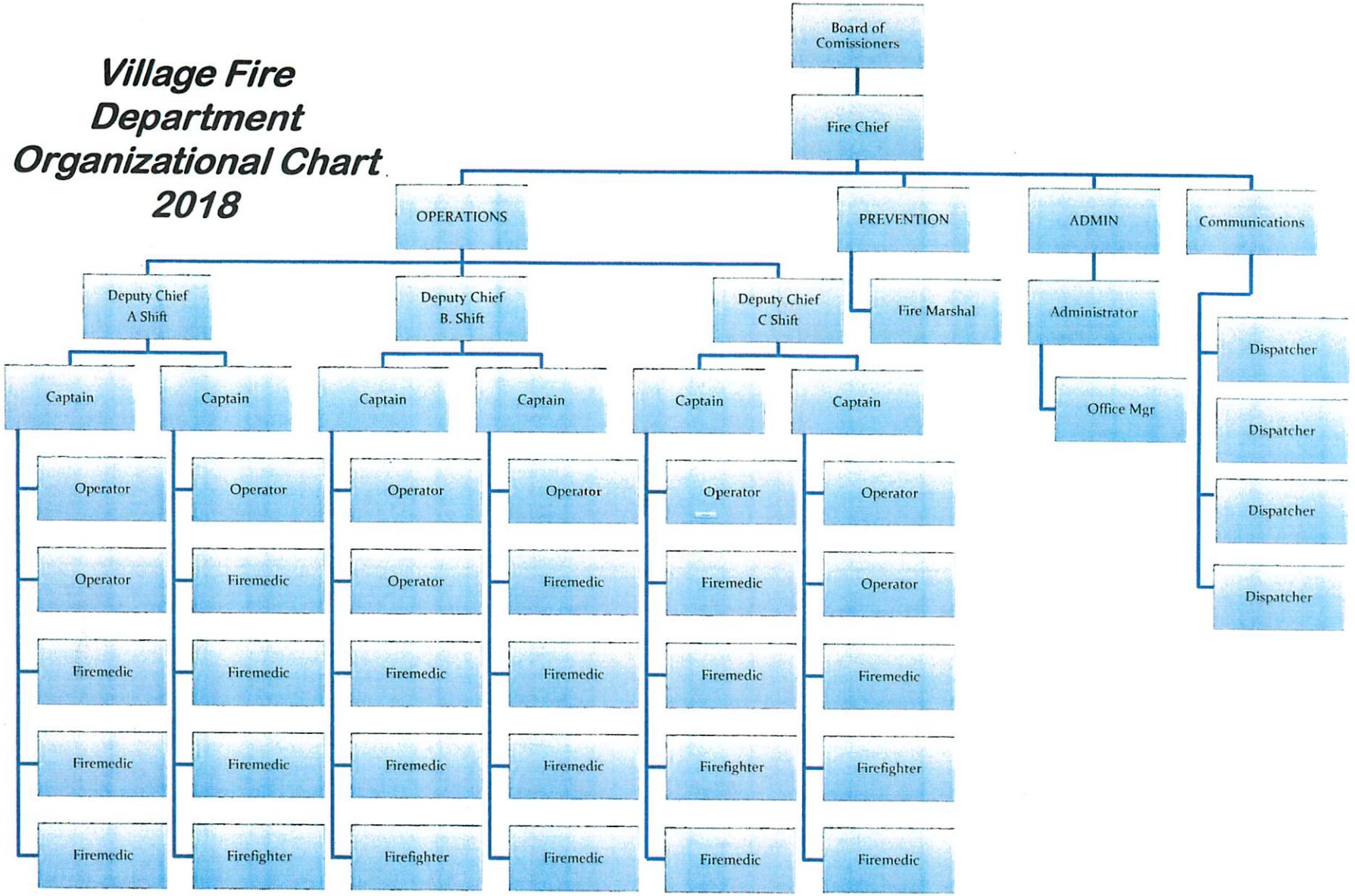
Capital Replacement Fund For
Projected Capital Projects
updated: 6/14/2018

Equipment	Life	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Ladder	15									971,110.00		
Pumper	20											
Reserve Pumper	20											
Battalion Chief's Vehicle	9						45,000.00					
Fire Chief's Vehicle	10		33,000.00	30,000.00								45,000.00
Utility Vehicle	10										35,000.00	
Medic 1	9					160,000.00						
Medic 2	9				149,350.00							
Inspector's Vehicle	8	33,000.00								34,552.00		
Medic 3	9											
Major Equipment					10,417.69	18,540.00	227,910.00					
Rescue Boat	15										20,000	
Total Cash Outlay		33,000.00	33,000.00	29,962.00	159,767.69	178,540.00	272,910.00	0.00	0.00	1,005,662.00	35,000.00	45,000.00
Beginning Cash		50,116.51	206,020.60	303,673.02	521,868.29	674,056.97	993,888.54	655,628.82	818,433.19	979,528.00	137,402.00	337,402.00
Planned Budgeted Yearly Contrib.		175,000.00	107,000.00	0.00	160,000.00	160,000.00	0.00	160,000.00	160,000.00	160,000.00	130,000.00	160,000.00
Funds From Sale of Vehicles		3,600.00	8,100.00	18,325.00	0.00	14,600.00	16,451.00	1,256.00	0.00	3,185.00	125,000.00	1,500.00
Disbursements		25,432.00	18,167.00	29,962.00	154,703.12	16,539.94	355,964.83	0.00	0.00	1,005,662.00	55,000.00	45,000.00
Add't. Unbudgeted Contributions				228,938.00	145,501.12	160,000.00	0.00					
Interest on CD's (see note 1)		2,736.09	719.42	894.27	1,390.68	1,771.51	1,560.11	$1,548.37	$1,095.00	$351.00		
Ending Cash		**$206,020.60**	**$303,673.02**	**$521,868.29**	**$674,056.97**	**$993,888.54**	**$655,934.82**	**$818,433.19**	**$979,528.00**	**$137,402.00**	**$337,402.00**	**$453,902.00**

Capital Replacement Fund For
Projected Capital Projects
updated: 6/14/2018

Equipment	Life	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Ladder	15													$1,100,000.00
Pumper	20								605,640.00					
Reserve Pumper	20	520,000.00												
Battalion Chief's Vehicle	9					53,000.00								
Fire Chief's Vehicle	10												$45,000.00	
Utility Vehicle	10									30,000.00				
Medic 1	9				188,000.00									
Medic 2	9			179,000.00										$214,000.00
Inspector's Vehicle	8								36,500.00					
Medic 3	9													
Major Equipment														
Rescue Boat	15													
Total Cash Outlay		520,000.00	0.00	179,000.00	188,000.00	53,000.00	0.00	0.00	642,140.00	30,000.00	0.00	0.00	45,000.00	1,314,000.00
Beginning Cash		453,902.00	143,902.00	303,902.00	296,902.00	273,902.00	387,902.00	557,902.00	732,902.00	265,762.00	460,762.00	685,762.00	910,762.00	1,090,762.00
Planned Budgeted Yearly Contrib.		160,000.00	160,000.00	160,000.00	165,000.00	165,000.00	170,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00	175,000.00
Funds From Sale of Vehicles		50,000.00	0.00	12,000.00	0.00	2,000.00	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Disbursements		520,000.00	0.00	179,000.00	188,000.00	53,000.00	0.00	0.00	642,140.00	30,000.00	0.00	0.00	45,000.00	1,314,000.00
Add'l. Unbudgeted Contributions														
Interest on CD's (see note 1)														
Ending Cash		**$143,902.00**	**$303,902.00**	**$296,902.00**	**$273,902.00**	**$387,902.00**	**$557,902.00**	**$732,902.00**	**$265,762.00**	**$460,762.00**	**$685,762.00**	**$910,762.00**	**$1,090,762.00**	**$1,762.00**

Village Fire Department Organizational Chart 2018



VILLAGE FIRE DEPARTMENT
2018/201 BOARD OF COMMISSIONERS
REVISED 3/27/2018

COMMISSIONERS

Bunker Hill	Member Mr. Derry Essary, Chair 247 Warrenton Drive Houston, Texas 77024	Cell: (832) 654-5493 Office: EssaryMgmt@comcast.net
Piney Point	Member Mr. Zebulun Nash, Vice Chair 11200 Wilding Lane Piney Point, Texas 77024-5308	Cell: (281) 312-9910 Home: (713) 984-2692 zebnash@sbcglobal.net
Spring Valley	Council Member Allen Carpenter, Treasurer 8611 Merlin Drive Houston, Texas 77055	Office: (713) 214-1196 Home: (713) 461-4897 acarpenter@springvalleytx.com
Hunters Creek	Member Mr. Jay B. Carlton, Secretary 1 Cape Cod Lane Houston, Texas 77024	Cell: Office: (713) 827-7447 Home: jcarlton@sterlingstructures.com
Hilshire	Council Member Mr. Robert Byrne 1305 Bridle Spur Lane . Houston, Texas 77055	Cell: (713) 632-4790 Home: Office: RByrne56@icloud.com
Hedwig	Member William Johnson 6 Hunters Branch Hedwig Village, Texas 77024	Cell: (713) 542-7548 Home: (713) 973-1208 jonloc@msn.com

ALTERNATES

Bunker Hill	Member Mr. Bert Rosenbaum 202 Warrenton Houston, Texas 77024	Home: Cell: (713) 249-2080 Office: (713) 622-0800 brosenbaum@primecapcorp.com
Piney Point	Member Mr. Henry Kollenberg 21 South Cheska Houston, Texas 77024	Home: (713).975.1247 Cell: Office: (713).752.8672 henry@ppvcouncil.org
Spring Valley	Council Member Mayor Tom Ramsey	Cell: Office:713.465.8308 Home: tramsey@springvalleytx.com
Hunters Creek	Member Mr. Frank Doyle 10618 Tarleton Dr. Houston, Texas 77024	Cell: (832) 275-7114 Office: (713) 278-9215 fdoyle@myersdoyle.com
Hilshire	Member Ray Leiker 1236 Archley Dr. Houston, Texas 77055	Cell: 713.446.8472 Home: Office: Rayltx@live.com
Hedwig	Council Member Barry Putterman 1 Lochtyne Circle Hedwig Village, Texas 77024	Home: (713) 468-7079 Office: (713) 650-2704 bputterman@thecityofhedwigvillage.com
Attorney	Mr. J. Grady Randle 820 Gessner, Suite 1570 Houston, Texas 77024	Office: (281) 657-2000 grady@jgradyrandlepc.com

Exhibit B

(Schedule B & C Calculations)

