



Regular City Council Meeting
November 19, 2019
6:00 p.m.



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, November 19, 2019, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS

- 3.1 Recognition to Eagle Scout Kenan Oldham in Appreciation of his Contributions to the City of Spring Valley Village City Park.

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

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

- 5.1 Minutes for City Council Meeting on October 15, 2019

- 5.2 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 \$290,222.64 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 4 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

- 5.3 Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND DVL ENTERPRISES, LLC. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING

FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

- 5.4 Approval of Pay Estimate No. 4 (Final) for 2019 Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of \$33,368.04.
- 5.5 Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT SERVICES LLC. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.6 Approval of Pay Estimate No. 3 (Final) for Cedarbrake Drive Drainage Improvements Project to H&N Contractor Management Services, LLC in the Amount of \$23,213.80.
- 5.7 Approval of Pay Estimate No. 1 for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$239,799.95.
- 5.8 Approval of Pay Estimate No. 2 for the New Production Well Project to W. W. Payton Corporation in the Amount of \$1,127,070.00.
- 5.9 Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE HARRIS-GALVESTON SUBSIDENCE DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.10 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 REVISED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND SPRING BRANCH MEMORIAL SPORTS ASSOCIATION FOR CONSTRUCTION OF A WALKING TRAIL OR SIDEWALK ON THE PROPERTY LOCATED AT 9016 WESTVIEW DRIVE WITHIN THE CITY LIMITS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 5.11 Approval of Pay Estimate No. 5 for Hilldale, Bade, and Cardwell Paving and Utility Improvements Project to Triple B Services, LLC in the Amount of \$177,069.50.
- 5.12 Resolution No. 19-XX – A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE CHANGE TO THE ORIGINAL TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PROJECT SURVEILLANCE, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; 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.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** October 2019 Police Department Staff Report (Chief Evans):
 1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Number of K-9 Deployments
7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on October 23, 2019 and Any Special Meetings That May Have Occurred and Status of Village Fire Commission's Reinstatement of Bunker Hill Village as a Full Member of the Village Fire Department. (Council Member Carpenter / Mayor Ramsey)

NEW BUSINESS

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, Inc. FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
9. **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 CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, Inc. FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2020 Being United Health Insurance (Medical), Guardian Life (Dental), Lincoln National Insurance (Life/AD&D/LTD), and Superior Vision (Vision) For The City of Spring Valley Village's Employee Benefits.
11. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending September 30, 2019.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
13. **DISCUSSION AND DIRECTION CONCERNING:** Development of Annual Street Sweeping Program for the City.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
15. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Staff:
 1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project
 2. Status of Automated Meter Project
 3. Status of New Production Well
 4. Status of Westview Drive Sidewalk Project
 5. Status of Phase II Park Renovations Landscape Improvements
16. **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:
 - 16.1 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.
17. **RECONVENE**
18. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

19. 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 November 19, 2019 agenda of items to be considered by City Council was posted on or before the 14th day of November, 2019, at 10:00 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

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

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, OCTOBER 15, 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 6:03 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro Tem Allen Carpenter

Council Member Tom Donaho

Council Member David Dominy

Council Member Joy McCormack

Council Member Marcus Vajdos (arrived at 6:04 p.m.)

Members Absent:

None.

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Todd Stewart, 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 6:16 p.m.)

David Dixon, Police Commissioner

Mark Schulze, Police Captain

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

None.

5. CONSENT AGENDA

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

5.1 Minutes for 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.

Council Member Carpenter made a motion to approve all items on the Consent Agenda, and Council Member Dominy seconded the motion. Motion carried 5-0.

At this time, Council Member Carpenter made a motion to take Agenda Items 17 and 20 out of order, and Council Member McCormack seconded the motion. Motion carried 5-0.

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

Council Member Carpenter advised that he would like to have the ordinances pertaining to solicitation regulations amended to allow residents the right to restrict solicitors from visiting their home. It was the consensus of the City Council for the City Attorney to review the current regulations and bring back possible revisions that would provide additional protection for residents from solicitors.

- 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.

Mayor Ramsey read the Resolution by caption only. Council Member Carpenter made a motion to approve Resolution Number 19-38, approving the terms and conditions of the agreement for professional services by and between the City of Spring Valley Village and BBG Consulting, Inc., and Council Member McCormack seconded the motion. Motion carried 5-0.

OLD BUSINESS

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

Chief Evans provided the report.

1. Number of Calls for Service – 939
2. Number of Traffic Violations – 497
3. Number of K-9 Deployments – 129

Chief Evans provided a re-cap on the Fall Festival and advised that there would be street closures on Halloween as in previous years.

- 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.

Keith Stubbs and Lewis Gissel, SBMSA Board Members, as well as Travis Stanford, with the Spring Branch Independent School District, appeared before City Council. Mr. Stubbs provided an update on the construction and advised that Phase I was complete, Phase II would start in December, and the entire project would be complete by April 2020. Mr. Stubbs also advised that the walking trail would be accessible to Spring Valley Village residents on weekends and evenings after school. Mr. Stubbs advised that the City previously approved to pay \$17,500 and asked the City if they would also pay for half of the costs associated with drainage additions which was \$61,000 total.

There was discussion concerning the history of the interior walking path required by SBISD and the sidewalk that the City Council had previously agreed to fund a portion of in order to provide pedestrian access to the Complex from Westview Drive. City Administrator Julie Robinson provided an overview of the discussion that occurred during the February 26, 2019 Council Workshop meeting 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. Additionally, during the February Workshop meeting, SBMSA was advised that the additional cost of the drainage infrastructure would not be funded by the City.

After discussion, it was the consensus of the City Council that the City would not pay for any costs associated with additional drainage work for the project. It was also the consensus of the City Council that the City would pay half of the additional costs associated with sidewalk portion of the project (\$3,913.00) in addition to the previously approved \$17,500.00, for a total amount of \$21,413.00. City Administrator Julie Robinson advised that the previously approved Development Agreement would be revised to include the new amount and be on the November City Council meeting agenda for approval. Ms. Robinson also advised Mr. Stubbs that the Revised Development Agreement would be on the Council’s agenda in November and that SBMSA would be required to sign it prior to the City providing any payment under the Agreement.

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)

Mayor Pro Tem Carpenter advised that there were several action items on that evening’s agenda for consideration and added that they continue to search for a property that can be used as a temporary location while the Fire Station additions and renovations are under construction.

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 AGREEMENT BY AND BETWEEN THE VILLAGE FIRE DEPARTMENT AND, INDIVIDUALLY, EACH OF ITS MEMBER CITIES HILSHIRE VILLAGE, TEXAS, HUNTERS CREEK VILLAGE, TEXAS, PINEY POINT VILLAGE, TEXAS, HEDWIG VILLAGE, TEXAS, AND SPRING VALLEY VILLAGE, TEXAS (COLLECTIVELY REFERRED TO AS

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

Mayor Ramsey read the Resolution by caption only. Council Member Vajdos made a motion to approve Resolution Number 19-33, approving a Mutual Release Agreement by and between the Village Fire Department and individually each of its member cities Hilshire Village, Texas, Hunters Creek Village, Texas, Piney Point Village, Texas, Hedwig Village, Texas, and Spring Valley Village, Texas (Collectively referred to as “VFD”) and the City of Bunker Hill Village, Texas, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 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.

Mayor Ramsey read the Resolution by caption only. Council Member Dominy made a motion to approve Resolution Number 19-34, approving Amendment #5 to the Village Fire Department Interlocal Cooperation Agreement, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 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.

Mayor Ramsey read the Resolution by caption only. Council Member Dominy made a motion to approve Resolution Number 19-35, 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 Council Member McCormack seconded the motion. Motion carried 5-0.

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

Council Member Donaho briefed the Council on the progress of the implementation of the Sustainability Initiative to date. . Council Member Donaho advised that they are working on policies regarding conservation and sustainability, which would be presented to City Council once they were complete.

At this time, Council Member Vajdos made a motion to take Agenda Items 14 out of order, and Council Member Dominy seconded the motion. Motion carried 5-0.

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)

Richard Barbles with Stream Realty advised that a couple of months after the land was closed on last year, their anchor tenant fell through. He also advised that he has been speaking with several prospective anchor tenants each day and hopes to break ground sometime between December 2019 and February 2020. It was the consensus of the City Council to extend the deadline to break ground on the project to March 31, 2020. In the event that the project had not broken ground by the new deadline, Mr. Barbles would be required to provide a status on the project to the City Council in April of 2020.

At this time, Council Member Dominy made a motion to take Agenda Items 15 out of order, and Council Member Vajdos seconded the motion. Motion carried 5-0.

- 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 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.

Mayor Ramsey read the Resolution by caption only. Jeremy Peters, Fred Paine, and Sarah Korpita were present on behalf of Gessner Engineering. Council Member Dominy made a motion to approve Resolution Number 19-36, approving the terms and conditions of the 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, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 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)

The City Council discussed different safety concerns raised by residents concerning the intersection of Westview Drive and Voss/Bracher and the crosswalk at Bingle Road and Merlin Drive. After discussion, it was the consensus of the City Council that:

- (1) City staff proceed with replacing the stop signs to meet current regulations, adding a new “Stop Ahead” sign on the westbound lane of Westview Drive, and add street striping and rumble strips as appropriate to improve visibility of the 4-way stop;

(2) City staff investigate short-term options for improving safety of the crosswalk located at Bingle Road and Merlin Drive; and

(3) City staff meet with one of the engineering firms to discuss the traffic and safety issues at both locations and develop a traffic study for both locations that would include an evaluation of the impact of any proposed safety improvements on traffic routing.

- 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.

City Treasurer Michelle Yi advised that the proposed amendment was \$1.5 million total, , and was unanimously approved at the September 11, 2019 Village Fire Commission Special Called Meeting. Ms. Yi also advised that the City's proportionate share of the additional costs is \$243,750, and this amount had 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.

Council Member Vajdos made a motion to approve the Village Fire Department FY 2020 Budget Amendment for Facility Fund 4 for the Village Fire Station Additions and Renovations Project with the City's cost being \$243,750.00, and Council Member Carpenter seconded the motion. Motion carried 5-0.

- 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.

Mayor Ramsey read the Resolution by caption only. Mayor Ramsey advised the Council that he had been contacted by the Metropolitan Transit Authority ("METRO") requesting the support from Spring Valley Village for the upcoming METRO bond election. There was discussion concerning the Council providing political endorsements and the impact of the bond election on the General Mobility Program.

No action was taken.

- 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.

Mayor Ramsey read the Ordinance by caption only. Council Member McCormack made a motion to approve Ordinance No. 2019-22, and Council Member Carpenter seconded the

motion. Motion carried 5-0.

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

Attorney Todd Stewart and City Administrator Julie Robinson provided an overview of the City's authority to regulate political signs on both public and private property. The City may remove political signs from the public rights-of-way at any time. However, pursuant to Section 259.003 of the Texas Election Code, 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) of Section 259.003 of the Texas Election Code. 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. Council directed that City staff post information about the City's authority related to regulation of political signs on the City's social media platforms.

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

City Treasurer Michelle Yi advised that the Unassigned Fund Balance from the FY 2018 General Fund was \$1,257,932 and presented Staff's formal recommendations as follows:

Audited Unassigned General Fund, Fund Balance from FY 2018	\$1,257,932
Fiscal Year 2018-2019	
<u>Inter-fund Transfer to Capital Projects Fund</u>	\$ 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	
<u>Inter-fund Transfer to Utility Fund</u>	\$ 73,196
• New Production Well \$73,196	
<u>General Fund Expenditures</u>	\$ 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	

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

There was discussion concerning the recommended Transfer to Capital Replacement Fund for the Replacement of Ground Storage Tank #2 Engineering Design and Construction of \$466,996.00. While funds would be set aside as recommended, City staff was directed to bring back information on options for the replacement/rehabilitation of Ground Storage Tank #2 for further discussion by the Council.

Council Member Donaho made a motion to approve the staff recommendations presented to the City Council for the use of the Unassigned General Fund, Fund Balance from FY 2018, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 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.

Mayor Ramsey read the Ordinance by caption only. Council Member McCormack made a motion to approve Ordinance No. 2019-23, and Council Member Carpenter seconded the motion. Motion carried 5-0.

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

1. Success of 2019 Fall Festival

City Treasurer Michelle Yi advised that the event was a great success with more sponsors than in previous years.

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 concrete was currently being placed with all residents given prior notice.

4. Status of New Production Well

Public Works Director Pat Riley advised that the drilling structure had been removed and added that the contractors were in the pumping and development phases.

5. Status of Westview Drive Sidewalk Project

Public Works Director Pat Riley advised that the grass had been replaced, all handrails had been installed, the project passed ADA inspection, and the punch list was complete.

3. Status of Automated Meter Project

Assistant to the City Administrator Matthew Hitt advised that Ferguson had completed the installation of the meters originally accounted for in the contract. There are approximately 70 additional meters that need to be ordered to replace meters that were used to install second meters and provide meters for some accounts that were inadvertently not included in the original meter count for the contract. A change order would be presented at the November City Council meeting for the additional meters and funding needed for the change order had already been identified in the Utility Fund.

6. Status of Phase II Park Renovations Landscape Improvements

Assistant to the City Administrator Matthew Hitt advised that the project was substantially completed in time for the Fall Festival but that benches, picnic tables, and light poles would be installed at a later date.

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.

City Council did not convene into Executive Session.

26. **RECONVENE**

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

No action was taken.

28. **ADJOURNMENT**

Council Member Dominy made a motion to adjourn the meeting at 8:48 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: November 19, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN AUTHORIZING A PAYMENT IN THE AMOUNT OF \$290,222.64 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 4 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	This is the fourth pay estimate to be submitted by Triple B Services, LLP for the Hilldale, Bade, and Cardwell Paving and Utility Improvement Project for work that was completed on the Project in September of 2019. Brinkley & Barfield & Triple B Services submitted the pay request after the agenda and packet had been finalized for the October 15 Council meeting. In order to ensure that Triple B Services was paid timely, I executed Pay Estimate Four for the Project on October 14, 2019. This Resolution formally ratifies my actions on behalf of the City.
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# <u>25-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN AUTHORIZING A PAYMENT IN THE AMOUNT OF \$290,222.64 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 4 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 14, 2019, the City Administrator authorized payment in the amount of \$290,222.64 to Triple B Services, LLC for Pay Estimate No. 4 of the Hilldale, Bade & Cardwell Paving and Utility Improvements Project ("Pay Estimate No. 4"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to approve the payment of Pay Estimate No. 4; and (2) that the actions of the City Administrator in executing the payment of Pay Estimate No. 4 should be ratified in all respects.

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 actions of the City Administrator taken for and on behalf of the City in authorizing the payment of Pay Estimate No. 4 on behalf of the City of Spring Valley Village are ratified in all respects.

Section 3. This Resolution 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

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX



October 9, 2019

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

RE: Pay Estimate No. 4
18-08021: Hilldale, Bade, and Cardwell Paving and Utility Improvements
BBI Job No. 170000241

Dear Ms. Benitez:

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

1. Triple B Services, L.L.P. – Pay Estimate No. 4

The amount of Pay Estimate No. 3 is \$290,222.64

84.96% Construction Time Expended

58.98% Construction Cost Expended

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

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

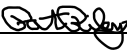
Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers

Tommy V. Cromer

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

CC:

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

VENDOR NO.:	100773	AP DATE:	
DEPARTMENT APPROVAL:		DATE:	October 10, 2019
TREASURER APPROVAL:		DATE:	
ADMIMISTRATOR APPROVAL:		DATE:	
BUDGET ACCOUNT	25-50-7514		



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP " EXCAVATION " PAVING " UTILITIES

LETTER OF TRANSMITTAL

October 9, 2019

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

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

Liberty Mutual Surety 022-221-681

We are emailing and sending you:

tvc@binkleybarfield.com

SAlbert@binkleybarfield.com

DAH@binkleybarfield.com

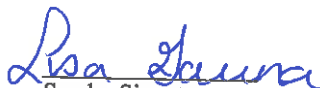
GOPSI99@AOL.com

Copies	Description
	Pay Estimate No. 4 Documents
1	▪ Cover Letter
2	▪ Estimate & Certification for Payment
2	▪ Pay Application No. 4
2	▪ Conditional Waiver and Release on Progress Payment
2	▪ Affidavit of Bills Paid

These are TRANSMITTED for payment.

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

Thank you, we appreciate your business!


Sender Signature

Receiver Signature

Date Received



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP " EXCAVATION " PAVING " UTILITIES

October 9, 2019

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

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

Liberty Mutual Surety 022-221-681

Dear Sir/Madam:

Enclosed, please find Triple B's Pay Estimate No. 4 documents payable in the amount of TWO HUNDRED NINETY THOUSAND TWO HUNDRED TWENTY-TWO and 64/100 DOLLARS (\$290,222.64). Enclosures include Estimate & Certification for Payment, Pay Application No. 4, Conditional Waiver and Release on Progress Payment and Affidavit of Bills Paid, in duplicate.

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

Best regards,

Lisa Gauna
Project Administrator

820 Old Atascocita Road • Huffman • Texas • 77336



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP EXCAVATION PAVING UTILITIES

ESTIMATE AND CERTIFICATION FOR PAYMENT

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

Liberty Mutual Surety 022-221-681

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

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

Estimate Number: 4
Invoice Number: 18-0802104
Estimate Cutoff Date: 09/30/2019
Date of Estimate: 09/30/2019

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

A. Contract Amount to Date:

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

B. Earnings to Date:

1. Previous Work Completed:		\$735,913.78
2. Work Completed This Period		\$322,469.60
3a. Materials Stored on Site	\$ 0.00	
3b. Materials Installed To Date	\$ 0.00	
3c. Total Materials Remaining on Site		\$ 0.00
	<u>Total Earnings:</u>	\$1,058,383.38

C. Reductions:

1. Retainage:	10.00% of \$ 1,058,383.38	\$105,838.34
	Total Payment Due:	\$952,545.04
	Less Previous Billings:	\$662,322.40
	<u>Total Amount Due This Estimate:</u>	\$290,222.64

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

Prepared by:

Donna M. Burke

Donna M. Burke - Senior Project Administrator

Date: October 9, 2019

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

Approved by:

Project Representative:

Date:

Approved by:

Engineer: *Engineer's Project No*

Date:



Pay Estimate

From:

Triple B Services, LLC
820 Old Atascocita Road
Huffman, TX 77336

Invoice:

18-0802104

Date:

09/30/19

Application #:

4

To:

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

Invoice Due Date:

10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Completed		Materials On-Site	
									Amount Previous	And Stored To Date		%
01	Mobilization - Fixed	L.S.	1.000	75,000.00	0.000	75,000.00000	0.00	1.000	75,000.00	75,000.00	100.00%	0.00
02	Furnish Performance and Payment Bonds and Insurance	L.S.	1.000	20,000.00	0.000	20,000.00000	0.00	1.000	20,000.00	20,000.00	100.00%	0.00
03	Furnish And Install Barricades, Traffic Control Signs And Traffic Handling, In Accordance With The Plans And Specifications	L.S.	1.000	17,500.00	0.150	17,500.00000	2,625.00	0.750	10,500.00	13,125.00	75.00%	0.00
04	Photographing and Videotaping of Project Limits prior to Construction, Complete-in-Place, In Accordance with the Plans and Specifications	L.S.	1.000	3,300.00	0.000	3,300.00000	0.00	1.000	3,300.00	3,300.00	100.00%	0.00
05	Furnish and Install Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	3,488.000	15,696.00	0.000	4.50000	0.00	0.000	0.00	0.00	0.00%	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.000	1,500.00	0.000	750.00000	0.00	2.000	1,500.00	1,500.00	100.00%	0.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Pavers, Mailboxes, Etc., In Accordance With Plans And Specifications	L.S.	1.000	40,000.00	0.150	40,000.00000	6,000.00	0.750	24,000.00	30,000.00	75.00%	0.00
08	Remove Tree 0 To 11.99"	EA	4.000	2,000.00	0.000	500.00000	0.00	4.000	2,000.00	2,000.00	100.00%	0.00
09	Remove Tree 12 To 29.99"	EA	4.000	4,000.00	0.000	1,000.00000	0.00	4.000	4,000.00	4,000.00	100.00%	0.00
10	Clearance Prime Tree	EA	57.000	7,125.00	0.000	125.00000	0.00	57.000	7,125.00	7,125.00	100.00%	0.00
11	Install Tree Protection Fence (up To 5,000 L.F.)	LF	3,000.000	13,500.00	0.000	4.50000	0.00	3,000.000	13,500.00	13,500.00	100.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice: 18-0802104
Date: 09/30/19
Application #: 4

25

To:

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

Invoice Due Date: 10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed		Materials On-Site
										To Date	%	
12	Install Root Pruning Trench	LF	1,105.000	8,177.00	0.000	7.40000	0.00	1,105.000	8,177.00		100.00%	0.00
13	Install Zero Curb Curbback	LF	92.000	1,150.00	0.000	12.50000	0.00	0.000	0.00		0.00%	0.00
14	Urban Forestry Monitoring	HRS	7.000	1,225.00	2.000	175.00000	350.00	2.000	0.00	350.00	28.57%	0.00
15	Furnish Flaggers, In Accordance With Plans And Specs.	LS.	1.000	18,500.00	0.150	18,500.00000	2,775.00	0.750	11,100.00	13,875.00	75.00%	0.00
16	Remove And Dispose Of Old Concrete Pavement (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	4,440.000	13,986.00	2,440.000	3.15000	7,686.00	4,440.000	6,300.00	13,986.00	100.00%	0.00
17	Remove And Dispose Of Old Concrete Driveways (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	1,070.000	4,280.00	515.000	4.00000	2,060.00	765.000	1,000.00	3,060.00	71.50%	0.00
18	Removal Of Concrete Sidewalks, Complete In Place, In Accordance With The Plans And Specifications	SY	30.000	750.00	20.000	25.00000	500.00	30.000	250.00	750.00	100.00%	0.00
19	Remove And Dispose Of Old Concrete Curb Or Curb And Gutter, Complete-In-Place, In Accordance With The Plans And Specifications	LF	250.000	575.00	100.000	2.30000	230.00	250.000	345.00	575.00	100.00%	0.00
20	Roadway Excavation including Stripping, Complete-In-Place, In Accordance with the Plans and Specifications	CY	2,815.000	31,668.75	0.000	11.25000	0.00	1,420.000	15,975.00	15,975.00	50.44%	0.00
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.000	2,208.75	0.000	4.75000	0.00	0.000	0.00	0.00	0.00%	0.00
22	Furnish And Install Temporary HMA (3-inch Black Base Detour Pavement, In Accordance With The Plans And Specs.	TON	64.000	10,560.00	0.000	165.00000	0.00	0.000	0.00	0.00	0.00%	0.00
23	Adjust Existing Manhole To New Grade, Complete-In-Place, In Accordance With The Plans And Specifications	EA	7.000	1,400.00	0.000	200.00000	0.00	0.000	0.00	0.00	0.00%	0.00
24	Adjust Existing Valve Box To Finished Grade, Complete-In-Place, In Accordance With The Plans And Specifications	BA	5.000	475.00	0.000	95.00000	0.00	0.000	0.00	0.00	0.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice: 18-0802104

Date: 09/30/19

Application #: 4

29

To:

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

Invoice Due Date: 10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Total			
									Amount Previous	Completed And Stored To Date	% Materials On-Site	
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,330.000	192,685.00	0.000	44.50000	0.00	0.000	0.00	0.00%	0.00	
26	Furnish And Install 9" Fast Track Reinforced Concrete Pavement At I 10 Frontage Road	SY	20.000	5,000.00	0.000	250.00000	0.00	0.000	0.00	0.00%	0.00	
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875.000	90,937.50	0.000	48.50000	0.00	0.000	0.00	0.00%	0.00	
28	Prepare And Compact 6" Stabilized Subgrade, Complete-in-Place, In Accordance With The Plans And Specifications	SY	5,754.000	33,085.50	0.000	5.75000	0.00	0.000	0.00	0.00%	0.00	
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52.000	4,160.00	0.000	80.00000	0.00	0.000	0.00	0.00%	0.00	
30	Furnish Lime (3% by Dry Weight), Complete- in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22.000	3,850.00	0.000	175.00000	0.00	0.000	0.00	0.00%	0.00	
31	Furnish Lime (6% by Dry Weight), Complete- in-Place, In Accordance with the Plans and Specifications (Bade Street)	TON	53.000	9,275.00	0.000	175.00000	0.00	0.000	0.00	0.00%	0.00	
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822.000	7,398.00	0.000	9.00000	0.00	0.000	0.00	0.00%	0.00	
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	983.000	83,555.00	0.000	85.00000	0.00	0.000	0.00	0.00%	0.00	
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	33.000	6,600.00	25.000	200.00000	5,000.00	33.000	1,600.00	6,600.00	100.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Houston, TX 77336

Invoice:

18-0802104
Date: 09/30/19
Application #: 4

27

To:

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

Invoice Due Date:

10/30/19

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

Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total		Materials On-Site
										Completed And Stored To Date	%	
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31.000	4,650.00	0.000	150.000000	0.00	0.000	0.00	0.00	0.00%	0.00
36	Furnish and Install Laydown Reinforced Concrete Curb, including Milling Yard Drains, Complete-in-Place, In Accordance with the Plans and Specifications	LF	3,089.000	11,583.75	0.000	3.75000	0.00	0.000	0.00	0.00	0.00%	0.00
37	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	617.000	9,255.00	117.000	15.000000	1,755.00	617.000	7,500.00	9,255.00	100.00%	0.00
38	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	640.000	10,240.00	240.000	16.000000	3,840.00	640.000	6,400.00	10,240.00	100.00%	0.00
39	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	9.000	5,400.00	5.000	600.000000	3,000.00	9.000	2,400.00	5,400.00	100.00%	0.00
40	Remove And Dispose Of Existing Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.000	330.00	1.000	330.000000	330.00	1.000	0.00	330.00	100.00%	0.00
41	Furnish And Install 24" Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.000	1,500.00	0.000	1,500.000000	0.00	0.000	0.00	0.00	0.00%	0.00
42	Furnish and Install 18"x11" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.000	2,600.00	26.000	100.000000	2,600.00	26.000	0.00	2,600.00	100.00%	0.00
43	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.000	1,690.00	26.000	65.000000	1,690.00	26.000	0.00	1,690.00	100.00%	0.00
44	Furnish and Install 22"x14" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	370.000	38,850.00	370.000	105.000000	38,850.00	370.000	0.00	38,850.00	100.00%	0.00

Pay Estimate

From:
Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice: 18-0802104
Date: 09/30/19
Application #: 4

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

Invoice Due Date: 10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total				
								Quantity JTD	Amount Previous	Completed And Stored To Date	% Materials On-Site	
45	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,552.000	124,160.00	1,256.000	80.000000	100,480.00	1,552.000	23,680.00	124,160.00	100.00%	0.00
46	Furnish and Install 5'x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	610.000	183,000.00	0.000	300.000000	0.00	535.000	160,500.00	160,500.00	87.70%	0.00
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	25,200.00	8.000	3,150.000000	25,200.00	8.000	0.00	25,200.00	100.00%	0.00
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10.000	35,000.00	10.000	3,500.000000	35,000.00	10.000	0.00	35,000.00	100.00%	0.00
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	10,500.00	3.000	3,500.000000	10,500.00	3.000	0.00	10,500.00	100.00%	0.00
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	12.000	43,200.00	9.000	3,600.000000	32,400.00	12.000	10,800.00	43,200.00	100.00%	0.00
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.000	47,000.00	0.000	11,750.000000	0.00	0.000	0.00	0.00	0.00%	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	2,497.000	24.97	1,666.000	0.01000	16.66	2,497.000	8.31	24.97	100.00%	0.00
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	L.S.	1.000	1,185.00	0.150	1,185.000000	177.75	0.750	711.00	888.75	75.00%	0.00
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance With The Plans And Specifications	EA	19.000	2,280.00	0.000	120.000000	0.00	0.000	0.00	0.00	0.00%	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40.000	56.00	40.000	1.400000	56.00	40.000	0.00	56.00	100.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Houston, TX 77336

Invoice:

18-0802104

Date:

09/30/19

Application #:

4

62

To:

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

Invoice Due Date:

10/30/19

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

Improvements

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total		Materials On-Site
										Completed And Stored To Date	%	
56	Portable Concrete Truck Washout Structures	L.S.	2.000	830.00	0.000	415.00000	0.00	2.000	830.00	830.00	100.00%	0.00
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.000	19,035.00	0.000	81.00000	0.00	235.000	19,035.00	19,035.00	100.00%	0.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.000	105,675.00	0.000	75.00000	0.00	1,409.000	105,675.00	105,675.00	100.00%	0.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	2,445.00	0.000	815.00000	0.00	3.000	2,445.00	2,445.00	100.00%	0.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	9,600.00	0.000	1,200.00000	0.00	8.000	9,600.00	9,600.00	100.00%	0.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.000	600.00	0.000	150.00000	0.00	4.000	600.00	600.00	100.00%	0.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, Inlet, Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.000	8,490.00	0.000	4,245.00000	0.00	2.000	8,490.00	8,490.00	100.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice:

18-0802104
Date: 09/30/19
Application #: 4

03

To:

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

Invoice Due Date:

10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed		Materials On-Site
										And Stored To Date	%	
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6.000	2,250.00	0.000	375.000000	0.00	6.000	2,250.00	2,250.00	100.00%	0.00
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.000	400.00	0.000	400.000000	0.00	1.000	400.00	400.00	100.00%	0.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.000	330.00	0.000	165.000000	0.00	2.000	330.00	330.00	100.00%	0.00
66	Relocate Fire Hydrant, Complete In Place In Accordance With The Plans And Specs.	EA	2.000	1,260.00	0.000	630.000000	0.00	2.000	1,260.00	1,260.00	100.00%	0.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.000	3,580.00	0.000	3,580.000000	0.00	1.000	3,580.00	3,580.00	100.00%	0.00
68	Adjust Valve Boxes To Finish Grade, Complete In Place, In Accordance With The Plans And Specs	EA	3.000	315.00	0.000	105.000000	0.00	0.000	0.00	0.00	0.00%	0.00
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33.000	22,275.00	0.000	675.000000	0.00	33.000	22,275.00	22,275.00	100.00%	0.00
70	Furnish and Install 1" Single Short Service Replacement Inlet, Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15.000	5,250.00	0.000	350.000000	0.00	30.000	10,500.00	10,500.00	200.00%	0.00
71	Furnish and Install 1" Single Long Service Replacement Inlet, Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	14.000	19,110.00	0.000	1,365.000000	0.00	28.000	38,220.00	38,220.00	200.00%	0.00
72	Remove and Dispose of 8' Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	2,618.00	170.000	15.400000	2,618.00	170.000	0.00	2,618.00	100.00%	0.00

Pay Estimate

From:
Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice: 18-0802104
Date: 09/30/19
Application #: 4

61

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

Invoice Due Date: 10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total		Materials On-Site
								Quantity JTD	Amount Previous	
73	Furnish and Install 8" Sanitary Sewer, All Depths, Open-Cut Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	7,097.50	0.000	41.75000	0.00	0.000	0.00	0.00%
74	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	2,010.00	3.000	670.00000	2,010.00	3.000	0.00	100.00%
75	Furnish and Install Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	8,820.00	0.000	2,940.00000	0.00	0.000	0.00	0.00%
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.000	4,060.00	0.000	140.00000	0.00	0.000	0.00	0.00%
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	4,480.00	0.000	560.00000	0.00	0.000	0.00	0.00%
78	Service Reconnection with or without Stack by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.000	8,990.00	0.000	310.00000	0.00	0.000	0.00	0.00%
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1.000	6,515.00	0.000	6,515.00000	0.00	0.000	0.00	0.00%
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	1.70	0.000	0.01000	0.00	0.000	0.00	0.00%
81	Off Duty Uniformed Police Officer As Directed By The Owner's Representative	HRS	200.000	10,660.00	0.000	53.30000	0.00	0.000	0.00	0.00%

Pay Estimate

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820 Old Atascocita Road
Huffman, TX 77336

Invoice: 18-0802104
Date: 09/30/19
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22

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

Invoice Due Date: 10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity		Unit Price	Amount This Period	Quantity JTD	Completed		% Materials On-Site
					This Period	Amount				And Stored To Date		
82	Pot Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications	EA	5.000	2,950.00	0.000	590.00000	0.00	5.000	2,950.00	2,950.00	100.00%	0.00
83	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910.000	25,935.00	0.000	28.50000	0.00	0.000	0.00	0.00	0.00%	0.00
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1.000	2,370.00	0.000	2,370.00000	0.00	0.000	0.00	0.00	0.00%	0.00
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	2,370.00	0.000	11.85000	0.00	0.000	0.00	0.00	0.00%	0.00
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	3,550.00	0.000	17.75000	0.00	0.000	0.00	0.00	0.00%	0.00
87	Furnish Construction Materials Testing, In Accordance With The Plans And Specifications - Fixed	LS.	1.000	70,000.00	0.150	70,000.00000	10,500.00	0.750	42,000.00	52,500.00	75.00%	0.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS.	1.000	20,682.00	0.000	20,682.00000	0.00	0.000	0.00	0.00	0.00%	0.00
1001	Mobilization and Demobilization To Job Site for Utility Crew	LS.	1.000	3,600.00	0.000	3,600.00000	0.00	1.000	3,600.00	3,600.00	100.00%	0.00
1002	Additional Cost For Exploration Work (Utility Locates)	EA	10.000	5,900.00	0.000	590.00000	0.00	10.000	5,900.00	5,900.00	100.00%	0.00
1003	Building Of New Survey Model	LS.	1.000	1,840.00	0.000	1,840.00000	0.00	1.000	1,840.00	1,840.00	100.00%	0.00
1005	Temporary 2-inch Thick Type D HMAAC Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.660	51,660.19	882.660	27,440.00	24,220.19	1,882.660	27,440.00	51,660.19	100.00%	0.00
1006	Install 1 1/2" Water Service Line	EA	1.000	2,245.08	0.000	2,245.08000	0.00	1.000	2,245.08	2,245.08	100.00%	0.00
1007	Remove Temporary Detour and Dispose of Off Site	SY	1,882.660	13,950.51	0.000	7,410.00	0.00	0.000	0.00	0.00	0.00%	0.00

Pay Estimate

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To:

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1710 Seamist Dr
Houston, TX 77008

Invoice Due Date:

10/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed		% On-Site
										And Stored To Date		
1008	Traffic Control and Barricades During 45 Day Suspension	MOS	1.500	2,777.39	0.000	1,851.59000	0.00	1.500	2,777.39	2,777.39	100.00%	0.00
1009	5'X3' RCB Box Deleted From Job But Was Already Approved and Manufactured By Forterra Pipe and Precast	LF	75.400	14,597.44	0.000	193.60000	0.00	0.000	0.00	0.00	0.00%	0.00
2001	10" Waterline Offset	LS.	1.000	4,000.00	0.000	4,000.00000	0.00	1.000	4,000.00	4,000.00	100.00%	0.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Liberty Mutual Surety 022-221-681

On receipt by the signer of this document of a check from **City of Spring Valley Village** in the sum of TWO HUNDRED NINETY THOUSAND TWO HUNDRED TWENTY-TWO and 64/100 DOLLARS (\$290,222.64), to **Triple B Services, LLP** and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property to the following extent: **Hilldale, Bade & Cardwell Paving and Utility Improvements**.