Table 1			
Schedule B (current calculation)	Amount	Calculation	Source
TMRS Pension liability, 12/31/2018	$1,034,330.00	A	TMRS Actuarial Valuation Report 5/31/2019
OPEB liability	$ 142,870.00	B	VFD audited financials, 12/31/2018
VFD post-retirement liabilities, current	$1,177,200.00	A + B = C	Sum
Bunker Hill percentage	19%	D	ILA '78, as amended
Bunker Hill Payment	$ 223,668.00	C x D = E	Product
Bunker Hill Yearly Payment under Section 4.6	$ 74,556.00	E / 3	Quotient
Schedule C (future calculation)			
TMRS Pension liability plus other non-OPEB, 12/31/2019	[ ]	F	TMRS Actuarial Valuation Report dated 5/31/2020, other timely report
OPEB liability	[ ]	G	VFD audited financials, dated 12/31/2019
VFD post-retirement liabilities, for 1/1/2021 BH payment calculation	[ ]	F + G = H	Sum
LESS: VFD post-retirement liabilities, prior	$1,177,200.00	C	From above
CHANGE to VFD post-retirement liabilities	[ ]	H - C = I	Difference
INCREASE to TMRS pension liability	[ ]	> zero or I = J	Greater of zero or I = J
Bunker Hill percentage	19%	D	From above
Bunker Hill 2021 payment to VFD per Section 4.7	[ ]	D x J = K	Product; can only be >= zero
[Repeat future calculation for 1/1/2022 and beyond]			Basis is the greater of H or C

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	Resolution No. 19-XX **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE GREEN VALLEY AND WINNINGHAM (WEST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING, 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.**
BACKGROUND:	During the July 23, 2019 meeting, the City Council approved Gessner Engineering, LLC, as one of the four engineering firms to work with the City of Spring Valley Village and be on a rotation for different capital projects. The next round of streets and utilities to be undertaken is Green Valley and Winningham (West of Voss Road) ("Project"), and Gessner Engineering was engaged to submit a proposal for engineering services for the Project. Consequently, a proposal from Gessner Engineering for engineering services for the Green Valley and Winningham (West of Voss Road) Paving and Utility Improvements Project in an amount of **$148,230** is presented for Council's consideration. Gessner Engineering's proposal represents approximately 16.39% of the original construction estimate for this Project. The City had originally budgeted **$159,500** for engineering design fees for this Project which would have represented approximately 17.64% of the original construction estimate of **$904,250**. This Project has been funded through the 2019 Certificate of Obligation and approved in the Capital Projects Fund of the FY 2019 Adopted Budget.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution No. 19-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# _25-50-

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

5546_____

☐ 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:**
Pat Riley, Director of Public Works	

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 THE TERMS AND CONDITIONS OF A PROPOSAL FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE GREEN VALLEY AND WINNINGHAM (WEST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING, 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.

WHEREAS, the City Council has been presented a Proposal for professional engineering and surveying services for the Green Valley & Winningham (West of Voss Road) Paving And Utility Improvements Project by and between the City of Spring Valley Village, Texas and Gessner Engineering, LLC (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Proposal 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 Proposal and any and all documents necessary to effectuate such Proposal 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 Proposal, 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 Proposal 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 Proposal as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Proposal.

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

September 30, 2019

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

Reference: Proposal for Professional Engineering and Survey Services for Roadway, Utility, and Drainage Improvements for Winningham Lane & Green Valley Drive
Project No: P19-1148

Dear Ms. Robinson:

Gessner Engineering, LLC respectfully submits this proposal for the referenced project to include the professional engineering, surveying, geotechnical, and utility coordination services. The project includes reconstructing existing 2-lane concrete roadway street, storm sewer, sanitary sewer, and waterline for Winningham Lane, west of Voss Road and Green Valley Drive between Winningham and Voss Road. The project limits are as follows:

- Winningham Lane, west of Voss Road, approximately 1,400 LF
- Green Valley Drive from Winningham Lane to Voss, approximately 470 LF

Scope of Services

1. Geotechnical Engineering Services (Gessner)
    a. Drill and sample a total of 4 geotechnical borings to a depth of 10 feet beneath the existing ground surface, or drill refusal depth, within the perimeter of the existing road.
    b. Provide engineering analysis and recommendations in a geotechnical report. Report will include boring logs and laboratory test results, subsurface soil and groundwater conditions, earthwork considerations, and excavation characteristics of onsite soils. It will also provide subgrade preparation measures, utility trench excavation requirements, pipe bedding and backfill requirements and concrete pavement recommendations.
2. Surveying (Gessner)
    a. Set control for the project.
    b. Perform topographic survey within existing right-of-way and 20 feet beyond the right-of-way on each side of the roadway locating fences, power poles, manholes, valves, hydrants and inlets along with other visible structures or utilities within said limits necessary for design. This will include the use of ground penetrating radar, video inspection, and smoke testing services.
    c. Conduct survey services to verify existing ROW and easements based on existing maps/surveys and using the pins in the front of properties adjacent to the ROW.

d. Prepare survey control sheets including Index Sheet, Control Maps, Alignment Sheets. These mapping products will be provided in PDF and AutoCAD 3D format.

3. Urban Forestry Services (Coleman & Associates)
    a. Perform a Field Evaluation of the species, size, condition, and preservation feasibility of each tree. Evaluate proposed construction activity adjacent to each tree to determine impacts on long-term tree survival.
    b. Prepare a 60%, 90%, and Final Tree Preservation Plan to be included in the construction drawings, including a treatment schedule for each tree. For potential tree conflicts with proposed construction, make recommendations for minor design changes or for removal of the tree.
    c. Provide specification and details for tree treatments.
    d. Provide quantity totals and cost estimates for each tree treatment.
4. Preparation of PS&E (Gessner)
    a. Design Services
        i. Prepare typical section and preliminary proposed roadway layout schematic to review with the City prior to starting final construction drawings.
        ii. Prepare construction drawings including construction notes, typical section, drainage area maps and calculations, plan and profile, driveway schedule, cross sections, traffic control plans, SWPPP plans, street lighting plans, and standard details.
        iii. Construction plans will be prepared on sheets 24”x 36” in size, 1”=20’ scale.
        iv. Design will include storm sewer design and analysis, which will utilize upsized storm sewer and/or boxes below the proposed pavement. A memorandum will be provided stating the Storm Water Detention criteria that will be used for this project.
    b. Property Owner Coordination
        i. Prepare public notification letters, social media posts, and/or project notification messages to submit to property owners. All public notification will be reviewed by City of Spring Valley Village and mailed or posted for public notification by Gessner Engineering.
        ii. Coordinate with property owners for proposed improvements and conflicts.
    c. Utility Coordination
        i. Research existing public and private utilities and send records requests to CNP, ATT, and other local private utility companies.
        ii. Prepare conflict table to be submitted during each milestone.
        iii. Submit drawings to private utility companies and coordinate with private utility companies for relocation of conflicting facilities.
        iv. Hold utility coordination meetings as necessary.
        v. Obtain utility signatures on drawings.
    d. Project Manual
        i. Prepare Bid Form, Specification Table of Contents, Special Specifications, SWPPP, and Summary of Work.
        ii. Assemble Project Manual using Front End Documents provided by the City of Spring Valley Village.
    e. Project Management
        i. Coordination with sub-consultants and Program Manager, prepare and update project schedules, and internal meetings.

ii. Prepare and submit monthly status reports.
iii. Attend and prepare meeting minutes for monthly status meetings (as necessary), Kickoff Meeting, and other meetings as needed.

5. Bid Phase Services
    a. Attend Pre-Bid Meeting.
    b. Respond to bidder's questions.
    c. Review bids and make recommendation for successful bidder.
6. Construction Phase Services
    a. Attend pre-construction meeting.
    b. Attend monthly construction status meetings.
    c. Review and process submittals, RFI's, and Change Orders.
    d. Attend field visits as requested by the City or Contractor.
    e. Participate in walk-through for substantial completion and issue punch list.
    f. Attend final inspection.
    g. Prepare As-Built Drawings.

Excluded Services:
Services specifically excluded from this proposal are:

1. Environmental services.
2. Traffic Impact Study or collection of traffic count data.
3. Boundary resolution and preparation of documents for ROW acquisition.
4. Inspection services.
5. Sidewalk Design.

Project Milestones
Project Milestone deliverables will include Preliminary Design Review, 60%, 90%, and Final Submittals. A draft project schedule is included in Attachment B "Project Schedule." All submittals will include a PDF and one (1) hard copies to the City of Spring Valley Village. Below is a summary of what documents will be provided with each milestone:

1. **Preliminary Design Review**- Typical Section for each roadway, schematic layout of proposed roadway design, and storm water detention memorandum.
2. **60% Submittal** – 60% Construction Plans, Cost Estimate, Utility Conflict Matrix, and Specification Table of Contents.
3. **90% Submittal** – 90% Construction Plans, Cost Estimate, Utility Conflict Matrix, and draft Project Manual.
4. **Final Submittal** – 100% Signed and Sealed Construction Plans, Cost Estimate, Utility Conflict Matrix, and Signed and Sealed Project Manual.

Compensation

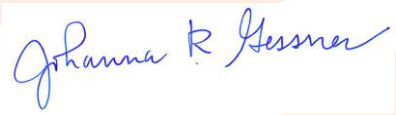
Gessner Engineering proposes to perform the above described Scope of Services for the fees indicated below. Services will be billed monthly based on the percentage of work completed and milestone schedule. Refer to Attachment B for Conditions for Engineering Services on Time & Materials Basis.

Item 1	Geotechnical Engineering Services	$ 5,620	Fee
Item 2	Surveying Services	$ 18,110	Fee
Item 3	Urban Forestry Services	$ 6,000	Fee
Item 4	PS&E	$ 98,875	Fee
Item 5	Bid Phase Services	$ 5,125	T&M
Item 6	Construction Phase Services	$ 20,500	T&M

Total $ 148,230

Reimbursable expenses for reproduction and deliveries are included in our fee. Our fee does not include reimbursable expenses such as agency review fees, application fees, and permit fees which will be billed at cost if applicable. Attachment "A" Terms and Conditions and Attachment "B" – Conditions for Engineering Services on Time & Materials Basis are hereby a part of the agreement. Payment of our invoices is due in our office within thirty (30) days of invoice date. This proposal is subject to change after a period of four months from the above date unless authorized. We appreciate the opportunity to present this proposal to the City of Spring Valley Village. If you need additional information in support of this proposal, please contact us at 979.680.8840.

Respectfully submitted,



Johanna Gessner, CEO

Attachments
Attachment A - Terms & Conditions
Attachment B – Conditions for Engineering Services on Time & Materials Basis
Attachment C – Project Schedule

City of Spring Valley Village

Approved: _____

Printed Name: _____

Title: _____

Date: _____

Gessner Engineering, LLC
Attachment "A" – Terms and Conditions

1. **AUTHORIZATION TO PROCEED**
Signing this Agreement shall be construed as express authorization by CLIENT for Gessner to proceed with the work, unless otherwise provided for in the Agreement.

2. **USE OF DOCUMENTS**
All documents produced by Gessner under this Agreement shall be considered "Instruments of Service" for which Gessner retains the copyright. Notwithstanding the foregoing, Gessner grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. Should CLIENT use any documents in circumstances in which Gessner is no longer involved in the Project, the CLIENT shall defend and indemnify Gessner on account of any such use and any claims made arising out of any modifications or changes to any such documents. Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by Gessner only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. **STANDARD OF CARE**
Gessner shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and Gessner shall have no liability or obligation with respect thereto.