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

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

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

Date: October 9, 2019

Triple B Services, LLP

Donna M. Burke
By: _____

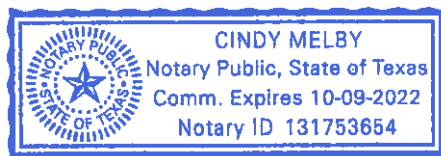
Sr. Project Administrator

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

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



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

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

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

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

Liberty Mutual Surety 022-221-681

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

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

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

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

Date: October 9, 2019

Triple B Services, LLP

Donna M. Burke

By:

Sr. Project Administrator

STATE OF TEXAS

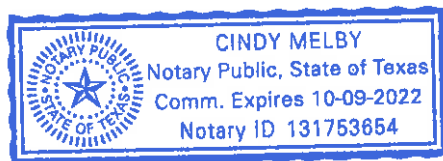
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COUNTY OF HARRIS

§

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



Cindy Melby

Name: Cindy Melby

Notary Public, State of Texas

My commission expires: October 9, 2022

Hilldale, Bade & Cardwell Paving and Utility Improvements

18-08021.

SEPTEMBER 2019 ESTIMATE

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Unit	Prev Billed Amt	% Complete
1		LS	0.00	0.00	\$0.00		0.00	0.00	0.00
01	Mobilization - Fixed	LS	1.00	75,000.00	\$75,000.00		1.00	75,000.00	100.00
02	Furnish Performance and Payment Bonds and Insurance	LS	1.00	20,000.00	\$20,000.00		1.00	20,000.00	100.00
03	Furnish And Install Barricades, Traffic Control Signs And Traffic Handling, In Accordance With The Plans And Specifications	LS	1.00	17,500.00	\$17,500.00		0.60	10,500.00	60.00
04	Photographing and Videotaping of Project Limits prior to Construction, Complete-In-Place, In Accordance with the Plans and Specifications	LS	1.00	3,300.00	\$3,300.00	0.15	1.00	3,300.00	100.00
05	Furnish and Install Sodding, Complete-In-Place, In Accordance With The Plans And Specifications	SY	3,488.00	4.50	\$15,696.00		0.00	0.00	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.00	750.00	\$1,500.00		2.00	1,500.00	100.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Favers, Mailboxes, Etc., In Accordance With Plans And Specifications	LS	1.00	40,000.00	\$40,000.00	0.15	0.60	24,000.00	60.00
08	Remove Tree 0 To 11.99"	EA	4.00	500.00	\$2,000.00		4.00	2,000.00	100.00
09	Remove Tree 12 To 29.99"	EA	4.00	1,000.00	\$4,000.00		4.00	4,000.00	100.00
10	Clearance Prune Tree	EA	57.00	125.00	\$7,125.00		57.00	7,125.00	100.00
11	Install Tree Protection Fence (up To 5,000 L.F.)	LF	3,000.00	4.50	\$13,500.00		3,000.00	13,500.00	100.00
12	Install Root Pruning Trench	LF	1,105.00	7.40	\$8,177.00		1,105.00	8,177.00	100.00
13	Install Zero Curb Curbback	LP	92.00	12.50	\$1,150.00		0.00	0.00	0.00
14	Urban Forestry Monitoring	HRS	7.00	175.00	\$1,225.00	2.00	0.00	0.00	0.00
15	Furnish Flaggers, In Accordance With Plans And Specs.	LS	1.00	18,500.00	\$18,500.00	2.15	0.60	11,100.00	60.00
16	Remove And Dispose Of Old Concrete Pavement (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	4,440.00	3.15	\$13,986.00	2,440.00	2,000.00	6,300.00	45.05
17	Remove And Dispose Of Old Concrete Driveway (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	1,070.00	4.00	\$4,280.00	515.00	250.00	1,000.00	23.36
18	Removal Of Concrete Sidewalks, Complete In Place, In Accordance With The Plans And Specifications	SY	30.00	25.00	\$750.00	20.00	10.00	250.00	33.33
19	Remove And Dispose Of Old Concrete Curb Or Curb And Gutters, Complete-In-Place, In Accordance With The Plans And Specifications	LF	250.00	2.30	\$575.00	100.00	150.00	345.00	60.00
20	Roadway Excavation Including Striping, Complete-In-Place, In Accordance with the Plans and Specifications	CY	2,815.00	11.25	\$31,668.75		1,420.00	15,975.00	50.44
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.00	4.75	\$2,208.75		0.00	0.00	0.00

Pay Estimate Cutoff

22,226

5th

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed/Unit	Prev Billed Amt	% Complete
22	Furnish And Install Temporary BMAC (3-Inch Black Base Detour Pavement, In Accordance With The Plans And Specs.	TON	64.00	165.00	\$10,560.00		0.00	0.00	0.00
23	Adjust Existing Manhole To New Grade, Complete-In-Place, In Accordance With The Plans And Specifications	EA	7.00	200.00	\$1,400.00		0.00	0.00	0.00
24	Adjust Existing Valve Box To Finished Grade, Complete-In-Place, In Accordance With The Plans And Specifications	EA	5.00	95.00	\$475.00		0.00	0.00	0.00
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-In-Place, In Accordance with the Plans and Specifications	SY	4,330.00	44.50	\$192,685.00		0.00	0.00	0.00
26	Furnish And Install 9" East Track Reinforced Concrete Pavement At I 10 Frontage Road	SY	20.00	250.00	\$5,000.00		0.00	0.00	0.00
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-In-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875.00	48.50	\$90,937.50		0.00	0.00	0.00
28	Prepare And Compact 6" Stabilized Subgrade, Complete-In-Place, In Accordance With The Plans And Specifications	SY	5,754.00	5.75	\$33,085.50		0.00	0.00	0.00
29	Furnish 7% Fly Ash, Complete-In-Place, In Accordance with the Plans and Specifications (Billdale Street)	TON	52.00	80.00	\$4,160.00		0.00	0.00	0.00
30	Furnish Lime (3% by Dry Weight), Complete-In-Place, In Accordance with the Plans and Specifications (Billdale Street)	TON	22.00	173.00	\$3,806.00		0.00	0.00	0.00
31	Furnish Lime (6% by Dry Weight), Complete-In-Place, In Accordance with the Plans and Specifications (Bade Street)	TON	53.00	175.00	\$9,275.00		0.00	0.00	0.00
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-In-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822.00	9.00	\$7,398.00		0.00	0.00	0.00
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-In-Place, In Accordance with the Plans and Specifications	SY	983.00	85.00	\$83,555.00		0.00	0.00	0.00
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	BA	33.00	200.00	\$6,600.00		0.00	0.00	0.00
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-In-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31.00	150.00	\$4,650.00		0.00	0.00	0.00
36	Furnish and Install Laydown Reinforced Concrete Curb, Including Milling Yard Drains, Complete-In-Place, In Accordance with the Plans and Specifications	LF	3,089.00	3.75	\$11,583.75		0.00	0.00	0.00
37	Remove and Dispose of Existing 18" Pipe, Complete-In-Place, In Accordance with the Plans and Specifications	LF	617.00	15.00	\$9,255.00		500.00	7,500.00	81.04
38	Remove and Dispose of Existing 24" Pipe, Complete-In-Place, In Accordance with the Plans and Specifications	LF	640.00	16.00	\$10,240.00		400.00	6,400.00	62.50

240.00

117.00

Pay Estimate Cutoff

5th

10,555

18-09021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
39	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	9.00	600.00	\$5,400.00	5.00	4.00	2,400.00	44.44
40	Remove And Dispose Of Existing Safety End Treatment, Complete In Place In Accordance With The Plans And Spec	EA	1.00	330.00	\$330.00	1.00	0.00	0.00	0.00
41	Furnish And Install 24" Safety End Treatment, Complete In Place In Accordance With The Plans And Spec	EA	1.00	1,500.00	\$1,500.00		0.00	0.00	0.00
42	Furnish and Install 18"x11" RCA, All Depth, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.00	100.00	\$2,600.00	26.00	0.00	0.00	0.00
43	Furnish and Install 18" RCP (Class III C-76), All Depth, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.00	65.00	\$1,690.00	26.00	0.00	0.00	0.00
44	Furnish and Install 22"x14" RCA, All Depth, Complete-in-Place, In Accordance with the Plans and Specifications	LF	370.00	105.00	\$38,850.00	370.00	0.00	0.00	0.00
45	Furnish and Install 24" RCP (Class III C-76), All Depth, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,552.00	80.00	\$124,160.00	1,256.00	296.00	23,680.00	19.07
46	Furnish and Install 5'x3' RCA, All Depth, Complete-in-Place, In Accordance with the Plans and Specifications	LF	610.00	300.00	\$183,000.00		533.00	160,500.00	87.70
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	3,150.00	\$25,200.00	8.00	0.00	0.00	0.00
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10.00	3,500.00	\$35,000.00	10.00	0.00	0.00	0.00
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	3,500.00	\$10,500.00	3.00	0.00	0.00	0.00
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	12.00	3,600.00	\$43,200.00	9.00	3.00	10,800.00	25.00
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	11,750.00	\$47,000.00		0.00	0.00	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	2,497.00	0.01	\$24.97	1,666.00	831.00	8.31	33.28
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1.00	1,185.00	\$1,185.00	0.15	0.60	711.00	60.80
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance With The Plans And Specifications	EA	19.00	120.00	\$2,280.00		0.00	0.00	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40.00	1.40	\$56.00	40.00	0.00	0.00	0.00
56	Portable Concrete Truck Washout Structures	LS	2.00	415.00	\$830.00		2.00	830.00	100.00

250,300.41

Pay Estimate Cutoff
5th

Item Item Description

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Unit	Prev Billed Amt	% Complete
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.00	81.00	\$19,035.00		235.00	19,035.00	100.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.00	75.00	\$105,675.00		1,409.00	105,675.00	100.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 IBRM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	815.00	\$2,445.00		3.00	2,445.00	100.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C509 IBRM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	1,200.00	\$9,600.00		8.00	9,600.00	100.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	150.00	\$600.00		4.00	600.00	100.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, Incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, A.L.I. DEPTH, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	4,245.00	\$8,490.00		2.00	8,490.00	100.00
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6.00	375.00	\$2,250.00		6.00	2,250.00	100.00
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	400.00	\$400.00		1.00	400.00	100.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	165.00	\$330.00		2.00	330.00	100.00
66	Relocate Fire Hydrant, Complete In Place In Accordance With The Plans And Specs.	EA	2.00	630.00	\$1,260.00		2.00	1,260.00	100.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	3,580.00	\$3,580.00		1.00	3,580.00	100.00
68	Adjust Valve Boxes To Finish Grade, Complete In Place, In Accordance With The Plans And Specs	EA	3.00	105.00	\$315.00		0.00	0.00	0.00
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33.00	675.00	\$22,275.00		33.00	22,275.00	100.00
70	Furnish and Install 1" Single Short Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15.00	350.00	\$5,250.00		30.00	10,500.00	200.00
71	Furnish and Install 1" Single Long Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	14.00	1,365.00	\$19,110.00		28.00	38,220.00	200.00

Pay Estimate Cutoff

5th

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
72	Remove and Dispose of 87 Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	15.40	\$2,618.00		0.00	0.00	0.00
73	Furnish and Install 87 Sanitary Sewer, All Depths, Open-Cut Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	41.75	\$7,097.50	170.00	0.00	0.00	0.00
74	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	670.00	\$2,010.00	3.00	0.00	0.00	0.00
75	Furnish and Install Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	2,940.00	\$8,820.00		0.00	0.00	0.00
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.00	140.00	\$4,060.00		0.00	0.00	0.00
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	560.00	\$4,480.00		0.00	0.00	0.00
78	Service Reconnection with or without Stack by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.00	310.00	\$8,990.00		0.00	0.00	0.00
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1.00	6,515.00	\$6,515.00		0.00	0.00	0.00
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.00	0.01	\$1.70		0.00	0.00	0.00
81	Off Duty Uniformed Police Officer As Directed By The Owner's Representative	HRS	200.00	53.30	\$10,660.00		0.00	0.00	0.00
82	Port Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications	EA	5.00	590.00	\$2,950.00		5.00	2,950.00	100.00
83	Wall Polishing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910.00	28.50	\$25,935.00		0.00	0.00	0.00
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1.00	2,370.00	\$2,370.00		0.00	0.00	0.00
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.00	11.85	\$2,370.00		0.00	0.00	0.00
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.00	17.75	\$3,550.00		0.00	0.00	0.00
87	Furnish Construction Materials Testing, In Accordance with the Plans and Specifications - Fixed	LS	1.00	70,000.00	\$70,000.00	0.15	0.60	42,000.00	60.00
88	Payment to Center Point Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS	1.00	20,682.00	\$20,682.00		0.00	0.00	0.00

Pay Estimate Cutoff

5th

15,198

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledQty	Prev BilledAmt	% Complete
1001	Mobilization and Demobilization To Job Site for Utility Crew	LS.	1.00	3,600.00	\$3,600.00		1.00	3,600.00	100.00
1002	Additional Cost For Exploration Work (Utility Locates)	EA	10.00	590.00	\$5,900.00		10.00	5,900.00	100.00
1003	Building Of New Survey Model	LS.	1.00	1,840.00	\$1,840.00		1.00	1,840.00	100.00
1005	Temporary 2-Inch Thick Type D HMA/C Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.66	27.44	\$51,660.19	882.66	1,000.00	27,440.00	53.12
1006	Install 1 1/2" Water Service Line	EA	1.00	2,245.08	\$2,245.08		1.00	2,245.08	100.00
1007	Remove Temporary Detour and Dispose of Off Site	SY	1,882.66	7.41	\$13,950.51		0.00	0.00	0.00
1008	Traffic Control and Barricades During 45 Day Suspension	MOS	1.50	1,851.59	\$2,777.39		1.50	2,777.39	100.00
1009	5'X3' RCB Box Deleted From Job But Was Already Approved and Manufactured By Forterra Pipe and Precast	LF	75.40	193.60	\$14,597.44		0.00	0.00	0.00
2001	10" Waterline Offset	LS.	1.00	4,000.00	\$4,000.00		1.00	4,000.00	100.00

24,220.1904

TOTAL = \$ 322,469.60

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

MEETING DATE: November 19, 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 CHANGE ORDER NUMBER 1 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND DVL ENTERPRISES, LLC. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	On June 25, 2019, City Council awarded the construction contract for the Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in an amount not to exceed \$154,770.00. Notice to Proceed was issued on July 16, 2019, and the project was completed on September 28, 2019. Upon completion of this Project, the final quantities were adjusted to the actual measured quantities, and this adjustment resulted in a decrease in the original contract amount of \$11,889.59. If approved, Change Order No. 1 (Final) will decrease the contract amount by \$11,889.59 for a new total contract amount of \$142,880.41.
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RECOMMENDATION:	ARKK Engineers and Staff recommend approval of the Resolution.
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ATTACHMENTS:	• Resolution No. 19-XX
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7107</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Pat Riley, Director of Public Works	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND DVL ENTERPRISES, LLC. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 1 (Final) to the Agreement by and between the City of Spring Valley Village, Texas and DVL Enterprises, LLC. for a net decrease to the overall contract due to adjustment of final quantities to actual measured quantities ("Change Order Number 1"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 1 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 Change Order Number 1 and any and all documents necessary to effectuate such Change Order Number 1 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 Change Order Number 1, 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 Change Order Number 1 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 Change Order Number 1 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 1.

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

DULY PASSED AND APPROVED on this the 19th day of November, 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

CHANGE ORDER NO. 1-Final

PROJECT: 2019 Westview Drive Sidewalk **DATE OF ISSUANCE:** October 18, 2019
Improvements Project

OWNER: City of Spring Valley Village **ENGINEER:** ARKK Engineers, LLC
(Name & 1025 Campbell Road 7322 Southwest Fwy, Suite 1040
Address) Houston, Texas 77055 Houston, Texas 77074

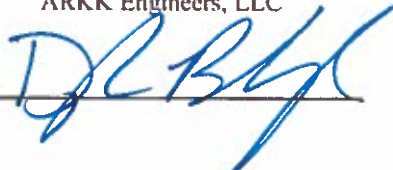
CONTRACTOR: DVL Enterprises, LLC **ENGINEER'S PROJECT No.:** 18-037
1525 Lakeville Drive Suite 231
Kingwood, Texas 77339

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

Purpose of the Change Order: Adjustment of final quantities to actual measured quantities. These include additional quantities resulting from field adjustments by the Engineer and additional work authorized by the City.

Attachments: See Attachment 'A'

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>154,770.00</u>	Original Contract Time <u>75</u> Calendar Days
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$ <u>0.00</u>	Net Change From Previous Change Orders <u>0</u> Calendar Days
Contract Price Prior to this Change Order \$ <u>154,770.00</u>	Contract Time Prior to this Change Order <u>75</u> Calendar Days
Net Increase (Decrease) of this Change Order \$ <u>-11,889.59</u>	Net Increase (Decrease) of this Change Order <u>0</u> Calendar Days
Contract Price with all Approved Change Orders \$ <u>142,880.41</u>	Contract Time with all Approved Change Orders <u>75</u> Calendar Days

RECOMMENDED ARKK Engineers, LLC	APPROVED City of Spring Valley Village	APPROVED DVL Enterprises, LLC
By <u></u>	By _____	By <u></u>

City of Spring Valley Village
Cedarbrake Drive Drainage Improvements Project

Attachment "A"

October 18, 2019

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
DELETIONS					
CO1-1	Adjustment of Final Quantities to Actual Measured Quantities	L S	1	-\$11,889.59	-\$11,889.59
Subtotal Deletions:					-\$11,889.59

Subtotal Additions: \$0.00

Subtotal Deletions: -\$11,889.59

Total Change Order Amount: -\$11,889.59

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

MEETING DATE: November 19, 2019

TOPIC: **Approval of Pay Estimate No. 4 (Final) for 2019 Westview Drive Sidewalk Improvements Project to DVL Enterprises, LLC in the Amount of \$33,368.04.**

BACKGROUND: Since the 2019 Westview Drive Sidewalk Improvements Project is complete, this is the fourth and final Pay Estimate to be submitted by DVL Enterprises, LLC for the Project.

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

ATTACHMENTS: • Pay Estimate No. 4 (Final) 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# _____

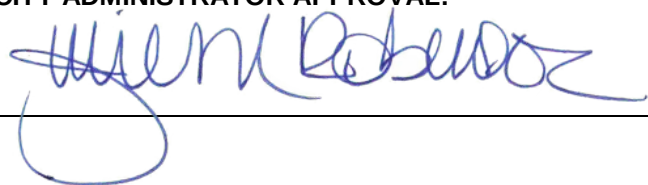
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Matthew Hitt, Assistant to the City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		



October 31, 2019

Mr. Pat Riley
Public Works Director
City of Spring Valley Village
1025 Campbell Road
Humble, Texas 77055

Re: **Contract Closeout**
2019 Westview Drive Sidewalk Improvements Project
City of Spring Valley Village
ARKK Job No. 18-037

Dear Mr. Riley:

As you are aware, construction on the above referenced project is complete. Enclosed please find the Contract Closeout Documents for the above referenced project:

1. "Agreement for Final Payment and Contractor's Sworn Release" with Affidavit stating all bills have been paid
2. Exhibit "A" – Copies of Pay Estimates 1 thru 3
3. Exhibit "B" – Pay Estimate No. 4-Final
4. Change Order No. 1-Final
5. Consulting Engineer's "Certificate of Completion"
6. Consent from Surety to Final Payment
7. Subcontractor's Release and Waiver of Claims and Liens
8. One-Year Maintenance Bond

The documents are in order and the work has been completed. We recommend payment of the Final Payment request and acceptance of the work by the City. Upon acceptance, the City should issue a "Certificate of Acceptance" of the work to the Contractor. The warranty period for the project is effective October 3, 2019 and will end October 3, 2020.

Sincerely,

ARKK Engineers, LLC

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

Doug Bradford, P.E.
Project Manager

**Agreement of Final Payment
and
Contractor's Sworn Release**

ATTACHMENT NO. 2 TO GENERAL CONDITIONS

**AGREEMENT FOR FINAL PAYMENT
AND CONTRACTOR'S SWORN RELEASE**

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the 25th day of June, 2019 by DVL Enterprises, LLC, referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the OWNER on 25th day of June, 2019, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the OWNER, the CONTRACTOR makes the following representations to the OWNER, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures heron constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received 3 (number) payments pursuant to 4-Final (number) of CONTRACTOR Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to the OWNER and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the OWNER that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the Professional for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the OWNER

from any liabilities of any nature whatsoever, for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the OWNER that the Final Payment Estimate, reflecting all associated Change Orders, if any, submitted by the CONTRACTOR to the OWNER, whether or not modified, corrected or changed in some way by deletions or other modifications by the Professional, the CONTRACTOR or the OWNER, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the OWNER of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the OWNER harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the OWNER, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further to pay all costs incurred by the OWNER in the defense thereof, including administrative costs and attorney's fees, and further to pay any judgments or settlements which may be entered into or agreed

to against or for the benefit of the OWNER. It is, however, specifically agreed that the OWNER shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing services or supplying materials, and that the OWNER shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the OWNER of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the OWNER.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the OWNER, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be continuing for such

additional period of time as shall be necessary to compensate and repay to the OWNER, all costs or damages incurred by it by reason of such claims.

SIGNED and EXECUTED this, 29th day of October, 2019.

CONTRACTOR



Signature

Print Name: Daniel Lee

[If CONTRACTOR is a proprietorship, OWNER must sign; if a partnership, each partner must sign; if a corporation, the following language should be used.]

SIGNED and EXECUTED this, the 28th day of October, 2019, by
DVL Enterprises, LLC, a Texas corporation, under authority
granted to the undersigned by said corporation as contained in the Charter, By-Laws or Minutes of a
meeting of said corporation regularly called and held.

CONTRACTOR


Signature

Print Name: David Lee

ATTEST:

Corporate Secretary
(Corporate Seal)

[This form is for use by either a proprietorship or a partnership. In the event CONTRACTOR is a partnership or a joint proprietorship, additional signature lines should be added for each individual.]

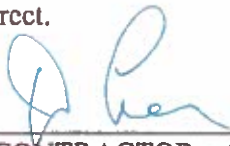
AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

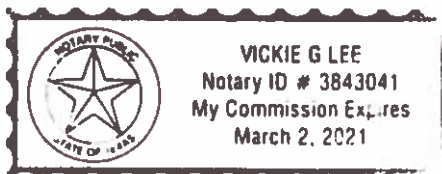
BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.



CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the 28th day of October, 2019





Notary Public, State of Texas
My Commission Expires: 03-02-2021

[This form is for use by either a proprietorship or a partnership. In the event CONTRACTOR is a partnership or a joint proprietorship, additional signature lines should be added for each individual.]

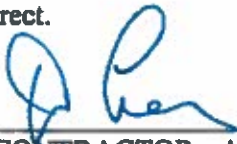
AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.



CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the 28th day of October, 2019

Notary Public, State of Texas

My Commission Expires: _____

Exhibit “A”

Copies of Pay Estimates 1 thru 3



CITY OF SPRING VALLEY VILLAGE

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

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

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

CONTRACT INFORMATION

Contract Date : 6/25/2019
Notice to Proceed Date : 7/16/2019
Current Completion Date : 9/28/2019
Percentage Complete
By Time : 21.33% In Place : 15.44%

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

1. Original Contract Amount
2. Approved Change Orders

\$ 154,770.00

No.	Date	Add. Days	Amount

\$0.00

TOTAL CONTRACT AMOUNT : \$ 154,770.00

A. EARNINGS TO DATE

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

\$ 23,900.00
\$ -

TOTAL EARNINGS TO DATE : \$ 23,900.00

B. DEDUCTIONS

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

\$ 2,390.00
\$ -

TOTAL DEDUCTIONS TO DATE : \$ 2,390.00

C. AMOUNT DUE THIS PERIOD

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

\$ 23,900.00
\$ 2,390.00
\$ 21,510.00
\$ -

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

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: [Signature] 8/8/2019
Date

Recommended By: [Signature] 8/8/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

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

Project Number: 18-037
Estimate No. 1

Item No.	Description	Unit	Plan	Unit Price	Mo. Qty	Mo. Amount \$	Qty To Date	Am't to Date \$
BASE BID ITEMS:								
1	Mobilization & Traffic Control, complete in place the sum of:	L.S.	1	\$12,000.00	1.00	\$ 12,000.00	100.00%	\$ 12,000.00
2	Miscellaneous Allowance for use by City for General Construction Items as directed by the Engineer, complete in place the sum of:	C.A.	1	\$10,000.00	0.00	\$ -	0.00	\$ -
3	Reinforced Concrete Sidewalk (4"), complete in place the sum of:	S.F.	5,000	\$7.00	1690.00	\$ 11,830.00	1690.00	\$ 11,830.00
4	Wheelchair Curb Ramp per ADA Requirements, complete in place the sum of:	S.F.	200	\$30.00	0.00	\$ -	0.00	\$ -
5	Remove and Replace 6" thick Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	450	\$70.00	0.00	\$ -	0.00	\$ -
6	Extra 1.5 sack of cement per cubic yard added to 6" reinforced concrete driveway (total of 7.0 sack/cubic yard), complete in place the sum of:	S.Y.	200	\$5.00	0.00	\$ -	0.00	\$ -
7	Concrete Retaining Wall on Proposed Sidewalk per Details (6" max height), complete in place the sum of:	L.F.	300	\$10.00	0.00	\$ -	0.00	\$ -
8	Concrete Retaining Wall on Proposed Sidewalk per Details (6" to 18" max height), complete in place the sum of:	L.F.	270	\$50.00	0.00	\$ -	0.00	\$ -
9	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	L.F.	120	\$120.00	0.00	\$ -	0.00	\$ -
10	Adjust Existing Manhole Top to Final Grade, complete in place the sum of:	E.A.	2	\$1,000.00	0.00	\$ -	0.00	\$ -
11	Abandon Existing Grate Inlet per detail, complete in place the sum of:	E.A.	1	\$1,500.00	0.00	\$ -	0.00	\$ -
12	Replace Existing Yard Drain through Curb, including Cast Iron Curb Opening, complete in place the sum of:	E.A.	1	\$1,000.00	0.00	\$ -	0.00	\$ -
13	Adjust Existing Water Meter Box to Final Grade, complete in place the sum of:	E.A.	1	\$800.00	0.00	\$ -	0.00	\$ -
14	Remove and Re-install Existing Traffic Sign, complete in place the sum of:	E.A.	3	\$500.00	0.00	\$ -	0.00	\$ -
15	Block Sodding, complete in place the sum of:	S.Y.	1,700	\$5.00	0.00	\$ -	0.00	\$ -
16	Inlet Protection Barrier, complete in place the sum of:	E.A.	7	\$10.00	7.00	\$ 70.00	7.00	\$ 70.00
(B) ADD ALTERNATE #1 ITEMS:					Subtotal	\$ 23,900.00		\$ 23,900.00
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	\$ -
FIELD CHANGE ITEMS:					Subtotal	\$ -		\$ -
						\$ -	0.00	\$ -
						\$ -	0.00	\$ -
					Subtotal	\$ -		\$ -

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



CITY OF SPRING VALLEY VILLAGE

Estimate No. : 2
Cut off Date : 8/31/2019
Estimate Date : 9/6/2019

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 : 62.67% In Place : 58.08%

Original Contract Time : 75
Approved Extensions : 0
Total Contract Time : 75
Days Used to Date : 47
Days Remaining to Date : 28

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 58.08% Completed to Date
2. Materials on Hand