4. **COST ESTIMATES**
Any cost estimates provided by Gessner will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Gessner cannot and does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

5. **PAYMENT TO Gessner**
Monthly invoices will be issued by Gessner for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. **DIRECT EXPENSES**
Certain expenses incurred by Gessner in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees and reproduction costs. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Gessner.

7. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source other than those specified in this Agreement, when approved by CLIENT, an additional amount shall be added to the cost of these services for Gessner's administrative costs, as provided for in this Agreement.

8. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by Gessner if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. **SALES TAX**
In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. **SUSPENSION/TERMINATION**
When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. Gessner shall not be responsible for delays in the Project caused by such suspension.
Either CLIENT or Gessner may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Gessner in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. **LIMITATION OF LIABILITY**
Gessner's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.
To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

12. **MEDIATION**
All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or Gessner may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. **LITIGATION**
This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or Gessner against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. **SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. **SEVERABILITY**
In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

Attachment "B"

Gessner Engineering, LLC

2019 PROFESSIONAL SERVICES RATE SCHEDULE

Rates include all normal charges for materials, equipment and labor within the scope of the proposed work. Additional fees will be specified.

TRAVEL & SUBSISTENCE
Where reimbursable expenses apply, all travel and subsistence expenses are invoiced at actual cost plus 10 percent handling. Cost of mileage for any company owned vehicle is computed at a rate of $0.75 per mile.

SUBCONTRACTING
All subcontracted services are invoiced at actual cost plus ten percent for handling. These include but are not limited to reproduction, professional consultants, subcontracted services, rented or leased equipment and direct expendable supplies

PERSONNEL

EMPLOYEE TYPE	BILLING RATE (PER HOUR)
Clerical	$60.00
CMT Project Manager	$90.00
Construction Inspector	$85.00
Designer	$80.00
Draftsman	$60.00
Drilling Manager	$60.00
Graduate Engineer I	$80.00
Graduate Engineer II	$105.00
Principal	$200.00
Professional Engineer	$135.00
Registered Professional Land Surveyor	$135.00
Senior CMT Project Manager	$135.00
Senior Engineer	$160.00
Senior Survey Technician	$95.00
Surveyor in Training	$105.00
Survey Field Crew	$110.00
Survey Field Crew - Two Man	$55.00
Survey Technician	$80.00
Technician	$48.00
Technician (Weekend/Holiday)	$72.00
Senior Technician	$60.00
Senior Technician (Weekend/Holiday)	$90.00

Gessner Engineering, LLC
Attachment "C" - Schedule

TASK NAME	DURATION	START	FINISH
Field Data Collection (Survey, Geotech)	30 days	10/21/19	11/29/19
DESIGN PHASE SERVICES	**95 days**	**10/21/19**	**3/20/20**
Preliminary Engineering Report	15 days	10/21/19	11/8/20
60% Submittal Preparation & City Review	60 days	11/11/19	1/31/20
90% Submittal Preparation & City Review	15 days	2/3/20	2/21/20
100% Submittal Preparation & City Review	5 days	2/24/20	3/20/20
BID AND CONTRACTING PHASE SERVICES	**30 days**	**3/23/20**	**5/4/20**
CONSTRUCTION PHASE SERVICES	**220 days**	5/4/20	3/5/21

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC:	**Approval of Village Fire Department FY 2020 Budget Amendment for Facility Fund 4 for the Village Fire Station Additions and Renovations Project.**
BACKGROUND:	During a Special Board Meeting on September 11, 2019, the Village Fire Department Board of Commissioners unanimously approved a $1.5 million amendment to the FY 2020 Budget for Facility Fund 4 for the Village Fire Station Additions and Renovations. The original construction budget for the Fire Station Additions and Renovations was $3,500,000. However, a revised construction budget of just under $5,000,000 was provided by Joiner Architects on August 21, 2019 based on the cost per square foot for recent fire station construction projects. The City of Spring Valley Village's proportionate share of the additional costs is $243,750, and this amount has been included in the Recommendations For Use Of Unassigned General Fund, Fund Balance From FY 2018. If approved, the additional costs will be included in the City's FY 2020 Budget Amendment. The Village Fire Department requests that the Council approve a FY 2020 Budget Amendment for Facility Fund 4 for the Village Fire Station Additions and Renovations Project.
RECOMMENDATION:	Staff recommends approval of the Village Fire Department's FY 2020 Budget Amendment.
ATTACHMENTS:	• Letter Dated September 11, 2019 from Village Fire Department Requesting Approval of FY 2020 Budget Amendment for Facility Fund 4 • Original Construction Budget Dated July 26, 2017 • Revised Construction Budget Dated August 21, 2019 • Rendering and Floor Plan for New Fire Station
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# _____ ☒ $__243,750_ from unassigned fund balance will be used and added to Acct/Project# _25-50-6947__
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Michelle Yi, City Treasurer	

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

Village Fire Department

901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:
BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

To:

Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Mr. Roger Nelson, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley

CC: Village Fire Department Commissioner and Alternates

From: Emily Morris

Date: September 11, 2019

Re: 2020 Budget Amendment

During a Special Board Meeting September 11, 2019, the Village Fire Department Board of Commissioners unanimously approved a $1.5 million amendment increase to the 2020 Budget to be placed in Facility Fund 4. Additional information will be forwarded as soon as possible.

Please place this budget amendment on your agenda for consideration and advise us on your council's action in writing.

Thank you,

Emily C. Morris

Emily Morris

DIVIDER PAGE

Print Date: 7/26/2017 4:57 PM

The Villages Fire Station Renovation & Addition (Preliminary Budget)					
Item #	Description	Units	Qty	Cost / S.F.	Total
Construction Costs					
01	Revise Fire Sprinkler System	SF	6,770	3	20,310
02	Parking (+ Sign Removal)	LS	1	5,000	5,000
03	Front Entrance	SF	220	240	52,800
04	Front Office / Filing Area	SF	1,130	150	169,500
05	Pop Out Addition (+ moving guy wire)	SF	1,637	300	491,100
06	Internal Renovation Mens Bunk Area	SF	525	150	78,750
07	Internal Renovation (Chief, 3 Segregated Bunks, Pantry)	SF	1,396	150	209,400
08	Kitchen Renovation	SF	400	250	100,000
09	Elevator and Stair	LS	1	125,000	125,000
10	EOC Addition	SF	562	300	168,600
11	New Exterior Grill Area	SF	190	75	14,250
12	Storage Platform in Second Building	LS	1	25,000	25,000
13	Repair Ceiling at Fire Bay (and Maintenance)	LS	1	15,000	15,000
14	Expansion for Turn-Down Equipment	LS	1	10,000	10,000
15	Painting Exterior of Building	SF	4,000	2	8,000
16	Louver @ Generator Room	LS	1	20,000	20,000
17	Storm & Sanitary Line Re-routing	LS	1	130,000	130,000
18	Owner's and Contractor's Contingency	LS	1	170,000	170,000
19	Allowance for Electrical Scope	LS	1	300,000	300,000
20	Allowance for Mechnical & Plumbing Scope	LS	1	300,000	300,000
21	Allowance for Miscelleanous Roof Patch	LS	1	25,000	25,000
22	**Sub-Total Construction Costs**				**$ 2,437,710**
Development Costs					
23	FFE Allowance	LS	1	100,000	100,000
24	Temporary House - 7 Months	LS	1	100,000	100,000
25	Architectural Fees	LS	1	100,000	100,000
26	Moving Cost	LS	1	10,000	10,000
27	Material Testing	LS	1	10,000	10,000
28	**Sub-Total Development Costs**				**$ 320,000**
29	**Preliminary Total Project Costs With Construction & Development Costs**				**$ 2,757,710**

30 UNFORESEEN SUB-SURFACE CONTINGENCY + SBISD ISSUES 242,290

SUB-TOTAL 3,000,000

31 ESSENTIAL CANCELLATION UNIT. SYSTEM 500,000

TOTAL 3,500,000

DIVIDER PAGE

Village Fire Department

Village Fire Station Additions & Renovations

Design Development Budget Estimate - August 21, 2019

SUMMARY SHEET

I. Soft Costs:	Quantity	Unit	%	Total
Professional Services				
Project and Construction Manager Services (AGCM)			2.86%	$114,325.83
Environmental Site Assesment	1	LS		$0.00
Asbestos Testing	1	LS		$2,000.00
Site Utility and Topographic Survey	1	LS		$3,945.00
Architectural Fees	1	LS		$262,500.00
Windstorm Certification	1	LS		$4,000.00
Accessability Review & Inspections	1	LS		$2,500.00
Construction Material Testing	1	LS		$7,000.00
Mech. System Test & Balancing	1	LS		$12,000.00
Commissioning	1	LS		$8,000.00
Contingency and Allowance Amounts				
Owner Project Contingency	1	LS		$200,000.00
Permitting Allowance	1	LS		$8,000.00
Temporary Owner Facilities Allowance	1	LS		$150,000.00
Moving Allowance	1	LS		$25,000.00
Cabling Allowance	1	LS		$0.00
FFE Allowance	1	LS		$80,000.00
Asbestos Abatment Allowance	1	LS		$20,000.00
Other Costs				
Reimbursables/Printing/Couriering	1	LS		$2,000.00
Electrical, Gas and Data Service Connections	1	LS		$6,000.00
Project Acceleration	1	LS		$0.00
Project Phasing	1	LS		$0.00
Location Adjustment Factor	1	LS		$0.00
Date Adjustment Factor	1	LS		$0.00
Sales Tax	1	LS		$0.00
Union Wages	1	LS		$0.00
Davis-Bacon Wages	1	LS		$0.00
Other Prevailing Wages	1	LS		$0.00