\$ 89,895.41
\$ -

TOTAL EARNINGS TO DATE : \$ 89,895.41

B. DEDUCTIONS

1. Retainage 10.00% of \$ 89,895.41
2. Liquidated Damages 0 Days at \$0.00 per day.

\$ 8,989.54
\$ -

TOTAL DEDUCTIONS TO DATE : \$ 8,989.54

C. AMOUNT DUE THIS PERIOD

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

\$ 89,895.41
\$ 8,989.54
\$ 80,905.87
\$ 21,510.00

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 59,395.87

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: [Signature] 9/6/2019
Date

Recommended By: [Signature] 9/6/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: Westview Drive Sidewalk Improvements Project
Contractor: DVL Enterprises, LLC
Date Range: 8/1/2019 to 8/31/2019

Project Number: 18-037
Estimate No.: 2

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	1.00	\$ 1,800.00	1.00	\$ 1,800.00
3	Reinforced Concrete Sidewalk (4"), complete in place the sum of:	S.F.	5,000	\$7.00	2373.63	\$ 16,615.41	4063.63	\$ 28,445.41
4	Wheelchair Curb Ramp per ADA Requirements, complete in place the sum of:	S.F.	200	\$20.00	200.00	\$ 4,000.00	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	564.00	\$ 39,480.00	564.00	\$ 39,480.00
6	Extra 1.5 sack of cement per cubic yard added to 6" reinforced concrete driveway (total of 7.0 sack/cubic yard), complete in place the sum of:	S.Y.	200	\$5.00	0.00	\$ -	0.00	\$ -
7	Concrete Retaining Wall on Proposed Sidewalk per Details (6" max height), complete in place the sum of:	L.F.	300	\$10.00	0.00	\$ -	0.00	\$ -
8	Concrete Retaining Wall on Proposed Sidewalk per Details (6" to 18" max height), complete in place the sum of:	L.F.	270	\$50.00	0.00	\$ -	0.00	\$ -
9	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	L.F.	120	\$120.00	0.00	\$ -	0.00	\$ -
10	Adjust Existing Manhole Top to Final Grade, complete in place the sum of:	E.A.	2	\$1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00
11	Abandon Existing Grate Inlet per detail, complete in place the sum of:	E.A.	1	\$1,500.00	0.00	\$ -	0.00	\$ -
12	Replace Existing Yard Drain through Curb, including Cast Iron Curb Opening, complete in place the sum of:	E.A.	1	\$1,000.00	0.00	\$ -	0.00	\$ -
13	Adjust Existing Water Meter Box to Final Grade, complete in place the sum of:	E.A.	1	\$800.00	2.00	\$ 1,600.00	2.00	\$ 1,600.00
14	Remove and Re-install Existing Traffic Sign, complete in place the sum of:	E.A.	3	\$500.00	3.00	\$ 1,500.00	3.00	\$ 1,500.00
15	Block Sodding, complete in place the sum of:	S.Y.	1,700	\$5.00	0.00	\$ -	0.00	\$ -
16	Inlet Protection Barrier, complete in place the sum of:	E.A.	7	\$10.00	0.00	\$ -	7.00	\$ 70.00
(B) ADD ALTERNATE #1 ITEMS:					Subtotal	\$ 65,995.41		\$ 89,895.41
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	\$ -
FIELD CHANGE ITEMS:					Subtotal	\$ -		\$ -
						\$ -	0.00	\$ -
						\$ -	0.00	\$ -
					Subtotal	\$ -		\$ -

Grand Total \$ 65,995.41 \$ 89,895.41



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
2. Approved Change Orders

\$ 154,770.00

No.	Date	Add. Days	Amount

\$0.00

TOTAL CONTRACT AMOUNT : \$ 154,770.00

A. EARNINGS TO DATE

1. Work Complete to Date 78.62% Completed to Date
2. Materials on Hand

\$ 121,680.41
\$ -

TOTAL EARNINGS TO DATE : \$ 121,680.41

B. DEDUCTIONS

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

\$ 12,168.04
\$ -

TOTAL DEDUCTIONS TO DATE : \$ 12,168.04

C. AMOUNT DUE THIS PERIOD

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

\$ 121,680.41
\$ 12,168.04
\$ 109,512.37
\$ 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: [Signature] 10/9/2019
Date

Recommended By: [Signature] 10/9/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: Westview Drive Sidewalk Improvements Project
Contractor: DVL Enterprises, LLC
Date Range: 9/1/2019 to 9/30/2019

Project Number: 18-037
Estimate No.: 3

Item No.	Description	Unit	Plan	Unit Price	Mo. Qty	Mo. Amount \$	Qty To Date	Am't 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 assembly 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, including 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
(B) ADD ALTERNATE #1 ITEMS:					Subtotal	\$ 31,785.00		\$ 121,680.41
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	\$ -
FIELD CHANGE ITEMS:					Subtotal	\$ -		\$ -
						\$ -	0.00	\$ -
						\$ -	0.00	\$ -
					Subtotal	\$ -		\$ -

Grand Total \$ 31,785.00 \$ 121,680.41

Exhibit “B”

Pay Estimate No. 4-Final

ARKK ENGINEERS

October 18, 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. 4-Final
2. Pay Estimate No. 4-Final
3. Contractor's Application for Payment

The amount of Application for Payment No. 4-Final is **\$33,368.04**

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. : 4-Final
Cut off Date : 10/4/2019
Estimate Date : 10/18/2019

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 : 108.00% In Place : 92.32%

Original Contract Time : 75
Approved Extensions : 0
Total Contract Time : 75
Days Used to Date : 81
Days Remaining to Date : -6

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 92.32% Completed to Date
2. Materials on Hand

\$ 142,880.41
\$ -

TOTAL EARNINGS TO DATE : \$ 142,880.41

B. DEDUCTIONS

1. Retainage 0.00% of \$ 142,880.41
2. Liquidated Damages 0 Days at \$0.00 per day.

\$ -
\$ -

TOTAL DEDUCTIONS TO DATE : \$ -

C. AMOUNT DUE THIS PERIOD

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

\$ 142,880.41
\$ -
\$ 142,880.41
\$ 109,512.37

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 33,368.04

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: [Signature] 10/18/2019
Date

Recommended By: [Signature] 10/18/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: Westview Drive Sidewalk Improvements Project
Contractor: DVL Enterprises, LLC
Date Range: 10/1/2019 to 10/4/2019

Project Number: 18-037
Estimate No.: 4-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amnt 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 assembly and cap water line	L.S.	1	\$800.00	0.00	\$ -	1.00	\$ 800.00
2C	Retaining wall modifications and additional grading	L.S.	1	\$1,000.00	0.00	\$ -	1.00	\$ 1,000.00
2D	Sidewalk vandalism repair	L.S.	1	\$800.00	1.00	\$ 800.00	1.00	\$ 800.00
3	Reinforced Concrete Sidewalk (4"), complete in place the sum of:	S.F.	5,000	\$7.00	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	120.00	\$ 14,400.00	120.00	\$ 14,400.00
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	0.00	\$ -	1.00	\$ 1,500.00
12	Replace Existing Yard Drain through Curb, including Cast Iron Curb Opening, complete in place the sum of:	E.A.	1	\$1,000.00	0.00	\$ -	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	0.00	\$ -	4.00	\$ 3,200.00
14	Remove and Re-install Existing Traffic Sign, complete in place the sum of:	E.A.	3	\$500.00	0.00	\$ -	4.00	\$ 2,000.00
15	Block Sodding, complete in place the sum of:	S.Y.	1,700	\$5.00	1,200.00	\$ 6,000.00	1,700.00	\$ 8,500.00
16	Inlet Protection Barrier, complete in place the sum of:	E.A.	7	\$10.00	0.00	\$ -	7.00	\$ 70.00
					Subtotal	\$ 21,200.00		\$ 142,880.41
(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 \$ 21,200.00 \$ 142,880.41

DVL Enterprises, LLC
4022 Cedar Forest
Kingswood, Texas 77339

Pay Estimate \$462

Bill To:		Pay Estimate No. 4									
City of Spring Valley Village, Texas		Period from 10/27/19 to 10/27/19									
Westview Drive Sidewalk Improvements Project											
2019-05-101											
No.	DESCRIPTION	UNIT	QTY	\$ AMOUNT/UNIT	TOTAL	THIS ESTIMATE	\$ AMOUNT	PREV ESTIMATE	QTY	\$ AMOUNT	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	\$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	0.08	\$800.00	0.36			
3	REINFORCED CONCRETE SIDEWALK (4" THICK), COMPLETE IN PLACE	SF	5000	\$7.00	\$35,000.00	0	\$0.00	4913.63			
4	WHEELCHAIR CURB RAMP PER ADA REQUIREMENTS, COMPLETE IN PLACE	SF	200	\$20.00	\$4,000.00	0	\$0.00	200			
5	REMOVE AND REPLACE 6" THICK REINFORCED CONCRETE DRIVEWAY, COMPLETE IN PLACE	SY	450	\$70.00	\$31,500.00	0	\$0.00	576			
6	EXTRA 1.5 SACK OF CEMENT PER CURB YARD ADDED TO 6" REINFORCED CONCRETE DRIVEWAY (TOTAL OF 7.5 SACK/CY) COMPLETE IN PLACE	SH	200	\$5.00	\$1,000.00	0	\$0.00	0			
7	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" MAX HEIGHT), COMPLETE IN PLACE	LF	300	\$30.00	\$9,000.00	0	\$0.00	109.5			
8	CONCRETE RETAINING WALL ON PROPOSED SIDEWALK PER DETAILS (6" TO 18" MAX HEIGHT), COMPLETE IN PLACE	LF	270	\$50.00	\$13,500.00	0	\$0.00	280			
9	1-1/2" STEEL PEDESTRIAN HANDRAIL (GALVANIZED) INSTALLED ALONG EXISTING CURB PER DETAILS, COMPLETE IN PLACE	LF	120	\$120.00	\$14,400.00	120	\$14,400.00	0			
10	ADJUST EXISTING MANHOLE TOP TO FINAL GRADE, COMPLETE IN PLACE	EA	2	\$1,000.00	\$2,000.00	0	\$0.00	3			
11	ABANDON EXISTING GRATE INLET PER DETAIL, COMPLETE IN PLACE	EA	1	\$1,500.00	\$1,500.00	0	\$0.00	1			
12	REPLACE EXISTING YARD DRAIN THROUGH CURB, INCLUDING CAST IRON CURB OPENING, COMPLETE IN PLACE	EA	1	\$1,000.00	\$1,000.00	0	\$0.00	2			
13	ADJUST EXISTING WATER METER BOX TO FINAL GRADE, COMPLETE IN PLACE	EA	1	\$800.00	\$800.00	0	\$0.00	4			
14	REMOVE AND REINSTALL EXISTING TRAFFIC SIGN, COMPLETE IN PLACE	EA	3	\$500.00	\$1,500.00	0	\$0.00	4			
15	BLOCK SODDING, COMPLETE IN PLACE	SY	1700	\$5.00	\$8,500.00	1200	\$6,000.00	500			
16	INLET PROTECTION BARRIER, COMPLETE IN PLACE	EA	7	\$10.00	\$70.00	0	\$0.00	7			
	TOTAL CONTRACT:				\$138,770.00		\$21,200.00				\$142,880.41
B ALTERNATE #1 ITEMS											
17	3-1/2" STEEL PEDESTRIAN HANDRAIL (GALVANIZED) INSTALLED ALONG EXISTING CURB PER DETAILS, COMPLETE IN PLACE	LF	125	\$120.00	\$15,000.00		\$0.00	0			
	TOTAL ALTERNATIVE ITEM:				\$15,000.00		\$0.00				
	TOTAL REVISED CONTRACT:				\$154,770.00						
							THIS ESTIMATE				70.00%
							\$21,200.00				\$142,880.41
WORK COMPLETED:											
							Rebate Requested:				
							Due This Est.				
							LESS PREVIOUS ESTIMATES:				\$ (109,512.37)
							DUE THIS ESTIMATE:				\$13,368.04

Change Order No. 1-Final

CHANGE ORDER NO. 1-Final

PROJECT: 2019 Westview Drive Sidewalk Improvements Project **DATE OF ISSUANCE:** October 18, 2019

OWNER: City of Spring Valley Village **ENGINEER:** ARKK Engineers, LLC
(Name & 1025 Campbell Road 7322 Southwest Fwy, Suite 1040
Address) Houston, Texas 77055 Houston, Texas 77074

CONTRACTOR: DVL Enterprises, LLC **ENGINEER'S PROJECT No.:** 18-037
1525 Lakeville Drive Suite 231
Kingwood, Texas 77339

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

Purpose of the Change Order: Adjustment of final quantities to actual measured quantities. These include additional quantities resulting from field adjustments by the Engineer and additional work authorized by the City.

Attachments: See Attachment 'A'

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>154,770.00</u>	Original Contract Time <u>75</u> Calendar Days
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$ <u>0.00</u>	Net Change From Previous Change Orders <u>0</u> Calendar Days
Contract Price Prior to this Change Order \$ <u>154,770.00</u>	Contract Time Prior to this Change Order <u>75</u> Calendar Days
Net Increase (Decrease) of this Change Order \$ <u>-11,889.59</u>	Net Increase (Decrease) of this Change Order <u>0</u> Calendar Days
Contract Price with all Approved Change Orders \$ <u>142,880.41</u>	Contract Time with all Approved Change Orders <u>75</u> Calendar Days

RECOMMENDED
ARKK Engineers, LLC
By 

APPROVED
City of Spring Valley Village
By _____

APPROVED
DVL Enterprises, LLC
By 

City of Spring Valley Village
Cedarbrake Drive Drainage Improvements Project

Attachment "A"

October 18, 2019

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
DELETIONS					
CO1-1	Adjustment of Final Quantities to Actual Measured Quantities	L.S.	1	-\$11,889.59	-\$11,889.59
Subtotal Deletions:					-\$11,889.59

Subtotal Additions: **\$0.00**
Subtotal Deletions: **-\$11,889.59**
Total Change Order Amount: **-\$11,889.59**

Certificate of Completion



October 31, 2019

Mr. Pat Riley
Public Works Director
City of Spring Valley Village
1025 Campbell Road
Humble, Texas 77055

Re: **Certificate of Completion**
2019 Westview Drive Sidewalk Improvements Project
City of Spring Valley Village
ARKK Job No. 18-037

Dear Mr. Riley:

As per the specifications, ARKK Engineers, LLC, along with the City of Spring Valley Village have reviewed the work referenced above. Based on our observation and to the best of our knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the contract documents. Therefore, we recommend acceptance of the work by the City of Spring Valley Village.

This letter constitutes the Engineer's Certificate of Completion.

It is recommended that this project be accepted by the City of Spring Valley Village by issuing DVL Enterprises, LLC a Certificate of Acceptance. Please be advised that as required by the contract documents, the Owner shall issue such Certificate of Acceptance within 10 days of the receipt of this letter, or advise the Contractor in writing of the reason for non-acceptance.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'Doug Bradford', is written over a faint, larger blue signature.

Doug Bradford, P.E.
Project Manager

Consent of Surety Company to Final Payment

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 70179696

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Spring Valley Village
City Hall, 1025 Campbell Road
Houston, TX 77055

PROJECT:

(Name and address)

2019 Westview Drive Sidewalk Improvements Project

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: General Construction

CONTRACT DATED:

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

The Guarantee Company of North America USA
9977 W. Sam Houston Parkway North, Suite 130
Houston, TX 77064

, SURETY,

on bond of

(Insert name and address of Contractor)

DVL Enterprises, LLC
1525 Lakeville Drive, Suite 231
Kingwood, TX 77339

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Spring Valley Village
City Hall, 1025 Campbell Road
Houston, TX 77055

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 24, 2019

(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal)

(Signature)



The Guarantee Company of North America USA

(Surety)

By:

(Signature of authorized representative)

Erica Anne Cox

Attorney-in-Fact

(Printed name and title)



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. 70179696

Principal: DVL Enterprises, LLC

Obligee: City of Spring Valley Village

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS. That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Erica Anne Cox

Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of October, 2015.

Randall Musselman

Randall Musselman, Secretary

Subcontractor's Release and Waiver of Claims and Liens

STATE OF Texas

COUNTY OF Harris

**SUBCONTRACTOR/MATERIALMAN'S
FULL AND FINAL
RELEASE AND WAIVER OF CLAIMS AND LIENS**

For consideration in hand paid, Universal Curb, (Company) does hereby certify and acknowledge that Company has been fully paid for all work and labor done by it, and for materials supplied by it, to date on that certain project described as follows:

Contractor: DVL Enterprises, LLC
Project Description: 2019 Westview Drive Sidewalk Improvements Project

Obligee: Universal Curb - Construction
Amount: 10,477.50

Company does hereby waive all rights, claims and liens which it may have, or be entitled including statutory and constitutional liens on such project for such work and labor done and material supplied by it to date, or arising out of such transactions.

Company hereby releases in full all claims and liens it has heretofore filed on such property for such work including labor and material.

Executed this 28 day of October, 2019.

By: Gustavo Chavez

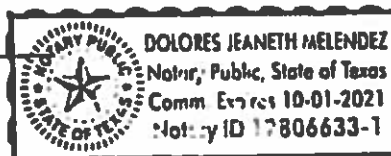
STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County, October 28, 2019 on this day personally appeared Gustavo Chavez Known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Owner, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of October, 2019.

[Signature]
Notary Public



One-Year Maintenance Bond



MAINTENANCE BOND

BOND NO: 70179696

KNOW ALL MEN BY THESE PRESENTS:

That we DVL Enterprises, LLC as Principal, and
The Guarantee Company of North America USA as Surety, are held and firmly bound unto
City of Spring Valley Village as Oblige in the sum
of One Hundred Forty Two Thousand Eight Hundred Eighty and 41/100—
Dollars (\$ 142,880.41) for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, Principal entered into a contract with the
Obligee for 2019 Westview Drive Sidewalk Improvements Project.

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material
or construction that shall appear within One (1) year(s) from the date of the substantial completion,
(_____) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 24th day of October, 2019.

DVL Enterprises, LLC

Witness

BY:

Principal

ITS:

The Guarantee Company of North America USA

BY:

Erica Anne Cox
Attorney-In-Fact Erica Anne Cox

Witness Michele Bonnin

Maintenance Bond Rev. 2/20/13

Excellence, Expertise, Experience ... Every time

The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, Michigan 48076
Tel 248-281-0281 • Fax 248-750-0431 • 1-800-328-0567
gena.com



The Guarantee Company of North America USA
Southfield, Michigan

Bond No. 70179696

Principal: DVL Enterprises, LLC

Obligee: City of Spring Valley Village

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Erica Anne Cox
Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 8.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of October, 2019.

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agent al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

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

MEETING DATE: November 19, 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 CHANGE ORDER NUMBER 2 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	On April 23, 2019, City Council awarded the construction contract for the Cedarbrake Drive Drainage Improvements Project to H & N Contractor Management Services, LLC. in an amount not to exceed \$101,416.00. Notice to Proceed was issued on June 10, 2019, and construction was complete on August 8, 2019. Upon completion of this Project in August, the final quantities were adjusted to the actual measured quantities, and this adjustment resulted in a <u>decrease</u> in the original contract amount of \$12,128.00. If approved, Change Order No. 2 (Final) will decrease the contract amount by \$12,128.00 for a new total contract amount of \$97,804.00.
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RECOMMENDATION:	ARKK Engineers and Staff recommend approval of the Resolution.
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ATTACHMENTS:	Resolution No. 19-XX
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-5508</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Pat Riley, Director of Public Works	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 (FINAL) TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND H & N CONTRACTOR MANAGEMENT SERVICES LLC. FOR ADJUSTMENT OF FINAL QUANTITIES TO ACTUAL MEASURED QUANTITIES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 2 (Final) to the Agreement by and between the City of Spring Valley Village, Texas and H & N Contractor Management Services LLC for a net decrease to the overall contract due to adjustment of final quantities to actual measured quantities ("Change Order Number 2"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 2 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 Change Order Number 2 and any and all documents necessary to effectuate such Change Order Number 2 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 Change Order Number 2, 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 Change Order Number 2 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 Change Order Number 2 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 2.

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

DULY PASSED AND APPROVED on this the 19th day of November, 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

CHANGE ORDER NO. 2-Final

PROJECT: Cedarbrake Drive Drainage Improvements Project
DATE OF ISSUANCE: September 25, 2019

OWNER: City of Spring Valley Village
(Name & Address) 1025 Campbell Road
Houston, Texas 77055
ENGINEER: ARKK Engineers, LLC
7322 Southwest Fwy, Suite 1040
Houston, Texas 77074

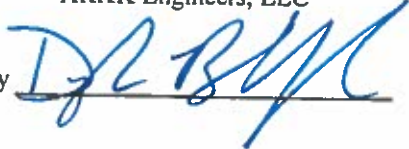
CONTRACTOR: H&N Contractor Management
PO Box 940634
Houston, Texas 77094
ENGINEER'S PROJECT No.: 18-030

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

Purpose of the Change Order: Adjustment of final quantities to actual measured quantities. These include additional quantities resulting from field adjustments by the Engineer and additional work authorized by the City.

Attachments: See Attachment 'A'

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ 101,416.00	Original Contract Time 60 Calendar Days
Previous Change Orders No. 0 to No. 1 \$ 8,516.00	Net Change From Previous Change Orders 0 Calendar Days
Contract Price Prior to this Change Order \$ 109,932.00	Contract Time Prior to this Change Order 60 Calendar Days
Net Increase (Decrease) of this Change Order \$ -12,128.00	Net Increase (Decrease) of this Change Order 0 Calendar Days
Contract Price with all Approved Change Orders \$ 97,804.00	Contract Time with all Approved Change Orders 60 Calendar Days

RECOMMENDED ARKK Engineers, LLC	APPROVED City of Spring Valley Village	APPROVED H&N Contractor Management Services
By 	By _____	By 

City of Spring Valley Village
Cedarbrake Drive Drainage Improvements Project

Attachment "A"

September 25, 2019

ITEM	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
DELETIONS					
CO1-1	Adjustment of Final Quantities to Actual Measured Quantities	L.S.	1	-\$12,128.00	-\$12,128.00
Subtotal Deletions:					-\$12,128.00

Subtotal Additions: **\$0.00**

Subtotal Deletions: **-\$12,128.00**

Total Change Order Amount: **-\$12,128.00**

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

MEETING DATE: November 19, 2019

TOPIC: **Approval of Pay Estimate No. 3 (Final) for Cedarbrake Drive Drainage Improvements Project to H&N Contractor Management Services, LLC in the Amount of \$23,213.80**

BACKGROUND: This is the third and final pay estimate to be submitted by H&N Contractor Management Services, LLC for the Cedarbrake Drive Drainage Improvements Project.

The contract for this project was executed on April 23, 2019. Notice to proceed was issued on June 10, 2019, and the project was completed on August 8, 2019.

RECOMMENDATION: Doug Bradford with ARKK Engineers as well as City staff have reviewed the pay estimate and recommend approval.

ATTACHMENTS:

- Pay Estimate No. 3 final Submitted By H&N Contractor Management Services, LLC

FUNDING ISSUES:

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

☒ Full amount already budgeted in Acct/Project# 25-50-7107

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

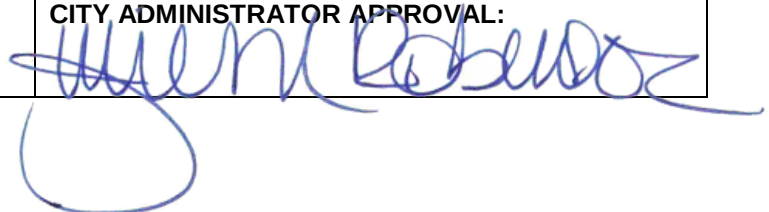
☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ _____ 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 ☐ YES ☐ NO	READING PASSED	OTHER
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ARKK ENGINEERS

September 25, 2019

Mr. Pat Riley
Public Works Director
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

RE: Cedarbrake Drive Drainage Improvements Project
City of Spring Valley Village
ARKK Job No. 18-030

Dear Mr. Riley,

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

1. Application for Payment No. 3-Final
2. Pay Estimate No. 3-Final

The amount of Application for Payment No. 3-Final is **\$23,213.80**

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. Avery Neblett - H&N Contractor Management Services, LLC



CITY OF SPRING VALLEY VILLAGE

Estimate No. : 3-Final
Cut off Date : 9/17/2019
Estimate Date : 9/25/2019

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : Cedarbrake Drive Drainage Improvements Project
Contractor Name : H&N Contractor Management Services, LLC
Address : PO Box 940634, Houston, Texas 77094

CONTRACT INFORMATION

Contract Date : 4/23/2019
Notice to Proceed Date : 6/10/2019
Current Completion Date : 8/8/2019

Percentage Complete

By Time : 166.67% In Place : 88.97%

Original Contract Time : 60
Approved Extensions : 0
Total Contract Time : 60
Days Used to Date : 100
Days Remaining to Date : -40

1. Original Contract Amount
2. Approved Change Orders

\$ 101,416.00

No.	Date	Add. Days	Amount
1	6/18/2019	0	\$8,516.00

\$8,516.00

TOTAL CONTRACT AMOUNT : \$ 109,932.00

A. EARNINGS TO DATE

1. Work Complete to Date 88.97% Completed to Date
2. Materials on Hand

\$ 97,804.00

\$ -

TOTAL EARNINGS TO DATE : \$ 97,804.00

B. DEDUCTIONS

1. Retainage 0.00% of \$ 97,804.00
2. Liquidated Damages 0 Days at \$0.00 per day.

\$ -

\$ -

TOTAL DEDUCTIONS TO DATE : \$ -

C. AMOUNT DUE THIS PERIOD

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

\$ 97,804.00

\$ -

\$ 97,804.00

\$ 74,590.20

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 23,213.80

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: [Signature] 9/25/2019
Date

Recommended By: [Signature] 9/25/2019
Date



CITY OF SPRING VALLEY VILLAGE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: Cedarbrake Drive Drainage Improvements
Contractor: H&N Contractor Management Services, LLC
Date Range: 8/1/2019 to 9/17/2019

Project Number: 18-030
Estimate No.: 3-Final

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	\$17,000.00	0.00	\$ -	100.00%	\$ 17,000.00
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	Additional utility locating and investigative work	L.S.	1	\$1,500.00	0.00	\$ -	1.00	\$ 1,500.00
2B	Sanitary sewer service adjustment	EA.	1	\$1,500.00	1.00	\$ 1,500.00	1.00	\$ 1,500.00
2C	Remove and replace curb	L.F.	100	\$10.00	100.00	\$ 1,000.00	100.00	\$ 1,000.00
2D	Additional landscaping restoration	L.S.	1	\$750.00	1.00	\$ 750.00	1.00	\$ 750.00
3	18" Polypropylene (ADS HP Storm) Storm Sewer, including prefabricated bends, complete in place the sum of:	L.F.	600	\$27.00	0.00	\$ -	440.00	\$ 11,880.00
4	4' Diameter Precast Storm Manhole, complete in place the sum of:	EA.	6	\$4,500.00	0.00	\$ -	0.00	\$ -
5	Connect Proposed Storm Sewer to Existing Inlet, complete in place the sum of:	EA.	2	\$1,000.00	0.00	\$ -	1.00	\$ 1,000.00
6	Trench Safety System for Storm Sewer installation, complete in place the sum of:	L.F.	600	\$15.00	44.00	\$ 660.00	484.00	\$ 7,260.00
7	Remove and Replace 6" Reinforced Concrete Driveway, complete in place the sum of:	S.Y.	180	\$65.70	0.00	\$ -	180.00	\$ 11,826.00
8	Remove and Replace 4" Reinforced Concrete Walkway, complete in place the sum of:	S.Y.	30	\$63.00	0.00	\$ -	44.00	\$ 2,772.00
9	Block Sodding, complete in place the sum of:	S.Y.	500	\$5.00	0.00	\$ -	500.00	\$ 2,500.00
10	Inlet Protection Barrier, complete in place the sum of:	EA.	2	\$500.00	0.00	\$ -	2.00	\$ 1,000.00
11	6" Water Line Offset, as needed, including all fittings and restraints, complete in place the sum of:	EA.	1	\$3,000.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ 3,910.00		\$ 59,988.00
CHANGE ORDER NO. 1 ITEMS:								
CO1-1	18" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, including cement stabilized sand bedding and backfill	L.F.	44	\$62.00	44.00	\$ 2,728.00	44.00	\$ 2,728.00
CO1-2	Concrete pavement repair (High Early Strength) for storm sewer installation per detail, including sawcutting, removal, cement stabilized sand subgrade, and curbs	S.Y.	40	\$127.20	40.00	\$ 5,088.00	40.00	\$ 5,088.00
CO1-3	Crushed concrete or stone base material for temporary pavement, including placement and removal	TON	20	\$35.00	20.00	\$ 700.00	20.00	\$ 700.00
					Subtotal	\$ 8,516.00		\$ 8,516.00
FIELD CHANGE ITEMS:								
FC-1	Precast Type "A" Inlet	EA.	6	\$4,000.00	0.00	\$ -	6.00	\$ 24,000.00
FC-2	Cast-in-Place Sewer Conflict Junction Box	EA.	2	\$2,800.00	1.00	\$ 2,800.00	2.00	\$ 5,600.00
FC-3	Credit for City repair of water leak at 8511	L.S.	-1	\$300.00	-1.00	\$ (300.00)	-1.00	\$ (300.00)
					Subtotal	\$ 2,500.00		\$ 29,300.00

Grand Total \$ 14,926.00 \$ 97,804.00

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

MEETING DATE: November 19, 2019

TOPIC: **Approval of Pay Estimate No. 1 for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$239,799.95**

BACKGROUND: This is the first Pay Estimate to be submitted by Jerdon Enterprises, L.P. for the Spring Valley Village Park Renovation Phase II Landscape Improvements Project for work that was completed on the Project in September.

RECOMMENDATION: Ryan Steib with Clark Condon and City Staff have reviewed the pay estimate and recommend approval.

ATTACHMENTS: • Pay Estimate No. 1 Submitted By Jerdon Enterprises, L.P.

FUNDING ISSUES:

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

☒ Full amount already budgeted in Acct/Project# 25-50-7504

☐ 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# _____

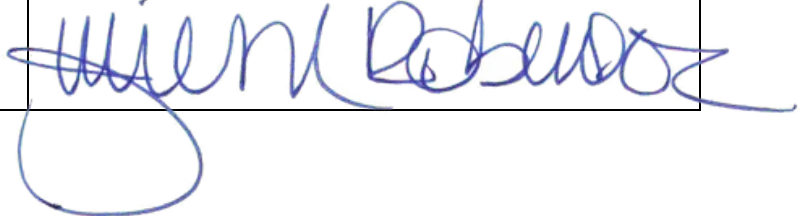
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Matthew Hitt, Assistant to the City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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TO: Matthew Hitt. City of Spring Valley Village
FROM: Ryan Steib, Clark Condon
DATE: 19_10-07
PROJECT: Spring Valley Village City Hall Park Ph. 2
CCA PROJECT NO.: 119-009
DISTRIBUTION: Electronic

Matthew,

Clark Condon has reviewed the September payment application submitted by Jerdon Enterprise and can confirm the work and materials indicated in the application have been completed as indicated by our signature on the application which you received. Please let us know if you need further information.



Ryan Steib ASLA, LEED AP

Associate
Clark Condon | Landscape Architecture
10401 Stella Link Road, Houston, TX 77025

END OF MEMO

JERDON ENTERPRISE, L.P.
13403 Redfish
Stafford, TX 77477
Phone (281)261-5000 Fax (281)261-5500

10401 Stella Link Road
Houston, TX 77025
713-871-1414

[illegible]

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of Letter ☐ Change Order ☒ Documents

[illegible]

☒ For approval	☐ Approved as submitted	☐ Resubmit _____ copies for approval
☐ For your use	☐ Approved as noted	☐ Submit _____ copies for distribution
☐ As requested	☐ Returned for corrections	☐ Return _____ corrected prints
☐ For review and response	☐	
☐ FOR BIDS DUE:		☐ PRINTS RETURNED AFTER LOAN TO US

Thank you.