II. Scope of Work:	Quantity	Unit	Cost per Unit	Total
A. Demolition / Site Preparation				
Demo of Existing Paving	6,500	SF	$2.00	$ 13,000.00
Demo of Exterior Walls	2,600	SF	$4.50	$ 11,700.00
Demo of Interior Spaces	10,800	SF	$2.25	$ 24,300.00
Demo of Radio Tower	1	LS	$15,000.00	$ 15,000.00
Demo of Exterior Parapet (at Building Tie-in)	1	LS	$6,000.00	$ 6,000.00
B. Earthwork & Foundations				
Drilled and pour Piers	22	EA	$ 1,200.00	$ 26,400.00
Excavation & removal from site of soils	105	CY	$ 22.00	$ 2,310.00
Select Fill, Average 2' Deep	540	CY	$ 18.00	$ 9,720.00
Vapor Barrier	4100	SF	$ 0.75	$ 3,075.00
Concrete Slab, 5" Thk.	560	SF	$ 8.00	$ 4,480.00
Concrete Slab, 8" Thk.	3550	SF	$ 10.00	$ 35,500.00
Concrete Grade Beams	70	CY	$ 135.00	$ 9,450.00
C. Superstructure / Building				
Structural Steel	4,100	SF	$18.00	$ 73,800.00
Structural Steel Erection	4,100	SF	$8.00	$ 32,800.00
Exterior Wall 6" Stud Framing / Sheathing / Insulation	70	LF	$75.00	$ 5,250.00
Exterior Wall 8" CMU	2,700	SF	$16.50	$ 44,550.00
Moisture Barrier at Exterior Wall	3,700	SF	$1.25	$ 4,625.00
Masonry Wainscot (Modular Brick)	950	SF	$20.00	$ 19,000.00
Insulated Metal Wall Panels	3,100	SF	$17.75	$ 55,025.00
2 Ply Modified Bit Roofing	4,100	SF	$11.00	$ 45,100.00
Metal Decking and Roof Insulation, 5" Polyiso	4,100	SF	$6.00	$ 24,600.00
Treated wood blocking at roof	532	LF	$6.00	$ 3,192.00
Overhead Doors, 13'-0" x 14'-0" Ht.	4	EA	$12,500.00	$ 50,000.00
Exterior Alum. Storefront Windows / Doors	250	SF	$105.00	$ 26,250.00
Individual Alum Exterior Windows	290	SF	$95.00	$ 27,550.00
Exterior Hollow Metal Doors, Frames, Hardware	12	EA	$1,800.00	$ 21,600.00
Treated wood blocking at doors/windows	190	LF	$3.75	$ 712.50
Exterior Canopies/Sunshade	650	SF	$45.00	$ 29,250.00
Mezzanine Stairs/Railing Modification	1	EA	$8,500.00	$ 8,500.00
Painting / Repair of Existing Exterior Plaster Soffits&Parapets	1,150	SF	$4.50	$ 5,175.00
D. Interior Construction / Modifications				
Inteior PLAM Doors, HM Frames, Hardware	30	EA	$ 1,250.00	$ 37,500.00
Interior Hollow Metal Doors, HM Frames, Hardware	7	EA	$ 2,500.00	$ 17,500.00
Interior Storefront Window/Door Systems	750	SF	$ 55.00	$ 41,250.00
Drwall Partitions - Rated walls	3100	SF	$ 7.50	$ 23,250.00
Drywall Partitions - Non rated walls	6900	SF	$ 5.25	$ 36,225.00
CMU Partitions - 6" CMU	1300	SF	$ 11.00	$ 14,300.00
CMU Partitions - 8" CMU	3300	SF	$ 12.00	$ 39,600.00
Frame and install drywall ceilings	800	SF	$ 4.50	$ 3,600.00
Tile Walls at in Restroom Showers (Full HT, 9' HT)	2400	SF	$ 6.50	$ 15,600.00
Ceramic Tile Walls at Shower (Full HT, 9' HT)	700	SF	$ 9.50	$ 6,650.00
Tile Backsplash at Kitchen Counters	120	SF	$ 6.00	$ 720.00
Industrial Polished Concrete	3800	SF	$ 5.75	$ 21,850.00
Sealed Concrete	950	SF	$ 1.50	$ 1,425.00
Ceramic Tile (Floor) - Restrooms	520	SF	$ 6.50	$ 3,380.00

Ceramic Tile (Floor) - Lobby, Day Room, Kitchen, etc.	1350	SF	$ 9.00	$ 12,150.00
Carpet Tile	3900	SF	$ 5.25	$ 20,475.00
LVT Tile	2000	SF	$ 4.25	$ 8,500.00
Walk Off Carpet Entry mats	250	SF	$ 8.25	$ 2,062.50
Paint Drywall / CMU Walls	14600	SF	$ 1.75	$ 25,550.00
Paint Drywall Ceilings	800	SF	$ 2.25	$ 1,800.00
Paint Exposed Structure	4500	SF	$ 2.75	$ 12,375.00
2x2 Lay in Ceiling Tile	9600	SF	$ 3.00	$ 28,800.00
Visual Display Surface	6	EA	$ 950.00	$ 5,700.00
TV Mounts	4	EA	$ 250.00	$ 1,000.00
Building & Room Signage (Interior and exterior)	1	LS	$ 10,000.00	$ 10,000.00
Waste Receptacle	8	EA	$ 150.00	$ 1,200.00
Paper Towel Dispenser	8	EA	$ 105.00	$ 840.00
Toilet Tissue Dispenser	8	EA	$ 225.00	$ 1,800.00
Mirrors	7	EA	$ 2,000.00	$ 14,000.00
Soap Dispenser	8	EA	$ 45.00	$ 360.00
Towel Bar	5	EA	$ 65.00	$ 325.00
Grab Bar, 36"	7	EA	$ 75.00	$ 525.00
Grab Bar, 42"	7	EA	$ 175.00	$ 1,225.00
L-Shape Grab Bar	2	EA	$ 325.00	$ 650.00
Folding Shower Seat	2	EA	$ 125.00	$ 250.00
Shower Curtain & Rod	5	EA	$ 350.00	$ 1,750.00
Mop Rack	1	EA	$ 175.00	$ 175.00
Fire Extinguishers with Bracket	6	EA	$ 150.00	$ 900.00
Gear Storage lockers	32	EA	$ 650.00	$ 20,800.00
E. Casework / Millwork				
Large Wardrobe / Locker Cabinets at Dorms	54	EA	$ 500.00	$ 27,000.00
Solid Surface Countertops	90	LF	$ 40.00	$ 3,600.00
Solid Surface Countertops at Bar/Kitchen	23	LF	$ 55.00	$ 1,265.00
Base Cabinets	98	LF	$ 200.00	$ 19,600.00
Upper Wall Cabinets	70	LF	$ 150.00	$ 10,500.00
F. Appliances / Equipment				
Existing Vent Hood - Allowance	1	LS	$ 1,500.00	$ 1,500.00
Existing Range - Allowance	1	LS	$ 1,500.00	$ 1,500.00
Dishwasher	2	EA	$ 900.00	$ 1,800.00
SCBA Fill Station - Existing / Relocate and Reinstall	1	LS	$ 1,000.00	$ 1,000.00
SCBA Air Compressor - Existing / Relocate and Reinstall	1	LS	$ 1,000.00	$ 1,000.00
Gear Extractor	1	LS	$ 8,500.00	$ 8,500.00
Drying Cabinet	1	LS	$ 8,500.00	$ 8,500.00
Washer	1	EA	$ 1,000.00	$ 1,000.00
Dryer	1	EA	$ 1,000.00	$ 1,000.00
G. Mechanical, Electrical & Plumbing Systems				
Mechanical				
Testing and adjusting	15550	SF	$ 0.50	$ 7,775.00
Apparatus Bay Intake and Exhaust System	4	EA	$ 5,000.00	$ 20,000.00
Big Ass Fans	2	EA	$ 8,000.00	$ 16,000.00
Multi Zone Heating / Venting /Air conditioning (incl	11700	SF	$ 42.00	$ 491,400.00
Plumbing				
Insulation	15550	SF	$ 1.75	$ 27,212.50
Piping	15550	SF	$ 9.18	$ 142,749.00
Fixtures				
Toilets	7	EA	$ 2,600.00	$ 18,200.00
Urinals	0	EA	$ 1,250.00	$ -
RR Sinks	7	EA	$ 1,800.00	$ 12,600.00
Shower Heads - Includes Chemical Shower	5	EA	$ 500.00	$ 2,500.00

Decon Shower	1	EA	$ 2,500.00	$ 2,500.00
Counter sinks	3	EA	$ 500.00	$ 1,500.00
Catering Kitchen Sink (Triple)	0	EA	$ 3,000.00	$ -
Kitchen Sinks (Double)	2	EA	$ 2,000.00	$ 4,000.00
Utility Sinks	3	EA	$ 2,200.00	$ 6,600.00
Mop Sink	2	EA	$ 1,175.00	$ 2,350.00
Floor Sink	2	EA	$ 750.00	$ 1,500.00
Electric Water Heater (1 - 30 Gal)	0	EA	$ 10,000.00	$ -
Gas Water Heater (200 Gal)	1	EA	$ 16,000.00	$ 16,000.00
Oil Sand Separator / Sample Well	1	EA	$ 175,000.00	$ 175,000.00
Grease Trap / Sample Well	1	EA	$ 20,000.00	$ 20,000.00
Floor Drains	18	EA	$ 750.00	$ 13,500.00
Roof Drain system	10	EA	$ 1,500.00	$ 15,000.00
Circulating Pump	2	EA	$ 2,000.00	$ 4,000.00
Thermal Expansion Absorbers	1	LS	$ 1,000.00	$ 1,000.00
Trap Primer	11	EA	$ 100.00	$ 1,100.00
Hose BIB	5	EA	$ 500.00	$ 2,500.00
Hose Reels	7	EA	$ 400.00	$ 2,800.00
Air Compressor	1	EA	$ 6,000.00	$ 6,000.00
Air Dryer	1	EA	$ 3,000.00	$ 3,000.00
Wall Hydrants	3	EA	$ 500.00	$ 1,500.00
Electrical				
Services Entrance & Switch gear upgrades	1	LS	$ 145,000.00	$ 145,000.00
Conduit & Wiring	15550	SF	$ 4.50	$ 69,975.00
Lightning Protection and Grounding	1	LS	$ 30,000.00	$ 30,000.00
Generator Service and Additional Ventalation	1	LS	$ 35,000.00	$ 35,000.00
Sound & Code Blue Wiring	15550	SF	$ 1.68	$ 26,124.00
Fire Alarm System	15550	SF	$ 2.50	$ 38,875.00
Security System (Existing Camera relocation)	1	LS	$ 5,000.00	$ 5,000.00
Security System (incd. Card reader access)	15550	SF	$ 1.60	$ 24,880.00
Security System (alarm intrusion)	15550	SF	$ 3.00	$ 46,650.00
Fixtures & Installation	15550	SF	$ 16.00	$ 248,800.00
Wire Devices & Trim Out	15550	SF	$ 1.55	$ 24,102.50
Ceiling Fans in Bays Areas	4	EA	$ 1,500.00	$ 6,000.00
Communications Cabling	15550	SF	$ 2.55	$ 39,652.50
Communications Equipment (Dispatch Relocation)	1	LS	$ 25,000.00	$ 25,000.00
Rerouting of Existing Exterior Electrical Conduits	1	LS	$ 20,000.00	$ 20,000.00
H. Life Safety Systems				
Wet Pipe Sprinkler System	15550	SF	$ 4.75	$ 73,862.50
Stand Pipe	15550	SF	$ 2.00	$ 31,100.00
I. Site Paving				
Fine Grade and Compact Subgrade	600	SY	$ 8.00	$ 4,800.00
Wheel stops at Parking	5	EA	$ 95.00	$ 475.00
Striping of Parking, ADA Spacing, Directional Arrows, ETC.	1	LS	$ 3,000.00	$ 3,000.00
Parking Signage	3	EA	$ 300.00	$ 900.00
Concrete Parking Lot and Drives (8" thick)	145	CY	$ 125.00	$ 18,125.00
Sidewalks	10	CY	$ 125.00	$ 1,250.00
Concrete Curbs	100	LF	$ 10.00	$ 1,000.00
J. Site Improvements				
Chain Link with Privacy slats	175	LF	$ 18.00	$ 3,150.00
Pedestrian Gates 3' x 7'	1	EA	$ 500.00	$ 500.00
Concrete Filled Steel Pipe Bollards	10	EA	$ 250.00	$ 2,500.00
K. Landscaping & Irrigation				
Sodding / Seeding	14700	SF	$ 1.75	$ 25,725.00