By: Jerdon Holding, L.L.C., General Partner
SIGNED: Darrol Vincent, Jr., President 94

TO OWNER:
City of Spring Valley
1025 Campbell Rd.
Houston, TX 77055

PROJECT:
Spring Valley Village Park Renovation
Phase II Landscape Improvements

APPLICATION NO: 5467-01

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM CONTRACTOR:
JERDON ENTERPRISE, L.P.
13403 REDFISH LANE
STAFFORD, TX 77477

VIA ARCHITECT:
N/A

PERIOD TO: 09/30/2019

PROJECT NOS: 119-009

CONTRACT FOR:

CONTRACT DATE: 07/18/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$340,369.39
2. Net change by Change Orders	\$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 340,369.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 266,444.39
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 26,644.44
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 26,644.44
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 239,799.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 239,799.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 100,569.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Darrol Vincent, Jr. Date: 10/07/2019

Darrol Vincent, Jr., President

State of: Texas County of: Fort Bend
Subscribed and sworn to before me on 10/07/2019

Notary Public:

My Commission expires: 05/19/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 239,799.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 10/10/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5467-01
APPLICATION DATE: 10/07/2019
PERIOD TO: 09/30/2019
ARCHITECT'S PROJECT NO: 119-009

A ITEM NO.	B DESCRIPTION OF WORK	UNIT TYPE	UNIT QTY	UNIT BID PRICE	C SCHEDULED VALUE	PREVIOUS QUANTITY	D FROM PREVIOUS APPLICATION (D + E)	E CURRENT QUANTITY	F CURRENT AMOUNT	G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL QUANTITY	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)	J % (G ÷ C)	K BALANCE TO FINISH (C - G)	L RETAINAGE (IF VARIABLE RATE)
1	Site Prep & Mobilization	LS	1.00	\$ 38,914.89	\$38,914.89		\$0.00	1.00	\$38,914.89		1.00	\$38,914.89	100.00%	\$0.00	\$3,891.49
2	Performance & Payment Bonds	LS	1.00	\$ 6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00		1.00	\$6,500.00	100.00%	\$0.00	\$650.00
3	Temporary Construction Fence	LF	560.00	\$ 5.50	\$3,080.00		\$0.00	560.00	\$3,080.00		560.00	\$3,080.00	100.00%	\$0.00	\$308.00
4	Root Pruning	LS	1.00	\$ 3,000.00	\$3,000.00		\$0.00	1.00	\$3,000.00		1.00	\$3,000.00	100.00%	\$0.00	\$300.00
5	Tree Protection Fence	LF	1500.00	\$ 4.00	\$6,000.00		\$0.00	1,500.00	\$6,000.00		1,500.00	\$6,000.00	100.00%	\$0.00	\$600.00
6	Tree Removal	LS	1.00	\$ 4,000.00	\$4,000.00		\$0.00	1.00	\$4,000.00		1.00	\$4,000.00	100.00%	\$0.00	\$400.00
7	Demo Existing Walk	SF	250.00	\$ 1.50	\$375.00		\$0.00	250.00	\$375.00		250.00	\$375.00	100.00%	\$0.00	\$37.50
8	Remove Existing Site Furniture	LS	1.00	\$ 6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00		1.00	\$6,000.00	100.00%	\$0.00	\$600.00
9	Earthwork (incl. Fine Grading)	LS	1.00	\$12,000.00	\$12,000.00		\$0.00	1.00	\$12,000.00		1.00	\$12,000.00	100.00%	\$0.00	\$1,200.00
10	10-inch PVC Storm Sewer	LF	160.00	\$ 35.00	\$5,600.00		\$0.00	160.00	\$5,600.00		160.00	\$5,600.00	100.00%	\$0.00	\$560.00
11	12-inch PVC Storm Sewer	LF	70.00	\$ 40.00	\$2,800.00		\$0.00	70.00	\$2,800.00		70.00	\$2,800.00	100.00%	\$0.00	\$280.00
12	12-inch Square Atrium Grate with Catch Basin	EA	2.00	\$1,500.00	\$3,000.00		\$0.00	2.00	\$3,000.00		2.00	\$3,000.00	100.00%	\$0.00	\$300.00
13	18-inch Square Atrium Grate with Catch Basin	EA	1.00	\$2,000.00	\$2,000.00		\$0.00	1.00	\$2,000.00		1.00	\$2,000.00	100.00%	\$0.00	\$200.00
14	SWPPP	LS	1.00	\$8,000.00	\$8,000.00		\$0.00	1.00	\$8,000.00		1.00	\$8,000.00	100.00%	\$0.00	\$800.00
15	Concrete Paving	SF	2015.00	\$11.50	\$23,172.50		\$0.00	2,015.00	\$23,172.50		2,015.00	\$23,172.50	100.00%	\$0.00	\$2,317.25
16	Paving Band	SF	60.00	\$ 95.00	\$5,700.00		\$0.00	60.00	\$5,700.00		60.00	\$5,700.00	100.00%	\$0.00	\$570.00
17	Pea Gravel	SF	6000.00	\$ 4.00	\$24,000.00		\$0.00	6,000.00	\$24,000.00		6,000.00	\$24,000.00	100.00%	\$0.00	\$2,400.00
18	Pea Gravel (Stabilized)	SF	650.00	\$11.50	\$7,475.00		\$0.00	500.00	\$5,750.00		500.00	\$5,750.00	76.92%	\$1,725.00	\$975.00
19	Stone Swale Center	SF	2500.00	\$ 4.00	\$10,000.00		\$0.00	2,500.00	\$10,000.00		2,500.00	\$10,000.00	100.00%	\$0.00	\$3,000.00
20	Stone Boulder	EA	90.00	\$177.00	\$15,930.00		\$0.00	90.00	\$15,930.00		90.00	\$15,930.00	100.00%	\$0.00	\$1,593.00
21	Interpretive Plaque	EA	3.00	\$300.00	\$900.00		\$0.00	3.00	\$900.00		3.00	\$900.00	100.00%	\$0.00	\$90.00
22	6' Bench with Concrete Pad	EA	7.00	\$2,200.00	\$15,400.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$15,400.00	\$0.00
23	6' Picnic Table w/ 2-6' Benches and Concrete Pad	EA	4.00	\$4,000.00	\$16,000.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$16,000.00	\$0.00
24	Trash Receptacle w/ Concrete Pad	EA	3.00	\$2,500.00	\$7,500.00		\$0.00	3.00	\$7,500.00		3.00	\$7,500.00	100.00%	\$0.00	\$750.00
25	Pedestrian Bridge w/ Concrete Pad	EA	3.00	\$1,600.00	\$4,800.00		\$0.00	3.00	\$4,800.00		3.00	\$4,800.00	100.00%	\$0.00	\$480.00
26	Shooting Star Lily - 1 Gal	EA	134.00	\$ 26.00	\$3,484.00		\$0.00	134.00	\$3,484.00		134.00	\$3,484.00	100.00%	\$0.00	\$348.40
27	Blue Mistflower - 1 Gal	EA	54.00	\$ 26.00	\$1,404.00		\$0.00	54.00	\$1,404.00		54.00	\$1,404.00	100.00%	\$0.00	\$140.40
28	Gregg's Mistflower - 1 Gal	EA	148.00	\$ 26.00	\$3,848.00		\$0.00	148.00	\$3,848.00		148.00	\$3,848.00	100.00%	\$0.00	\$384.80
29	Broadleaf Wood Oats - 1 Gal	EA	66.00	\$ 26.00	\$1,716.00		\$0.00	66.00	\$1,716.00		66.00	\$1,716.00	100.00%	\$0.00	\$171.60
30	Butterfly Iris - 3 Gal	EA	49.00	\$ 50.00	\$2,450.00		\$0.00	49.00	\$2,450.00		49.00	\$2,450.00	100.00%	\$0.00	\$245.00
31	Gulf Coast Muhly - 3 Gal	EA	41.00	\$ 38.00	\$1,558.00		\$0.00	41.00	\$1,558.00		41.00	\$1,558.00	100.00%	\$0.00	\$155.80
32	Fireball Bee Balm - 1 Gal	EA	147.00	\$ 26.00	\$3,822.00		\$0.00	147.00	\$3,822.00		147.00	\$3,822.00	100.00%	\$0.00	\$382.20
33	Mexican Mint Marigold - 1 Gal	EA	93.00	\$ 26.00	\$2,418.00		\$0.00	93.00	\$2,418.00		93.00	\$2,418.00	100.00%	\$0.00	\$241.80
34	Steel Edging - 4" ht	LF	360.00	\$ 10.00	\$3,600.00		\$0.00	360.00	\$3,600.00		360.00	\$3,600.00	100.00%	\$0.00	\$360.00
35	Sod	SF	7880.00	\$ 0.65	\$5,122.00		\$0.00	7,880.00	\$5,122.00		7,880.00	\$5,122.00	100.00%	\$0.00	\$512.20
36	Irrigation System Complete & Operational	LS	1.00	\$18,000.00	\$18,000.00		\$0.00	1.00	\$18,000.00		1.00	\$18,000.00	100.00%	\$0.00	\$1,800.00
37	60 Day Landscape Maintenance	LS	1.00	\$2,600.00	\$2,600.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$2,600.00	\$0.00
41	Electrical Wiring & Conduit	LS	1.00	\$38,000.00	\$38,000.00		\$0.00		\$0.00		0.00	\$0.00	0.00%	\$38,000.00	\$0.00
GRAND TOTALS					\$340,369.39		\$0.00		\$266,444.39	\$0.00		\$266,444.39		\$73,925.00	\$26,644.44

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

This Invoice \$266,444.39
Retainage this Invoice \$ (26,644.44)
Total of Invoice \$239,799.95

Reconcile

Total Contract Price \$340,369.39
Total Completed to Date \$266,444.39
Less Retainage (\$26,644.44)
Subtotal \$239,799.95
Net Amount Previously Billed \$239,799.95
Net Due this Billing \$239,799.95

TOTAL BILLED \$ 239,799.95

VIII. LIEN RELEASE

WHEREAS, the undersigned, Jerdon Enterprise, L.P.
(Subcontractor/Contractor)

has been contracted by Owner. for Landscape Improvements at Project.

NOW, THEREFORE, and in consideration of payment in full, cash in hand, the receipt of which is hereby acknowledged, and undersigned does hereby waive and release any and all liens and claim for liens against the above property / owner under the statutes of the State of Texas relating to mechanics liens on account labor and/or material or both furnished by the undersigned to said property / owner.

Jerdon Enterprise, L.P.
Company Name
[Signature]
Authorized Signature
Darrol Vincent, Jr., President
Title

IN WITNESS WHEREOF, the undersigned has hereto set hand and seal, the 7th day of October, 2019, ~~20XX~~



[Signature]
Notary Signature
MY COMMISSION EXPIRES: 05/19/2021

Dated through which lien is released: September 30, 2019

For Draw or Invoice No. and Date: 5467-01 October 7, 2019

VII. AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

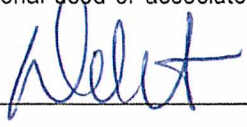
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Darrol Vincent, Jr., President, representing Contractor under the following Contract:

Owner: City of Spring Valley
Contractor: Jerdon Enterprise, L.P.
Date: October 7, 2019
Work: Landscape Improvements

The undersigned was by me duly sworn and now states upon oath:

1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bills and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims, and rights to assert a lien on said premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees, and attorney's fees, arising out of, or in any way relating to, claims for unpaid labor or material used or associated with construction of improvements under the Contract.

By: 
Name: Darrol Vincent, Jr.
Title: President

Subscribed and sworn to before me, the undersigned authority, on this the 7th day of October, 2019, 20XX.




Notary Public in and for the
State of Texas
My Commission Expires: 05/19/2021

END OF SECTION

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

MEETING DATE: November 19, 2019

TOPIC:	Approval of Pay Estimate No. 2 for the New Production Well Project to W. W. Payton Corporation in the Amount of \$1,127,070.00
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BACKGROUND:	This is the second pay estimate to be submitted by W.W. Payton Corporation for the New Production Well Project for work that was completed on the Project for the period ending October 31, 2019.
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RECOMMENDATION:	John W. Nelson with WSP Engineers and City Staff have reviewed the pay estimate and recommend approval.
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ATTACHMENTS:	• Pay Estimate No. 2 Submitted By W. W. Payton Corporation
---------------------	--

FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>20-60-7401</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:
Pat Riley, Director of Public Works

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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MEMO

TO: Julie Robinson, ICMA-CM, Pat Riley and Michelle Yi,
City of Spring Valley Village

FROM: John W. Nelson, P.G., WSP USA

SUBJECT: Review of W.W. Payton Corporation, Estimate No. 2 for Payment -
City of Spring Valley Village Project No. 2019-01-01B,
TWBD SWIFT Project No. 51056

DATE: November 5, 2019

Attached to this document are copies of Estimate No. 2 (Date October 31, 2019) with the Partial Waiver of Lien and Affidavit of Bills Paid that W. W. Payton Corporation provided for the City of Spring Valley Village project referenced above. WSP has checked the documents attached, including the unit prices, quantities charged and amounts listed, and recommends the estimate for payment.

Please contact us, if you have any related questions.

A handwritten signature in black ink, appearing to read 'John W. Nelson'.

John W. Nelson, P.G.
Supervising Hydrogeologist

W. W. PAYTON CORPORATION
General Contractor Serving Texas
P.O. Box 1056 Katy, Texas 77492-1056

October 31, 2019

City of Spring Valley Village
1025 Campbell Rd
Houston, TX 77055

Attn: WSP USA - Mr. John Nelson, P.G. and Mr. Peter Lyman, P.E.

Estimate No. 2
City of Spring Valley Village
New Production Well
Project No. 2019-01-01B
Payton Job No. 684

We estimate the total amount of work done for the period ending 10/31/19 for the above references project to be:

		QTY.	QTY.	QTY.	DONE		UNIT	AMOUNT
	DESCRIPTION	BID	PRIOR	THIS PERIOD	TOTAL	UNIT	PRICE	COMPLETE
UNIT B: BASE BID ITEMS								
1	Mobilization and demobilization for Water Well No. 2	1	0.5	0	0.5	LS	\$60,000.00	\$30,000.00
2	Drill, construct, test and equip Water Well No. 2						1,678,000.00	
a	Pilot hole drilled, logged and sampled	1	1	0	1	LS	375,000.00	375,000.00
b	Reaming of pilot hole and conductor casing set and cemented in place	1	0	1	1	LS	375,000.00	375,000.00
c	Underreaming the pilot hole below the conductor casing	1	0	1	1	LS	190,000.00	190,000.00
d	Production casing and screen(s) set in place	1	0	1	1	LS	350,000.00	350,000.00
e	Graveling, sterilizing, developing and testing the well.	1	0	0.75	0.75	LS	268,000.00	201,000.00
f	Furnishing the test pumping equipment & Pump Test	1	0	0.5	0.5	LS	100,000.00	50,000.00
g	Well yard clearing, grading sidewalks, surfacing, topsoil seeding and sodding	1				LS	20,000.00	
3	Well Pump Equipment						235,000.00	
a	Concrete pump foundation	1				LS	6,000.00	
b	Permanent Pumping Equipment & Discharge Head	1				LS	185,000.00	
c	Electric Motor	1				LS	44,000.00	
4	Discharge Piping manifold from Well 1 to meter run, concrete sidewalk and pipe supports, complete	1				LS	40,000.00	
5	Turn discharge head of existing pump at well 1, demolish existing pump foundation and construct new concrete pump foundation	1				LS	30,000.00	
6	Discharge Piping manifold from Well 2 to meter run, concrete sidewalk and pipe supports, complete	1				LS	40,000.00	
7	Meter run piping and fitting and collection line to tie-in with existing piping to the ground storage tanks	1				LS	50,000.00	
8	All electrical work , programming work, electrical foundation pads and canopy for Well No. 2	1				LS	325,000.00	

9	All chlorination, ammonia, fluoride and polyphosphate system work for single injection point at the water plant	1				LS	295,000.00	
10	Building foundation, two 8'X8' FRP buildings and one 10' X 10' FRP building for chemical systems	1				LS	105,000.00	
11	Concrete splash box and drain for well No. 1	1				LS	4,210.00	
12	Concrete splash box and drain for well No. 2	1				LS	8,000.00	
13	Asphalt apron and subgrade around Well No. 2	7850				SF	9.00	
14	8-foot chain link fence	500				LF	25.00	
15	16-foot wide chain link double swing gate	2				EA	1,700.00	
16	3-foot wide chain link single pedestrian swing gate	1				EA	1,000.00	
17	Filter fabric fence	240				LF	1.00	
18	Sound barrier	250	120	0	120	LF	80.00	9,600.00
							Total Unit B	\$1,580,600.00

DESCRIPTION		QTY. BID	QTY. PRIOR	QTY. THIS PERIOD	DONE TOTAL	UNIT	UNIT PRICE	AMOUNT COMPLETE
UNIT C: EXTRA BID ITEMS								
19	Spectralog, if required by the City, in the pilot hole after making and reviewing Gamma Ray Log, all complete	1	1	0	1	EA	\$1,600.00	\$1,600.00
20	Furnish and install 30-sack cement plug, if required, in the pilot hole below the selected completion depth of the well, complete	1	0	1	1	EA	6,000.00	6,000.00
21	Extra sacks of cement more than the base amount of 30 sacks in a cement plug below the selected completion depth of the well included in Item 20 above	10				SK	25.00	
22	Complete water - sampling operation in the pilot hole from which the City requires water samples to be taken with a base development and pumping time of 36 hours, water samples and analyses, and associated static and pumping water-level measurements and pumping rate, all complete	3	0	2	2	EA	32,200.00	64,400.00
23	Pilot hole, as required, other than the 1,300-foot base depth for well in item 2	50				LF	60.00	
24	Abandonment, if required, of pilot hole included in item 2	1				EA	105,000.00	
25	20-inch diameter surface casing , as required, cemented in place other than the 730-foot base depth for the well in item 2	10	0	-5	-5	LF	180.00	-900.00
26	14-inch diameter blank production casing, as required, in place other than the 320-foot base length for the well in item 2	10	0	-87	-87	LF	100.00	-8,700.00

27	14-inch diameter stainless steel screen wrapped on mild steel pipe, as required in place other than the 230-foot base length for the well in item 2	15	0	102	102	LF	250.00	25,500.00
28	20-foot length of pump column assembly, air-line, and one 1 1/4-inch schedule 40 PVC tube in place complete, if required, other than the 520-foot base length for the pump in item 3	4				EA	2,500.00	
29	Intermediate stage of bowl assembly (cast iron) added to the pump, as quoted in item 3, if required, and as shown in the pump data submittals for present conditions	2				EA	2,000.00	
30	Intermediate stage of bowl assembly (ductile iron) added to the pump, as quoted in item 3, if required, and as shown in the pump data submittals for present conditions	2				EA	2,250.00	
31	One-hour of pumping or water level recovery time, if required, other than 36 hours for a complete water sampling operation given in item 22	20				HR	\$75.00	
32	One-hour of pumping test time, if required, other than 96 hours given for the well in Item 2.	10				HR	300.00	
Total Unit C								\$87,900.00
UNIT D: CASH ALLOWANCE								
1	CenterPoint Energy Allowance for Electrical Service for Well 2	1					\$35,000.00	
Total Unit D								\$0.00

NOTE: This breakdown is approximate and intended only for the purpose of preparing monthly pay estimates

	Original Contract Amount	Current Contract Amount
Unit B: Base Bid Items (1-18)	\$2,978,000.00	\$2,978,000.00
Unit C: Extra Bid Items (19-32)	\$137,000.00	\$87,900.00
Unit D: Cash allowance (1)	\$35,000.00	
Total Amount:	\$3,150,000.00	\$3,065,900.00

WORK DONE TO DATE				
Unit B: Base Bid Items (1-18)		:		\$1,580,600.00
Unit C: Extra Bid Items (19-32)		:		\$87,900.00
Unit D: Cash allowance (1)		:		\$0.00
Total Amount Done to Date		:		\$1,668,500.00
Less Retainage	10%	:		\$166,850.00
	Difference	:		\$1,501,650.00
Less Previous Estimate		:		\$374,580.00
TOTAL AMOUNT DUE THIS ESTIMATE		:		\$1,127,070.00

Sincerely,



Chad Payton

APPROVED FOR PAYMENT

City of Spring Valley Village

BY:

DATE:

PLEASE RETURN ONE (1) APPROVED COPY FOR OUR FILES

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF WALLER

The undersigned contracted with City of Spring Valley Village to furnish New Production Well in connection with certain improvements to real property located in Harris County, Texas, and owned by City of Spring Valley Village which Improvements are described as follows:
City of Spring Valley Village New Production Well Project
BID Job No. 2019-01-01B

In consideration of Pay Estimate No. 1 in the amount of One Million One Hundred Twenty Seven Thousand Seventy and No/100 DOLLARS (\$1,127,070.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above-mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such Improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

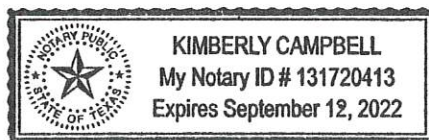
W. W. Payton Corporation

By: [Signature]
Wesley W. Payton - President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 5th day of November, 2019, to certify which witness my hand and seal of office.

[Signature]
Kimberly Campbell
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:
9-12-2022



AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS COUNTY OF WALLER

Wesley W. Payton, being first duly sworn that he is President of W. W. Payton Corporation, of Waller County, Texas hereinafter called "Company" and That said company has performed work and/or furnished material for City of Spring Valley Village hereafter called "Owner", pursuant to a contract, dated March 26th, 2019 (hereinafter called "Contract") for the construction of:

City of Spring Valley Village
City of Spring Valley Village New Production Well Project
BID Job No. 2019-01-01B

That all just and lawful invoices against the company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner, and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities, and

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

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

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

By: W. W. Payton
Title: President
Printed Name: Wesley W. Payton

ATTEST:

M. R. Payton
Printed Name: Marilyn R. Payton - Secretary

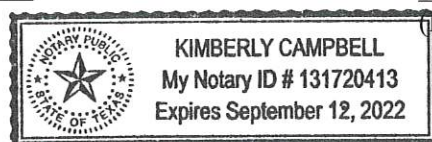
THE STATE OF TEXAS COUNTY OF WALLER

Before me, the undersigned authority, on this day personally appeared Wesley W. Payton the President of W. W. Payton Corporation a Texas corporation, known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 5th day of November, 2019.

Commission Expires: 9-12-2022

Kimberly Campbell
Notary Public in and for
State of Texas
Kimberly Campbell
(Printed Name of Notary)



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

MEETING DATE: November 19, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE HARRIS-GALVESTON SUBSIDENCE DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	Every two years, the City of Spring Valley Village may appoint one representative to serve on the Board of Directors of the Harris-Galveston Subsidence District. The term commences on February 1, 2020 and ends on January 31, 2022. Kyle Sears has served as the City's representative on the Board of Directors since 2014. The appointment must be submitted in writing to the Harris-Galveston Subsidence District no later than Friday, January 24, 2020.
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RECOMMENDATION:	None
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ATTACHMENTS:	- Resolution Number 19-XX - Correspondence From Harris-Galveston Subsidence District Dated October 28, 2019
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Roxanne Benitez, City Secretary	

ACTIONS TAKEN

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

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE HARRIS-GALVESTON SUBSIDENCE DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Spring Valley Village, Texas, may appoint a representative for the City of Spring Valley Village to the Harris-Galveston Subsidence District for a two-year term, with the appointee's term commencing on February 1, 2020, and ending on January 31, 2022; and

WHEREAS, the City Council desires to exercise its right to appoint a representative to the Harris-Galveston Subsidence District.

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 of the City of Spring Valley Village, Texas hereby appoints Kyle Sears to serve as a board member on the Harris-Galveston Subsidence District Board of Directors effective February 1, 2020 until January 31, 2022.

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

DULY PASSED AND APPROVED this 19th day of November, 2019.

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

ATTEST:

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

DIVIDER PAGE



RECEIVED

8/11/19
By: *YLB* Date: 8/27/19

Harris - Galveston Subsidence District

1660 West Bay Area Boulevard
Friendswood, Texas, 77546

City of Spring Valley Village
City Secretary
1025 Campbell Rd
Houston, TX 77055

To Whom It May Concern:

The Harris-Galveston Subsidence District develops will convene a public hearing on September 11, 2019 at 10 a.m. at 1660 W. Bay Area Blvd. Friendswood, TX, 77546 to receive on comment on proposed amendments to the District Rules.

Amendments to the District Rules (as amended in 2015) are proposed to address specific legislation related to public comment passed during the 86th legislative session and to clarify language related to: 1) the definition of "Platted "Subdivision"; 2) the qualifications for the single-family dwelling exemption as it relates to a platted subdivision.

Following the Public hearing, the Board will convene on regular business which will include the consideration of the proposed rules amendments.

For more information on the proposed amendments to the District rules or upcoming meetings please visit <http://www.hgsubsidence.org> or contact the District office at 281-486-1105. Thank you for your continued support of the District mission and please don't hesitate to contact the District if you have any questions.

Sincerely,

Michael J. Turco
General Manager

Board of Directors: Alan Petrov – *Chairman (Municipalities of West University Place, Southside Place, Bellaire, and Jacinto City); Susan Baird – Vice Chairman (City of Houston); Alberto Gonzalez – Secretary (City of Houston); Lindall Murff (Harris County Commissioners Court); Joe Goins (Harris County Commissioners Court); Chris Canonico (City of Houston); Linn Smyth (Harris County Commissioners Court); William Latimer (Galveston County Commissioners Court); Pete Cote (City of Baytown); James Edwards (Clear Lake Water Authority and the municipalities of Deer Park, Galena Park, La Porte, Nassau Bay, and Seabrook); Pamela Puckett (City of Houston); Kyle Sears (Municipalities of Humble, Piney Point Village, Hedwig Village, Bunker Hill Village, Hunters Creek Village, Hillshire Village, and Spring Valley); Kathy Rogers (Galveston County Commissioners Court); Shaun Theriot-Smith (City of Houston); Shannon Lucas (Municipalities of Galveston County); Katherine Ostroff (City of Houston); Jason Long (Municipalities of Galveston County); Sarah Benavides (City of Pasadena); Ken Keller (Galveston County Commissioners Court)*

Michael J. Turco - General Manager

STATE OF TEXAS)(

COUNTY OF HARRIS)(

NOTICE OF PUBLIC HEARING

NOTICE TO ALL COUNTY AND MUNICIPAL GOVERNMENTS,
ALL INTERESTED PERSONS AND ALL WATER WELL OWNERS IN HARRIS
AND GALVESTON COUNTIES;

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the
Harris-Galveston Subsidence District at the District office, 1660 West Bay Area
Boulevard, Friendswood, Harris County, Texas, on Wednesday, the 11th day of
September, 2019, at 10:00 a.m. The purpose of the hearing shall be to consider testimony,
evidence, exhibits and other information presented by any person, concerning proposed
amendments to the District's Rules. Copies of the proposed Rules may be obtained on the
District's website at www.hgsubsidence.org, or at the District offices.



Michael J. Turco, General Manager

Harris-Galveston Subsidence District
1660 West Bay Area Boulevard
Friendswood, Texas 77546
281-486-1105

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

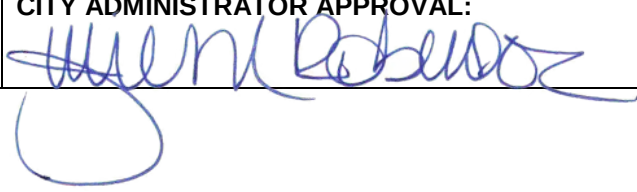
MEETING DATE: November 19, 2019

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 A REVISED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND SPRING BRANCH MEMORIAL SPORTS ASSOCIATION FOR CONSTRUCTION OF A WALKING TRAIL OR SIDEWALK ON THE PROPERTY LOCATED AT 9016 WESTVIEW DRIVE WITHIN THE CITY LIMITS; 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 January 22, 2019 meeting, the City Council and Spring Branch Memorial Sports Association ("SBMSA") agreed to fund \$17,500.00 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. On March 26, 2019, 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 walking trail/sidewalk. However, SBMSA never executed the approved Development Agreement. During the October 15, 2019 meeting, the City Council agreed to fund an additional \$3,913.00 in costs associated with the construction of the walking trail/sidewalk. The proposed Revised Development Agreement documents the additional reimbursement to SBMSA for the construction of walking trail/sidewalk as agreed to by the Council on October 15, 2019.
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: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____

ACTIONS TAKEN

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

	☐ 21,413.00 from unassigned fund balance will be used and added to Acct/Project# 10-35-4612 ☐ \$_____ 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 ☐ YES ☐ NO	READING PASSED	OTHER

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 REVISED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND SPRING BRANCH MEMORIAL SPORTS ASSOCIATION FOR CONSTRUCTION OF A WALKING TRAIL OR SIDEWALK ON THE PROPERTY LOCATED AT 9016 WESTVIEW DRIVE WITHIN THE CITY LIMITS; 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 Revised Development Agreement by and between the City of Spring Valley Village, Texas and Spring Branch Memorial Sports Association for construction of a walking trail or sidewalk on the property located at 9016 Westview Drive in the City limits (hereinafter called "Revised 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 Revised 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 Revised Agreement and any and all documents necessary to effectuate such Revised 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 Revised 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 Revised 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 Revised Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Revised 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 18-XX

REVISED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS REVISED DEVELOPMENT AGREEMENT (“Agreement”) is made and entered by and between the City of Spring Valley Village, Texas (“Spring Valley”), and Spring Branch – Memorial Sports Association, a Texas non-profit corporation (“SBMSA”);

RECITALS

WHEREAS, SBMSA operates a youth sports organization that allows children of Spring Valley and surrounding areas to compete in various sports leagues throughout the year; and

WHEREAS, SBMSA uses fields and facilities owned by Spring Branch Independent School District (“SBISD”) in the operation of its sports leagues; and

WHEREAS, SBMSA, in agreement with SBISD, is proposing to construct significant improvements on athletic fields on the property located at 9016 Westview Drive within the corporate boundaries of Spring Valley (the “Property”); and

WHEREAS, the Property has long been used by residents of Spring Valley when not in use by SBISD and SBMSA; and

WHEREAS, as part of the proposed improvements to be constructed by SBMSA on the Property, a five foot (5’) wide walking trail or sidewalk approximately 510 linear feet in length will be constructed on the Property; and

WHEREAS, the City finds that such walking trail or sidewalk will benefit the citizens of Spring Valley; and

WHEREAS, the City Council believes it to be in the best interest of the citizens of Spring Valley to financially assist SBMSA in the construction of this walking trail or sidewalk.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, Spring Valley and the SBMSA agree as follows:

1. SBMSA agrees to construct the walking trail or sidewalk in a location substantially similar to that depicted on Exhibit “A” attached hereto and incorporated herein by this reference for all purposes.
2. Upon completion of the walking trail or sidewalk described in Paragraph 1, Spring Valley will pay the sum of \$21,413.00 to SBMSA.
3. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby

verifies that it (a) does not boycott Israel, and (2) will not boycott Israel during the term of this Agreement or any extensions thereof.

4. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument are of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.
5. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Harris County. The exclusive forum shall be a Texas state or federal court.
6. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
7. This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

CITY OF SPRING VALLEY VILLAGE

SPRING BRANCH-MEMORIAL SPORTS
ASSOCIATION

By: _____
Tom Ramsey, Mayor

By: _____
Rob Cooksey, President

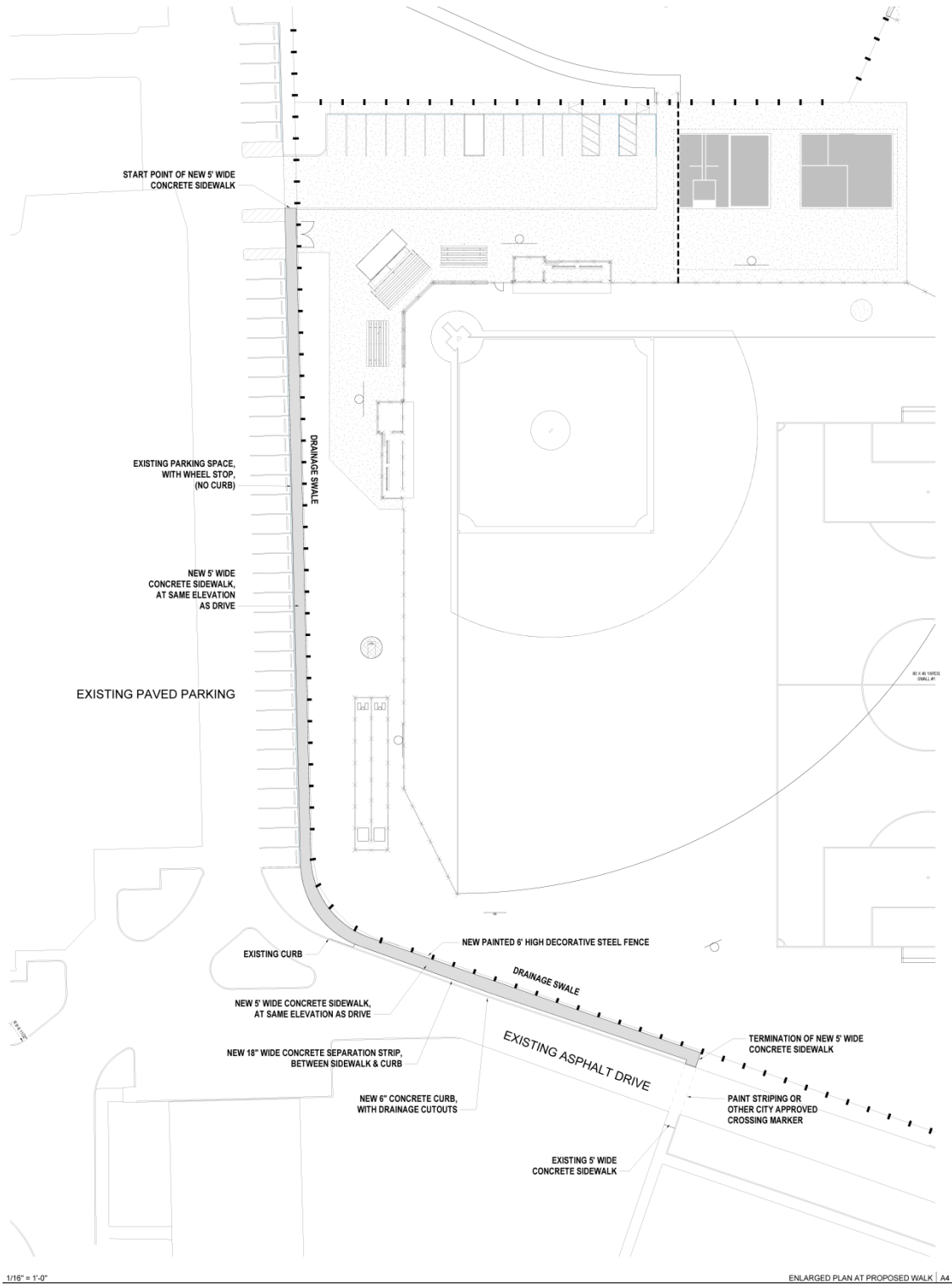
Date: _____

Date: _____

ATTEST:

Roxanne Benitez, City Secretary

EXHIBIT "A"



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

SBMSA Athletic Fields - Spring Branch Education Center

Kirksey
 ARCHITECTS

© 2015 Kirksey

ENLARGED SITE PLAN

SEE 10' REFERENCE
 SECTION 11-1000
 NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION
 2017011
 STEPHEN E. BARNAM
 10 JANUARY 2017

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

MEETING DATE: November 19, 2019

TOPIC: **Approval of Pay Estimate No. 5 for the Hilldale, Bade, and Cardwell Pavement and Utilities Improvements Project to Triple B Services, LLP in the Amount of \$177,069.50.**

BACKGROUND: This is the fifth Pay Estimate to be submitted by Triple B Services, L.L.P. for the Hilldale, Bade, and Cardwell Paving and Utility Improvements Project for work that was completed on the Project to date.

RECOMMENDATION: Tommy V. Cromer, P.E. with Binkley & Barfield has reviewed the pay estimate and recommends approval.

ATTACHMENTS: • Pay Estimate No. 5 Submitted By Triple B Services, L.L.P.

FUNDING ISSUES:

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

☒ Full amount already budgeted in Acct/Project# 25-50-7514

☐ 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# _____

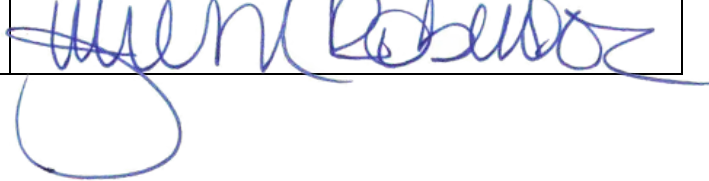
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Pat Riley, Public Works Director

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

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



November 5, 2019

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

RE: Pay Estimate No. 5
18-08021: Hilldale, Bade, and Cardwell Paving and Utility Improvements
BBI Job No. 170000241

Dear Ms. Benitez:

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

1. Triple B Services, L.L.P. – Pay Estimate No. 5

The amount of Pay Estimate No. 5 is \$177,069.50

95.11% Construction Time Expended

75.00% Construction Cost Expended

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

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

Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers

Tommy V. Cromer

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



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP

EXCAVATION

PAVING

UTILITIES

LETTER OF TRANSMITTAL

November 5, 2019

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

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

Liberty Mutual Surety 022-221-681

We are emailing and sending you:

tvc@binkleybarfield.com

SAAlbert@binkleybarfield.com

DAH@binkleybarfield.com

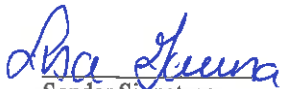
GOPSI99@AOL.com

Copies	Description
	Pay Estimate No. 5 Documents
1	▸ Cover Letter
2	▸ Estimate & Certification for Payment
2	▸ Pay Application No. 5
2	▸ Conditional Waiver and Release on Progress Payment
2	▸ Affidavit of Bills Paid

These are TRANSMITTED for payment.

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

Thank you, we appreciate your business!


Sender Signature

Receiver Signature

Date Received



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP

==

EXCAVATION

==

PAVING

==

UTILITIES

November 5, 2019

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

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

Liberty Mutual Surety 022-221-681

Dear Sir/Madam:

Enclosed, please find Triple B's Pay Estimate No. 5 documents payable in the amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND SIXTY-NINE and 50/100 DOLLARS (\$177,069.50). Enclosures include Estimate & Certification for Payment, Pay Application No. 5, Conditional Waiver and Release on Progress Payment and Affidavit of Bills Paid, in duplicate.

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

Best regards,

Lisa Gauna
Project Administrator

820 Old Atascocita Road • Huffman • Texas • 77336



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP ** EXCAVATION ** PAVING ** UTILITIES

ESTIMATE AND CERTIFICATION FOR PAYMENT

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

Liberty Mutual Surety 022-221-681

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

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

Estimate Number: 5
Invoice Number: 18-0802105
Estimate Cutoff Date: 10/31/2019
Date of Estimate: 10/31/2019

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

A. Contract Amount to Date:

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

B. Earnings to Date:

1. Previous Work Completed:		\$1,058,383.38
2. Work Completed This Period		\$196,743.89
3a. Materials Stored on Site	\$ 0.00	
3b. Materials Installed To Date	\$ 0.00	
3c. Total Materials Remaining on Site		\$ 0.00
	<u>Total Earnings:</u>	\$1,255,127.27

C. Reductions:

1. Retainage:	10.00% of \$1,255,127.27	\$125,512.73
	Total Payment Due:	\$1,129,614.54
	Less Previous Billings:	\$952,545.04
	<u>Total Amount Due This Estimate:</u>	\$177,069.50

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

Prepared by:

Donna M. Burke

Donna M. Burke - Senior Project Administrator

Date: November 5, 2019

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

Approved by:

Project Representative:

Tommy V. Cromer

Engineer: *Engineer's Project No*

Date:

Date: 11/5/2019



Pay Estimate

124

From:
Triple B Services, LLP
820 Old Atascocita Road
Houston, TX 77336

Invoice: 18-0802105
Date: 10/31/19
Application #: 5

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

Invoice Due Date: 11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total		Materials On-Site
										Completed And Stored To Date	%	
01	Mobilization - Fixed	L.S.	1.000	75,000.00	0.000	75,000.000000	0.00	1.000	75,000.00	75,000.00	100.00%	0.00
02	Furnish Performance and Payment Bonds and Insurance	L.S.	1.000	20,000.00	0.000	20,000.000000	0.00	1.000	20,000.00	20,000.00	100.00%	0.00
03	Furnish And Install Barricades, Traffic Control Signs And Traffic Handling, In Accordance With The Plans And Specifications	L.S.	1.000	17,500.00	0.250	17,500.000000	4,375.00	1.000	13,125.00	17,500.00	100.00%	0.00
04	Photographing and Videotaping of Project Limits prior to Construction, Complete-in-Place, In Accordance with the Plans and Specifications	L.S.	1.000	3,300.00	0.000	3,300.000000	0.00	1.000	3,300.00	3,300.00	100.00%	0.00
05	Furnish and Install Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	3,488.000	15,696.00	0.000	4.500000	0.00	0.000	0.00	0.00	0.00%	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.000	1,500.00	0.000	750.000000	0.00	2.000	1,500.00	1,500.00	100.00%	0.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Pavers, Mailboxes, Etc., In Accordance With Plans And Specifications	L.S.	1.000	40,000.00	0.250	40,000.000000	10,000.00	1.000	30,000.00	40,000.00	100.00%	0.00
08	Remove Tree 0 To 11.99"	EA	4.000	2,000.00	0.000	500.000000	0.00	4.000	2,000.00	2,000.00	100.00%	0.00
09	Remove Tree 12 To 29.99"	EA	4.000	4,000.00	0.000	1,000.000000	0.00	4.000	4,000.00	4,000.00	100.00%	0.00
10	Clearance Prune Tree	EA	57.000	7,125.00	0.000	125.000000	0.00	57.000	7,125.00	7,125.00	100.00%	0.00
11	Install Tree Protection Fence (up To 5,000 L.F.)	LF	3,000.000	13,500.00	0.000	4.500000	0.00	3,000.000	13,500.00	13,500.00	100.00%	0.00

Pay Estimate

From:
Triple B Services, LLP
820 Old Alascocila Road
Huffman, TX 77336

Invoice: 18-0802105
Date: 10/31/19
Application #: 5

125

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

Invoice Due Date: 11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total			Materials On-Site	
								Quantity JTD	Amount Previous	Completed And Stored To Date		
12	Install Root Pruning Trench	LF	1,105.000	8,177.00	0.000	7.40000	0.00	1,105.000	8,177.00	8,177.00	100.00%	0.00
13	Install Zero Curb Cutback	LF	92.000	1,150.00	0.000	12.50000	0.00	0.000	0.00	0.00	0.00%	0.00
14	Urban Forestry Monitoring	HRS	7.000	1,225.00	0.000	175.00000	0.00	2.000	350.00	350.00	28.57%	0.00
15	Furnish Flaggers, In Accordance With Plans And Specs.	L.S.	1.000	18,500.00	0.250	18,500.00000	4,625.00	1.000	13,875.00	18,500.00	100.00%	0.00
16	Remove And Dispose Of Old Concrete Pavement (All Depths), Complete-in-Place, In Accordance With The Plans And Specifications	SY	4,440.000	13,986.00	0.000	3.15000	0.00	4,440.000	13,986.00	13,986.00	100.00%	0.00
17	Remove And Dispose Of Old Concrete Driveways (All Depths), Complete-in-Place, In Accordance With The Plans And Specifications	SY	1,070.000	4,280.00	88.000	4.00000	352.00	853.000	3,060.00	3,412.00	79.72%	0.00
18	Removal Of Concrete Sidewalks, Complete In Place, In Accordance With The Plans And Specifications	SY	30.000	750.00	0.000	25.00000	0.00	30.000	750.00	750.00	100.00%	0.00
19	Remove And Dispose Of Old Concrete Curb Or Curb And Gutter, Complete-in-Place, In Accordance With The Plans And Specifications	LF	250.000	575.00	0.000	2.30000	0.00	250.000	575.00	575.00	100.00%	0.00
20	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815.000	31,668.75	500.000	11.25000	5,625.00	1,920.000	15,575.00	21,600.00	68.21%	0.00
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.000	2,208.75	0.000	4.75000	0.00	0.000	0.00	0.00	0.00%	0.00
22	Furnish And Install Temporary HMA/C (3-inch Black Base Detour Pavement, In Accordance With The Plans And Specs.	TON	64.000	10,560.00	0.000	165.00000	0.00	0.000	0.00	0.00	0.00%	0.00
23	Adjust Existing Manhole To New Grade, Complete-in-Place, In Accordance With The Plans And Specifications	EA	7.000	1,400.00	0.000	200.00000	0.00	0.000	0.00	0.00	0.00%	0.00
24	Adjust Existing Valve Box To Finished Grade, Complete-in-Place, In Accordance With The Plans And Specifications	EA	5.000	475.00	0.000	95.00000	0.00	0.000	0.00	0.00	0.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336

Invoice:

18-0802105
Date: 10/31/19
Application #: 5

126

To:

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

Invoice Due Date:

11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total				
								Quantity JTD	Amount Previous	Completed And Stored To Date	Materials On-Site %	
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,330.000	192,685.00	1,080.000	44.50000	48,060.00	1,080.000	0.00	48,060.00	24.94%	0.00
26	Furnish And Install 9" Fast Track Reinforced Concrete Pavement At I 10 Frontage Road	SY	20.000	5,000.00	0.000	250.00000	0.00	0.000	0.00	0.00	0.00%	0.00
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875.000	90,937.50	500.000	48.50000	24,250.00	500.000	0.00	24,250.00	26.67%	0.00
28	Prepare And Compact 6" Stabilized Subgrade, Complete-in-Place, In Accordance With The Plans And Specifications	SY	5,754.000	33,085.50	2,090.000	5.75000	12,017.50	2,090.000	0.00	12,017.50	36.32%	0.00
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52.000	4,160.00	0.000	80.00000	0.00	0.000	0.00	0.00	0.00%	0.00
30	Furnish Lime (3% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22.000	3,850.00	19.000	175.00000	3,325.00	19.000	0.00	3,325.00	86.36%	0.00
31	Furnish Lime (6% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications (Bade Street)	TON	53.000	9,275.00	0.000	175.00000	0.00	0.000	0.00	0.00	0.00%	0.00
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822.000	7,398.00	411.000	9.00000	3,699.00	411.000	0.00	3,699.00	50.00%	0.00
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	983.000	83,555.00	81.000	85.00000	6,885.00	81.000	0.00	6,885.00	8.24%	0.00
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	33.000	6,600.00	0.000	200.00000	0.00	33.000	6,600.00	6,600.00	100.00%	0.00

Pay Estimate

From:

Triple B Services, LLP
820 Old Atascocita Road
Houston, TX 77336

Invoice:

18-0802105
Date: 10/31/19
Application #: 5

127

To:

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

Invoice Due Date:

11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Completed		% On-Site
									Amount Previous	And Stored To Date	
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31.000	4,650.00	0.000	150.000000	0.00	0.000	0.00	0.00	0.00%
36	Furnish and Install Laydown Reinforced Concrete Curb, including Mitering Y and Drains, Complete-in-Place, In Accordance with the Plans and Specifications	LF	3,089.000	11,583.75	910.000	3.750000	3,412.50	910.000	0.00	3,412.50	29.46%
37	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	617.000	9,255.00	0.000	15.000000	0.00	617.000	9,255.00	9,255.00	100.00%
38	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	640.000	10,240.00	0.000	16.000000	0.00	640.000	10,240.00	10,240.00	100.00%
39	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	9.000	5,400.00	0.000	600.000000	0.00	9.000	5,400.00	5,400.00	100.00%
40	Remove And Dispose Of Existing Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.000	330.00	0.000	330.000000	0.00	1.000	330.00	330.00	100.00%
41	Furnish And Install 24" Safety End Treatment, Complete In Place In Accordance With The Plans And Specs	EA	1.000	1,500.00	0.000	1,500.000000	0.00	0.000	0.00	0.00	0.00%
42	Furnish and Install 18"x11" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.000	2,600.00	0.000	100.000000	0.00	26.000	2,600.00	2,600.00	100.00%
43	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	26.000	1,690.00	0.000	65.000000	0.00	26.000	1,690.00	1,690.00	100.00%
44	Furnish and Install 22"x14" RCA, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	370.000	38,850.00	0.000	105.000000	0.00	370.000	38,850.00	38,850.00	100.00%

Pay Estimate

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128

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

Invoice Due Date: 11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total				
								Quantity JTD	Amount Previous	Completed And Stored To Date	% Materials On-Site	
45	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,552.000	124,160.00	0.000	80.000000	0.00	1,552.000	124,160.00	124,160.00	100.00%	0.00
46	Furnish and Install 5'x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	610.000	183,000.00	0.000	300.000000	0.00	535.000	160,500.00	160,500.00	87.70%	0.00
47	Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	25,200.00	0.000	3,150.000000	0.00	8.000	25,200.00	25,200.00	100.00%	0.00
48	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	10.000	35,000.00	0.000	3,500.000000	0.00	10.000	35,000.00	35,000.00	100.00%	0.00
49	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	10,500.00	0.000	3,500.000000	0.00	3.000	10,500.00	10,500.00	100.00%	0.00
50	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	12.000	43,200.00	0.000	3,600.000000	0.00	12.000	43,200.00	43,200.00	100.00%	0.00
51	24" Inline Check Valve, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.000	47,000.00	0.000	11,750.000000	0.00	0.000	0.00	0.00	0.00%	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	2,497.000	24.97	0.000	0.010000	0.00	2,497.000	24.97	24.97	100.00%	0.00
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1.000	1,185.00	0.250	1,185.000000	296.25	1.000	888.75	1,185.00	100.00%	0.00
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance With The Plans And Specifications	EA	19.000	2,280.00	0.000	120.000000	0.00	0.000	0.00	0.00	0.00%	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	40.000	56.00	0.000	1.400000	0.00	40.000	56.00	56.00	100.00%	0.00

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Triple B Services, LLP
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29

To:

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

Invoice Due Date:

11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Completed		%	Materials On-Site
								Quantity JTD	Amount Previous		
56	Portable Concrete Truck Washout Structures	L.S.	2.000	830.00	0.000	415.000000	0.00	2.000	830.00	100.00%	0.00
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.000	19,035.00	0.000	81.000000	0.00	235.000	19,035.00	100.00%	0.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.000	105,675.00	0.000	75.000000	0.00	1,409.000	105,675.00	100.00%	0.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	2,445.00	0.000	815.000000	0.00	3.000	2,445.00	100.00%	0.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	9,600.00	0.000	1,200.000000	0.00	8.000	9,600.00	100.00%	0.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.000	600.00	0.000	150.000000	0.00	4.000	600.00	100.00%	0.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Intc, incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.000	8,490.00	0.000	4,245.000000	0.00	2.000	8,490.00	100.00%	0.00

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130

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Invoice Due Date: 11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Completed		%	Materials On-Site
										And Stored To Date			
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6.000	2,250.00	0.000	375.000000	0.00	6.000	2,250.00	2,250.00	100.00%		0.00
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.000	400.00	0.000	400.000000	0.00	1.000	400.00	400.00	100.00%		0.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.000	330.00	0.000	165.000000	0.00	2.000	330.00	330.00	100.00%		0.00
66	Relocate Fire Hydrant, Complete In Place In Accordance With The Plans And Specs.	EA	2.000	1,260.00	0.000	630.000000	0.00	2.000	1,260.00	1,260.00	100.00%		0.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.000	3,580.00	0.000	3,580.000000	0.00	1.000	3,580.00	3,580.00	100.00%		0.00
68	Adjust Valve Boxes To Finish Grade, Complete In Place, In Accordance With The Plans And Specs	EA	3.000	315.00	0.000	105.000000	0.00	0.000	0.00	0.00	0.00%		0.00
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33.000	22,275.00	0.000	675.000000	0.00	33.000	22,275.00	22,275.00	100.00%		0.00
70	Furnish and Install 1" Single Short Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15.000	5,250.00	0.000	350.000000	0.00	30.000	10,500.00	10,500.00	200.00%		0.00
71	Furnish and Install 1" Single Long Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	14.000	19,110.00	0.000	1,365.000000	0.00	28.000	38,220.00	38,220.00	200.00%		0.00
72	Remove and Dispose of 8" Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	2,618.00	0.000	15.400000	0.00	170.000	2,618.00	2,618.00	100.00%		0.00

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131

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Invoice Due Date: 11/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Total			Materials On-Site	
								Quantity JTD	Amount Previous	Completed And Stored To Date		%
73	Furnish and Install 8" Sanitary Sewer, All Depths, Open-Cut Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	7,097.50	170.000	41.75000	7,097.50	170.000	0.00	7,097.50	100.00%	0.00
74	Remove Existing Sanitary Sewer Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	2,010.00	0.000	670.00000	0.00	3.000	2,010.00	2,010.00	100.00%	0.00
75	Furnish and Install Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.000	8,820.00	3.000	2,940.00000	8,820.00	3.000	0.00	8,820.00	100.00%	0.00
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.000	4,060.00	29.000	140.00000	4,060.00	29.000	0.00	4,060.00	100.00%	0.00
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.000	4,480.00	4.000	560.00000	2,240.00	4.000	0.00	2,240.00	50.00%	0.00
78	Service Reconnection with or without Stack by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	EA	29.000	8,990.00	29.000	310.00000	8,990.00	29.000	0.00	8,990.00	100.00%	0.00
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1.000	6,515.00	1.000	6,515.00000	6,515.00	1.000	0.00	6,515.00	100.00%	0.00
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	1.70	170.000	0.01000	1.70	170.000	0.00	1.70	100.00%	0.00
81	Off Duty Uniformed Police Officer As Directed By The Owner's Representative	HRS	200.000	10,660.00	0.000	53.30000	0.00	0.000	0.00	0.00	0.00%	0.00

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Completed			% On-Site
								Quantity JTD	Amount Previous	And Stored To Date	
82	Pot Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place. In Accordance with Plans and Specifications	EA	5.000	2,950.00	0.000	590.00000	0.00	5.000	2,950.00	2,950.00	100.00%
83	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910.000	25,935.00	0.000	28.50000	0.00	0.000	0.00	0.00	0.00%
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1.000	2,370.00	0.000	2,370.00000	0.00	0.000	0.00	0.00	0.00%
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	2,370.00	0.000	11.85000	0.00	0.000	0.00	0.00	0.00%
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	3,550.00	0.000	17.75000	0.00	0.000	0.00	0.00	0.00%
87	Furnish Construction Materials Testing, In Accordance With The Plans And Specifications - Fixed	LS.	1.000	70,000.00	0.250	70,000.00000	17,500.00	1.000	52,500.00	70,000.00	100.00%
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS.	1.000	20,682.00	0.000	20,682.00000	0.00	0.000	0.00	0.00	0.00%
1001	Mobilization and Demobilization To Job Site for Utility Crew	LS.	1.000	3,600.00	0.000	3,600.00000	0.00	1.000	3,600.00	3,600.00	100.00%
1002	Additional Cost For Exploration Work (Utility Locates)	EA	10.000	5,900.00	0.000	590.00000	0.00	10.000	5,900.00	5,900.00	100.00%
1003	Building Of New Survey Model	LS.	1.000	1,840.00	0.000	1,840.00000	0.00	1.000	1,840.00	1,840.00	100.00%
1005	Temporary 2-inch Thick Type D HMA C Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.660	51,660.19	0.000	27.44000	0.00	1,882.660	51,660.19	51,660.19	100.00%
1006	Install 1 1/2" Water Service Line	EA	1.000	2,245.08	0.000	2,245.08000	0.00	1.000	2,245.08	2,245.08	100.00%
1007	Remove Temporary Detour and Dispose of Off Site	SY	1,882.660	13,950.51	0.000	7.41000	0.00	0.000	0.00	0.00	0.00%

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

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										And Stored	To Date	
1008	Traffic Control and Barricades During 45 Day Suspension	MOS	1.500	2,777.39	0.000	1,851.59000	0.00	1.500	2,777.39	2,777.39	100.00%	0.00
1009	5'X3' RCB Box Deleted From Job But Was Already Approved and Manufactured By Forterra Pipe and Precast	LF	75.400	14,597.44	75.400	193.60000	14,597.44	75.400	0.00	14,597.44	100.00%	0.00
2001	10" Waterline Offset	L.S.	1.000	4,000.00	0.000	4,000.00000	0.00	1.000	4,000.00	4,000.00	100.00%	0.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Liberty Mutual Surety 022-221-681

On receipt by the signer of this document of a check from City of Spring Valley Village in the sum of ONE HUNDRED SEVENTY-SEVEN THOUSAND SIXTY-NINE and 50/100 DOLLARS (\$177,069.50), to Triple B Services, LLP and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property to the following extent: Hilldale, Bade & Cardwell Paving and Utility Improvements .

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

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

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

Date: November 5, 2019

Triple B Services, LLP

Donna M. Burke

By:

Sr. Project Administrator

STATE OF TEXAS

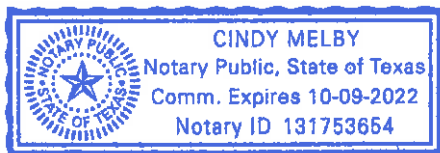
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§

COUNTY OF HARRIS

§

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



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

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

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

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

Liberty Mutual Surety 022-221-681

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

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

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

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

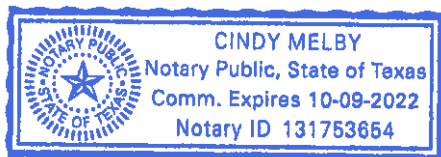
Date: November 5, 2019

Triple B Services, LLP

By: *Donna M. Burke*
Sr. Project Administrator

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



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

Maria Vera

From: Keith Elkins <keith@projectsurveillance.com>
Sent: Monday, November 4, 2019 4:52 PM
To: Maria Vera
Subject: Re: FW: Hilddale Pay App Quantities

Approved

Thanks
Keith

On Fri, Nov 1, 2019 at 4:33 PM Maria Vera <maria@triplebservices.com> wrote:

Good afternoon Keith,

I am the new Project Manager for Hilddale. I gave you a call yesterday to introduce myself and discuss the pay app but didn't get a hold of you. I have attached the quantities for the October Pay Application which is due on the 5th of the month. Would you please review at your earliest convenience and let me know if you approve or if you have any questions. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | [820 Old Atascocita Road Huffman, Tx 77336](https://www.triplebservices.com)

832-465-0354 | e maria@TripleBServices.com



Since 1996

October 208

Hilldale, Bade & Cardwell Paving and Utility Improvements

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Unit	Prev Billed Amt	% Complete
1		LS	0.00	0.00	\$ 0.00		0.00	0.00	0.00
01	Mobilization - Fixed	LS	1.00	75,000.00	\$ 75,000.00		1.00	75,000.00	100.00
02	Furnish Performance and Payment Bonds and Insurance	LS	1.00	20,000.00	\$ 20,000.00		1.00	20,000.00	100.00
03	Furnish And Install Barricades, Traffic Control Signs And Traffic Handling, In Accordance With The Plans And Specifications	LS	1.00	17,500.00	\$ 17,500.00	0.25	0.75	13,125.00	75.00
04	Photographing and Videotaping of Project Limits prior to Construction, Complete-In-Place, In Accordance with the Plans and Specifications	LS	1.00	3,300.00	\$ 3,300.00		1.00	3,300.00	100.00
05	Furnish and Install Sodding, Complete-In-Place, In Accordance with the Plans and Specifications	SY	3,488.00	4.50	\$ 15,696.00		0.00	0.00	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.00	750.00	\$ 1,500.00		2.00	1,500.00	100.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Pavers, Mailboxes, Etc., In Accordance With Plans And Specifications	LS	1.00	40,000.00	\$ 40,000.00	0.25	0.75	30,000.00	75.00
08	Remove Tree 0 To 11.99"	EA	4.00	500.00	\$ 2,000.00		4.00	2,000.00	100.00
09	Remove Tree 12 To 29.99"	EA	4.00	1,000.00	\$ 4,000.00		4.00	4,000.00	100.00
10	Clearance Prune Tree	EA	57.00	125.00	\$ 7,125.00		57.00	7,125.00	100.00
11	Install Tree Protection Fence (up To 5,000 L.F.)	LF	3,000.00	4.50	\$ 13,500.00		3,000.00	13,500.00	100.00
12	Install Root Pruning Trench	LF	1,105.00	7.40	\$ 8,177.00		1,105.00	8,177.00	100.00
13	Install Zero Curb Cutback	LF	92.00	12.50	\$ 1,150.00		0.00	0.00	0.00
14	Urban Forestry Monitoring	HRS	7.00	175.00	\$ 1,225.00		2.00	350.00	28.57
15	Furnish Ploggers, In Accordance With Plans And Specs.	LS	1.00	18,500.00	\$ 18,500.00	0.25	0.75	13,875.00	75.00
16	Remove And Dispose Of Old Concrete Pavement (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	4,440.00	3.15	\$ 13,986.00		4,440.00	13,986.00	100.00
17	Remove And Dispose Of Old Concrete Driveways (All Depths), Complete-In-Place, In Accordance With The Plans And Specifications	SY	1,070.00	4.00	\$ 4,280.00	88	765.00	3,060.00	71.50
18	Removal Of Concrete Sidewalks, Complete In Place, In Accordance With The Plans And Specifications	SY	30.00	25.00	\$ 750.00		30.00	750.00	100.00
19	Remove And Dispose Of Old Concrete Curb Or Curb And Gutters, Complete-In-Place, In Accordance With The Plans And Specifications	LF	250.00	2.30	\$ 575.00		250.00	575.00	100.00
20	Roadway Excavation Including Stripping, Complete-In-Place, In Accordance with the Plans and Specifications	CY	2,815.00	11.25	\$ 31,668.75	500	1,420.00	15,975.00	50.44
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.00	4.75	\$ 2,208.75		0.00	0.00	0.00