Landscape Beds	1	LS	$ 5,000.00	$ 5,000.00
Tree Removal	1	LS	$ 5,500.00	$ 5,500.00
Irrigation	1	LS	$ 1,500.00	$ 1,500.00
L. Site Utilities				
Storm Drainage & Structures				
Site Storm	5100	SF	$ 4.25	$ 21,675.00
Sub Total		Cost per SF	$203.55	$3,165,150.00
Design Contingency		10.00%		$316,515.00
Adjustment for inflation from Jan.2019 to 2020		0.00%		$0.00
Cost of Work Sub Total				$3,481,665.00
Contrtactors Fees (General Conditions)			LS	$275,000.00
Contrtactors Fees (Bonds & Insurance)			1.75%	$65,741.64
Contrtactors Fees (Overhead & Profit)			LS	$175,000.00
Total Construction Cost:				$3,997,406.64
Total Project Cost:				$4,904,677.47

Fire Station	Year	Area SF	Contract Award/Estimate	Cost/SF
Pearland Fire Station	2019	17,600	$ 7,750,500	$ 440.37
EMS Station 92	2018	7,370	$ 3,100,000	$ 420.62
EMS Station 94	2018	7,370	$ 3,100,000	$ 420.62
Eastex Fire Station 16	2017	19,140	$ 7,390,000	$ 386.10
Eastex Fire Station 36	2017	19,140	$ 7,390,000	$ 386.10
Village Fire Station (For Complete New Building)	2019	17,470	$ 7,861,500	$ 450.00

DIVIDER PAGE

VILLAGE FIRE STATION
VILLAGE FIRE DEPARTMENT
901

Department Legend

- Admin
- Apparatus Bays
- Dayroom / Dorms
- Support Areas

A1 **FLOOR PLAN - LEVEL 1**
3/32" = 1'-0"

PRELIMINARY
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

VILLAGE FIRE STATION ADDITIONS AND RENOVATIONS
VILLAGE FIRE DEPARTMENT
901 Corbindale Rd
Houston, Texas 77024

JOINER ARCHITECTS
JOINER PARTNERSHIP, INC
700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401

FLOOR PLAN - PHASE 2

DATE
08/09/19

PROJECT NO.
19013

A
202

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**Resolution No. 19-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUPPORTING THE METROPOLITAN TRANSIT AUTHORITY'S METRONEXT TRANSIT PLAN, SUBSEQUENT BOND ELECTION AND EXTENSION OF THE GENERAL MOBILITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	Currently, one cent of the City of Spring Valley Village's sales tax goes to METRO for mass transit, and, through the General Mobility Program, METRO has dedicated 25% of the mass transit sales tax for street improvement and general mobility projects. Since 2009, the City has had a General Mobility Program Agreement by which METRO refunds 50% of the City's mass transit sales tax to the City for various transportation projects authorized by the Texas Transportation Code ("Agreement"), and the current Agreement goes through 2025. The METRO Board of Directors has called an election to be held on November 5, 2019 to determine the will of the voters on the issuance of $3.5 billion in bonds, notes and other obligations for the implementation of METRONext and extension of the General Mobility Program through 2040 – which would also allow the extension of the City's Agreement through 2040. This Resolution expresses support for the METRONext Transit Plan, Bond Referendum scheduled for November 5, 2019, and extension of the General Mobility Program.
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 NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUPPORTING THE METROPOLITAN TRANSIT AUTHORITY'S METRONEXT TRANSIT PLAN, SUBSEQUENT BOND ELECTION AND EXTENSION OF THE GENERAL MOBILITY PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Metropolitan Transit Authority of Harris County, Texas (METRO) was created pursuant to Chapter 141 of the 63rd Legislature of the State of Texas, Regular session, 1973 (Article 118x, Vernon Texas Civil Statutes, as amended, now codified as Chapter 451, Transportation Code, as amended (The METRO Act) and was confirmed by the tax election held on August 12, 1978 in accordance with the METRO Act; and

WHEREAS, in 2014, voters approved the referendum extending the General Mobility Program dedicating twenty-five percent (25%) of METRO's one cent sales tax for street improvement and general mobility projects as authorized by law to 2025; and

WHEREAS, the METRO Board of Directors adopted Resolution 2019-71 on August 13, 2019, which established a comprehensive regional transit plan known as METRONext for the acquisition, construction, repair, equipping, improvement and/or extension of METRO's transit system; and

WHEREAS, METRO Resolution 2019-71 included provisions to continue the General Mobility Program and the dedication of 25% of its sales and use tax revenues for street improvements and general mobility projects through 2040; and

WHEREAS, the METRO Board of Directors has called an election to be held on November 5, 2019 to determine the will of the voters on the issuance of $3.5 billion in bonds, notes and other obligations for the implementation of METRONext and extension of the General Mobility Program through 2040; and

WHEREAS, the City of Spring Valley Village is a contributor of General Mobility Sales Tax Dollars; and

WHEREAS, through the General Mobility Program and agreement, METRO reimburses fifty percent (50%) of the General Mobility Sales Tax Dollars collected back to the City of Spring Valley Village to fund projects such as the construction or maintenance of streets, roads, bridges, and traffic control signals and for installing or maintaining street lights, sidewalks, hike and bike trails, as well as landscaping and drainage improvements related to these transportation improvements; and

WHEREAS, the City of Spring Valley Village has directly benefited from the General Mobility Program by way of funding numerous roadway and infrastructure projects; and

WHEREAS, the City of Spring Valley Village has carefully reviewed METRONext and finds that METRONext offers the best framework for the development of transit services and mobility that will address regional needs at this time; and

WHEREAS, the City of Spring Valley Village desires to increase and improve the level of service directly provided to the City of Spring Valley Village and its residents through the METRONext Plan.

NOW, THEREFORE

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

Section 1: The City of Spring Valley Village hereby supports METRONext and recommends voting "FOR" the referendum to be held on November 5, 2019 supporting the METRONext Plan, bonds, notes and other obligations and continuation and extension of the General Mobility Program through 2040.

Section 2: The City of Spring Valley Village strongly urges the METRO Board of Directors and Administration to increase and improve the level of service(s) directly provided to the City of Spring Valley Village and its residents by way of METRO programs such as METRO Community Connector among others through the METRONext Plan.

Section 3: This Resolution shall become effective upon passage.

DULY PASSED AND APPROVED on this the 15th day of October, 2019.

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

ATTEST:

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

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC: Ordinance No. 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 11 TO THE PERSONNEL MANUAL, TO AMEND APPENDIX "A," "JOB ALIGNMENT AND SALARY RANGES FOR ALL CITY POSITIONS" TO INCLUDE A NEW POSITION HAVING THE JOB TITLE OF "DIRECTOR OF COMMUNITY DEVELOPMENT" AND PLACED AT GRADE 16; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: Over the last two years, I had many conversations with former Building Official Oscar Arevalo about the different aspects of the Building Official position within the City's organization. While the position had the "Building Official" title, this title did not capture the full responsibilities for which the position was responsible. In our organization, the Building Official has been responsible for not only building inspections and plan reviews, but also code compliance, and planning, zoning and development services – including providing staff support to the Planning & Zoning Commission and Board of Adjustments. While the Building Official conducted many inspections and plan reviews, the Building Official utilized a contract building inspector as needed in order to allow time for him to address many planning and zoning as well as code compliance issues. Additionally, drainage review has been provided by the City's contract on-call engineering firm.

Upon notification that the Building Official position was being vacated, I evaluated whether to completely outsource the functions of the Building Official position or to hire a Director of Community Development that would be responsible for planning, zoning, and development issues (of which the City has numerous issues and is the largest part of the position), code compliance, and providing support to the Planning and Zoning Commission and Board of Adjustment and then outsource the building official, building inspections and plan review services (collectively building administration services) to a third party.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

After extensive consideration, I have decided that it is in the City's best interest to create a Director of Community Development position and recruit someone who can take on the responsibilities that are needed with regard to planning, zoning and development.

The proposed position is a new Director of Community Development position that would replace the previous Building Official position, and the job description for the position is provided with this agenda item. This position more accurately reflects the actual responsibilities of the job. I will be looking for a candidate that either has a Master's degree in public administration or urban planning and a minimum of 5 years of experience in local government planning, zoning, and/or community development.

To ensure that the proposed new position was placed correctly in the Job Alignment and Salary Ranges for All City Positions that was adopted by the Council on September 25, 2018, City Treasurer Michelle Yi provided the proposed job description for the new position to Gallagher Benefit Services to evaluate using the same methodology that was applied during the 2017 salary study and the 50th percentile of the market that was utilized to determine range placement. Based on the job description and the minimum qualifications, the recommended placement in the City's approved structure is Grade 16 which is the same grade level as the City Treasurer and Public Works Director.

Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
16	City Treasurer Public Works Director Director of Community Development	$85,727	$115,731	$145,735

My request would be to fill the proposed new position as quickly as possible in light of the fact that the Building Official position is currently open. The Building Official position would not be filled as a staff position. The building official, building inspection, and plan review services would be contracted through a third party.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	This Ordinance would approve the creation of a Director of Community Development position and amend Appendix "A" "Job Alignment and Salary Ranges for All City Positions" of the City's Personnel Manual to include the new position at Grade 16.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance No. 2019-XX • Job Description for Proposed New Director of Community Development Position
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 various accounts will be used and added to salary and benefit accounts. ☐ $_____ 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		

DIVIDER PAGE

ORDINANCE NUMBER 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 11 TO THE PERSONNEL MANUAL, TO AMEND APPENDIX "A," "JOB ALIGNMENT AND SALARY RANGES FOR ALL CITY POSITIONS" TO INCLUDE A NEW POSITION HAVING THE JOB TITLE OF "DIRECTOR OF COMMUNITY DEVELOPMENT" AND PLACED AT GRADE 16; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 1995, by Ordinance Number 95-05, the City Council of the City of Spring Valley Village, Texas, adopted a Personnel Manual for all City employees ("Personnel Manual"), and the Personnel Manual has been amended several times since its original adoption with changes to various provisions; and

WHEREAS, in early 2018, the City Council approved using the Gulf Coast Texas Salary Survey conducted by Gallagher Benefit Services, Inc. Fox Lawson Group ("Gallagher") as the basis for and retained Gallagher to undertake a market comparison and develop a job alignment and salary structure for all City positions based on the 50th percentile; and

WHEREAS, on August 21, 2018, the proposed job alignment and salary ranges for all City positions was presented to and approved by the City Council, and, on September 25, 2018, by Ordinance Number 2018-22, the City Council adopted Appendix "A" entitled "Job Alignment and Salary Ranges for All City Positions as an amendment to the Personnel Manual; and

WHEREAS, on October 15, 2019, a proposed new position of Director of Community Development to be placed at Grade 16 within the adopted Appendix "A" entitled "Job Alignment and Salary Ranges for All City Positions" was presented to and approved by the City Council; and

WHEREAS, the City Council hereby finds that Appendix "A," "Job Alignment and Salary Ranges for All City Positions" of the Personnel Manual should be amended to include a new position having the job title of "Director of Community Development" and placed at Grade 16.