Pay Estimate Cutoff

5th

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Qty	Prev Billed Amt	% Complete
22	Furnish And Install Temporary HMA(3-inch Black Base Detour Pavement, In Accordance With The Plans And Specs.	TON	64.00	165.00	\$ 10,560.00		0.00	0.00	0.00
23	Adjust Existing Manhole To New Grade, Complete-In-Place, In Accordance With The Plans And Specifications	EA	7.00	200.00	\$ 1,400.00		0.00	0.00	0.00
24	Adjust Existing Valve Box To Finished Grade, Complete-In-Place, In Accordance With The Plans And Specifications	EA	5.00	95.00	\$ 475.00		0.00	0.00	0.00
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-In-Place, In Accordance with the Plans and Specifications	SY	4,330.00	44.50	\$ 192,685.00	1,080.00	0.00	0.00	0.00
26	Furnish And Install 9" Fast Track Reinforced Concrete Pavement At 110 Frontage Road	SY	20.00	250.00	\$ 5,000.00		0.00	0.00	0.00
27	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-In-Place, In Accordance with the Plans and Specifications (Cardwell Drive and Intersections)	SY	1,875.00	48.50	\$ 90,937.50	500.00	0.00	0.00	0.00
28	Prepare And Compact 6" Stabilized Subgrade, Complete-In-Place, In Accordance With The Plans And Specifications	SY	5,754.00	5.75	\$ 33,085.50	2,090.00	0.00	0.00	0.00
29	Furnish 7% Fly Ash, Complete-In-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52.00	80.00	\$ 4,160.00		0.00	0.00	0.00
30	Furnish Lime (3% by Dry Weight), Complete-In-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22.00	175.00	\$ 3,850.00	19.00	0.00	0.00	0.00
31	Furnish Lime (6% by Dry Weight), Complete-In-Place, In Accordance with the Plans and Specifications (Bald Street)	TON	53.00	175.00	\$ 9,275.00		0.00	0.00	0.00
32	Prepare and Compact 6" Portland Cement Stabilized Subgrade, Complete-In-Place, In Accordance with the Plans and Specifications (Cardwell Drive)	SY	822.00	9.00	\$ 7,398.00	411	0.00	0.00	0.00
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-In-Place, In Accordance with the Plans and Specifications	SY	983.00	85.00	\$ 83,555.00	81	0.00	0.00	0.00
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	33.00	200.00	\$ 6,600.00		33.00	6,600.00	100.00
35	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-In-Place, In Accordance with the Plans and Specifications (Front Door Walk Way)	SY	31.00	150.00	\$ 4,650.00		0.00	0.00	0.00
36	Furnish and Install Laydown Reinforced Concrete Curb, Including Mitering Yard Drains, Complete-In-Place, In Accordance with the Plans and Specifications	LF	3,089.00	3.75	\$ 11,583.75	910	0.00	0.00	0.00
37	Remove and Dispose of Existing 18" Pipe, Complete-In-Place, In Accordance with the Plans and Specifications	LF	617.00	15.00	\$ 9,255.00		617.00	9,255.00	100.00
38	Remove and Dispose of Existing 24" Pipe, Complete-In-Place, In Accordance with the Plans and Specifications	LF	640.00	16.00	\$ 10,240.00		640.00	10,240.00	100.00

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Pay Estimate Cutoff

5th

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
39	Remove and Dispose of Existing Grate Inlet, Complete-In-Place, In Accordance with the Plans and Specifications	EA	9.00	600.00	\$ 3,400.00		9.00	5,400.00	100.00
40	Remove And Dispose Of Existing Safety End Treatment Complete In Place In Accordance With The Plans And Specs	EA	1.00	330.00	\$ 330.00		1.00	330.00	100.00
41	Furnish And Install 24" Safety End Treatment Complete In Place In Accordance With The Plans And Specs	EA	1.00	1,500.00	\$ 1,500.00		0.00	0.00	0.00
42	Furnish and Install 18"x11" RCA, All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	26.00	100.00	\$ 2,600.00		26.00	2,600.00	100.00
43	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	26.00	65.00	\$ 1,690.00		26.00	1,690.00	100.00
44	Furnish and Install 22"x14" RCA, All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	370.00	105.00	\$ 38,850.00		370.00	38,850.00	100.00
45	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	1,552.00	80.00	\$ 124,160.00		1,552.00	124,160.00	100.00
46	Furnish and Install 5"x3' RCB, All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	610.00	300.00	\$ 183,000.00		535.00	160,500.00	87.70
47	Furnish and Install Grate Inlet, Complete-In-Place, In Accordance with the Plans and Specifications	EA	8.00	3,150.00	\$ 25,200.00		8.00	25,200.00	100.00
48	Furnish and Install Type 'C' Inlet, Complete-In-Place, In Accordance with the Plans and Specifications	EA	10.00	3,500.00	\$ 35,000.00		10.00	35,000.00	100.00
49	Furnish and Install Type 'B-B' Inlet, Complete-In-Place, In Accordance with the Plans and Specifications	EA	3.00	3,500.00	\$ 10,500.00		3.00	10,500.00	100.00
50	Furnish and Install Storm Manhole, Complete-In-Place, In Accordance with the Plans and Specifications	EA	12.00	3,600.00	\$ 43,200.00		12.00	43,200.00	100.00
51	24" Inline Check Valve, Complete-In-Place, In Accordance with the Plans and Specifications	EA	4.00	11,750.00	\$ 47,000.00		0.00	0.00	0.00
52	Trench Safety System Construction of Storm Sewer, Complete-In-Place, In Accordance with the Plans and Specifications	LF	2,497.00	0.01	\$ 24.97		2,497.00	24.97	100.00
53	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	1.00	1,185.00	\$ 1,185.00	0.25	0.75	888.75	75.00
54	Furnish And Install Inlet Protection Barrier (Stage II), Complete-In-Place, In Accordance With The Plans And Specifications	EA	19.00	120.00	\$ 2,280.00		0.00	0.00	0.00
55	Furnish and Install Reinforced Filter Fabric Fence, Complete-In-Place, In Accordance with the Plans and Specifications	LF	40.00	1.40	\$ 56.00		40.00	56.00	100.00
56	Portable Concrete Track Washout Structures	LS	2.00	415.00	\$ 830.00		2.00	830.00	100.00

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Unit	Prev Billed Amt	% Complete
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, Including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.00	81.00	\$ 19,035.00		235.00	19,035.00	100.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, Including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.00	75.00	\$ 105,675.00		1,409.00	105,675.00	100.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C609 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3.00	815.00	\$ 2,445.00		3.00	2,445.00	100.00
60	Furnish and Install 8" Gate Valve with Box, AWWA C609 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8.00	1,200.00	\$ 9,600.00		8.00	9,600.00	100.00
61	Furnish and Install 6" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4.00	150.00	\$ 600.00		4.00	600.00	100.00
62	Furnish and Install Fire Hydrant Assembly, AWWA C502, Mechanical Joint Inlet, Incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	4,245.00	\$ 8,490.00		2.00	8,490.00	100.00
63	Cut, Plug, and Abandon Existing 6" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6.00	375.00	\$ 2,250.00		6.00	2,250.00	100.00
64	Cut, Plug, and Abandon Existing 8" Waterline, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	400.00	\$ 400.00		1.00	400.00	100.00
65	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2.00	165.00	\$ 330.00		2.00	330.00	100.00
66	Relocate Fire Hydrant, Complete in Place in Accordance With The Plans And Spec.	EA	2.00	630.00	\$ 1,260.00		2.00	1,260.00	100.00
67	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1.00	3,580.00	\$ 3,580.00		1.00	3,580.00	100.00
68	Adjust Valve Boxes To Finish Grade, Complete in Place, In Accordance With The Plans And Spec	EA	3.00	105.00	\$ 315.00		0.00	0.00	0.00
69	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	33.00	675.00	\$ 22,275.00		33.00	22,275.00	100.00
70	Furnish and Install 1" Single Short Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15.00	350.00	\$ 5,250.00		30.00	10,500.00	200.00
71	Furnish and Install 1" Single Long Service Replacement Incl. Reconnect to Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	14.00	1,365.00	\$ 19,110.00		28.00	38,220.00	200.00

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Pay Estimate Cutoff

5th

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
72	Remove and Dispose of 8" Existing Sanitary Sewer, All Depths, Complete-In-Place, In Accordance with the Plans and Specifications	LF	170.00	15.40	\$ 2,618.00		170.00	2,618.00	100.00
73	Furnish and Install 8" Sanitary Sewer, All Depths, Open-Cut Construction, Complete-In-Place, In Accordance with the Plans and Specifications	LF	170.00	41.75	\$ 7,097.50	170.00	0.00	0.00	0.00
74	Remove Existing Sanitary Sewer Manhole, Complete-In-Place, In Accordance with the Plans and Specifications	EA	3.00	670.00	\$ 2,010.00		3.00	2,010.00	100.00
75	Furnish and Install Manhole, Complete-In-Place, In Accordance with the Plans and Specifications	EA	3.00	2,940.00	\$ 8,820.00	3.00	0.00	0.00	0.00
76	Furnish and Install Sanitary Sewer Cleanout on Service Line at ROW, Complete-In-Place, In Accordance with the Plans and Specifications	EA	29.00	140.00	\$ 4,060.00	29.00	0.00	0.00	0.00
77	Adjust/Reset Manhole with New Frame and Cover, Including Height Adjustment within One Vertical Foot, Complete-In-Place, In Accordance with the Plans and Specifications	EA	8.00	560.00	\$ 4,480.00	4.00	0.00	0.00	0.00
78	Service Reconnection with or without Stack by Excavation, Complete-In-Place, In Accordance with the Plans and Specifications	EA	29.00	310.00	\$ 8,990.00	29.00	0.00	0.00	0.00
79	Furnish By-Pass Pumping, Complete-In-Place, In Accordance with the Plans and Specifications	LS	1.00	6,515.00	\$ 6,515.00	1.00	0.00	0.00	0.00
80	Trench Safety System as Required for Pipe Point Repair and Service Reconnection by Excavation, Complete-In-Place, In Accordance with the Plans and Specifications	LF	170.00	0.01	\$ 1.70	170	0.00	0.00	0.00
81	Off Duty Uniformed Police Officer As Directed By The Owner's Representative	HRS	200.00	53.30	\$ 10,660.00		0.00	0.00	0.00
82	Pot Hole for Utility Investigation as Directed by the Engineer, Complete-In-Place, In Accordance with Plans and Specifications	EA	5.00	590.00	\$ 2,950.00		5.00	2,950.00	100.00
83	Well Pointing System as Directed by the Owner's Representative, Complete-In-Place, In Accordance with the Plans and Specifications	LF	910.00	28.50	\$ 25,935.00		0.00	0.00	0.00
84	Extra Ductile Iron Fittings (Any Size), Complete-In-Place, In Accordance with the Plans and Specifications	TON	1.00	2,370.00	\$ 2,370.00		0.00	0.00	0.00
85	Extra Machine Excavation as Directed by the Engineer, Complete-In-Place, In Accordance with the Plans and Specifications	CY	200.00	11.85	\$ 2,370.00		0.00	0.00	0.00
86	Extra Hand Excavation as Directed by the Engineer, Complete-In-Place, In Accordance with the Plans and Specifications	CY	200.00	17.75	\$ 3,550.00		0.00	0.00	0.00
87	Furnish Construction Materials Testing, In Accordance with The Plans And Specifications - Fixed	LS	1.00	70,000.00	\$ 70,000.00	0.25	0.75	52,500.00	75.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS	1.00	20,682.00	\$ 20,682.00		0.00	0.00	0.00

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Pay Estimate Cutoff

5th

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

MEETING DATE: November 19, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE CHANGE TO THE ORIGINAL TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PROJECT SURVEILLANCE, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HILDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; 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:	Project Surveillance Inc. (PSI) has requested to add additional 100 hours for inspection services above the original approved contract amount for the Hildale, Bade, and Cardwell Paving and Utility Improvement Project. The requested hours are due to the referenced project experiencing delays at the beginning of the project due to conflicts in design, contractor demobilizing, and weather. In order to continue inspection services to completion of the project, PSI is requesting an additional 100 hours at \$70 per hour, totaling \$7,000. The original budget approved contract amount was \$35,560. If the proposed resolution is approved, the new total contract amount will be \$42,560.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	- Resolution Number 19-XX - Request from Project Surveillance Inc. dated October 15, 2019
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	

ACTIONS TAKEN

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

SUBMITTING STAFF MEMBER: Pat Riley, Public Works Director	CITY ADMINISTRATOR APPROVAL:
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE CHANGE TO THE ORIGINAL TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PROJECT SURVEILLANCE, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HILDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; 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 proposed Change to the Agreement by and between the City of Spring Valley Village, Texas and Project Surveillance, Inc. for a net increase to the overall contract of \$7,000.00 due to conflicts in design, contractor demobilizing, and weather, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to approve the addition of the requested hours from the original contract between Spring Valley Village & Project Surveillance, Inc. that the actions of the City Administrator in executing the change should be ratified in all respects.

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 increase, in the amount of \$7,000.00, 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 this change 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 this change as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution.

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

EXHIBIT "A"

TO

RESOLUTION NUMBER 19-XX

October 15, 2019

Mr. Pat Riley
Public Works Director
Spring Valley Village
1025 Campbell Rd
Houston, TX 77055

Re: Spring Valley Village
Hilldale, Bade, and Cardwell, Paving & Utility Improvements
Request for approval of additional hours for Site Representative

Dear Mr. Riley,

As you may be aware, the referenced project has experienced delays due to conflicts in design, contractor demobilizing, and weather. In order to continue our services to completion of the project, we are requesting an additional 100 hours.

Please see the attached summary of issues encountered on the project.

Original Budget approved:	508 hours at \$70 / hour, total \$35,560
Additional Hours requested:	100 hours at \$70 / hour, total \$ 7,000
Total Budget Proposed:	608 hours at \$70 / hour, TOTAL \$42,560

Upon approval, please sign below and return to our office via email. If you have any questions or require additional information, please let us know.

Sincerely,



Brian Cunningham
Director of Operations

Approved: _____ Date: _____

9822 Whithorn Dr. Suite A – Houston, Texas 77095 – PH: 281-856-0700 – Fax: 281-856-8777
e-mail: office@projectsurveillance.com – www.ProjectSurveillance.com

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

10\01\2019
thru 10\31\2019

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	23
22	ALARM	54
23	AMBULANCE CALL	17
24	ANIMAL CALL	4
43	ASSIST OUTSIDE AGENCY	9
135	BUSINESS CHECK	308
48	CITY CREW REPAIRS	3
49	CIVIL MATTER	2
53	DEBRIS IN ROADWAY	4
54	DECEASED PERSON	1
60	FIRE CALL	2
62	FOUND PROPERTY	2
65	GAS LEAK	1
68	HOUSE CHECK	209
70	INFORMATION	37
71	INVESTIGATION	17
76	LOUD NOISE	6
80	MISSING PERSON	1
81	OPEN DOOR	5
86	PUBLIC RELATIONS	81
90	REPOSSESSED VEHICLE	1
119	RUNAWAY	1
96	SOLICITOR	3
99	STALLED VEHICLE	34
141	STORED/ ABANDONED VEHICLE	1
103	SUSPICIOUS ACTIVITY	10
104	SUSPICIOUS PERSON	15
105	SUSPICIOUS VEHICLE	37
108	TRAFFIC CONTROL	3
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	323
111	VEHICLE BLOCKING ROADWAY	8
112	VEHICLE CHECK	12
123	VEHICLE MAINTENANCE	1
116	WATER LEAK	1
117	WELFARE CONCERN	8
Total		1,246

Spring Valley Village, TX PD

Oct 1, 2019 - Oct 31, 2019

Citation Violation Audit By Offense

Total Charges: **456**

Description	Counts
CHANGED LANE WHEN UNSAFE	2
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
CONSTRUCTION REGULATIONS OBSTRUCTIONS TO TRAFFIC	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	24
DEFECTIVE EQUIPMENT-NO FLAGS ON EXTENDED LOAD	1
DEFECTIVE HEAD LAMPS	44
DEFECTIVE HEAD LIGHTS	9
DEFECTIVE STOP LAMP(S)	14
DEFECTIVE STOP LIGHTS-TRAILER	2
DEFECTIVE TAIL LAMP(S)	11
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	1
DISPLAY/ EXPIRED REGISTRATION	30
DISREGARD LANE CONTROL SIGNAL/DEVICE	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	1
DRIVING WITHOUT ANY LICENSE	2
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	21
EXPIRED DRIVERS LICENSE	4
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	3
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	20
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	12
FAIL TO REPORT CHANGE OF ADDRESS	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	7
FAILED TO DIM HEADLIGHTS - MEETING	16
FAILED TO DRIVE IN A SINGLE LANE	3
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	2

CONFIDENTIAL

Spring Valley Village, TX PD

Oct 1, 2019 - Oct 31, 2019

Citation Violation Audit By Offense

Total Charges: **456**

Description	Counts
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	5
ILLEGAL LEFT/RIGHT TURN WHERE PROHIBITED	1
ILLEGAL PARKING - NO PARKING ANY TIME	3
ILLEGAL PARKING - PARKING IN PRIVILEGED	1
ILLEGAL USE OF CELLULAR PHONE IN SCHOOL ZONE	1
IMPEDING TRAFFIC	1
NO DRIVERS LICENSE	36
NO FRONT LICENSE PLATE	1
NO SEAT BELT - DRIVER	3
OBSTRUCTION OF STOP SIGN	1
OPEN CONTAINER	1
PARKED FACING TRAFFIC	17
PASSING AUTHORIZED EMERGENCY VEHICLE	2
RAN RED LIGHT	28
RAN STOP SIGN	36
SPEEDING >10% ABOVE POSTED LIMIT	51
SPEEDING IN SCHOOL ZONE	28
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
	1

MONTHLY K-9 REPORT

FOR THE MONTH OF: Oct-19

MOYER, NABORS

FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE	93
OUTSIDE AGENCY	1

K-9 APPREHENSIONS

0

NARCOTICS CASES

1

PUBLIC RELATIONS EVENT

21

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

MEETING DATE: November 19, 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 CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On September 28, 2018, City Council as a part of the regular budget process approved a budget for the AMI Project of \$1,008,084.00 ("Original Project Budget Amount").

The City of Spring Valley Village entered into a contract on January 22, 2019, with Ferguson Enterprises, Inc. ("Ferguson") to install 2,305 meters for \$945,951.00 ("Original Project Contract Amount"). Therefore, the Project Budget Amount included contingency funds of \$62,133.00 for the AMI Project.

Within the past couple of months, Staff was advised by Ferguson that the Original Contract Price of \$945,951.00 only covered of "like for like" work. This means anytime Ferguson did anything other than pull out the old meter and put in the new meter, they charged extra for "additional work". This additional work included Box Resets, Re-Plumbing, Lid Swaps, and excessive digging and was not included in the contract price. The total cost over the course of the AMI Project for all of this additional work is \$72,332.00.

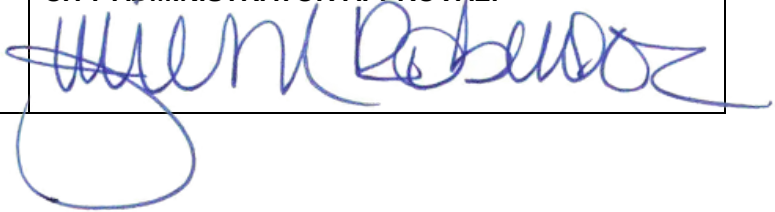
Original Project Budget Amount	Original Project Contract Amount	Change Order No. 1	Revised Project Budget Amount	New Project Contract Amount
\$1,008,084.00	\$945,951.00	\$72,332.00	\$1,018,273.00	\$1,018,273.00

If approved, Change Order No. 1 will increase the Original Project Contract Amount by \$72,322.00 to a new total of \$1,018,273.00. Change Order No. 1 would utilize the entirety of the contingency funds contained in the Original Project Budget Amount and requires an additional \$10,189.00 in funding. The additional \$10,189.00 can be funded from the Utility Fund Fund Balance and would be included as part of the City's FY 2020 Budget Amendment.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

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

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# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$10,189.00 from unassigned fund balance will be used and added to Acct/Project# _20-60-7004_ ☐ \$_____ 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 ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC. FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 1 to the Agreement by and between the City of Spring Valley Village, Texas and Ferguson Enterprises, Inc. for the Supply and Installation of AMI Fixed Based Meter Reading System, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 1 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 Change Order Number 1 and any and all documents necessary to effectuate such Change Order Number 1 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 Change Order Number 1, 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 Change Order Number 1 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 Change Order Number 1 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 1.

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

APPLICATION FOR PAYMENT - ADDITIONAL ITEMS (outside of Contract dated 2/12/2019)

FERGUSON ENTERPRISES, INC.
15711 Eastex Freeway
Humble, TX 77396

APPLICATION NO: 5 - REVISED
APPLICATION DATE: 11/4/2019
PERIOD: 9/16/2019 - 10/15/2019

CITY OF SPRING VALLEY VILLAGE
ATTN: Matthew Hitt
1025 Campbell Rd
Houston, TX 77055

A ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UNIT PRICE	E = C X D TOTAL SCHEDULED VALUE	F = G X D				H = I X D				J = F + H		K = J X D	
					FROM PREVIOUS APPLICATIONS		THIS PERIOD		TOTAL TO-DATE							
					Quantity	Total Dollars	Quantity	Total Dollars	Quantity	Total Dollars	Quantity	Total Dollars	Quantity	Total Dollars	Quantity	Total Dollars
21A	MINode DC Repeater - Pole Mount	TBD	\$1,400.00	\$0.00	1	\$1,400.00		\$0.00	1	\$1,400.00		\$0.00	1	\$1,400.00		\$0.00
21B	Labor to install MINode DC Repeater	TBD	\$1,500.00	\$0.00	1	\$1,500.00		\$0.00	1	\$1,500.00		\$0.00	1	\$1,500.00		\$0.00
22	2" MVR Vertical Turbine Meter w/ MINode	TBD	\$927.00	\$0.00	2	\$1,854.00		\$0.00	2	\$1,854.00		\$0.00	2	\$1,854.00		\$0.00
23	1 1/2" PD Meter w/ MINode	TBD	\$563.00	\$0.00	1	\$563.00		\$0.00	1	\$563.00		\$0.00	1	\$563.00		\$0.00
24	2" PD Meter w/ MINode	TBD	\$608.00	\$0.00	4	\$2,432.00		\$0.00	4	\$2,432.00		\$0.00	4	\$2,432.00		\$0.00
25	4" MVR Vertical Turbine Meter w/ MINode	TBD	\$2,078.00	\$0.00	2	\$4,156.00		\$0.00	2	\$4,156.00		\$0.00	2	\$4,156.00		\$0.00
26	MINode Radios - Single Port	TBD	\$155.00	\$0.00	6	\$930.00		\$0.00	6	\$930.00		\$0.00	6	\$930.00		\$0.00
27	Labor - Plastic lid cut	TBD	\$6.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00		\$0.00	0	\$0.00		\$0.00
28	Labor - Lid swap	TBD	\$8.00	\$0.00	294	\$2,352.00		\$0.00	294	\$2,352.00		\$0.00	294	\$2,352.00		\$0.00
29	Labor - Reset/Replace meter box	TBD	\$80.00	\$0.00	260	\$20,800.00		\$0.00	260	\$20,800.00		\$0.00	260	\$20,800.00		\$0.00
30	Labor - Hourly charge for out-of-scope plumbing repairs	TBD	\$125.00	\$0.00	22	\$2,750.00		\$0.00	22	\$2,750.00		\$0.00	22	\$2,750.00		\$0.00
31	Labor - Changeout 3/4" valve	TBD	\$75.00	\$0.00	3	\$225.00		\$0.00	3	\$225.00		\$0.00	3	\$225.00		\$0.00
32	Labor - Changeout 1" valve	TBD	\$95.00	\$0.00	1	\$95.00		\$0.00	1	\$95.00		\$0.00	1	\$95.00		\$0.00
33	Labor - Excessive Digging	TBD	\$25.00	\$0.00	16	\$400.00		\$0.00	16	\$400.00		\$0.00	16	\$400.00		\$0.00
34	** NEW RATE Labor - Lid swap	TBD	\$6.00	\$0.00	433	\$2,598.00		\$0.00	433	\$2,598.00		\$0.00	433	\$2,598.00		\$0.00
35	** NEW RATE Labor - Reset/Replace meter box	TBD	\$60.00	\$0.00	351	\$21,060.00		\$0.00	351	\$21,060.00		\$0.00	351	\$21,060.00		\$0.00
36	** NEW RATE Labor - Hourly charge for out-of-scope plumbing repairs	TBD	\$100.00	\$0.00	42.75	\$4,275.00		\$0.00	42.75	\$4,275.00		\$0.00	42.75	\$4,275.00		\$0.00
37	** NEW RATE Labor - Changeout 3/4" valve	TBD	\$65.00	\$0.00	3	\$195.00		\$0.00	3	\$195.00		\$0.00	3	\$195.00		\$0.00
38	** NEW RATE Labor - Changeout 1" valve	TBD	\$65.00	\$0.00	1	\$65.00		\$0.00	1	\$65.00		\$0.00	1	\$65.00		\$0.00
39	** NEW RATE Labor - Excessive Digging	TBD	\$20.00	\$0.00	18	\$360.00		\$0.00	18	\$360.00		\$0.00	18	\$360.00		\$0.00
GRAND TOTALS				\$0.00		\$68,010.00		\$4,322.00		\$72,332.00		\$72,332.00		\$72,332.00		\$72,332.00

TOTAL WORK COMPLETED / INVOICED THIS PERIOD \$4,322.00
TOTAL RETAINAGE TO BE WITHHELD THIS PERIOD \$0.00
TOTAL COMPLETED LESS RETAINAGE \$4,322.00
LESS PAYMENTS REC'D TO DATE \$0.00
CURRENT PAYMENT DUE \$4,322.00

Ferguson Authorized Signature and Date
11/4/19
Celeste Moltzan
Printed Name

Customer Account #	Customer Name	Service Address	New Meter #	New Meter Size	New MXU #	Install Date	Installer	Replaced Lid?	Reset or Replace Meter Box?	Add'l hours for out-of-scope plumbing repairs	Labor to Changeout Valve	Excessive Digging?
03-017700-05		8941 Croes Dr	1900031735	1"	471775-4	9/10/2019	Southern Flowmeter					Y
03-017700-05		8941 Croes Dr	1900032683	5/8"	4718219	9/10/2019	Southern Flowmeter					Y
03-018200-09		8938 Croes Dr	1900032624	5/8"	4711900	9/10/2019	Southern Flowmeter		Replace			
03-018600-06		8922 Croes Dr	1900032764	5/8"	4717220	9/11/2019	Southern Flowmeter	Y				Y
03-018400-02		8930 Croes Dr	1900032315	5/8"	4715885	9/11/2019	Southern Flowmeter					Y
03-018300-10		8934 Croes Dr	1900032629	5/8"	4737874	9/11/2019	Southern Flowmeter					Y
03-017500-11		8933 Croes Dr	1900032632	5/8"	4718152	9/11/2019	Southern Flowmeter					Y
03-016200-06		8805 Croes Dr	1900032686	1"	4714925	9/12/2019	Southern Flowmeter		Replace			
04-017100-03		1306 Beutel Dr	1900032638	5/8"	4737912	9/12/2019	Southern Flowmeter		Replace			
04-017200-10		1310 Beutel Dr	1900032583	5/8"	4715892	9/13/2019	Southern Flowmeter		Replace			
02-004540-01		1426 Bingle Rd	1900031791	1"	4718006	9/13/2019	Southern Flowmeter	Y				
02-004300-02		1406 Bingle Rd	1900032903	5/8"	4715384	9/16/2019	Southern Flowmeter		Replace			
02-004400-02		1410 Bingle Rd	1900032661	5/8"	4719504	9/16/2019	Southern Flowmeter		Replace			
02-004430-01		1418 Bingle Rd	1900034316	1"	4711020	9/16/2019	Southern Flowmeter		Replace			
02-004700-01		1432 Bingle Rd	1900032610	5/8"	4717911	9/17/2019	Southern Flowmeter					Y
03-014510-07		8877 Cardwell Dr	1900032762	5/8"	4719638	9/18/2019	Southern Flowmeter	Y				Y
03-018700-08		8918 Croes Dr	1900032660	5/8"	4736831	9/18/2019	Southern Flowmeter					Y
03-014300-03		8863 Cardwell Dr	1900032765	5/8"	4718343	9/18/2019	Southern Flowmeter		Replace			
04-011725-03		24 Village Oaks Ln	1900031824	1"	4715514	9/18/2019	Southern Flowmeter		Replace			
04-011720-01		26 Village Oaks Ln	1900032731	5/8"	4736782	9/18/2019	Southern Flowmeter		Replace			
03-014510-07		8877 Cardwell Dr	1900031815	1"	4738696	9/18/2019	Southern Flowmeter	Y				
03-013600-02		8866 Cardwell Dr	1900032612	5/8"	4715360	9/19/2019	Southern Flowmeter	Y				Y
03-013700-03		8862 Cardwell Dr	1900032584	5/8"	4717316	9/19/2019	Southern Flowmeter					
03-014000-00		8850 Cardwell Dr	1900032623	5/8"	4713524	9/19/2019	Southern Flowmeter		Replace			
02-037700-02		8723 Green Valley Dr	1900032646	5/8"	4800878	9/20/2019	Southern Flowmeter					Y
02-037000-07		8702 Green Valley Dr	1900031831	1"	4713277	9/20/2019	Southern Flowmeter					
03-006300-02		8823 Cardwell Dr	1900031832	1"	4714684	9/20/2019	Southern Flowmeter		Replace			
05-003700-07		1126 Adkins Rd	1900032593	5/8"	4719388	9/20/2019	Southern Flowmeter		Replace			
02-000600-05		1203 Bingle Rd	1900032643	1"	4800114	9/20/2019	Southern Flowmeter		Replace			
03-014200-10		8859 Cardwell Dr	1900031833	1"	4710048	9/20/2019	Southern Flowmeter		Replace			
02-031700-07		1155 Bingle Rd	1900032642	5/8"	4715901	9/20/2019	Southern Flowmeter	Y				
03-012900-05		8853 Cavell St	1900032644	5/8"	4716586	9/23/2019	Southern Flowmeter	Y	Replace			
03-012300-04		8844 Cavell St	1900032615	5/8"	4717311	9/23/2019	Southern Flowmeter		Replace			
03-012200-01		8848 Cavell St	1900032588	5/8"	4718458	9/23/2019	Southern Flowmeter		Replace			
03-012100-06		8852 Cavell St	1900032589	5/8"	4715220	9/23/2019	Southern Flowmeter		Replace			
03-012800-11		8849 Cavell St	1900032530	5/8"	4715795	9/24/2019	Southern Flowmeter	Y				Y
03-000500-03		8731 Cavell Ln	1900032537	5/8"	4801163	9/24/2019	Southern Flowmeter					Y
03-012600-02		8841 Cavell St	1900031823	1"	4714114	9/24/2019	Southern Flowmeter					Y
03-012700-01		8845 Cavell St	1900031892	1"	4714994	9/24/2019	Southern Flowmeter					Y
03-023300-02		32 Inverness Park Way	1900031897	1"	4712161	9/24/2019	Southern Flowmeter	Y	Replace			Y
04-017900-03		9009 Lanston St	1900031784	1"	4715831	9/24/2019	Southern Flowmeter	Y	Replace			
03-023720-01		14 Inverness Park Way	1900031914	1"	4736691	9/24/2019	Southern Flowmeter		Replace			
03-000300-00		8723 Cavell Ln	1900032536	5/8"	4720010	9/24/2019	Southern Flowmeter		Replace			
04-011410-03		1 Pecan Trail Ln	1900031909	1"	4712640	9/24/2019	Southern Flowmeter		Replace			
03-022200-03		15 Inverness Park Way	1900031899	1"	4713666	9/24/2019	Southern Flowmeter		Replace			
03-023000-02		31 Inverness Park Cir	1900031896	1"	4737203	9/24/2019	Southern Flowmeter		Replace			
04-018100-18		9001 Lanston St	1900032607	5/8"	4719818	9/24/2019	Southern Flowmeter		Replace			

Customer Account #	Customer Name	Service Address	New Meter #	New Meter Size	New MXU #	Install Date	Installer	Replaced Lid?	Reset or Replace Meter Box?	Add'l hours for out-of-scope plumbing repairs	Labor to Changeout Valve	Excessive Digging?
05-002200-04		9186 Old Kay Rd	1900031829	1"	4713660	9/24/2019	Southern Flowmeter		Replace			
05-002200-04		9186 Old Kay Rd	1900032887	5/8"	4717870	9/24/2019	Southern Flowmeter		Replace			
03-012800-11		8849 Cavell St	1900031804	1"	4710021	9/24/2019	Southern Flowmeter	Y				
03-022900-05		29 Inverness Park Way	1900031898	1"	4710953	9/24/2019	Southern Flowmeter	Y				
04-017900-03		9009 Larston St	1900031895	1"	4713272	9/24/2019	Southern Flowmeter	Y				
03-014970-02		8802 Heather Cir	1900031865	1"	4712998	9/25/2019	Southern Flowmeter	Y				Y
03-014990-02		8819 Heather Cir	1900031910	1"	4714127	9/25/2019	Southern Flowmeter	Y				Y
03-014850-01		8822 Heather Cir	1900031908	1"	4738136	9/25/2019	Southern Flowmeter	Y				Y
03-014840-01		8826 Heather Cir	1900031890	1"	4714893	9/25/2019	Southern Flowmeter					Y
03-014930-01		8810 Heather Cir	1900031905	1"	4713708	9/25/2019	Southern Flowmeter	Y				Y
03-015050-01		8823 Heather Cir	1900031903	1"	4712411	9/25/2019	Southern Flowmeter					Y
03-024700-02		12 Inverness Park Cir	1900032622	5/8"	4717844	9/25/2019	Southern Flowmeter	Y	Replace			
03-024600-01		14 Inverness Park Cir	1900031912	1"	4710969	9/25/2019	Southern Flowmeter	Y	Replace			
03-014820-01		8830 Heather Cir	1900031867	1"	4710065	9/25/2019	Southern Flowmeter	Y	Replace			
03-014820-01		8830 Heather Cir	1900031881	1"	4713045	9/25/2019	Southern Flowmeter	Y	Replace			
03-023000-02		31 Inverness Park Cir	1900031880	1"	4713044	9/25/2019	Southern Flowmeter		Replace			
04-012600-03		9021 Randy Dr	1900031866	1"	4714883	9/25/2019	Southern Flowmeter		Replace			
03-014950-02		8806 Heather Cir	1900031789	1"	4710157	9/25/2019	Southern Flowmeter	Y				
03-009600-02		8805 Echo Valley Dr	1900031868	1"	4713664	9/25/2019	Southern Flowmeter	Y				
03-009800-01		8813 Echo Valley Dr	1900031886	1"	4710106	9/25/2019	Southern Flowmeter	Y				
03-009500-06		8801 Echo Valley Dr	1900031902	1"	4739161	9/25/2019	Southern Flowmeter	Y				
03-009700-02		8809 Echo Valley Dr	1900031913	1"	4712613	9/25/2019	Southern Flowmeter	Y				
02-032500-09		8725 Burkhardt Dr	1900032618	1"	4710447	9/26/2019	Southern Flowmeter	Y				Y
02-032600-05		8729 Burkhardt Dr	1900032590	5/8"	4715845	9/26/2019	Southern Flowmeter	Y				Y
03-018500-05		8926 Croes Dr	1900032604	5/8"	4717923	9/26/2019	Southern Flowmeter	Y				Y
03-011200-06		8926 Echo Valley Dr	1900031875	1"	4710994	9/26/2019	Southern Flowmeter	Y				Y
03-010300-01		1020 Fries Rd	1900032602	5/8"	4715191	9/26/2019	Southern Flowmeter	Y				Y
03-011100-10		8927 Echo Valley Dr	1900031871	1"	4714660	9/26/2019	Southern Flowmeter	Y				Y
03-009510-01		8802 Echo Valley Dr	1900031855	1"	4713549	9/26/2019	Southern Flowmeter					Y
03-010600-99		8907 Echo Valley Dr	1900031878	1"	4712913	9/26/2019	Southern Flowmeter	Y				
04-018600-19		9022 Elizabeth Rd	1900031884	1"	4710049	9/26/2019	Southern Flowmeter	Y	Replace			
04-012200-00		9052 Elizabeth Rd	1900032301	5/8"	4571502	9/26/2019	Southern Flowmeter	Y	Replace			
03-009610-01		8806 Echo Valley Dr	1900031882	1"	4713633	9/26/2019	Southern Flowmeter		Replace			
03-010200-04		8829 Echo Valley Dr	1900031883	1"	4712165	9/26/2019	Southern Flowmeter		Replace			
03-014800-09		1132 Fries Rd	1900031808	1"	4710039	9/26/2019	Southern Flowmeter		Replace			
03-015080-02		1140 Fries Rd	1900031858	1"	4710019	9/26/2019	Southern Flowmeter		Replace			
04-014200-06		9019 Elizabeth Rd	1900031879	1"	4713208	9/26/2019	Southern Flowmeter		Replace			
03-003540-00		1000 Traweek Dr	1900032603	1"	4713526	9/26/2019	Southern Flowmeter	Y				
03-003000-02		1044 Teresa Dr	1900032617	5/8"	4719673	9/27/2019	Southern Flowmeter					Y
04-009100-03		1019 Lone Star Dr	1900032567	5/8"	4718381	9/27/2019	Southern Flowmeter	Y	Replace			
04-008800-04		1020 Lone Star Dr	1900032591	5/8"	4711104	9/27/2019	Southern Flowmeter	Y	Replace			
03-002500-01		1013 Teresa Dr	1900031870	1"	4712162	9/27/2019	Southern Flowmeter		Replace			
03-002700-03		1021 Teresa Dr	1900032565	5/8"	4719124	9/27/2019	Southern Flowmeter		Replace			
03-003200-05		1036 Teresa Dr	1900031887	1"	4710082	9/27/2019	Southern Flowmeter	Y	Replace			
04-011420-04		3 Pecan Trail Ln	1900031854	1"	4711991	9/27/2019	Southern Flowmeter					
04-008500-07		1106 Lone Star Dr	1900032626	1 1/2"	4711065	9/27/2019	Southern Flowmeter	Y				
03-003300-05		1030 Teresa Dr	1900032649	5/8"	4735435	9/27/2019	Southern Flowmeter	Y				
02-000100-99		1045 Bingle Rd	1900032598	5/8"	4718659	9/30/2019	Southern Flowmeter					Y

Customer Account #	Customer Name	Service Address	New Meter #	New Meter Size	New MXU #	Install Date	Installer	Replaced Lid?	Reset or Replace Meter Box?	Add'l hours for out-of-scope plumbing repairs	Labor to Changeout Valve	Excessive Digging?
02-032800-09		1124 Green Valley Dr	1900032562	5/8"	4800871	9/30/2019	Southern Flowmeter		Replace			
02-007900-07		1325 Voss Rd	1900031861	1"	4713300	9/30/2019	Southern Flowmeter	Y				
02-035500-06		8706 Wunningham Ln	1900032540	5/8"	4800870	9/30/2019	Southern Flowmeter	Y				
02-035400-01		8710 Wunningham Ln	1900032538	5/8"	4718191	9/30/2019	Southern Flowmeter	Y				
		8810 Wunningham Ln	1900032539	5/8"	4736837	9/30/2019	Southern Flowmeter	Y				
03-014690-03		8908 Cardwell Ln	1900031853	1"	4711036	9/30/2019	Southern Flowmeter	Y				
02-024300-00		1226 Voss Rd	1900032559	5/8"	4718545	9/30/2019	Southern Flowmeter	Y				
02-021400-01		1329 Voss Rd	1900032560	5/8"	4718160	9/30/2019	Southern Flowmeter	Y				
02-033700-02		8831 Wunningham Ln	1900032569	5/8"	4716480	9/30/2019	Southern Flowmeter	Y				
02-000250-00		1055 Bingle Rd	1900031860	1"	4710081	10/1/2019	Southern Flowmeter	Y				Y
03-000100-03		8715 Cavell Ln	1900031863	1"	4710999	10/1/2019	Southern Flowmeter	Y				
03-000200-03		8719 Cavell Ln	1900031885	1"	4710008	10/1/2019	Southern Flowmeter	Y				
02-034900-15		8730 Wunningham Ln	1900032558	2"	4735434	10/1/2019	Southern Flowmeter	Y				
03-013600-02		8866 Cardwell Dr	1900031438	1 1/2"	4540285	10/1/2019	Southern Flowmeter	Y				
03-010700-02		8911 Echo Valley Dr	1900032563	5/8"	4735438	10/2/2019	Southern Flowmeter	Y				Y
03-010800-06		8915 Echo Valley Dr	1900032557	5/8"	4718776	10/2/2019	Southern Flowmeter	Y				
03-010700-02		8911 Echo Valley Dr	1900032568	5/8"	4735620	10/2/2019	Southern Flowmeter	Y	Replace			
02-021200-99		1314 Caudle Dr	1900032594	5/8"	4717677	10/2/2019	Southern Flowmeter	Y				
03-010100-02		8825 Echo Valley Dr	1900032554	5/8"	4717592	10/2/2019	Southern Flowmeter	Y				
04-013200-10		1222 Mickey Way	1900032613	5/8"	4718425	10/2/2019	Southern Flowmeter	Y				
		8905 Croes Dr	1900032556	5/8"	4800126	10/3/2019	Southern Flowmeter	Y	Replace			
03-017800-05		8945 Croes Dr	1900032546	5/8"	4718782	10/3/2019	Southern Flowmeter	Y	Replace			
03-017200-06		8921 Croes Dr	1900032543	5/8"	4737075	10/3/2019	Southern Flowmeter	Y				
06-004100-07		8582 Katy Fwy	1900031409	2"	4540940	10/10/2019	Southern Flowmeter	Y				
06-003122-00		8570 Katy Fwy	1900031424	2"	4551407	10/10/2019	Southern Flowmeter	Y				
03-018100-03		8942 Croes Dr	1900031429	5/8"	4662681	10/10/2019	Southern Flowmeter	Y				
06-001910-00		8564 Katy Fwy	1900066473	2"	4846398	10/11/2019	Southern Flowmeter		Replace			
04-018800-02		1224 Campbell Rd	1900073280	5/8"	4861695	10/11/2019	Southern Flowmeter	Y				

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

MEETING DATE: November 19, 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 CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: In the previous agenda item, the Council considered the approval of Change Order No. 1 to the AMI Project. If approved, Change Order No. 1 increased the Original Project Contract Amount from \$945,951.00 to \$1,018,273.00. Change Order No. 1 also increased the Original Project Budgeted Amount from \$1,008,084.00 to \$1,018,273.00.

The City of Spring Valley Village entered into a contract on January 22, 2019 with Ferguson Enterprises, Inc. to install 2,305 meters. As advised in the project update during the October 15, 2019 Council meeting, some meters originally designated for the Project were used to install second meters to expedite those meters for the residents. Additionally, within the last couple of months, City staff determined that several meters had been inadvertently left out of the meter count contained in the Original Project Contract Amount.

The AMI Project is nearing completion; however, in order to replace all remaining existing meters with AMI meters, the City needs to order 71 additional meters.

Revised Project Budget Amount	Revised Project Contract Amount	Change Order No. 2	Final Project Budget Amount	Final Project Contract Amount
\$1,018,273.00	\$1,018,273.00	\$42,804.00	\$1,061,007.00	\$1,061,007.00

If approved, Change Order No. 2 will increase the Revised Project Contract Amount by an additional \$42,804.00 for a Final Project Contract Amount of \$1,061,007.00 (which includes both change orders). Additionally, the Revised Project Budget Amount would increase from \$1,018,273.00 for a Final Project Budget Amount of \$1,061,007.00.

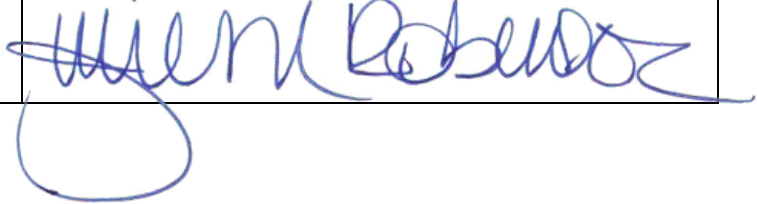
The additional \$42,804.00 can be funded from the Utility Fund Fund Balance and would be included as part of the City's FY 2020 Budget Amendment.

RECOMMENDATION: Staff recommends approval of the Resolution.

ACTIONS TAKEN

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

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# _____ ☒ \$42,804.00 from unassigned fund balance will be used and added to Acct/Project# <u>20-60-7004</u> ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Matthew Hitt, Assistant to the City Administrator	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC. FOR THE SUPPLY AND INSTALLATION OF AMI FIXED BASED METER READING SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 2 to the Agreement by and between the City of Spring Valley Village, Texas and Ferguson Enterprises, Inc. for the Supply and Installation of AMI Fixed Based Meter Reading System ("Change Order Number 2"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 2 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 Change Order Number 2 and any and all documents necessary to effectuate such Change Order Number 2 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 Change Order Number 2, 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 Change Order Number 2 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 Change Order Number 1 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 1.

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

METER CHANGE ORDER # 1

Date: 10/28/2019

Project: Spring Valley Village

To: Spring Valley Village

Please review the itemization below for the following changes to your contract dated 02/12/2019.
The change and the work affected thereby are subject to all contract stipulations and covenants. This Meter Change Order # 1 totals \$42,804.00

Supply Additional Product

Quantity	Description	Unit Price	Extended Price
3	5/8" x 3/4" Bronze Meter with MiNode and TTL	\$210.00	\$630.00
68	1" Bronze Meter with MiNode and TTL	\$335.00	\$22,780.00
	Total		\$23,410.00

Supply Additional Labor

Quantity	Description	Unit Price	Extended Price
19	5/8" x 3/4" Bronze Meter with MiNode and TTL	\$52.00	\$988.00
68	1" Bronze Meter with MiNode and TTL	\$52.00	\$3,536.00
2	1.5" Bronze Meter with MiNode and TTL	\$400.00	\$800.00
2	2" Bronze Meter with MiNode and TTL	\$400.00	\$800.00
1	3" Bronze Meter with MiNode and TTL	\$475.00	\$475.00
3	4" Bronze Meter with MiNode and TTL	\$475.00	\$1,425.00
1	3" Retrofit/Splice	\$40.00	\$40.00
1	6" Retrofit/Splice	\$40.00	\$40.00
1	8" Retrofit/Splice	\$40.00	\$40.00
1	Estimated Additional Services Outside like for like. (Box resets, valve change, replumb, lid swap)	\$11,250.00	\$11,250.00
	Total		\$19,394.00

Approved: Spring Valley Village
Owner

Approved: Ferguson Enterprises LLC
Contractor

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

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

MEETING DATE: November 19, 2019

TOPIC:	Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2020 Being United Health Insurance (Medical), Guardian Life (Dental), Lincoln National Insurance (Life/AD&D/LTD), and Superior Vision (Vision) For The City of Spring Valley Village's Employee Benefits
---------------	--

BACKGROUND:	The Villages Mutual Insurance Group ("VMIG"), of which the City of Spring Valley Village is a voting member, contracted with Blue Cross/Blue Shield for employee medical, Guardian Life for dental, Superior Vision for vision, and Lincoln National Insure for life/long-term disability for Plan Year 2019. Over the past couple of years, VMIG has incurred a number of adverse claims that have put pressure on plan loss ratios, and this year resulted in Blue Cross/Blue Shield offering a renewal that came in at 16.11% above current 2019 premium rates - an increase that was unacceptable to the Group. Therefore, a Request for Proposals was issued in late September/early October, and VMIG received proposals from Blue Cross/Blue Shield ("BCBS"), United Health Care ("UHC"), and Humana. The Board members of VMIG met on October 21, 2019, and carefully reviewed the proposals from BCBS, UHC and Humana. Because the Humana proposal included a 65% increase, the Board focused only on BCBS and UHC. The UHC proposal had not been received until the deadline and it was significantly less than the BCBS proposal. Therefore, the Board requested that Gallager Benefits confirm with UHC that its proposal was correct. On November 4, 2019, after receiving confirmation of UHC's proposal, the Board approved moving forward with contracting with for the Plan Year 2020 group medical contract. Additionally, the Board approved remaining with Guardian Life (Dental), Lincoln Financial Group (Life/LTD), and Superior Vision (Vision) since there were either no increases in the 2020 renewals for these contracts. A copy of the VMIG 2020 RFP Analysis is provided with this agenda item. Since Memorial Villages Water Authority is the entity that contracts with the carriers for VMIG, on November 5, 2019, the MVWA Board of Supervisors approved the recommendations of the Villages Mutual Insurance Group Board to contract with the recommended carriers. With UHC, the City will offer three different plans for employees
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ACTIONS TAKEN

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

to choose from: PPO, EPO, and HMO. The different UHC plans are similar to the City's current plan, and the UHC provider network is equal to or better than the City's current network with BCBS. Therefore, employees should experience little to no disruption with regard to their current medical providers. As a reminder, the City covers 100% of the employee premiums and 55% of dependent premiums.

The adopted FY 2020 budget included a 15% increase since we were unsure of what the ultimate plan was going to be; however, by switching UHC, the overall increase is only 5.07%. This is a significant cost savings while maintaining strong plans. With the UHC plans, the premium increases for the PPO and EPO plans will be 6.3%, respectively, and the HMO plan premium will decrease by approximately 22.3% for the four employees currently on the BCBS HMO plan. Since most of the City's employees are on a PPO plan with BCBS and based on the premium increases for the EPO and HMO plans, it is anticipated that most of the employees will choose to remain on the PPO plan. Even if some of the employees choose the EPO or the HMO plans, the average premium amounts are anticipated to be within the amount budgeted.

With the changes to the insurance world as a result of the Affordable Care Act, employers must educate employees about being involved in their medical care and their insurance coverage. Consequently, the City will continue to offer additional education for employees on their insurance coverage for 2020 and how to work within it.

It is my recommendation that the Council approve the following VMIG insurance carriers for Plan Year 2020:

Insurance Type	Carrier
Medical	United Health Care
Dental	Guardian
Life/AD&D/LTD	Lincoln National Life
Vision	Superior Vision

RECOMMENDATION: Staff recommends approving the VMIG insurance carriers as outlined above.

ATTACHMENTS:

- Copy of Villages Mutual Insurance Group 2020 RFP Analysis Packet

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

ACTIONS TAKEN

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

	☒ Full amount already budgeted in Acct/Project# <u>xx-xx-4100</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 	

SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL:  
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER



Village Mutual Insurance Group 2020 Renewal Presentation

Bob Treacy, LHIC | October 30, 2019



Gallagher

Insurance | Risk Management | Consulting

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All information contained herein is subject to the disclosures and disclaimers at the end of this presentation



Projections

	Jan-19 to Aug-19	Current
Medical RX Paid		\$1,828,712
Incurred Paid Claims		0.1875
Medical RX Manual		\$2,171,596
Large Claims	<\$125K	(\$753,970)
Net Claims		\$1,417,626
Number of Employees		1,099
Claims PEPM		\$1,290
Trend Factor	14 @ 0.7%	9.8%
Pooling Charge	\$125,000	11%
ASO		13%
ACA Fees		3%
Total Projected Costs		\$1,760
Total Earned Premium		\$1,291
Premium Adjustment Projected		36%



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Medical Analysis

Carrier	BCBSTX MTBCP803	BCBSTX MTBCP804	BCBSTX MTBEA803	UHC - POS BCYD/VQX	UHC - EPO BCZX / VQX	UHC - Charter AY-AM/VQX
Plan Name						
Individual Annual Deductible	\$1,000	\$1,500	\$1,000	\$1,000	\$1,500	\$1,000
Family Annual Deductible	\$3,000	\$4,500	\$3,000	\$2,000	\$3,000	\$2,000
Co-insurance	20%	20%	20%	20%	20%	20%
Individual Out of Pocket Maximum	\$4,000	\$4,500	\$4,000	\$4,000	\$5,000	\$4,000
Family Out of Pocket Maximum	\$12,000	\$13,500	\$12,000	\$8,000	\$10,000	\$8,000
PCP Visit Copay	\$30	\$35	\$30	\$0/\$25	\$0/\$25	\$0/\$10
Specialist Visit Copay	\$60	\$70	\$60	\$25/\$50	\$25/\$50	\$60
TeleHealth Copay	\$30	\$35	\$30	\$0	\$0	\$0
Routine Lab/Imaging						
• Billed by Physician	100%	100%	Ded +20%	100%	100%	\$40 Copay
• Free Standing	100%	100%	Ded +20%	100%	100%	\$40 Copay
• Out Patient Hospital Facility	100%	100%	Ded +20%	100%	100%	\$40 Copay
Emergency Room						
• Facility						
• Physician	\$500 + Ded + 20%	\$500 + Ded + 20%	\$500 + Ded + 20%	\$250 + 20%	\$250+ 20%	\$500 + Ded+20%
• Urgent Care Copay	Ded + 20%	Ded + 20%	Ded + 20%	Ded + 20%	Ded + 20%	Ded + 20%
	\$75	\$75	\$75	\$75	\$75	\$25
Rx Out of Pocket Max						
• Copays	N/A	N/A	N/A			
• Mail Order	\$0/\$10/\$50/\$100/\$150/\$250**	\$0/\$10/\$50/\$100/\$150/\$250**	\$0/\$10/\$50/\$100/\$150/\$250**	\$10/\$40/\$80	\$10/\$40/\$80	\$10/\$40/\$80
Generic Push/Step Therapy/Prior Auth	3X	3X	3X	2.5X	2.5X	2.5X
	Yes	Yes	Yes	Yes	Yes	Yes
Rates	PPO 803	PPO 804	BEA 803	Current	Proposal	Proposal
Employee	71	1	3	\$791.07	\$767.41	\$595.56
Employee + Spouse	16	2	0	\$1,729.10	\$1,677.38	\$1,304.28
Employee + Child(ren)	15	2	0	\$1,440.41	\$1,397.33	\$1,083.92
Employee + Family	22	3	1	\$2,378.47	\$2,307.32	\$1,792.64
Monthly Cost	\$157,764.06			\$13,730.87	\$13,820.88	\$3,579.32
Annual Cost	\$1,893,168.72			\$164,770.44	\$165,850.56	\$42,951.84
Combined Annual Cost				\$2,113,253.76	\$2,220,414.96	
Change from Current				N/A	5.07%	

BCBS ~ + 15% with package savings

Humana ~ +65%

Aetna, TML, Cigna ~ Decline to Quote

Dental

Carrier

Plan Name

Calendar Year Max
 CY Deductible
 Ortho Life Max
 Preventive Services
 Basic Services
 Major Services
 Orthodontia
 Endo & Perio
 Oral Surgery
 Waiting Period

R & C

Rates	NAP PX	PPO VZ	DHMO
Employee	26	24	9
Employee + Spouse	13	7	0
Employee + Child(ren)	5	3	3
Employee + Family	12	12	7

Monthly Cost

Annual Cost

Change from Current



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Guardian NAP PX (Buy Up)	Guardian PPO VZ (Base)	Guardian DHMO
\$1,500	\$1,500	N/A
\$50 Ind / \$150 Fam	\$50 Ind / \$150 Fam	N/A
\$1,000	N/A	Various Co-Pays
100%	100%	Various Co-Pays
80%	80%	Various Co-Pays
50%	50%	Various Co-Pays
50%	N/A	Various Co-Pays
80%	80%	Various Co-Pays
80%	80%	Various Co-Pays
Out of Network 80th Percentile	Out of Network 80th Percentile	Out of Network 80th Percentile
Current	Current	Current
\$37.00	\$27.96	\$9.88
\$73.46	\$55.52	\$16.93
\$96.10	\$65.95	\$25.79
\$132.54	\$93.51	\$30.52
Monthly Cost	\$3,987.96	\$379.93
Annual Cost	\$47,855.52	\$4,559.16
0.00%	0.00%	0.00%

Vision



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Plan Name	Superior Vision Current
Exam/ Materials	\$10/\$25
Frames Allowance	\$150
Single Lenses	Covered in Full
Bi Focal Lenses	Covered in Full
Tri Focal Lenses	Covered in Full
Progressive Lenses	Covered at lined Trifocal Level
Lenticular Lenses	Covered 100%
Polycarbonate Child	Covered 100%
Polycarbonate Adult	\$33
Factory Scratch Child	\$17-\$33
Factory Scratch Adult	\$17-\$33
Ultraviolet Coat	\$16
Anti-Reflective Coat	\$43-\$85
Photochromatic	\$31-\$82
Elective Contacts Allowance	\$150
Fitting Exam	\$25/\$50
Necessary Contacts	Covered in Full
Frequency	12/12/24
Out of Network	
Exam Allowance	Up to \$42
Frames Allowance	Up to \$60
Single Lenses Allowance	up to \$26
Bi Focal Lenses Allowance	Up to \$34
Tri Focal Lenses Allowance	Up to \$50
Progressive Lenses Allowance	Up to \$50
Lenticular Lenses	Up to \$100
Polycarbonate Child	Up to \$210
Polycarbonate Adult	N/A
Factory Scratch Child	N/A
Factory Scratch Adult	N/A
Ultraviolet Coat	N/A
Anti-Reflective Coat	N/A
Photochromatic	N/A
Elective Contacts Allowance	Up to \$100
Necessary Contacts Allowance	Up to \$210
Rates	Current Renewal
Employee	63 \$6.40 \$6.40
Employee + Spouse	24 \$12.80 \$12.80
Employee + Child(ren)	14 \$14.70 \$14.70
Employee + Family	32 \$22.64 \$22.64
Monthly Cost	\$1,640.68 \$1,640.68
Annual Cost	\$19,688.16 \$19,688.16
Change from Current	0.00%



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Basic Life, Vol Life & LTD

Carrier	Lincoln Current	Lincoln Renewal
Class 1	All Full Time Active Employees working 30 hours week	
Employee Benefit	1X Annual Salary	
Benefit Amount	\$50,000	
Maximum Benefit	\$50,000	
Guarantee Issue Limit	\$50,000	
Conversion and Portability	Included	
	Age Reductions	
Age 65	35%	
Age 70	60%	
Age 75	75%	
Rates	Current	Renewal
Life Rate Per \$1000	\$0.210	\$0.210
AD&D Rate Per \$1000	\$0.030	\$0.030
Total Rate Per \$1000	\$0.240	\$0.240
Est. Monthly Volume	\$7,012,500	\$7,012,500
Est. Monthly Cost	\$1,683.00	\$1,683.00
Est. Annual Cost	\$20,196.00	\$20,196.00
Change from Current	0.00%	
Rate Guarantee Until	1/1/2021	

Carrier	Current Lincoln
Benefits Eligibility	All Full Time Employees working 30 hrs. a wk.
Class 1	Active Full Time Employees
Class 2	Grandfather Participants
Employee Benefit	\$10,000 increments up to 5X Annual Salary
Spouse Benefit	50% of EE
Child Benefit - Limiting Age	age 25
Birth- 14 days	\$100
15 days - 6 mos.	\$1,000
6 mos - Limiting Age	\$10,000
Employee Guarantee Issue	
Under age 60	\$100,000
Age 60-69	\$10,000
Spouse Guarantee Issue	
Under age 60	\$20,000
Age 60-69	None
Child Guarantee Issue	\$10,000
Employee AD&D Benefit	same as Life
Dependent AD&D Benefit	same as Life
Portability	Yes
	Age Reductions
Age 65	35%
Age 70	55%
Age 75	70%
Rates per \$1000	Employee Spouse
Under 25	\$0.120 \$0.120
25-29	\$0.130 \$0.130
30-34	\$0.160 \$0.160
35-39	\$0.240 \$0.240
40-44	\$0.240 \$0.240
45-49	\$0.370 \$0.370
50-54	\$0.720 \$0.720
55-59	\$1.150 \$1.150
60-64	\$1.600 \$1.600
65-69	\$4.410 \$4.410
70-74	\$4.410 \$0.000
75-79	\$4.410 \$0.000
80-84	\$4.410 \$0.000
Child Rate	\$1.620
Member/Ind AD&D Rate	\$0.03
Family AD&D Rate	\$0.49
Rate Guarantee Until	1/1/2021

Plan Name	Lincoln
Benefits	Current
Eligibility	All Active Full Time Employees working 30 hrs. a week
Definition of Earnings	24 months Own Occ 60% of Monthly Earnings
Employee Benefit	\$10,000
Maximum Monthly Benefit	90 days
Elimination Period Accident	90 days
Elimination Period Sickness	SSNRA
Benefit Duration	3/12
Pre-Existing Limitation	Include
Zero Day Residual	Include
Tax Free Benefit	Include
Employer FICA Match	Include
Rates	Current Renewal
Rate Per \$100	\$0.47 \$0.47
Est. Monthly Volume	\$851,418.39 \$851,418.39
Est. Monthly Cost	\$4,001.67 \$4,001.67
Est. Annual Cost	\$48,020.00 \$48,020.00
Change from Current	0.00%
Rate Guarantee Until	1/1/2021



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Compensation, AM Best & Disclosures



Compensation - Health

A.M. Best Ratings & Compensation - Health

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's Standard & Poors and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g. HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Carrier	Quote Status	Commission/Supplemental Compensation
Medical, Rx		
BCBS	Renewal	0% / \$7.50 to \$15.00 PEPY
UHC	Proposed	0% / \$0 to \$54.00 PEPY
Aetna	DTQ	0% / \$0 to \$48 PMPY
Cigna	DTQ	0% / \$0.00 to \$30.00 PEPY
Humana	Not Competitive	0% / \$1.00 to \$16.00 PEPQ
Dental		
Guardian	Renewal	0% / 0% to 7% of premium
Vision		
Lincoln	Rate Guarantee	0% / 1.5% of premium
Dearborn	Not Competitive	0% / 0% to 6% Annualized Premium

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Compensation - Non-Health

A.M. Best Ratings & Compensation – Non-Health

Carrier	Status	Commission/Supplemental Compensation		AM Best Rating
Life/AD&D				
Lincoln	Rate Guarantee	0% / 1.5% of premium		A+/XV
Dearborn	Not Competitive	0%/ 0% to 6% Annualized Premium		A/XV
LTD				
Lincoln	Rate Guarantee	0% / 1.5% of premium		A+/XV
Dearborn	Not Competitive	0%/ 0% to 6% Annualized Premium		A/XV
Vol Life / AD&D				
Lincoln	Rate Guarantee	0% / 1.5% of premium		A+/XV
Dearborn	Not Competitive	0%/ 0% to 6% Annualized Premium		A/XV



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AM Best Ratings – Non-Health

A.M. Best Ratings & Compensation - Health

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Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Good	E	Under Regulatory Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories	
FSC I	Up to 1,000
FSC II	1,000 to 2,000
FSC III	2,000 to 5,000
FSC IV	5,000 to 10,000
FSC V	10,000 to 25,000
FSC VI	25,000 to 50,000
FSC VII	50,000 to 100,000
FSC VIII	100,000 to 250,000
FSC IX	250,000 to 500,000
FSC X	500,000 to 750,000
FSC XI	750,000 to 1,000,000
FSC XII	1,000,000 to 1,250,000
FSC XIII	1,250,000 to 1,500,000
FSC XIV	1,500,000 to 2,000,000
FSC XV	2,000,000 or more

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Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that superseded a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

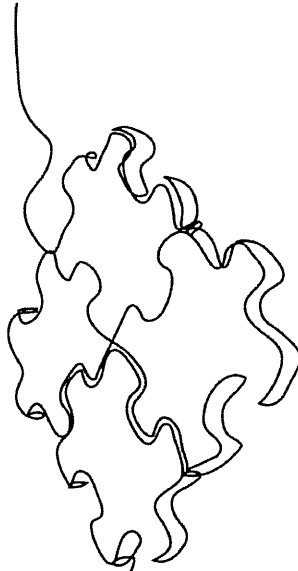
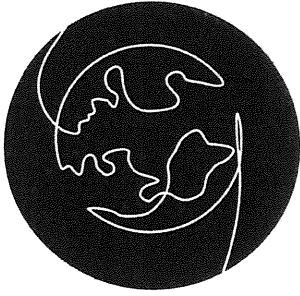
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The Gallagher Way

1. We are a Sales and Marketing Company dedicated to providing excellence in Risk Management Services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class Citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion, To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another, We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

- Robert E. Gallagher
May 1984



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Thank You!