NOW, THEREFORE,

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

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

Section 2. Appendix "A," "Job Alignment and Salary Ranges For All City Positions" of the City's Personnel Manual, as adopted by Ordinance Number 95-05, duly passed and approved on March 29, 1995, as amended, is hereby amended to include a new position having the job title of "Director of Community Development" and placed at Grade 16, and to read in its entirety as reflected in Exhibit "A" attached hereto and incorporated herein. This amendment shall be referenced and referred to as **AMENDMENT NO. 11 TO THE PERSONNEL MANUAL**.

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

Section 5. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED 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

APPENDIX A
JOB ALIGNMENT AND SALARY RANGES FOR ALL CITY POSITIONS

Non-Sworn and Sworn Management Positions

Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
1		$22,951	$27,541	$32,131
2	Maintenance Worker	$26,380	$31,657	$36,933
3	Court Clerk Light Equipment Operator	$29,546	$35,455	$41,365
4	Heavy Equipment Operator Plant Operator Police Administrative Assistant	$33,092	$39,710	$46,328
5	Utility Billing/Permit Technician Crew Leader Telecommunication Operator	$37,063	$44,475	$51,888
6	Accounts Payable-Payroll Clerk	$41,510	$49,812	$58,114
7	Court Administrator Public Works Supervisor Telecommunications Supervisor	$43,835	$54,793	$65,752
8		$48,218	$60,273	$72,327
9	Assistant to the City Administrator	$53,040	$66,300	$79,560
10		$58,344	$72,930	$87,516
11	Public Works Superintendent	$60,588	$78,764	$96,941
12	Building Official City Secretary	$65,435	$85,066	$104,696
13		$70,670	$91,871	$113,072
14		$76,324	$99,221	$122,118
15	Police Captain	$82,429	$107,158	$131,887
16	City Treasurer Public Works Director Director of Community Development	$85,727	$115,731	$145,735
17	Police Chief	$92,585	$124,989	$157,394
18		$99,991	$134,988	$169,986
19	City Administrator	$124,989	$168,736	$212,482

Sworn Non-Management Position

Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
P1	Police Officer	$52,395	$65,494	$78,593
P2	Police Sergeant	$67,976	$81,572	$95,167
P3	Police Lieutenant	$75,641	$90,770	$105,898

CITY OF SPRING VALLEY VILLAGE

JOB TITLE: Director of Community Development JOB FAMILY: Administrative
DEPARTMENT: Administration EEO CODE: Professional
FLSA STATUS: Exempt EFFECTIVE DATE: October 15, 2019
EMERGENCY MGMT CLASS: Level 1

JOB SUMMARY:
Under the direction of the City Administrator, the Director of Community Development plans, organizes, and directs the activities of the Community Development Department including Planning and Zoning, Building Inspection, and Code Compliance. The Director is responsible for the development, recommendation and implementation of policies, programs and procedures that accomplish the goals and objectives of the Department. The Director assists the City Administrator with policy and legislative research and analysis related to planning and community development and participates as a member of the City management team to assist in planning, organizing and implementing goals, objectives and policies to achieve the vision of the City Council.

ESSENTIAL JOB FUNCTIONS:

- Assume full management responsibility for all Department services and activities including planning, organizing and directing short and long-range planning programs; the review and approval of land use and building codes; recommend and administer policies, procedures and budgets.

- Manage the development and implementation of Departmental goals, objectives, policies and priorities for each assigned service area.

- Prepare realistic and fiscally sound annual and special budgets to enable the Department to achieve its objectives, including special activities assigned by the City Council and/or City Administrator; ensure that the Department functions within budget appropriations.

- Establish, within City policy, appropriate service levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

- Plan, direct and coordinate, through professional services contracts and subordinate level staff the Department's work plan.

- Administer contracts with outside consulting services as required; advertise, interview, and select consultants; negotiate work programs for subsequent contracts.

- Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

- Direct the day-to-day zoning, subdivision, environmental, building administration and code compliance activities.

- Oversee and coordinate Departmental special projects; implement regulations, programs, strategies and action plans.

- Prepare and present new policies, ordinances and reports for the Planning and Zoning Commission, Board of Adjustment, and City Council.

- Ensure compliance with applicable law and regulations.

- Serve as City's Floodplain Manager.

- Maintain a positive relationship with homeowners, engineers, architects, developers, contractors, and other constituents while gaining compliance with development codes and regulations.

- Prepare grant proposals for additional funding from State and Federal sources; administer grants and ensure successful completion of work program.

- Represent the City to other departments, elected officials, outside agencies, and regional and State forums; coordinate assigned activities with those of other departments and outside agencies and organizations.

- Provide staff assistance to the City Administrator; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.

- Serve as part of the City's Emergency Operations Team during Emergency Operation Center activation and implement Annex J, Recovery, of the City's Emergency Management Plan, as needed.

- Attend community group meetings and make presentations concerning Community Development projects and programs as needed.

- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of land use, planning, flood plain management, building inspection, code compliance, and community development.

- Respond to and resolve difficult and sensitive citizen inquiries and complaints.

- Attend work on a regular and dependable basis. Due to the nature of this position, actual presence on the job during work hours is mandatory.

- Interact in a professional and respectful manner with City staff, officials, other agencies, and the public.

- Assist the overall effort in achieving the adopted City Council Governance Goals.

- Perform other related duties as assigned or required.

MINIMUM QUALIFICATIONS:

Knowledge: Extensive knowledge of municipal land use and development ordinances, zoning regulations, subdivision regulations, building codes, floodplain management, and code enforcement ordinances, other construction related ordinances, and other related public agency rules and procedures, including their formation, process of adoption, and enforcement; local government administration principles, practices, procedures and legal requirements; principles and practices of program development and administration; supervisory and management practices and techniques for municipal government; principles of contract preparation and administration; methods and techniques for negotiating contracts; effective business letter writing, and report and presentation preparation; technology and software applications that can enhance the effectiveness of the Department; pertinent Federal, State and Local codes, laws and regulations; principles and practices of local government budget preparation and administration.

Skills: Ability to: Plan, supervise, and manage City planning, building permit, code compliance and related functions; oversee, direct, and coordinate the work of lower level staff; participate in the development and administration of goals, objectives and procedures; plan, develop and maintain complex detailed administrative projects and programs; establish and maintain cooperative and effective working relationships with elected officials, department heads, supervisors, employees, other governmental entities, the media and general public; accurately analyze problem situations and adopt an effective course of action; effectively represent the City in situations that are potentially adversarial or stressful; analyze and assess programs, policies, organizational needs and make appropriate adjustments; prepare clear and concise administrative, financial and analytical reports; effectively present program issues to a variety of audiences; develop policy guidelines and/or decisions; resolve conflicts and gain cooperation among competing interest groups; communicate clearly and concisely, both orally and in writing, to a diverse audience; evaluate, research and write legislation as needed; interpret engineering, architectural and landscape plans and designs; maintain a positive relationship with the public and other governmental entities while enforcing development regulations; interpret and apply applicable Federal, State and local policies, laws, and regulations.

Education:
Bachelor's degree in urban planning and design, land use planning, public administration or a related field from an accredited college or university. Master's Degree and AICP designation preferred.

Experience:
Minimum five years increasingly responsible public planning experience in current planning, application processing, environmental planning, floodplain management, transportation planning, long-range planning, planning law, construction management, building inspection and permitting administration, and management of complex land use regulatory processes and sensitive areas within a dynamic neighborhood environment, including three years of management and administrative responsibility.

Any work-related experience resulting in acceptable proficiency levels in the above Minimum Qualifications may be considered as an acceptable substitute for the above-specified education and experience requirements.

Licenses and Certifications: Texas Class C Driver's License and National Incident Command System (NIMS) ISO 100 and 700 required within six (6) months of employment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:
Work is primarily performed in an office setting, frequently at other locations for meetings, and in field locations with potential exposure to physically hazardous conditions and unpleasant circumstances. Work requires sitting at a desk for extended periods of time, using a PC work station for extended hours, lifting up to 25 pounds on occasion, and doing occasional field investigation and site inspection work in adverse weather conditions. Walking, sitting, standing, bending and reaching is required. Some traveling may be required. Exposure to adverse weather conditions is minimal.

The above statements are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties and skills that may be required. Furthermore, this job description is not an employment agreement, contract agreement, or contract. Management has exclusive right to alter this job description at any time without notice.

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC: **Resolution Number 19-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; 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.

BACKGROUND: With the departure of previous Building Official Oscar Arevalo and the number of projects that he and the rest of our Team currently have in progress, I contacted Kevin Taylor with BBG Consulting, Inc. ("BBG") to obtain a proposal for providing comprehensive building administration services which include, but are not limited to, building official, plan review, building inspection, and building permitting services. However, after meeting with BBG, it became apparent that the organization has enough depth to also provide comprehensive community development services which include planning and zoning and code compliance services. BBG currently provides similar services to the Hedwig Village, Hunter's Creek Village, and Hilshire Village.

The Agreement for Professional Services with BBG that is submitted for Council's consideration has a two-year term and is structured to provide two different scopes of work: (a) Full-Service Scope for the period of October 16, 2019 through December 31, 2019; and, (b) Limited-Service Scope for the period from January 1, 2020 through October 15, 2021.

(1) Until such time as the Director of Community Development is in place, BBG shall provide the Full-Service Scope by providing professional community development management services during the recruitment and placement phase of hiring a new Director of Community Development. These services include, but are not limited to, addressing planning and zoning issues, code compliance, all building administration services, and attendance at Planning and Zoning Commission, Board of Adjustments, and City Council meetings as needed.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

(2) Once the Director of Community Development is in place, then BBG will transition to the Limited-Service Scope by providing comprehensive building administration services since the Director of Community Development will be responsible for planning, zoning and other development issues as well as code compliance.

The fee for the Full-Service Scope is a monthly retainer fee of $5,000.00. These fees will be funded from salary savings from the open Building Official/Director of Community Development position. The monthly retainer fee for the Limited-Service Scope is set at a maximum of $5,000.00 and will be renegotiated based actual experience as documented by BBG and mutually agreed upon by both the City and BBG. Since a staff member previously provided some of the building administration services and the City will be outsourcing those services, it is possible that there may be additional funds needed in the Professional Services line item of the Budget. If so, the additional funds will be included in the City's FY 2020 Budget Amendment.

In each of the Scopes of Work, building inspections will be billed separately at $35.00 per inspection, and these fees are funded by the permit fees that are already in place in the City's Fee Schedule. Additionally, fees for commercial projects valued at $1,000,000 or more will be charged at 5-10% of the permit fee and recouped from the applicant.

BBG will serve as an extension of our City Team, and they will work closely with our City Team on all of the projects currently in progress and new projects that come in as well as with our consultants on different projects. We will be setting up training for our City Team on processes for working with BBG, including getting BBG set up to access the City's permitting software, BluePrince. BBG will be on-site at City Hall at different times and will be available by phone and email for our residents and our Team.

RECOMMENDATION:	Staff recommends approval of the Resolution.
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:

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	☐ $____ 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# _10-01-5201_ and $_____ added to Expenditure Acct/Project# _10-10-5500_____
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		

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; 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.

WHEREAS, the City Council has been presented an Agreement for Professional Services by and between the City of Spring Valley Village, Texas and BBG Consulting, Inc. (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 terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such 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 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 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 Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and 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

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS
HARRIS COUNTY

This Agreement is entered into and executed by the City of Spring Valley Village, Texas, a municipal corporation formed under the laws of the State of Texas (hereinafter "City") and BBG Consulting, Inc., a Texas corporation ("Consultant").

WHEREAS, City desires to contract with Consultant for professional community development management services during the recruitment and placement phase of hiring a new Director of Community Development, and, thereafter, for comprehensive building administration services ("Services"); and

WHEREAS, Consultant desires to provide such Services to City and represents that it is fully qualified to do so; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Consultant mutually agree as follows:

SECTION 1
TERM OF AGREEMENT

The term of this Agreement shall be two years beginning on October 16, 2019, and ending on October 15, 2021; provided, however, that this Agreement shall be renewed from year to year for successive one year periods thereafter for the consideration provided herein until terminated in accordance with this Agreement.

SECTION 2
SERVICES TO BE PROVIDED

2.1 The Services to be provided under this Agreement shall consist of two different scopes of work: (a) Full-Service Scope for the period of October 16, 2019 through December 31, 2019; and, (b) Limited-Service Scope for the period from January 1, 2020 through October 15, 2021.

(a) Full-Service Scope of Work

(1) Consultant shall provide professional community development management services during the recruitment and placement phase of hiring a new Director of Community Development. These services will be provided, as needed, from October 16, 2019 through December 31, 2019. Consultant will work closely with City staff to ensure that the transition to a Director of Community Development operates in the best interest of the City.

(2) It is understood that these services shall include comprehensive planning and development activities, including, but not limited to, serving as Building Official, building permitting, inspection and plan review (including drainage plan review) activities, providing guidance for City permit technicians, code compliance activities, providing damage assessment services in the event of a declared disaster, making recommendations to the City Administrator regarding all aspects of community development operations, and assisting the City Administrator with all community development-related issues. Consultant shall also attend Planning and Zoning Commission, Board of Adjustments, and City Council meetings as requested.

(b) Limited-Service Scope of Work

(1) Upon the installation of a Director of Community Development, Consultant shall provide comprehensive building administration services. These services are proposed to be provided from January 1, 2020 through October 15, 2021.

(2) It is understood that these services include, but are not limited to, serving as Building Official, building permitting, inspection and plan review (including drainage plan review) activities, proactive jobsite maintenance activities, providing guidance on building administration services processes and procedures, providing guidance for City permit technicians, providing damage assessment services in the event of a declared disaster, making recommendations to the Director of Community Development regarding all aspects of building administration services, and assisting the Director of Community Development with all building administration services-related issues.

2.2 Consultant agrees to perform the Services in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be provided hereunder and Consultant's performance. The Services provided will be with the best faith and effort with the City's interest in mind. Should any of the Services prove to be inaccurate or otherwise deficient, Consultant agrees to promptly correct all deficiencies at Consultant's expense and deliver the corrected work products to the City. It is incumbent on the City to provide a level of authority to Consultant in order to perform the Services at the highest standards.

2.3 Consultant agrees that City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

2.4 Consultant will perform the Services both on and off site. The City will provide office space with all required office equipment to perform Services when Consultant is on site.

2.5 Both City and Consultant will be responsible for immediately informing the other of any developments found that might impact the success of the Services as it relates to perception, changes to the Services and so forth.

2.6 Consultant shall meet on a weekly basis with City to review and discuss projects and issues.

2.7 Consultant shall provide a monthly report to City of its activities and time spent on such activities.

SECTION 3
COMPENSATION

3.1 Compensation for Full-Service Scope of Work. For and in consideration of the Full-Service Scope of Work rendered by Consultant pursuant to this Agreement, City shall pay to Consultant a monthly retainer fee of $5,000.00.

(a) In addition to the monthly retainer fee, the City shall pay to Consultant $35.00 per building inspection performed and the following commercial plan review fees:

Permit Type	Fee
Building Plan Review for Residential Projects and Commercial Projects Valued at less than $1,000,000	Included in Monthly Retainer Fee
Planning & Zoning Plan Review for Residential Project and Commercial Projects Valued at less than $1,000,000	Included in Monthly Retainer Fee
Building Plan Review for Commercial Projects Valued at $1,000,000 or more	10% of Permit Fee
Planning & Zoning Plan Review for Commercial Projects Valued at $1,000,000 or more	5% of Permit Fee

(b) If Full-Service Scope of Work is no longer needed during the period outlined above, City will pay the pro-rated rate from the last day such services are provided.

3.2 Compensation for Limited-Service Scope of Work. For and in consideration of the Limited-Service Scope of Services rendered by Consultant pursuant to this Agreement, City shall pay to Consultant a monthly retainer fee of a maximum of $5,000.00, with such fee to be determined based on actual experience and mutually agreed upon by the Parties hereto.

(a) In addition to the monthly retainer fee, the City shall pay to Consultant $35.00 per building inspection performed and the following commercial plan review fees:

Permit Type	Fee
Building Plan Review for Residential Projects and Commercial Projects Valued at less than $1,000,000	Included in Monthly Retainer Fee
Planning & Zoning Plan Review for Residential Projects and Commercial Projects Valued at less than $1,000,000	Included in Monthly Retainer Fee
Building Plan Review for Commercial Projects Valued at $1,000,000 or more	10% of Permit Fee
Planning & Zoning Plan Review for Commercial Projects Valued at $1,000,000 or more	5% of Permit Fee

3.3 Upon submission of an invoice by Consultant and verification of the charges by City, City shall remit payment within 30 days of receipt of the invoice. City shall be under no obligation to pay for Services rendered without prior authorization.

SECTION 4
INDEMNIFICATION AND INSURANCE

4.1 Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, losses, expenses, damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of Consultant, its officers, agents,employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement.

4.2 Consultant shall obtain appropriate insurance coverage for the performance of this Agreement and shall name the City of Spring Valley Village as a certificate holder on such insurance policy. Consultant shall provide City with a copy of such insurance certificate within seven (7) calendar days of the approval of this Agreement.

SECTION 5
TERMINATION

This Agreement may be terminated by the City upon providing 45 days written notice to Consultant or by Consultant upon providing 90 days written notice to the City. Consultant shall be compensated for the portion of fees earned up to the time of termination.

SECTION 6
NOTICE

City and Consultant contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done in one of the following methods: (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by email, with receipt, from the sending party or her/his designee. Notice deposited in the United States mail in one of the methods hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other method shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

CONSULTANT:
BBG Consulting, Inc.
ATTN: Kevin Taylor
5925 Almeda Road #11406
Houston, TX 77004
ktaylor@BBGcode.com

CITY:
City of Spring Valley Village
ATTN: City Administrator
1025 Campbell Road
Houston, TX 77055
jrobinson@springvalleytx.com

SECTION 7
GENERAL PROVISIONS

7.1 Contact with Media. Contact with the media shall be the sole responsibility of the City. Consultant shall not release any material or information developed in the performance of this Agreement without the express written permission of City.

7.2 Safety. Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law, in

connection with performance of the Agreement. Consultant shall promptly remedy damages and loss to property caused in whole or in part by the Consultant, its employees, agents, subcontractors, or by any other third party for whose acts the Consultant may be liable.

7.3 No Waiver. The waiver by either part of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach of any provision of this Agreement.

7.4 Independent Contractor. Consultant shall perform its obligations under this Agreement as an independent contractor and not as an officer, agent, servant, or employee of the City. No person performing any obligations under this Agreement shall be considered an officer, agent, servant or employee of the city, and no such persons shall be entitled to any benefits available or granted to employees of the City. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Consultant.

7.5 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.

7.6 Compliance With Chapter 2252.908 Of The Texas Government Code. In accordance with Chapter 2252.908 of the Texas Government Code, Contractor shall electronically file a Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission utilizing the process required by such Commission and provide a completed, printed, and signed Form 1295 bearing the unique certification of filing number to the City along with the signed Contract.

7.7 Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, Consultant represents and certifies that, at the time of execution of this Agreement, neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

7.8 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

7.9 Entire Agreement. This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

7.10 Successors And Assigns. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

7.11 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

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

CONSULTANT

By: _____
Printed Name: _____
Title: _____
Date: _____

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**Briefing and Discussion Concerning City Authority to Regulate Political Signs on Private Property**

BACKGROUND:

Periodically, the City receives requests to remove political signs from different locations. The City may remove political signs from the public rights-of-way at any time. However, the City's ability to remove political signs from private property is greatly restricted.

Section 259.003 of the Texas Election Code places restrictions on what cities can and cannot do related to regulating political signs. (Please note that this prohibition was previously contained in Section 216.903 of the Texas Local Government Code. However, it was transferred and redesignated verbatim to Section 259.003 of the Texas Election Code during the 2019 Legislative Session, and the transfer was effective September 1, 2019.)

Section 259.003 of the Texas Election Code provides as follows:

Sec. 259.003. REGULATION OF POLITICAL SIGNS BY MUNICIPALITY. (a) In this section, "private real property" does not include real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose.

(b) A municipal charter provision or ordinance that regulates signs may not, for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner:

(1) prohibit the sign from being placed;

(2) require a permit or approval of the municipality or impose a fee for the sign to be placed;

(3) restrict the size of the sign; or

(4) provide for a charge for the

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

removal of a political sign that is greater than the charge for removal of other signs regulated by ordinance.

(c) Subsection (b) does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(d) Subsection (b) does not apply to a sign that:

(1) has an effective area greater than 36 feet;

(2) is more than eight feet high;

(3) is illuminated; or

(4) has any moving elements.

Pursuant to Section 259.003, the City may not prohibit political signs from being placed on private property. The only aspects of political sign that the City may regulate are signs that meet the requirements of Subsection (d) above. So, as long as political signs are on private property with the consent of the property owner and do not exceed the size and elements spelled out in Subsection (d), the City is prohibited from requiring the removal of political signs from private property.

<u>90-Day Timeframe for Political Signs</u>

There is a 90-day timeframe contained in Chapter 394 of the Texas Transportation Code which regulates outdoor signs on rural roads. Section 394.003 provides the 90-day parameters in a list of exemptions to the regulations:

Sec. 394.003. EXEMPTIONS. (a) This chapter does not apply to:

(1) a sign that is allowed to be erected and maintained under the highway beautification provisions contained in Chapter

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

391;

(2) a sign in existence before September 1, 1985;

(3) a sign that has as its purpose the protection of life or property;

(4) a directional or other official sign authorized by law, including a sign that pertains to a natural wonder or a scenic or historic attraction;

(5) a sign that gives information about the location of an underground electric transmission line or a telegraph or telephone property or facility, a pipeline, a public sewer, or a waterline;

(6) a sign erected by an agency or political subdivision of the state; or

(7) a sign erected solely for and relating to a public election if the sign:

(A) is on private property;

(B) is erected not earlier than the 90th day before the date of the election and is removed not later than the 10th day after the election date;

(C) is constructed of lightweight material; and

(D) has a surface area not larger than 50 square feet.

(b) Subsection (a)(2) does not exempt a sign from Section 394.048 to the extent that section applies.

However, the provisions of Chapter 394 do not apply to streets in Spring Valley Village except the I-10 feeder road since the City's streets are in an incorporated area and consequently do not meet the definition of "rural road" found in Section 394.002 below:

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

Sec. 394.002. APPLICATION OF CHAPTER. (a) This chapter applies only to a sign that is:

(1) outdoors; and

(2) visible from the main-traveled way of a rural road.

(b) In this section, "rural road" means a road, street, way, or bridge:

(1) that is located in an unincorporated area;

(2) that is not privately owned or controlled;

(3) any part of which is open to the public for vehicular traffic; and

(4) that is under the jurisdiction of this state or a political subdivision of this state.

Since the 90-day parameter does not apply to streets in Spring Valley Village, then we go back to the provisions of Section 259.003 of the Texas Election Code spelled out above.

Pursuant to Section 259.003, the City may not prohibit political signs from being placed on private property – and this would also include restricting how long political signs may be up. The only aspect of a political sign that the City may enforce is a sign that meets the requirements of Subsection (d) above. So, as long as political signs are on private property with the consent of the property owner and do not exceed the size and elements spelled out in Subsection (d), the City is prohibited from requiring the removal of political signs from private property – regardless of how long they may be erected.

I realize that political signs are unsightly; however, political signs are protected to a great extent under state law.

RECOMMENDATION:	Not applicable
ATTACHMENTS:	• None

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

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	READING PASSED	OTHER
❑YES ❑NO		

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: October 15, 2019

TOPIC: **Recommendations For Use Of Unassigned General Fund, Fund Balance From FY 2018**

BACKGROUND:

Based on the final audit for FY 2017-2018, the City had approximately $1,257,932 in excess revenues over expenditures for the General Fund. Instead of sweeping this amount back into the General Fund Fund Balance, Staff recommends that the City Council approve the use of the excess revenues (unassigned Fund Balance) leftover from the previous fiscal year for specific expenditures that were not included in the adopted budget.

The recommendations for the use of the FY 2018 unassigned General Fund, Fund Balance are provided below. Most of the items below were previously approved by the Council; however, there are a few that were/are needed for operational purposes. If approved, the various items will be included in a budget amendment for FY 2019 and a budget amendment for FY 2020, respectively.

Audited Unassigned General Fund, Fund Balance from FY 2018 **$1,257,932**

Fiscal Year 2018-2019

Inter-fund Transfer to Capital Projects Fund $ 432,370

- City's Portion of Walking Path on SBMSA Athletic Complex $17,500.00
- Conceptual Design Services for Phase II of City Park $16,000
- Park Improvement Phase II Design Fees $38,500
- Park Improvement Phase II Construction $340,370
- Bingle Road Traffic Study/Improvements $20,000

Inter-fund Transfer to Utility Fund $ 73,196

- New Production Well $73,196

General Fund Expenditures $ 41,620

- Village Fire Department Budget Amendment #2 for Legal Fees and Roof Replacement $26,620
- Implementation of Interface between BluePrince and Incode $10,000
- Project Accounting Module from Incode $5,000

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

Fiscal Year 2019-2020

Transfer to Capital Project Fund	$243,750
• City's portion of additional Village Fire Department station renovation $243,750	
Transfer to Capital Replacement Fund	$466,996
• Replacement of Ground Storage Tank #2 Engineering Design and Construction $466,996	

RECOMMENDATION: Staff recommends approval of the recommendations.

ATTACHMENTS:
- None

FUNDING ISSUES:
- ☐ Not applicable – no dollars are being spent or received.
- ☐ Full amount already budgeted in Acct/Project# _____
- ☒ Not budgeted, if approved, the recommended budget amendment will be included as part of budget amendment.

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	October 15, 2019
TOPIC:	**Ordinance Number 2019-XX** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE FISCAL YEAR 2018-2019; FUNDING CERTAIN OBLIGATIONS OF THE CITY DURING THE BUDGET PERIOD NECESSARY FOR THE PROVISION OF CITY SERVICES; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.**
BACKGROUND:	The FY 2019 Budget transfers and amendments as outlined in the attached schedules are recommended to true-up fluctuations in the FY 2019 budget based on actuals. Finance staff continues to work on FY19 year-end close. Additional transfers or amendments will be brought to Council if needed.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2019-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the recommended Budget Amendment will be included as part of the FY 2019 Budget.
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

ORDINANCE NUMBER 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE FISCAL YEAR 2018-2019; FUNDING CERTAIN OBLIGATIONS OF THE CITY DURING THE BUDGET PERIOD NECESSARY FOR THE PROVISION OF CITY SERVICES; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.

WHEREAS, the Original Budget of the City of Spring Valley Village, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 ("Original Budget"), was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council hereby finds and determines that it is necessary to fund the attached amendment to such Original Budget which reflect expenditures necessary for the provision of City services; and

WHEREAS, the City Council further finds that these changes are warranted and necessary for the municipal purposes stated, and that the amendment of such Original Budget is an emergency and a matter of public necessity warranting action at this time.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance are hereby found to be true and correct.

Section 2. The Original Budget of the City of Spring Valley Village, Texas, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 is hereby amended to fund the changes reflected on the attached Amendment No. 1 to the Original Budget of The City of Spring Valley Village, Texas, for the Fiscal Year 2018-2019, which shall be attached to and made a part of such Original Budget by the City Secretary and filed as required by State law, and a true and correct copy of which is attached hereto as Exhibit "A" and is made a part of this Ordinance for all purposes.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a

whole or any part 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 ____ 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

ORDINANCE NUMBER 2019-XX

CITY OF SPRING VALLEY VILLAGE
BUDGET TRANSFER/AMENDMENT REQUEST FORM
For the Fiscal Year October 1, 2018 - September 30, 2019

Staff would like to request a budget amendment for following line items. Thank You!

From Account		Amount
10-05-4526	Mayor & Council General Expenses	(1,570)
10-10-4010	Salary Exempt Regular	(17,500)
10-10-4015	Certificate Pay	(1,200)
10-10-4030	Overtime	(509)
10-10-4140	Unemployment Tax	(1,304)
10-10-4525	Office Supplies	(2,000)
10-10-4600	Auto Expenses - Maintence Utilities	(500)
10-10-5627	City Hall-Electric Election Expense	(2,300)
10-10-6018	Professional Fees	(8,700)
10-10-5506	Janitorial Services	(6,365)
10-11-4603	Computer Software	(5,000)
10-11-4605	Records Storage	(4,000)
10-11-5501	Computer Service	(1,000)
10-11-5600	Transfer to DSF	(2,721)
10-11-9001	Judge	(809,847)
10-30-5610	Community Event	(4,049)
10-35-4510	Park Maintenance - Supplies	(5,000)
10-35-4615	General Expenses	(1,200)
10-35-4526	Salaries	(470)
10-40-4011	Health Insurance	(5,000)
10-40-4100	Auto Expenses-Gasoline Computer	(22,100)
10-40-4505	Service	(14,000)
10-40-5600	Software	(7,000)
10-40-4605	Salaries Exempt Regular	(1,150)
10-50-4010		(5,000)
10-50-4100	Health Insurance	(2,900)
10-50-5625	Utilities -Electric	(5,500)
20-10-5506	Professional Fees	(13,721)
20-60-5500	Contract Labor	(16,000)
20-60-5628	Electrical	(28,000)
20-70-6020	Sewer Charge	(8,000)

To Account		Amount
10-05-5027	Mayor & Council - Conferences	1,570
10-10-4011	Salaries Non Exempt Regular	20,000
10-10-4016	457-Plan	678
10-10-4100	Health Insurance	6,385
10-10-4110	TMRS	4,775
10-10-4521	Printing	2,000
10-10-4601	Machinery & Equipment Maintenance	500
10-10-4606	Office Equipment	2,300
10-10-6011	Legal Notice	8,700
10-10-5500	Contract Labor	6,200
10-11-5502	Audit	1,721
10-11-4602	Building Maintenace	11,000
10-11-9000	transfer to CIP	432,370
10-11-9002	Transfer to Utility Fund	883,043
10-20-5628	Fire Dept Contribution	26,620
10-30-4520	Dues & Subscriptions	35
10-30-4525	Office Supplies	1,075
10-30-4606	Office Equip.	879
10-30-5614	Warrant Fees	360
10-30-6012	Credit Card Fees	1,700
10-35-4610	Park Improvement	701
10-35-4611	Park Materials	68
10-35-4612	Community Enhancement	5,000
10-35-4614	Holiday Decoration	900
10-40-4010	Salaries Exempt Regular	5,000
10-40-4023	On-Call	1,800
10-40-4030	Overtime	20,300
10-40-4520	Dues & Subscriptions	250
10-40-4524	Disaster Expenses	3,400
10-40-4525	Office Supplies	1,000
10-40-4526	General Expenses	200
10-40-4620	Radio Radar	800
10-40-5630	Communication	16,000
10-40-7001	PP&E	500
10-50-4011	Salaries non Exempt Regular	3,600
10-50-4030	Salaries Overtime	4,300
10-50-5506	Professional Fee - Enineering	5,500
20-01-5700	Transfer in from GF	883,043
20-10-4526	General Expenses	500
20-10-4601	Equip maint	12,000
20-10-5502	Audit Fees	1,721
20-15-6626	Bond Issuance cost	54,525
20-15-6521	Interest Payment	2,191
20-60-6021	Ground Water Charge	131,815
20-60-6023	Water Treatment	11,000
20-60-7101	Water System	2,500
20-60-7102	New Water Line	2,500
20-60-7401	New Production Water Well	891,643
20-70-4601	Sewer System Maint	3,000
20-70-4608	Sewer Materials	5,000
25-01-5710	Transfer in from GF	432,370
25-01-5802	Proceeds from bond	6,600,000
25-01-5803	Premium on Bond	248,176
25-50-5540	Eng. Westview	12,700
25-50-5544	Prof. Fee Connectivity	54,500
25-50-6226	Bond Issuance cost	108,729
25-50-7504	Park Improvement	340,370
35-30-5005	Bailiff	5,500
35-30-5615	Court Security	3,000

Requested by: _____ Date: 10/07/2019
Michelle Yi, City Treasurer

Approved By: _____ Date: 10/07/2019
Julie Robinson, City Administrator