Consultant: Bob Treacy, LHIC
Account Management: Patsy McClellan
Sara Davis



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

MEETING DATE: November 19, 2019

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending September 30, 2019
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BACKGROUND:	Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. This investment report covers the quarter ending September 30, 2019. <u>Investment Report</u> • As of September 30, 2019, the City had over \$19 million in cash and investments. • The City earned \$104,760 in interest for this quarter. This is up \$51,296.26 or 96% from this time last fiscal year. • As of September 30, 2019, Wells Fargo Bank pledged \$453,244 in collateral to secure the balances in excess of the \$250,000 secured by FDIC. • Beginning Value as of September 30, 2018 was \$11,782,955 and Ending Value on September 30, 2019 was \$19,105,442. • This fiscal year-to-date shows book value additional of \$35,834,021 and book value withdrawals of \$28,511,534.
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RECOMMENDATION:	N/A
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ATTACHMENTS:	• Quarterly Investment Report for Period Ending September 30, 2019
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE



EST. 1955

SPRING VALLEY
VILLAGE**MEMORANDUM**

TO: Honorable Mayor and Council Members
FROM: Michelle Yi, City Treasurer
CC: Julie Robinson, City Administrator
DATE: October 23, 2019
SUBJECT: Quarterly Investment Report for the Period Ended September 30, 2019

In accordance with the Public Funds Investment Act, Chapter 2256.023 of the Government Code, the Investment Officer shall prepare and submit to City Council a quarterly report of investment transactions of all funds for the preceding period.

The City invests cash that is not immediately needed for operations in Certificates of Deposit, Texpool, and Securities issued by Agencies of the Federal Government as allowed by the Public Funds Investment Act and the City's Investment Policy.

Portfolio Recap:

- During the quarter, The SWEEP earned an average yield of 1.99264%.
- Throughout the quarter, the City's investments earned interest \$104,760.61.

During the third quarter, the Federal Reserve lowered interest rates by a quarter of a percentage point each on July 31 and September 18, 2019. Unemployment rate remain low and economy remained strong during the quarter. Staff continues to monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for Quarter Ended September 30, 2019. This information shows that on the beginning market value as of September 30, 2018 was \$11,782,955 and ending market value on September 30, 2019 was \$19,105,442.62. Also included are spreadsheets showing the book value additions of \$35,834,021 and book value withdrawals of \$28,511,534 for fiscal year-to-date activity.

As of September 30, 2019, the City's cash and investments were as follows:

<u>INVESTMENTS</u> <u>CATEGORY</u>	<u>BOOK</u> <u>VALUE</u>	<u>MARKET % OF</u> <u>PORTFOLIO</u>
Cash in Demand Accounts	\$ 2,621,259	13.72%
Certificates of Deposit (CDs)	\$ 212,019	1.11%
Investment Pool	\$ 16,032,736	83.92%
Money Market/Savings	\$ 239,428	1.25%
	<u>\$ 19,105,443</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of September 30, 2019, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$453,244.11.

Market Value: The City currently holds no investments in which the book value differs from the market value. For all holdings, the book value is equal to the market value.

To the best of my knowledge, this report is in compliance with the investment strategy expressed in the City of Spring Valley Village Investment Policy and with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256, as amended

Investment Officer:

Michelle Yi, City Treasurer

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
09/30/2019**

INVESTMENTS <u>CATEGORY</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Cash in Demand Accounts	\$ 2,621,259	\$ 2,621,259	\$ 2,621,259	13.72%
Certificates of Deposit (CDs)	\$ 212,019	\$ 212,019	\$ 212,019	1.11%
Investment Pool	\$ 16,032,736	\$ 16,032,736	\$ 16,032,736	83.92%
Money Market/Savings	<u>\$ 239,428</u>	<u>\$ 239,428</u>	<u>\$ 239,428</u>	<u>1.25%</u>
	<u>\$ 19,105,443</u>	<u>\$ 19,105,443</u>	<u>\$ 19,105,443</u>	<u>100.00%</u>

Weighted Average Maturity * 2 Days

Weighted Average Yield* 2.2867%

Comparative Yields:

3-month Tsy Bill	1.8800%
6-month Tsy Bill	1.8300%
2-year Tsy Note	1.6300%

* Does include cash accounts

CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended September 30, 2019

Account Description	Date		Rate/	Purchase	Purchase	Market	Face	Beginning Values @ 10/1/18		Ending Values @ 09/30/2019		Accrued
	Purchase	Maturity	Coupon	Yield	Price	Price	Amount	Book Value	Market Value	Book Value	Market Value	Interest
Cash Accounts												
Wells Fargo - General/Utility	09/30/2019	01/01/00	2.3499%	2.3499%	\$ -	\$ -	\$ 1,407,470.44	\$ 1,924,939.56	\$ 1,924,939.56	\$ 1,407,470.44	\$ 1,407,470.44	\$ -
Wells Fargo - Child Safety Fee	09/30/2019	01/01/00	0.2000%	0.2000%	-	-	54,105.27	49,361.76	49,361.76	54,105.27	54,105.27	-
Wells Fargo - Savings	09/30/2019	01/01/00	0.2000%	0.2000%	-	-	416,309.54	415,481.86	415,481.86	416,309.54	416,309.54	-
Wells Fargo - Court On-Line Pay	09/30/2019	01/01/00	0.2000%	0.2000%	-	-	8,343.84	7,938.43	7,938.43	8,343.84	8,343.84	-
Wells Fargo - GO/CO Bonds	03/31/19	04/01/19	0.1800%	0.1800%			376,621.66	-	-	376,621.66	376,621.66	
Wells Fargo - Reserved for Bond	09/30/2019	01/01/00	-	-	-	-	358,408.47	245,890.50	245,890.50	358,408.47	358,408.47	-
Sub-total							2,621,259.22	2,643,612.11	2,643,612.11	2,621,259.22	2,621,259.22	-
Certificates of Deposit												
Allegiance Bank #1002083862	12/18/18	12/17/19	1.2500%	1.2500%	-	-	212,019.46	212,019.46	212,019.46	212,019.46	212,019.46	2,018.54
Sub-total							212,019.46	212,019.46	212,019.46	212,019.46	212,019.46	2,018.54
Investment Pools												
TexPool - General Fund	09/30/18	10/01/18	2.2872%	2.2872%			6,297,315.75	6,143,780.67	6,143,780.67	6,297,315.75	6,297,315.75	-
TexPool - Utility Fund	09/30/2019	01/01/00	2.2872%	2.2872%			1,377,225.78	554,947.63	554,947.63	1,377,225.78	1,377,225.78	-
TexPool - Capital Replacement Fund	09/30/18	10/01/18	2.2872%	2.2872%			1,023,738.53	1,000,341.95	1,000,341.95	1,023,738.53	1,023,738.53	
TexPool - Capital Improvement Fund	09/30/18	10/01/18	2.2872%	2.2872%			7,334,455.79	750,256.47	750,256.47	7,334,455.79	7,334,455.79	
Sub-total							16,032,735.85	8,449,326.72	8,449,326.72	16,032,735.85	16,032,735.85	-
Money Market/Savings Accounts												
Green Bank	09/30/2019	01/01/00	2.1200%	2.1200%	-	-	239,428.09	234,604.08	234,604.08	239,428.09	239,428.09	-
Third Coast Bank	09/30/2019	01/01/00	0.6000%	0.6000%	-	-	-	243,393.33	243,393.33	-	-	-
Sub-total							239,428.09	477,997.41	477,997.41	239,428.09	239,428.09	-
Total							\$ 19,105,442.62	\$ 11,782,955.70	\$ 11,782,955.70	\$ 19,105,442.62	\$ 19,105,442.62	\$ 2,018.54

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
For the Quarter Ended September 30, 2019**

Account Description	Date		Rate/ Coupon	Face Amount	Beginning Balance		Fiscal Year-To-Date Activity			Ending Balance	
	Purchase	Maturity			10/01/18 Book Value	10/01/18 Market Value	Deposits/ Purchases	Withdrawals/ Maturities/Calls	Incr/(Decr) Market Value	09/30/2019 Book Value	09/30/2019 Market Value
<u>Cash Accounts</u>											
Wells Fargo - General/Utility	09/30/2019	01/01/00	2.3169%	\$ 1,407,470.44	\$ 1,924,939.56	\$ 1,924,939.56	\$ 20,561,459.20	\$ 21,078,928.32		\$ 1,407,470.44	\$ 1,407,470.44
Wells Fargo - Child Safety Fee	09/30/2019	01/01/00	0.1800%	54,105.27	49,361.76	49,361.76	4,743.51	-	-	54,105.27	54,105.27
Wells Fargo - Savings	09/30/2019	01/01/00	0.2000%	416,309.54	415,481.86	415,481.86	827.68	-	-	416,309.54	416,309.54
Wells Fargo - Court On-Line Pay	09/30/2019	01/01/00	0.2000%	8,343.84	7,938.43	7,938.43	405.41	-	-	8,343.84	8,343.84
Wells Fargo - GO/CO Bonds	09/30/2019	01/01/00	0.1800%	376,621.66	-	-	6,764,985.08	6,388,363.42	-	376,621.66	376,621.66
Wells Fargo - Bond Reserved	09/30/2019	01/01/00	0.0000%	358,408.47	245,890.50	245,890.50	112,517.97	-	-	358,408.47	358,408.47
Sub-total				2,621,259.22	2,643,612.11	2,643,612.11	27,444,938.85	27,467,291.74	-	2,621,259.22	2,621,259.22
<u>Certificates of Deposit</u>											
Allegiance Bank #1002083862	12/18/16	12/17/17	1.2500%	212,019.46	212,019.46	212,019.46	-	-	-	212,019.46	212,019.46
Sub-total				212,019.46	212,019.46	212,019.46	-	-	-	212,019.46	212,019.46
<u>Investment Pools</u>											
TexPool - General Fund	09/30/18	10/01/18	2.3812%	6,297,315.75	6,143,780.67	6,143,780.67	953,535.08	800,000.00	-	6,297,315.75	6,297,315.75
TexPool - Utility Fund	09/30/2019	01/01/00	2.3812%	1,377,225.78	554,947.63	554,947.63	822,278.15	-	-	1,377,225.78	1,377,225.78
TexPool - Capital Replacement Fund	09/30/18	10/01/18	2.3812%	1,023,738.53	1,000,341.95	1,000,341.95	23,396.58	-		1,023,738.53	1,023,738.53
TexPool - Capital Improvement Fund	09/30/18	10/01/18	2.3812%	7,334,455.79	750,256.47	750,256.47	6,584,199.32	-		7,334,455.79	7,334,455.79
Sub-total				16,032,735.85	8,449,326.72	8,449,326.72	8,383,409.13	800,000.00	-	16,032,735.85	16,032,735.85
<u>Money Market/Savings Accounts</u>											
Green Bank	09/30/2019	01/01/00	2.1200%	239,428.09	234,604.08	234,604.08	4,824.01	-	-	239,428.09	239,428.09
Third Coast Bank	09/30/2019	01/01/00	0.6000%	-	243,393.33	243,393.33	849.48	244,242.81	-	-	-
Sub-total				239,428.09	477,997.41	477,997.41	5,673.49	244,242.81	-	239,428.09	239,428.09
Total				\$ 19,105,442.62	\$ 11,782,955.70	\$ 11,782,955.70	\$ 35,834,021.47	\$ 28,511,534.55	\$ -	\$ 19,105,442.62	\$ 19,105,442.62

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

MEETING DATE: November 19, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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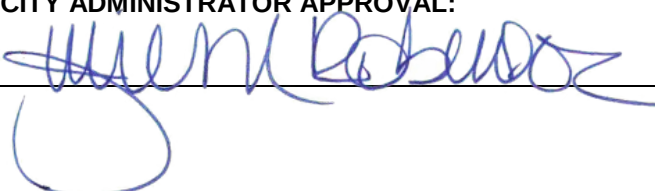
BACKGROUND:	The City's investments are governed by the Public Funds Investments Act (PFIA) under Chapter 2256 of the Local Government Code. The PFIA requires the City Council to review and approve the City's Investment Policy annually. This year, the proposed Investment Policy changes the collateral pledge percentage from 105 percent to 110 percent identical to current Request For Applications for Primary Depository Banking Services.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution Number 19-XX
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the City Council to review and re-adopt an Investment Policy and Qualified Broker/Dealer List by rule, order, ordinance or resolution; and

WHEREAS, the City Council must approve any amendments to such Investment Policy; and

WHEREAS, the proposed Investment Policy, a copy of which is attached hereto as Exhibit “A,” complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments; and

WHEREAS, the City Council hereby finds that the proposed Investment Policy should be approved.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Investment Policy attached hereto as Exhibit “A” is hereby adopted as the Investment Policy of the City of Spring Valley Village.

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

DULY PASSED AND APPROVED on this the ____ day of November, 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



CITY OF SPRING VALLEY VILLAGE INVESTMENT POLICY

I. POLICY STATEMENTS AND INVESTMENT AUTHORITY

General Statement

The Texas Public Funds Investment Act, Texas Government Code Ch. 2256 as amended (the “Act”) prescribes that each city shall adopt rules to govern its investment practices and to define the authority of the Investment Officer(s). This policy shall serve to satisfy the requirements of the Act by establishing and defining methods, procedures, and practices to ensure effective and prudent fiscal management of public funds.

Policy Statement and Scope

It is the policy of the City of Spring Valley Village, Texas ("the City") that the administration and investment of public funds shall be handled with the highest regard for the public trust. Investments shall be made in a manner that will ensure the preservation of capital, meet the daily cash flow needs of the City, conform to all applicable state statutes and city ordinances governing the investment of public funds, and provide reasonable investment returns. The receipt of a market rate of return will be secondary to the requirement for safety and liquidity. The earnings from investments will be used in a manner that best serves the public trust and interests of the City. This Investment Policy shall apply to all financial assets and funds under control of the City, other than those expressly excluded herein or by applicable law or valid agreement, and including any new funds created by the City unless specifically exempted by the City Council and this policy.

Delegation of Investment Authority

By authority of Section 2256.005(f) of the Act, the City delegates investment authority for the City to the City Treasurer, under the direction of the Mayor, City Council and City Administrator as the Investment Officer for the City. The City Treasurer shall serve as the Investment Officer of the City and shall invest city funds in legally authorized and adequately secured investments in accordance with this policy and the Act. In the event the position of City Treasurer becomes vacant, the City Administrator shall serve as an Investment Officer during such vacancy. The City Investment Officer shall be bonded. Two authorized signatures shall be required to initiate any deposits, withdrawals, investments or transfers of City funds.

City funds not immediately required to pay obligations of the City shall be eligible for investment and shall be invested in accordance with established procedures and controls. The Investment Officer shall establish written procedures for the operation of the investment program consistent with this Investment Policy. The City Treasurer shall adopt procedures that address safekeeping, repurchase agreements, wire transfer agreements, collateral/depository agreements, banking services contracts, and explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Investment Officer. The City Treasurer shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that ensures the assets of the City are protected from loss, theft or misuse.

In addition to any other requirements of law, the Investment Officer shall refrain from personal business activity that could conflict with the proper execution of the investment program, or that could impair their ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the City or who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the City and the Texas Ethics Commission. An Investment Officer has a personal business relationship with a business organization if the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization, the Investment Officer receives funds from the business organization exceeding 10 percent of the Investment Officer's gross income for the previous year, or the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

II. INVESTMENT OBJECTIVES AND STRATEGY

Funds of the City shall be invested in accordance with all applicable federal and Texas statutes, and this Investment Policy. The City shall invest monies according to investment strategies for each fund as adopted by City Council resolution in accordance with Section 2256.005(d) of the Act. The City shall strive to invest funds in a manner where the rate of return is secondary to safety and liquidity. To accomplish this, the City's principal investment objectives in order of priority shall be as follows: suitability, preservation and safety of principal, liquidity, marketability, diversification, and yield.

Suitability. Each investment must be in conformance with all federal regulations, state statutes, and other legal requirements including applicable City ordinances or resolutions, and this Investment Policy.

Preservation and safety of principal. Investments shall be handled in a manner that seeks to ensure the preservation of capital and the protection of investment principal in the overall portfolio. All participants in the investment process shall act responsibly as custodians of the public trust.

Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Marketability. The City's policy is to buy and hold investments until maturity; however, marketability is of great importance should the need arise to liquidate an investment before maturity.

Diversification. It shall be the policy of the City to diversify its portfolio to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall be selected that provide for stability of income and reasonable liquidity but shall be structured to meet the obligations of the City first and then to achieve the highest return of interest. The stated maturity of any investment in the City's portfolio shall not exceed 60 months and the weighted average maturity of the City's portfolio shall not exceed 365 days.

Yield. The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow characteristics of the portfolio. Given this strategy, the basis used to determine whether reasonable yields are being achieved shall be the average yield of the current three-month U.S. Treasury Bill or such other index that most closely matches the average maturity of the portfolio.

III. INVESTMENT TYPES

In accordance with Section 2256.005(b) of the Act, authorized investments shall include any of the following:

- (1) Obligations of the United States or its agencies and instrumentalities;
- (2) Direct obligations of the State of Texas or its agencies or instrumentalities;
- (3) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- (4) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities; and
- (5) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

- (6) Certificates of deposit issued by a depository institution that has its main office or a branch office in this state and guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by an FHLB letter of credit in accordance with Section 2256.010 of the Act and Section 2257 of the Public Funds Collateral Act.
- (7) Commercial paper, authorized by Section 2256.013 of the Act, that has a stated maturity of 270 days or fewer from the date of its issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency if it is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- (8) Eligible Investment pools (as discussed in Sections 2256.016 and 2256.019 of the Act) if the City Council by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act.
- (9) Interest-bearing bank deposits insured by the Federal Deposit Insurance Corporation or National Credit Union Share Insurance Fund as permitted by Section 2256.009(a) of the Act.

The following investments are strictly prohibited in accordance with Section 2256.009(b) of the Act:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest of which is determined by an index that adjusts opposite to the changes in a market index.

IV. INVESTMENT RESPONSIBILITY AND CONTROL

The Investment Officer may invest City funds with any or all of the following institutions or groups consistent with this Investment Policy, the Act, and any other applicable federal and state law: the City's depository bank, other state or national banks domiciled in Texas, public funds investment pools, and authorized broker/dealers. Nothing in this section relieves the City of the responsibility for monitoring investments to determine that the investments are in compliance with this Investment Policy.

Authorized Broker/Dealers

The Investment Officer shall maintain a list of security broker/dealers authorized by the Investment Policy. All broker/dealers shall maintain complete records of all transactions conducted on behalf of the City and shall make those records available for inspection at the City's request. A written copy of the Investment Policy shall be provided to any business organization offering to engage in an investment transaction with or on behalf of the City. Every authorized broker/dealer for the City must execute a Certification Form, a copy of which is provided at the end of this Investment Policy. The Investment Officer may not acquire or otherwise obtain any authorized investment from any seller until a signed form has been delivered to the City. Currently, the following broker/dealers are authorized to engage in investment transactions with the City: FTN Financial (formerly Coastal Securities, Inc.), Hilltop Securities, First Southwest Company, Multi-Bank Securities, and Wells Fargo Securities, LLC.

At least annually, the Investment Officer shall review the list of broker/dealers authorized to engage in investment transactions with the City and shall make a recommendation as part of the annual review of the Investment Policy. As part of this process, the Investment Officer shall review the quality of service and financial stability of each broker/dealer. The Investment Officer may remove an authorized broker/dealer from the list, if in the opinion of the Investment Officer, the firm has not performed adequately or its financial condition has become unacceptable.

Delivery vs. Payment

All investment transactions will be completed on a delivery versus payment ("DVP") basis. The Investment Officer is authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods. No investment of City funds shall be authorized unless it conforms to this Investment Policy and the seller of the investment has executed a Certification Form as set forth in this Policy.

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officer shall take all prudent measures consistent with this policy to liquidate any investment that does not have the minimum rating.

Investment Management

The Investment Officer shall exhibit prudence and discretion in the selection and management of securities in order that no individual or group of transactions undertaken shall jeopardize the total capital of the portfolio. The City will not allow speculation (e.g., anticipating an appreciation of capital through changes in market interest rates) in the selection of any investments. The Investment Officer shall monitor financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise.

A competitive environment shall be established for all investment activities including, but not limited to, any or all of the following: analysis of implemented strategies, review of investment alternatives, monitoring of market conditions, solicitation from multiple investment providers, and

overall performance evaluation. Comparison and evaluation of comparable may be used to invest in financial institution deposits, money market accounts, local government investment pools, or government securities.

While the City utilizes a buy and hold strategy, active portfolio management may from time to time dictate the sale of securities to better position the overall portfolio. The Investment Officer may recommend the sale of any security prior to maturity if it is deemed in the best interest of the City. Any sale of a security prior to maturity must be approved by the City Administrator.

The City is not required to liquidate an investment that was an authorized investment at the time of purchase.

Investment Limits

The portfolio maturities should be ladder in a way that protects interest income from the volatility of the market and avoids the concentration of funds on a specific maturity date. The asset allocation in the portfolio should be flexible and responsive to the needs of the City given the outlook for the economy and securities markets. The following investment limits shall apply: the City shall maintain at least 10 percent of the total portfolio in investments maturing in 90-days or less; the City shall invest no more than 50 percent of the portfolio in federal agencies or instrumentalities or in certificates of deposit; and the City may invest any amount in U.S. Treasury securities.

Investment Training

The City shall provide periodic training in investments for the Investment Officers under the Act from an independent source including training sponsored by the Government Finance Officers Association of Texas, the Government Treasurer's Organization of Texas, the Texas Municipal League, or the University of North Texas. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of the investment portfolio, and compliance with the Act. The Investment Officers shall attend at least one training session of no less than 10 hours relating to their responsibilities under the Public Funds Investment Act within 12 months after assuming duties and, thereafter, receive no less than 8 hours of instruction related to investment functions every two years based on the City's fiscal year.

Standard of Care

In accordance with Section 2256.006 of the Act, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds that the Investment Officer had responsibility rather than the consideration as to the prudence of a single investment and whether the investment decision was consistent with the City's Investment Policy.

Limitation of Personal Liability

The Investment Officer and any other employee(s) delegated investment authority under this policy, when acting in accordance with this policy, the associated procedures and controls, and with a measure of care that any prudent person would exercise in the management of that person's own affairs, shall be relieved of personal responsibility and liability in the management of the City's portfolio provided that deviations from the expectations for a specific security's credit rise or market price change or portfolio shifts are reported in a timely manner to the City Council and that appropriate action is taken to control adverse market effects.

Internal Control

A system of internal controls shall be documented in writing and shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and management of the City. Controls deemed most important shall include, to the extent possible, control of collusion, separation of duties, separation of transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses, written confirmation of telephone transactions, and limiting the number of authorized investment officials.

These controls shall be reviewed periodically by the City's independent audit firm.

Annual Audit

In accordance with Section 2256.023(d) of the Act, if the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, money market accounts or similar accounts, the investment reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor who shall report the result of that review to the City Council. As part of the annual financial audit, the independent auditor shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy in accordance with Section 2256.005(m) of the Act.

Annual Review

The City Council shall review this Investment Policy and investment strategies not less than annually. The City Council shall adopt a written instrument by ordinance or resolution stating that it has reviewed the Investment Policy and investment strategies and the written instrument so adopted shall record any changes made to either the Investment Policy or investment strategies.

V. INVESTMENT REPORTING AND NOTIFICATION

Reporting

In accordance with the Section 2256.023 of the Act, within a reasonable time after the end of the period, but not less than quarterly, the Investment Officer shall submit to the City Council a report of investment transactions for all funds. The report shall describe in detail the investment position of the City on the date of the report including a description of the investment, the maturity date, the beginning and ending book and market values, the accrued interest, and the changes during the period. The report shall include a statement of compliance with the City's Investment Policy and the Act and shall be signed by the Investment Officer.

In determining market value, the Investment Officer may use any generally accepted method to monitor the market price of investments, including, but not limited to, periodic reports from any of the approved broker/dealers or nationally recognized business publications that provide daily market valuations on individual securities.

Notification of Investment Changes

The Investment Officer shall notify the City Council of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

VI. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

Consistent with the requirements of the Texas Public Funds Collateral Act, Texas Government Code Ch. 2257 as amended, the City shall require all depository institution deposits to be federally insured or collateralized with eligible securities. Any financial institution serving the City as a depository institution shall be required to sign a depository agreement and a tri-party safekeeping agreement. The safekeeping agreement shall define the City's rights to collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with federal and state regulations.

The market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 110 percent of the total amount of deposits plus any accrued interest, less the insurance amount provided by the Federal Deposit Insurance Corporation ("FDIC") or its successor or National Credit Union Share Insurance Fund or its successor

Depository institutions with which the City maintains collateralized deposits shall provide a monthly report of market values for the pledged securities. The Investment Officer shall monitor collateralization levels to verify market values and total collateral positions. If the value of the securities pledged falls below the required collateral level, the depository institution holding the deposit must pledge additional securities no later than the end of the next succeeding business day.

Collateralized deposits may require substitution of securities. Any depository institution requesting substitution of collateral must contact the Investment Officer for approval. Written approval is required before any pledged security is released. The value of the substituted security will be calculated and substitution approved if the substitution maintains the required collateral level.

Safekeeping

All investment transactions shall be completed on a delivery versus payment basis and securities shall be held in safekeeping by the City, the City's designated depository institution, a City account in an independent third party financial institution or a Federal Reserve Bank.

A written safekeeping agreement shall be executed with each safekeeping bank, such bank being a permitted institution under the Public Funds Collateral Act. Upon receipt of purchased or pledged securities, the safekeeping bank shall promptly issue and deliver to the City a safekeeping receipt identifying and evidencing receipt of the security. The Investment Officer shall confirm the securities are held in an account naming the City as the customer and shall maintain the original safekeeping receipts. The market value of purchased or pledged securities shall be independently monitored by the safekeeping bank on a monthly basis and reported directly to the City. At least quarterly, the Investment Officer shall verify that all securities owned by or pledged to the City are documented and held in safekeeping in the City's account. These records shall be subject to the annual compliance audit of management controls on investments and adherence to the City's Investment Policy.

CERTIFICATION FORM

[as required by Texas Government Code § 2256.005(k)]

CITY OF SPRING VALLEY VILLAGE, TEXAS (the "City")

The undersigned hereby acknowledges and certifies as follows:

1. The undersigned is a qualified representative of _____, a business organization (the "Organization"), offering to engage in an investment transaction with the City.
2. The Organization has received and reviewed the Investment Policy of the City.
3. The Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the Organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Signature

Name: _____

Title: _____

Date: _____

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

MEETING DATE: November 19, 2019

TOPIC:	Discussion and Direction Concerning Development of Annual Street Sweeping Program for the City
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BACKGROUND:	On November 8 2017, Council adopted a Strategic Plan (Governance Model) by Resolution No. 17-022 and this document focused on leadership, communication, and expectations. One of the Vision Statements for Spring Valley is to improve and maintain aesthetic appeal by paying attention to detail, such as the Disney Parks do. One way to accomplish this vision and expectation is to implement an annual street sweeping program for the City. Benefits - Removes dirt and debris from City streets to provide a healthy, safe, and attractive environment for Spring Valley residents and visitors. Regular removal of leaves and debris by members of the public as well as City crews is necessary to prevent storm water drains from clogging, which can result in street flooding. Street sweeping also protects water quality and minimizes the burden on the storm sewer system from surface debris. Negatives – Residents would have to keep the roadway in front of their house clear of large objects and obstructions during the sweeping process. Items such as cars, bicycles, toys, basketball hoops, and refuse containers block the roadway and make it difficult for the sweeper to maneuver and clean the street properly. Prior to developing an annual street sweeping program, I wanted to discuss the pros and cons of such a program and obtain direction from the Council concerning whether this type of program is something that the Council wishes to pursue. The cost associated with a street sweeping program is unknown at this time; however, if Council wishes to pursue this program, then I will come back at a future Council meeting with cost estimate(s) to be considered.
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RECOMMENDATION:	Staff requests direction from the Council as to whether it wishes for Staff to proceed with developing an annual street sweeping program for the City.
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ATTACHMENTS:	NA
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____
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ACTIONS TAKEN

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

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

Pat Riley

SUBMITTING STAFF MEMBER:

Pat Riley, Director of Public Works

CITY ADMINISTRATOR APPROVAL:

Walter Robinson

ACTIONS TAKEN

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

MEETING DATE: November 19, 2019

TOPIC:	Resolution Number 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	In odd-numbered years, the City of Spring Valley Village may cast its ballot voting for one candidate for the Board of Directors of the Harris County Appraisal District. On September 24, 2019, the City Council nominated Mike Sullivan. This Resolution would cast the City's vote for Mr. Sullivan. The vote must be by resolution and submitted no later than Monday, December 16, 2019.
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RECOMMENDATION:	None.
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ATTACHMENTS:	- Resolution Number 19-XX - Correspondence From Harris County Appraisal District Dated October 18, 2019
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Roxanne Benitez, City Secretary	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Harris County Appraisal District ("HCAD") has delivered to the City of Spring Valley Village the names of those persons duly nominated as candidates to serve on the Board of Directors of HCAD to represent and be filled by the cities other than the City of Houston, participating in HCAD; and

WHEREAS, the City Council of the City of Spring Valley Village hereby deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position on the Board of HCAD.

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 of Spring Valley Village does hereby cast its vote for _____ to fill the position on the Board of Directors of the Harris County Appraisal District, to represent and be filled by the cities, other than the City of Houston, participating in the Harris County Appraisal District.

Section 3. The Mayor is hereby authorized and directed to deliver or cause to be delivered an executed or certified copy of this Resolution to the Chief Appraiser of the Harris County Appraisal District no later than December 16, 2019.

Section 4. This Resolution shall become effective immediately upon its passage in accordance with law.

DULY PASSED AND APPROVED 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

DIVIDER PAGE



Harris County Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris County Appraisal District

DATE: October 18, 2019

RECEIVED
By: RB Date: 10/23/19

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation & reclamation districts closed October 15, 2019. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Martina Lemond Dixon, Jennifer Key, Ben Pape, and Dee Anne Thomson are nominees for the position representing school districts other than Houston ISD and the junior college districts.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

John Ferro, Bob Milner and Glenn Peters are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the

junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 16, 2019.*** The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2019, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 16, 2019, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Attachments

c: HCAD Board Members
Tax Assessors
Attorneys

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of _____, 2019, the City Council of the City of _____ did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan

[]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON
TO THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of _____ does hereby cast its
vote for _____, to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than December 16, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary