



Regular City Council Meeting
January 28, 2020
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, January 28, 2020, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

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

5.1 Minutes for City Council Meeting on December 10, 2019

5.2 Resolution No. 20-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 \$136,411.65 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 6 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

5.3 Ordinance No. 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1500, MUNICIPAL COURT BUILDING SECURITY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-26, CODIFIED AS ARTICLE 8.1500 OF THE

CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

- 5.4 Ordinance No. 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1400, MUNICIPAL COURT TECHNOLOGY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-25, CODIFIED AS ARTICLE 8.1400 OF THE CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.
- 5.5 Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING CHANGE ORDER NUMBER 3 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FERGUSON ENTERPRISES, INC. FOR THE AUTOMATED METER PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.6 Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEPOSITORY BANK SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND WELLS FARGO BANK, N.A.; 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.
- 5.7 Approval of Pay Estimate No. 7 for Hilldale, Bade, and Cardwell Paving and Utility Improvements Project to Triple B Services, LLC in the Amount of \$110,574.45.
- 5.8 2019 Racial Profiling Report presented by the Spring Valley Village Police Department.
- 5.9 Approval of Pay Estimate No. 3 for the New Production Well Project to W. W. Payton Corporation in the Amount of \$105,300.00.
- 5.10 Approval of Pay Estimate No. 2 for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$66,532.50.

OLD BUSINESS

- 6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** December 2019 Police Department Staff Report (Chief Evans):
 - 1. Number of Calls for Service
 - 2. Number of Traffic Violations
 - 3. Number of K-9 Deployments

4. Other Activities of the Police Department

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on December 16, 2019 and Any Special Meetings That May Have Occurred. (Council Member Carpenter / Mayor Ramsey)

NEW BUSINESS

8. **DISCUSSION AND DIRECTION CONCERNING:** Request to Reduce Prima Facie Speed Limit on Residential Streets from 30 MPH to 25 MPH. (Resident Doug Busker)
9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS BY AMENDING SECTION 4.404, “NO COMMERCIAL PEDDLERS, SOLICITORS, OR CANVASSERS INVITED” SIGNS, OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO PROVIDE FOR A “NO SOLICITATION” LIST AND MAKING IT ILLEGAL TO SOLICIT AT AN ADDRESS ON SUCH LIST; AMENDING SECTIONS 4.407, REGISTRATION STATEMENT, 4.409, REGISTRATION CERTIFICATE, 4.410, IDENTIFICATION CARDS, 4.412, INSPECTION, AND 4.416, SIGNAGE, ALL OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO TRANSFER RESPONSIBILITIES TO THE POLICE DEPARTMENT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
10. **CONDUCT A PUBLIC HEARING CONCERNING:** Renewal of Current Juvenile Curfew Regulations for the City of Spring Valley Village as Adopted by Ordinance No. 2017-01 and Codified As Article 7.800, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances of the City of Spring Valley Village.
- A. Presentation of Juvenile Curfew Regulations
 - B. Those In Favor
 - C. Those Opposed
 - D. Adjourn Public Hearing
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REPEALING ORDINANCE NO. 2017-01, CODIFIED AS ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE; PROVIDING FOR THE INCORPORATION OF A PREAMBLE; AMENDING ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY DELETING THE CURRENT SECTION 7.800, JUVENILE CURFEW, AND SUBSTITUTING THEREFOR A NEW SECTION 7.800,

JUVENILE CURFEW, ESTABLISHING DEFINITIONS, REGULATIONS, DEFENSES, AND PENALTIES FOR JUVENILES; PROVIDING FOR A PENALTY FOR MINORS AND FOR PARENTS OF MINORS NOT TO EXCEED \$500 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES SHALL BE DEEMED A SEPARATE OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Changing the Dates of the City Council Meetings for May, November, and December.
14. **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 Phase II Park Renovations Landscape Improvements
 5. Status of Search for Municipal Court Administrator
15. **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:
 - 15.1 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.
16. **RECONVENE**
17. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 20-XX – A Consent to Encroachment and Indemnity Agreement with Edward E. Hargett, II and Katina A. Hargett for property at 8624 Merlin Drive.
18. **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 January 28, 2020 agenda of items to be considered by City Council was posted on or before the 23rd day of January, 2020, at 11:30 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, DECEMBER 10, 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 David Dominy

Council Member Joy McCormack

Council Member Marcus Vajdos (arrived at 6:38 p.m.)

Members Absent:

Council Member Tom Donaho

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Loren Smith, City Attorney

Roxanne Benitez, City Secretary

Pat Riley, Public Works Director

Michelle Yi, City Treasurer

Zach Meadows, Director of Community Development

Matthew Hitt, Assistant to the City Administrator

Loyd Evans, Chief of Police

Mark Schulze, Police Captain

David Dixon, Police Commissioner

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

4.1 Kevin Kirk, who lives at 8313 Winningham Lane, spoke regarding the possibility of having speed humps installed on Winningham Lane and stop signs placed at the intersection of Krist Drive and Winningham Lane and asked what the process was to request those traffic control devices.

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 November 19, 2019

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

OLD BUSINESS

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

Chief Evans provided the report.

1. Number of Calls for Service – 1,697
2. Number of Traffic Violations – 555
3. Number of K-9 Deployments – 130

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on November 20, 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. (Mayor Pro Tem Carpenter / Mayor Ramsey)

Mayor Pro Tem Carpenter advised that the Village Fire Department released bids for their dispatch area renovation and added that the deadline to submit was in January. He also advised that the project would be completed in two phases.

NEW BUSINESS

8. CONDUCT A PUBLIC HEARING CONCERNING: A Preliminary and Final Re-Plat of Wyngayle Oaks Partial Re-Plat No. 1, A Plot Containing 0.6684 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Addresses of 8942 Croes Drive and 1303 Fries Road.

Mayor Ramsey opened the Public Hearing at 6:23 p.m.

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

Jeff Boutte with Windrose & Associates was present on behalf of the applicant. City Administrator Julie Robinson gave a brief presentation on the proposed re-plat.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Ramsey adjourned the Public Hearing at 6:25 p.m.

9. CONSIDERATION AND POSSIBLE ACTION CONCERNING: A Preliminary and Final Re-Plat of Wyngayle Oaks Partial Re-Plat No. 1, A Plot Containing 0.6684 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Addresses of 8942 Croes Drive and 1303 Fries Road.

Council Member Dominy made a motion to approve the preliminary and final re-plat of Wyngayle Oaks Partial Re-Plat No. 1, a plot containing 0.6684 acres of land, situated in Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas bearing the addresses of 8942 Croes Drive and 1303 Fries Road, and Council Member McCormack seconded the motion. Motion carried 3-0.

- 10. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Request For Applications #2019-08-501 For Primary Depository Bank Services To Wells Fargo Bank, N.A For The Term Beginning February 1, 2020 And Ending January 31, 2022 With Three One-Year Extension Options Under The Same Terms And Conditions.

City Administrator Julie Robinson advised that six banks responded to the City's request for applications. Tom Ross, with Valley View Consulting, assisted with the selection and advised that it was a competitive process; however, Wells Fargo had the strongest financial proposal. Ms. Robinson advised the Council that the Review Committee was impressed with the submission from Allegiance Bank and that they recommended appointing Allegiance Bank as a secondary depository bank for the City. The City currently has a CD through Allegiance Bank. It was the consensus of the Council that appointing Allegiance Bank as a secondary depository bank for the City was acceptable, and Ms. Robinson advised that Staff would bring forward a Depository Agreement at a future Council meeting. Council Member Dominy made a motion to award Request for Applications #2019-08-501 for primary depository bank services to Wells Fargo Bank, N.A., for the term beginning February 1, 2020 and ending January 31, 2022 with three one-year extension options under the same terms and conditions, and Council Member Carpenter seconded the motion. Motion carried 3-0.

11. RECESS REGULAR CITY COUNCIL MEETING

11.1 Regular Meeting of the Board of Directors of the Spring Valley Legacy Fund, Inc.

The Regular meeting of the City Council recessed at 8:47 p.m.

12. RECONVENE MEETING OF CITY COUNCIL

The Regular meeting of the City Council reconvened at 8:56 p.m.

- 13. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2019-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 2 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 Dominy made a motion to approve Ordinance No. 2019-24, and Council Member Carpenter seconded the motion. Motion carried 4-0.

- 14. BRIEFING AND DISCUSSION CONCERNING:** Status of 2019 CenterPoint Energy Houston Rate Case. (Mayor Ramsey)

Mayor Ramsey advised that the City had participated in the 2019 CenterPoint Energy Houston Rate Case through the Gulf Coast Coalition of Cities as it typically does and added that the Administrative Law Judge in the case had recommended a rate increase that was not robust enough to sustain CenterPoint Energy's electrical utilities. Mayor Ramsey advised that he sent a letter to the Public Utility Commission and that the Commission was scheduled to meet on Friday, December 13, 2019, to finalize the rate case.

15. DISCUSSION AND DIRECTION CONCERNING: Possible Sponsorship Policy for City Facilities and Park. (Council Member Dominy)

Council Member Dominy advised that he was interested in the possibility of obtaining corporate sponsorship for new playground equipment. City Administrator Julie Robinson advised that it was possible and that the City would need a policy. After a brief discussion, it was the consensus of the City Council to have the City Administrator develop a proposed policy for consideration at a future Council meeting.

16. DISCUSSION AND DIRECTION CONCERNING: Addition of Audio Recordings and Live Streaming of City Meetings to City Website.

After a brief discussion, it was the consensus of the City Council not to proceed with adding audio recordings or live streaming of City meetings to the City's website at this time.

17. DISCUSSION AND DIRECTION CONCERNING: Possible Revisions to City's Current Solicitation Regulations.

As a follow-up to the Council's discussion of possible revisions to the City's current solicitation regulations that occurred during the October 15, 2019 meeting, City Attorney Loren Smith provided the Council with an overview of the City's current solicitation regulations. There was discussion concerning specific situations and issues that had occurred, how those situations and issues could be addressed within the current regulations, and whether to include language to establish a "No Solicitation List" to be maintained by the Police Department. Following discussion, it was the direction of the Council to revise the current solicitation regulations to establish a "No Solicitation List." Additionally, the Council requested that City Staff develop a communication plan to provide information to the public on what the regulations are and what to do in the event they have a problem with a solicitor. City Administrator Julie Robinson advised that an ordinance revising the current regulations would be presented at a future Council meeting.

18. DISCUSSION AND DIRECTION CONCERNING: Possible Mobile App for City Website.

Assistant to the City Administrator Matthew Hitt provided the City Council with information concerning a possible mobile app for the City Website, an item that had been on the City's Parking Lot List. After a brief discussion, it was the consensus of the City Council for City Staff to undertake additional research with regard to the features that would be best suited to a mobile app and present the findings at a future Council meeting.

19. DISCUSSION AND DIRECTION CONCERNING: Possible Development of Regulations for Short-Term Vacation Rentals.

Assistant to the City Administrator Matthew Hitt provided the City Council with information

concerning the possible development of regulations for short-term vacation rentals, another item that had been on the City's Parking Lot List. After a brief discussion, it was the consensus of the City Council not to proceed with the development of regulations for short-term vacation rentals at this time.

20. DISCUSSION AND DIRECTION CONCERNING: Existing and Possible Future City Events.

City Administrator Julie Robinson provided the City Council with information concerning the City's current events and requested feedback concerning setting consistent dates for the current events as well as ideas for future City events. After a brief discussion, it was the consensus of the City Council that Fall Festival be held annually on the 3rd Saturday in October and Snow Day on the 2nd Saturday in January. Additionally, it was the consensus of the City Council to research a possible farmers market and holding a National Night Out event in the City Park.

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

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

Public Works Director Pat Riley provided an update for the Council and advised that the contractor was currently working on Hilldale. He also advised that they were waiting on the completion date.

3. Status of New Production Well

Public Works Director Pat Riley advised that the testing is complete, the well is good, and they are working with the project engineers regarding the building that will house the electrical and chemical components of the well. It is anticipated that a recommendation to modify this building will be presented to the Council in January.

2. Status of Automated Meter Project

Assistant to the City Administrator Matthew Hitt advised that the resident portal was live and residents could sign up to receive notifications. Mr. Hitt also advised that the additional water meters had been ordered and were expected to arrive in January.

4. Status of Phase II Park Renovations Landscape Improvements

Assistant to the City Administrator Matthew Hitt advised that picnic tables and benches had not yet been installed due to inclement weather and were scheduled to be installed on December 11, 2019.

5. Status of Search for Municipal Court Administrator

City Administrator Julie Robinson advised that the position would be posted on the City's and Texas Municipal League's websites on December 11, 2019, and the process is anticipated to include two rounds of interviews to occur in January.

22. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 8:01 p.m., and Council Member McCormack seconded the motion. Motion carried 4-0.

Signed: _____
Tom S. Ramsey
Mayor

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

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

MEETING DATE: January 28, 2020

TOPIC:	Resolution Number 20-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 \$136,411.65 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 6 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	This is the sixth 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 November of 2019. Brinkley & Barfield & Triple B Services submitted the pay request after the agenda and packet had been finalized for the December 10, 2019 Council meeting. In order to ensure that Triple B Services was paid timely, I executed Pay Estimate Six for the Project on December 10, 2019. This Resolution formally ratifies my actions on behalf of the City.
RECOMMENDATION:	Staff and Engineer recommend approval of the Resolution.
ATTACHMENTS:	• Resolution Number 20-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

RESOLUTION NUMBER 20-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 \$136,411.65 TO TRIPLE B SERVICES, LLC FOR PAY ESTIMATE NO. 6 OF THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 10, 2019, the City Administrator authorized payment in the amount of \$136,411.65 to Triple B Services, LLC for Pay Estimate No. 6 of the Hilldale, Bade & Cardwell Paving and Utility Improvements Project ("Pay Estimate No. 6"), 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. 6; and (2) that the actions of the City Administrator in executing the payment of Pay Estimate No. 6 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. 6 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 _____, 2020.

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 20-XX



December 3, 2019

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

RE: Pay Estimate No. 6
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. 6

The amount of Pay Estimate No. 6 is \$136,411.65

105.61% Construction Time Expended

87.11% 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

APPROVED

Service # Pay Est 6 Dept. Approval *[Signature]* Date: 12/10/2019
Vendor # 100773 Treasurer Approval _____ Date: _____
A/P Date _____ Admin Approval *[Signature]* Date: 12/10/2019
Budget Account 25-50-7514



TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP

==

EXCAVATION

==

PAVING

==

UTILITIES

LETTER OF TRANSMITTAL

December 2, 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. 6 Documents
1	▪ Cover Letter
2	▪ Estimate & Certification for Payment
2	▪ Pay Application No. 6
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

December 2, 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. 6 documents payable in the amount of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED ELEVEN and 65/100 DOLLARS (\$136,411.65). Enclosures include Estimate & Certification for Payment, Pay Application No. 6, 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, Hildale, 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: 6
Invoice Number: 18-0802106
Estimate Cutoff Date: 11/30/2019
Date of Estimate: 11/30/2019

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:		\$1,255,127.27
2. Work Completed This Period		\$151,568.50
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>	\$1,406,695.77

C. Reductions:

1. Retainage:	10.00% of \$1,406,695.77	\$140,669.58
	Total Payment Due:	\$1,266,026.19
	Less Previous Billings:	\$1,129,614.54
	<u>Total Amount Due This Estimate:</u>	\$136,411.65

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: December 2, 2019

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

Approved by:

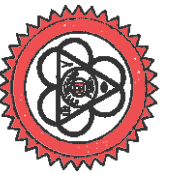
Project Representative:

Date:

Approved by:

Engineer: *Engineer's Project No*

Date:



Pay Estimate

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

Invoice: 18-0802106
Date: 11/30/19
Application #: 6

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: 12/30/19

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		
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	0.000	17,500.00000	0.00	1.000	17,500.00	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	3,300.00000	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, Paviers, Mailboxes, Etc., In Accordance With Plans And Specifications	L.S.	1.000	40,000.00	0.000	40,000.00000	0.00	1.000	40,000.00	40,000.00	100.00%	0.00
08	Remove Tree 0 To 11.99"	EA	4.000	2,000.00	0.000	500.00000	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 Prune 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

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To:
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City of Spring Valley Village
1710 Seamist Dr
Houston, TX 77008

Invoice Due Date: 12/30/19

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	Amount	%	
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 Cutback	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	0.000	175.00000	0.00	2.000	350.00	28.57%	0.00
15	Furnish Flaggers, In Accordance With Plans And Specs.	L.S.	1.000	18,500.00	0.000	18,500.00000	0.00	1.000	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	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	300.000	4.00000	1,200.00	1,153.000	3,412.00	107.76%	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	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	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	800.000	11.25000	9,000.00	2,720.000	21,600.00	96.63%	0.00
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.000	2,208.75	465.000	4.75000	2,208.75	465.000	2,208.75	100.00%	0.00
22	Furnish And Install Temporary HMAAC (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
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
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

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Invoice Due Date: 12/30/19

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	%	
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	700.000	44.50000	31,150.00	1,780.000	48,060.00	79,210.00	41.11%	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	1,000.000	48.50000	48,500.00	1,500.000	24,250.00	72,750.00	80.00%	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	1,500.000	5.75000	8,625.00	3,590.000	12,017.50	20,642.50	62.39%	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	19.730	175.00000	3,452.75	38.730	3,325.00	6,777.75	176.05%	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	822.000	3,699.00	7,398.00	100.00%	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	500.000	85.00000	42,500.00	581.000	6,885.00	49,385.00	59.10%	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

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To:
City of Spring Valley c/o Blinkley & Barfield, Inc. & PSI
City of Spring Valley Village
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Houston, TX 77008

Invoice Due Date: 12/30/19

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	%	
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	100.000	3.750000	375.00	1,010.000	3,412.50	3,787.50	32.70%	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	25.000	15.000000	375.00	642.000	9,255.00	9,630.00	104.05%	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	0.000	16.000000	0.00	640.000	10,240.00	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	0.000	600.000000	0.00	9.000	5,400.00	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	0.000	330.000000	0.00	1.000	330.00	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	0.000	100.000000	0.00	26.000	2,600.00	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	0.000	65.000000	0.00	26.000	1,690.00	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	0.000	105.000000	0.00	370.000	38,850.00	38,850.00	100.00%	0.00

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To:
City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village
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Invoice Due Date: 12/30/19

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	%	
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 5x3 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	0.000	1,185.000000	0.00	1.000	1,185.00	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	4.000	120.000000	480.00	4.000	0.00	480.00	21.05%	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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56	Portable Concrete Truck Washout Structures	LS.	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, 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	4,245.00000	0.00	2.000	8,490.00	8,490.00	100.00%	0.00

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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	375.00000	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	400.00000	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	165.00000	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	630.00000	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	3,580.00000	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	105.00000	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	675.00000	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	350.00000	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	1,365.00000	0.00	28.000	38,220.00	38,220.00	200.00%	0.00
72	Remove and Dispose of 87 Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	2,618.00	0.000	15.40000	0.00	170.000	2,618.00	2,618.00	100.00%	0.00

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								Quantity JTD	Amount Previous	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	0.000	41.75000	0.00	170.000	7,097.50	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	0.000	2,940.00000	0.00	3.000	8,820.00	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	0.000	140.00000	0.00	29.000	4,060.00	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	0.005	560.00000	3.00	4.005	2,240.00	2,243.00	50.07%	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	29.000	8,990.00	8,990.00	100.00%	0.00
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	L.S.	1.000	6,515.00	0.000	6,515.00000	0.00	1.000	6,515.00	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	0.000	0.01000	0.00	170.000	1.70	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

Pay Estimate

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

Invoice: 18-0802106
Date: 11/30/19
Application #: 6

62

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: 12/30/19

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	%	
82	Port 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	0.000	70,000.00000	0.00	1.000	70,000.00	70,000.00	100.00%	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 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%	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	7.41000	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: 18-0802106
Date: 11/30/19
Application #: 6

30

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

Invoice Due Date: 12/30/19

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

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed		Materials 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	75.400	14,597.44	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 THIRTY-SIX THOUSAND FOUR HUNDRED ELEVEN and 65/100 DOLLARS (\$136,411.65), 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: December 2, 2019

Triple B Services, LLP

Donna M. Burke
By: _____

Sr. Project Administrator

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



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

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

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

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

Liberty Mutual Surety 022-221-681

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

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

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

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

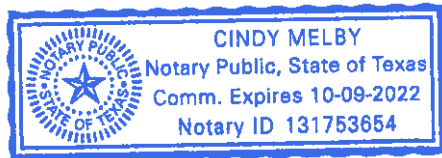
Date: December 2, 2019

Triple B Services, LLP

Donna M. Burke
By: _____
Sr. Project Administrator

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



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

Maria Vera

From: Keith Elkins <keith@projectsurveillance.com>
Sent: Monday, December 2, 2019 11:43 AM
To: Maria Vera
Subject: Re: Hilldale November Quantities

Approved

On Mon, Dec 2, 2019 at 10:45 AM Maria Vera <maria@triplebservices.com> wrote:

Good morning,

Would you please review the qtys for the November pay app at your earliest convenience. Im trying to get the pay out today to make the Dec 10 meeting since this month is earlier and only one. 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

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Keith Elkins
Project Surveillance
Project Representative
281-881-3928
Keith@projectsurveillance.com

Nov 06/2017
P.E. QTY

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 Uni	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		1.00	17,500.00	100.00
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		1.00	40,000.00	100.00
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 Flaggers, In Accordance With Plans And Specs.	LS.	1.00	18,500.00	\$ 18,500.00		1.00	18,500.00	100.00
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	300.00	853.00	3,412.00	79.72
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 Gutter, 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	800.00	1,920.00	21,600.00	68.21
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.00	4.75	\$ 2,208.75	465.00	0.00	0.00	0.00

ay Estimate Cutoff

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18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
22	Furnish And Install Temporary HMA C(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	700.00	1,080.00	48,060.00	24.94
26	Furnish And Install 9" Fast 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	1,000.00	500.00	24,250.00	26.67
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	1,500.00	2,090.00	12,017.50	36.32
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	19.73	19.00	3,325.00	86.36
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	411.00	411.00	3,699.00	50.00
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	500.00	81.00	6,885.00	8.24
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	100.00	910.00	3,412.50	29.46
37	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	617.00	15.00	\$ 9,255.00	25.00	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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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	\$ 5,400.00		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		1.00	1,185.00	100.00
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 Truck Washout Structures	LS.	2.00	415.00	\$ 830.00		2.00	830.00	100.00

4.00

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18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	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 G09 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 G09 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 K502, 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 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

67

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		170.00	2,618.00	100.00
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	7,097.50	100.00
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	8,820.00	100.00
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	4,060.00	100.00
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	3.00	4.00	2,240.00	50.00
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	8,990.00	100.00
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	6,515.00	100.00
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		170.00	1.70	100.00
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		1.00	70,000.00	100.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS	1.00	20,682.00	\$ 20,682.00		0.00	0.00	0.00

y Estimate Cutoff

h

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% 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 HMAC Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.66	27.44	\$ 51,660.19		1,882.66	51,660.19	100.00
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		75.40	14,597.44	100.00
2001	10' Waterline Offset	LS.	1.00	4,000.00	\$ 4,000.00		1.00	4,000.00	100.00

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

MEETING DATE: January 28, 2020

TOPIC: Ordinance No. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1500, MUNICIPAL COURT BUILDING SECURITY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-26, CODIFIED AS ARTICLE 8.1500 OF THE CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: On September 28, 1999, by Ordinance Number 99-26, the City Council created a Municipal Court Building Security Fund pursuant to Article 102.017, as amended, of the Texas Code of Criminal Procedure to assess and collect a Municipal Court Building Security Fee, and such Ordinance was codified as Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances.

Senate Bill 346, adopted during the 86th Legislative Session and which becomes effective January 1, 2020, essentially deletes Chapter 102 of the Texas Code of Criminal Procedures as of January 1, 2020, and moves those provisions to Chapter 134 of the Texas Local Government Code. Effective January 1, 2020, Section 134.103 of the Texas Local Government Code to establish a Local Consolidated Fee of \$14.00 as court costs to be collected upon conviction of all nonjailable misdemeanor offenses, including a criminal violation of a municipal ordinance ("Local Consolidated Fee"). The Local Consolidated Fee includes the Municipal Court Building Security Fee, and, consequently, the City is no longer required to have an ordinance adopted in order to assess and collect the Municipal Court Building Security Fee.

The statutory restrictions on the use of the Municipal Court Building Security fees have not changed. These funds may only be used for security personnel, services, and items related to buildings that house the operations of municipal courts.

The proposed Ordinance would delete Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances in its entirety and

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

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

specifically repeal Ordinance No. 99-26 that was codified as Article 8.1500.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS:

- Ordinance No. 2020-XX
- Local Consolidated Fee Analysis from Texas Municipal Courts Education Center August 2019 Edition of *The Recorder*

FUNDING ISSUES:

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

☐ Full amount already budgeted in Acct/Project# _____

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

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

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

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

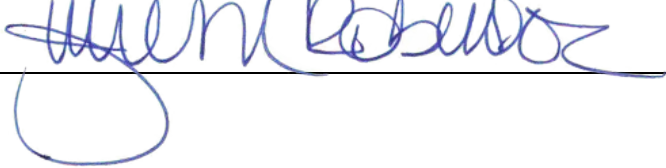
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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ORDINANCE NUMBER 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1500, MUNICIPAL COURT BUILDING SECURITY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-26, CODIFIED AS ARTICLE 8.1500 OF THE CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on September 28, 1999, by Ordinance Number 99-26, the City Council of the City of Spring Valley Village, Texas, created a Municipal Court Building Security Fund pursuant to Article 102.017, as amended, of the Texas Code of Criminal Procedure to assess and collect a Municipal Court Building Security Fee, and such Ordinance was codified as Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances of the City of Spring Valley Village; and

WHEREAS, Senate Bill 346, adopted during the 86th Legislative Session and which becomes effective January 1, 2020, essentially deletes Chapter 102 of the Texas Code of Criminal Procedures as of January 1, 2020, and moves those provisions to Chapter 134 of the Texas Local Government Code; and

WHEREAS, effective January 1, 2020, Section 134.103 of the Texas Local Government Code to establish a Local Consolidated Fee of \$14.00 as court costs to be collected upon conviction of all nonjailable misdemeanor offenses, including a criminal violation of a municipal ordinance ("Local Consolidated Fee"); and

WHEREAS, the Local Consolidated Fee includes the Municipal Court Building Security Fee, and, consequently, the City is no longer required to have an ordinance adopted in order to assess and collect the Municipal Court Building Security Fee; and

WHEREAS, the City Council hereby finds that Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances should be deleted in its entirety, and Ordinance No. 99-26 that was codified as Article 8.1500 should be specifically repealed.

NOW, THEREFORE

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

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

Section 2. Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 3. Ordinance No. 99-26, duly passed and approved on September 28, 1999, and codified as Article 8.1500, Municipal Court Building Security Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances of the City of Spring Valley Village is hereby repealed in its entirety.

Section 4. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 28th day of January, 2020.

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

ATTEST:

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

DIVIDER PAGE

Local Consolidated Fee Analysis

Copied from *The Recorder*, Published by
Texas Municipal Courts Education Center
August 2019

On its surface, the new \$14 Local Consolidated Fee appears to be a smaller version of the \$62 State Consolidated Fee. In some ways, this is true. The courts assess a single dollar amount that is then apportioned to various funds by percentages outlined in the new Chapter 134 of the Local Government Code. The difference is that the Comptroller is not the one responsible for the correct division, apportionment, and legal maintenance of the funds. Rather, it is solely the responsibility of the municipality. Because of this (and for the sake of clarity) the funds are summarized in the table below prior to the analysis, along with the statutory percentage and dollar amount:

Local Consolidated Fee (\$14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	\$4.90
Local Truancy Prevention and Diversion Fund	35.7143	\$5.00
Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

The first takeaway is that all municipal courts will now collect the Municipal Court Building Security Fund and the Municipal Court Technology Fund as part of the Local Consolidated Fee. These two funds are no longer stand alone costs that require the municipality to pass an ordinance in order to assess the amount. Virtually everything else in the respective statutes remains the same, including the permissible uses of the funds collected. It is also important to note that while the Technology Fund remains the same at \$4.00, the Security Fund actually *increases* based on the percent apportioned, from \$3.00 to \$4.90.

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

MEETING DATE: January 28, 2020

TOPIC: Ordinance No. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1400, MUNICIPAL COURT TECHNOLOGY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-25, CODIFIED AS ARTICLE 8.1400 OF THE CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: On September 28, 1999, by Ordinance Number 99-25, the City Council created a Municipal Court Technology Fund pursuant to Article 102.0172, as amended, of the Texas Code of Criminal Procedure to assess and collect a Municipal Court Technology Fee, and such Ordinance was codified as Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances.

Senate Bill 346, adopted during the 86th Legislative Session and which becomes effective January 1, 2020, essentially deletes Chapter 102 of the Texas Code of Criminal Procedures as of January 1, 2020, and moves those provisions to Chapter 134 of the Texas Local Government Code. Effective January 1, 2020, Section 134.103 of the Texas Local Government Code establishes a Local Consolidated Fee of \$14.00 as court costs to be collected upon conviction of all nonjailable misdemeanor offenses, including a criminal violation of a municipal ordinance ("Local Consolidated Fee"). The Local Consolidated Fee includes the Municipal Court Technology Fee, and, consequently, the City is no longer required to have an ordinance adopted in order to assess and collect the Municipal Court Technology Fee. This fee is now set by State law.

The statutory restrictions on the use of the Municipal Court Technology fees have not changed. These funds may only be used to finance the purchase of or to maintain technological enhancements for a municipal court or municipal court of record.

The proposed Ordinance would delete Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and

ACTIONS TAKEN

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

Administration, of the Code of Ordinances in its entirety and specifically repeal Ordinance No. 99-25 that was codified as Article 8.1400.	
RECOMMENDATION: Staff recommends approval of the Ordinance.	
ATTACHMENTS: - Ordinance No. 2020-XX - Local Consolidated Fee Analysis from Texas Municipal Courts Education Center August 2019 Edition of <i>The Recorder</i>	
FUNDING ISSUES: ☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

ORDINANCE NUMBER 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, DELETING ARTICLE 8.1400, MUNICIPAL COURT TECHNOLOGY FUND, OF CHAPTER 8, PERSONNEL AND ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; SPECIFICALLY REPEALING ORDINANCE NUMBER 99-25, CODIFIED AS ARTICLE 8.1400 OF THE CODE OF ORDINANCES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on September 28, 1999, by Ordinance Number 99-25, the City Council of the City of Spring Valley Village, Texas, created a Municipal Court Technology Fund pursuant to Article 102.0172, as amended, of the Texas Code of Criminal Procedure to assess and collect a Municipal Court Technology Fee, and such Ordinance was codified as Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances of the City of Spring Valley Village; and

WHEREAS, Senate Bill 346, adopted during the 86th Legislative Session and which becomes effective January 1, 2020, essentially deletes Chapter 102 of the Texas Code of Criminal Procedures as of January 1, 2020, and moves those provisions to Chapter 134 of the Texas Local Government Code; and

WHEREAS, effective January 1, 2020, Section 134.103 of the Texas Local Government Code to establish a Local Consolidated Fee of \$14.00 as court costs to be collected upon conviction of all nonjailable misdemeanor offenses, including a criminal violation of a municipal ordinance ("Local Consolidated Fee"); and

WHEREAS, the Local Consolidated Fee includes the Municipal Court Technology Fee, and, consequently, the City is no longer required to have an ordinance adopted in order to assess and collect the Municipal Court Technology Fee; and

WHEREAS, the City Council hereby finds that Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances should be deleted in its entirety, and Ordinance No. 99-25 that was codified as Article 8.1400 should be specifically repealed.

NOW, THEREFORE

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

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

Section 2. Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 3. Ordinance No. 99-25, duly passed and approved on September 28, 1999, and codified as Article 8.1400, Municipal Court Technology Fund, of Chapter 8, Personnel and Administration, of the Code of Ordinances of the City of Spring Valley Village is hereby repealed in its entirety.

Section 4. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 28th day of January, 2020.

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

ATTEST:

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

DIVIDER PAGE

Local Consolidated Fee Analysis

Copied from *The Recorder*, Published by
Texas Municipal Courts Education Center
August 2019

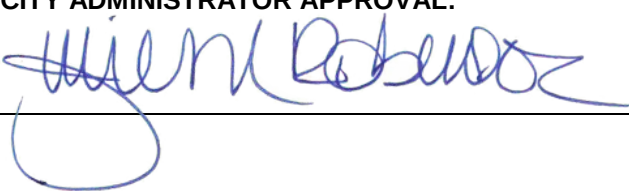
On its surface, the new \$14 Local Consolidated Fee appears to be a smaller version of the \$62 State Consolidated Fee. In some ways, this is true. The courts assess a single dollar amount that is then apportioned to various funds by percentages outlined in the new Chapter 134 of the Local Government Code. The difference is that the Comptroller is not the one responsible for the correct division, apportionment, and legal maintenance of the funds. Rather, it is solely the responsibility of the municipality. Because of this (and for the sake of clarity) the funds are summarized in the table below prior to the analysis, along with the statutory percentage and dollar amount:

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Municipal Court Technology Fund	28.5714	\$4.00
Municipal Jury Fund	.7143	.10¢

The first takeaway is that all municipal courts will now collect the Municipal Court Building Security Fund and the Municipal Court Technology Fund as part of the Local Consolidated Fee. These two funds are no longer stand alone costs that require the municipality to pass an ordinance in order to assess the amount. Virtually everything else in the respective statutes remains the same, including the permissible uses of the funds collected. It is also important to note that while the Technology Fund remains the same at \$4.00, the Security Fund actually *increases* based on the percent apportioned, from \$3.00 to \$4.90.

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

MEETING DATE: January 28, 2020

TOPIC:	Resolution Number 20-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING CHANGE ORDER NUMBER 3 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FERGUSON ENTERPRISES, INC. FOR THE AUTOMATED METER PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	The City of Spring Valley Village entered into a contract on January 28, 2019, with Ferguson Enterprises, Inc. ("Ferguson") to install 2,305 meters. This was completed on October 11, 2019. On November 19, 2019, the City Council approved Change Order No. 2 for the order of 71 additional AML meters. Due to the time needed to install the 71 meters, Ferguson requested an extension of the original contract. The additional meters were ordered upon approval of Change Order No. 2 and received by the City on December 19, 2019. In order to proceed with scheduling the installation of the meters as quickly as possible after the first of the new year, City Administrator Julie Robinson executed Change Order No. 3 which extends the Original Contract deadline by 31 days from January 27, 2020 to February 27, 2020. Ferguson can make requests in writing to the City for additional days due to weather delays. Such requests will be reviewed by staff, and if granted shall extend the contract duration. This Resolution would ratify Ms. Robinson's execution of Change Order No. 3.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 20-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER: Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING CHANGE ORDER NUMBER 3 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FERGUSON ENTERPRISES, INC. FOR THE AUTOMATED METER PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 20, 2019, the City Administrator executed Change Order Number 3 to the Agreement by and between the City of Spring Valley Village, Texas, and Ferguson Enterprises, Inc. for the Automated Meter Project ("Change Order Number 3"), 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 extension of the contract in Change Order No 3; and (2) that the actions of the City Administrator in executing Change Order Number 3 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 Change Order Number 3 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 _____, 2020.

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 20-XX

METER CHANGE ORDER # 3

Date: 12/20/2019

Project: Spring Valley Village

To: Spring Valley Village

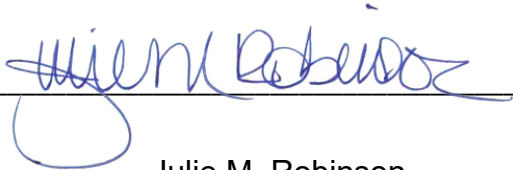
Change Order #3 is requested for the Original Contract dated January 28, 2019. Change Order #3 shall extend the Original Contract and thereby the timeline for installation of additional meters under the Scope of Work for an additional 31 calendar days from the Original Contract termination date of January 27, 2020. Pursuant to this Change Order #3, the revised termination date of the Original Contract shall be February 27, 2019.

Beginning on January 13, 2020, Ferguson shall have 45 calendar days to complete all meter installations. Ferguson may request additional days due to weather delays, but any such request any must be submitted to the City in writing (including documentation to support the weather incident that caused the delay) within two (2) business days after the weather incident. The City shall review the request and notify Ferguson of its decision with regard to the request within two (2) business days.

Approved: Spring Valley Village
Owner

Approved: Ferguson Enterprises LLC
Contractor

By



Printed Name Julie M. Robinson

Title City Administrator

By

Printed Name _____

Title _____

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

MEETING DATE: January 28, 2020

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 DEPOSITORY BANK SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND WELLS FARGO BANK, N.A.; 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:	The City's current depository contract with Wells Fargo Bank, N.A. expires on January 31, 2020. Pursuant to Section 105.012 of the Texas Local Government Code, the City of Spring Valley Village issued Request for Applications for Bank Depository Services ("RFA"). On December 10, 2019, the City Council awarded the RFA to Wells Fargo Bank, N.A. The proposed Resolution approves a Depository Bank Services Agreement with Wells Fargo Bank, N.A. The term of the Agreement is for two (2) years beginning February 1, 2020 and ending January 31, 2022, with the option of three (3) one year extensions.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 20-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER
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RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEPOSITORY BANK SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND WELLS FARGO BANK, N.A.; 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 Depository Bank Services Agreement by and between the City of Spring Valley Village, Texas and Wells Fargo Bank, N.A. (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 28th day of January, 2020.

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 20-XX

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the "Agreement", is made and entered into on the date last herein written by and between the City of Spring Valley Village, Texas, hereinafter called the "City", and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository.** The City, through action of its City Council, hereby designates Bank as a primary depository bank for the period beginning February 1, 2020 and ending on January 31, 2022 ("Initial Term"), unless otherwise terminated in accordance with the provisions hereof. This Agreement may be renewed for three (3) one-year extensions under the same terms and conditions of this Agreement.
2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with applicable laws, accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.
3. **Scope of Services.** Bank agrees to provide those services as described in the City of Spring Valley Village, Texas Request for Application for Depository Bank Services released on August 14, 2019, hereinafter referred to as the "RFA," incorporated herein by reference. Bank acknowledges that all Services performed by Bank are subject to the approval of City.
4. **City Representatives.** During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with this Agreement, and (b) make withdrawals or transfer by written instrument.
5. **Custodian.** City and Bank, by execution of this Agreement, hereby designate Bank of New York Mellon as custodian, hereinafter called "Custodian", to hold in trust the collateral described and pledged by Bank in accordance with the terms and conditions of the Depository Pledge Agreement, attached hereto as Exhibit "A, and incorporated herein for all purposes.
6. **Entire Agreement.** The entire agreement between Bank and City shall consist of (1) this Agreement, (2) the RFA (except to the extent Bank took specific exceptions in the Bank's response to the RFA), (3) Bank's response to the RFA dated September 13, 2019, hereinafter referred to as the "Application," and incorporated herein by reference, (4) the Depository Pledge Agreement, and (4) other such bank service agreements, policies and documents as may be required and approved by the parties, hereinafter referred to as "Service Agreements," and incorporated herein by reference (together, the "Banking Agreements"), each incorporated herein for all purposes as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. Should any conflict arise

between the terms of two or more Banking Agreements, such Banking Agreements shall govern in the order set forth above. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

Bank and City may from time to time enter into new Service Agreements with respect to specific treasury management services as are deemed necessary to further define the rights and duties of the Bank and City with regard to certain defined services, which may include authorization designations and codes, or such other covenants as required for the proper implementation of the Services. Such Service Agreements shall be added to and become a part of this Agreement, are subordinate to this Agreement, and should any conflict arise, the terms of this Agreement shall prevail.

7. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

8. **Compensation.** City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

9. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

11. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Harris County shall be the venue for any dispute arising out of this Agreement.

13. **Notices.** Except as may otherwise be specified in the applicable Service Agreements, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Orlando Saenz, VP- Relationship Manager
Wells Fargo Bank, N.A.
12650 N. Featherwood Dr. Ste. 210
Houston, Texas 77034

City: Julie Robinson, City Administrator
City of Spring Valley Village
1025 Campbell Rd
Spring Valley Village, Texas 77055

Changes to notice information may be made by either party with written notification to the other party.

14. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

15. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

16. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through January 31, 2022 subject to execution of the extension options if applicable.

17. **Indemnification and Release.** During the term of this Agreement, Bank will indemnify, defend and hold harmless the City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, resulting from or relating to the performance of the Services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. By entering into this Agreement, City does

not waive its governmental immunity, any limitations as to damages under Texas law, or any other protection or immunity otherwise provided by law.

18. **Termination.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 90 days prior notice to the other party, provided that this Agreement shall continue in effect and remain in full force and effect and shall be binding on Bank and its successors and assigns until such time, not to exceed ninety (90) days from the date of termination, as all City deposits have been paid in full to City or otherwise paid as instructed by City.

19. **Default** The Bank shall be in default if ruled “bankrupt,” “insolvent” or “failed” by a federal or state banking regulator, or if a receiver is appointed for the Bank.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF SPRING VALLEY VILLAGE, TEXAS

WELLS FARGO BANK, N.A.

By: _____

By: _____

Name: Julie Robinson

Name: _____

Title: City Administrator

Title: _____

Date: _____

Date: _____

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

MEETING DATE: January 28, 2020

TOPIC:	Approval of Pay Estimate No. 7 for Hilldale, Bade, and Cardwell Paving and Utility Improvements Project to Triple B Services, L.L.P. Amount \$110,574.45
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BACKGROUND:	This is the seventh 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 during December. 121.05% Construction Time Expended 94.72% Construction Cost Expended
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RECOMMENDATION:	Tommy V. Cromer, P.E. Senior Project Manager - Public Infrastructure with BINKLEY & BARFIELD, INC. has reviewed the pay estimate and recommends approval.
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ATTACHMENTS:	Pay Estimate No. 7 Submitted By Triple B Services, L.L.P.
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Pat Riley, Public Works Director	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER



January 13, 2020

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

RE: Pay Estimate No. 7
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. 7

The amount of Pay Estimate No. 7 is \$110,574.45

121.05% Construction Time Expended

94.72% 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

January 10, 2020

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. 7 Documents
1	▸ Cover Letter
2	▸ Estimate & Certification for Payment
2	▸ Pay Application No. 7
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

January 10, 2020

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. 7 documents payable in the amount of ONE HUNDRED TEN THOUSAND FIVE HUNDRED SEVENTY-FOUR and 45/100 DOLLARS (\$110,574.45). Enclosures include Estimate & Certification for Payment, Pay Application No. 7, 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: 7
Invoice Number: 18-0802107
Estimate Cutoff Date: 12/31/2019
Date of Estimate: 12/31/2019

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:		- \$58,573.14
	<u>Total Contract Amount:</u>	\$1,614,808.28

B. Earnings to Date:

1. Previous Work Completed:		\$1,406,695.77
2. Work Completed This Period		\$122,860.50
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>	\$1,529,556.27

C. Reductions:

1. Retainage:	10.00% of \$1,529,556.27	\$152,955.63
	Total Payment Due:	\$1,376,600.64
	Less Previous Billings:	\$1,266,026.19
	<u>Total Amount Due This Estimate:</u>	\$110,574.45

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: January 10, 2020

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

Approved by:

Project Representative:

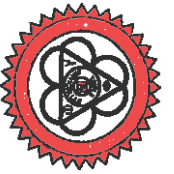
Date:

Approved by:

Tommy V. Cromer
Engineer: *Engineer's Project No*

Date:

1/13/2020

**Pay Estimate**

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

Invoice: 18-0802107
Date: 12/31/19
Application #: 7

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: 01/30/20

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	75,000.00000	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	0.000	17,500.00000	0.00	1,000	17,500.00	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	3,300.00000	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 Signs, 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	0.000	40,000.00000	0.00	1,000	40,000.00	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	2,000	1,000.000000	2,000.00	6,000	4,000.00	6,000.00	150.00%	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	4.50000	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: 18-0802107
Date: 12/31/19
Application #: 7

66

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: 01/30/20

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			% Completed	Materials On-Site
								Quantity JTD	Amount Previous	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	0.000	18,500.00000	0.00	1.000	18,500.00	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	100.000	4.00000	400.00	1,253.000	4,612.00	5,012.00	117.10%	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	50.000	2.30000	115.00	300.000	575.00	690.00	120.00%	0.00
20	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815.000	31,668.75	150.000	11.25000	1,687.50	2,870.000	30,600.00	32,287.50	101.95%	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	465.000	2,208.75	2,208.75	100.00%	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	3.000	200.00000	600.00	3.000	0.00	600.00	42.86%	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	1.000	95.00000	95.00	1.000	0.00	95.00	20.00%	0.00

Pay Estimate

From:

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

Invoice:

18-0802107
Date: 12/31/19
Application #: 7

20

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:

01/30/20

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	%	
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	1,600.000	44.500000	71,200.00	3,380.000	79,210.00	150,410.00	78.06%	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	250.000000	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	70.000	48.500000	3,395.00	1,570.000	72,750.00	76,145.00	83.73%	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	900.000	5.750000	5,175.00	4,490.000	20,642.50	25,817.50	78.03%	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	80.000000	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	0.000	175.000000	0.00	38.730	6,777.75	6,777.75	176.05%	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	35.000	175.000000	6,125.00	35.000	0.00	6,125.00	66.04%	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	9.000000	0.00	822.000	7,398.00	7,398.00	100.00%	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	300.000	85.000000	25,500.00	881.000	49,385.00	74,885.00	89.62%	0.00
34	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	33.000	6,600.00	0.000	200.000000	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
Huffman, TX 77336

Invoice: 18-0802107
Date: 12/31/19
Application #: 7

71

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: 01/30/20

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		
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 Mitering Y and Drains, Complete-in-Place, In Accordance with the Plans and Specifications	LF	3,089.000	11,583.75	0.000	3.75000	0.00	1,010.000	3,787.50	3,787.50	32.70%	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	0.000	15.00000	0.00	642.000	9,630.00	9,630.00	104.05%	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	0.000	16.00000	0.00	640.000	10,240.00	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	0.000	600.00000	0.00	9.000	5,400.00	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	0.000	330.00000	0.00	1.000	330.00	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	1,500.00000	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	0.000	100.00000	0.00	26.000	2,600.00	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	0.000	65.00000	0.00	26.000	1,690.00	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	0.000	105.00000	0.00	370.000	38,850.00	38,850.00	100.00%	0.00

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To: City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
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Invoice Due Date: 01/30/20

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	Amount	Previous		
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		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	0.000	1,185.000000	0.00	1,000	1,185.00	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	9,000	120.000000	1,080.00	13,000	480.00	1,560.00	68.42%	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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Invoice Due Date: 01/30/20

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		
56	Portable Concrete Truck Washout Structures	L.S.	2,000	830.00	0.000	415.000000	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	81.000000	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	75.000000	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	815.000000	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	1,200.000000	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	150.000000	0.00	4,000	600.00	600.00		100.00%	0.00
62	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2,000	8,490.00	0.000	4,245.000000	0.00	2,000	8,490.00	8,490.00		100.00%	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	Quantity JTD	Amount Previous	Completed		% 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	280.00%	0.00
72	Remove and Dispose of 87 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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										And Stored To Date	%	
73	Furnish and Install 87 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	170.000	7,097.50	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	0.000	2,940.00000	0.00	3.000	8,820.00	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	0.000	140.00000	0.00	29.000	4,060.00	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	0.000	560.00000	0.00	4.005	2,243.00	2,243.00	50.07%	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	29.000	8,990.00	8,990.00	100.00%	0.00
79	Furnish By-Pass Pumping, Complete-in-Place, In Accordance with the Plans and Specifications	I.S.	1.000	6,515.00	0.000	6,515.00000	0.00	1.000	6,515.00	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	0.000	0.01000	0.00	170.000	1.70	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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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	590.000000	0.00	5.000	2,950.00	2,950.00	100.00%	0.00
83	Wall 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	28.500000	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	2,370.000000	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	11.850000	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	17.750000	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	L.S.	1.000	70,000.00	0.000	70,000.000000	0.00	1.000	70,000.00	70,000.00	100.00%	0.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	L.S.	1.000	20,682.00	0.000	20,682.000000	0.00	0.000	0.00	0.00	0.00%	0.00
1001	Mobilization and Demobilization To Job Site for Utility Crew	L.S.	1.000	3,600.00	0.000	3,600.000000	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	590.000000	0.00	10.000	5,900.00	5,900.00	100.00%	0.00
1003	Building Of New Survey Model	L.S.	1.000	1,840.00	0.000	1,840.000000	0.00	1.000	1,840.00	1,840.00	100.00%	0.00
1005	Temporary 2-inch Thick Type D HMA/C Widening for Detour Traffic Along Edge of Pavement Includes Prep Subgrade and Build Subgrade	SY	1,882.660	51,660.19	200.000	27.440000	5,488.00	2,082.660	51,660.19	57,148.19	110.62%	0.00
1006	Install 1 1/2" Water Service Line	EA	1.000	2,245.08	0.000	2,245.080000	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	7.410000	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

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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	75.400	14,597.44	14,597.44		100.00%	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 ONE HUNDRED TEN THOUSAND FIVE HUNDRED SEVENTY FOUR and 45/100 DOLLARS (\$110,574.45), 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: January 10, 2020

Triple B Services, LLP

Donna M. Burke
By: _____
Sr. Project Administrator

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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



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

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF HARRIS

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

18-08021. 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: January 10, 2020

Triple B Services, LLP

Donna M. Burke
By: _____
Sr. Project Administrator

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



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

Maria Vera

From:

Sent:

To:

Subject:

Keith Elkins <keith@projectsurveillance.com>

Friday, January 10, 2020 11:07 AM

Maria Vera

Re: December Estimate qty's

Approved

Thanks

Keith

On Thu, Jan 9, 2020 at 8:47 AM Maria Vera <maria@triplebservices.com> wrote:

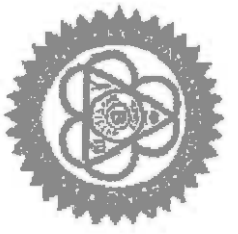
Good morning Keith,

Hope you had good Holidays. Attached please find the qty's for the December Estimate. Would you please review at your earliest convenience and let me know if you are okay with them. If you have any questions please don't hesitate to call me. 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

—
Keith Elkins
Project Surveillance
Project Representative
281-881-3928
Keith@projectsurveillance.com

December 2019

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 Uni	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		1.00	17,500.00	100.00
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		1.00	40,000.00	100.00
08	Remove Tree 0 To 11.99"	EA	4.00	500.00	\$ 2,000.00		4.00	2,000.00	100.00
	Remove Tree 12 To 29.99"	EA	4.00	1,000.00	\$ 4,000.00	2.00	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 Flaggers, In Accordance With Plans And Specs.	LS	1.00	18,500.00	\$ 18,500.00		1.00	18,500.00	100.00
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
	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	100.00	1,153.00	4,612.00	107.76
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
	Remove And Dispose Of Old Concrete Curb Or Curb And Gutter, Complete-in-Place, In Accordance With The Plans And Specifications	LF	250.00	2.30	\$ 575.00	500.00	250.00	575.00	100.00
	Roadway Excavation including Strippling, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815.00	11.25	\$ 31,668.75	150.00	2,720.00	30,600.00	96.63
21	Borrow, Complete In Place, In Accordance With The Plans And Specs.	CY	465.00	4.75	\$ 2,208.75		465.00	2,208.75	100.00

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	Prev Billed Amt	% Complete
22	Furnish And Install Temporary HMA/C3-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	3.00	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	1.00	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	1,600.00	1,780.00	79,210.00	41.11
26	Furnish And Install 9" Fast 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	70.00	1,300.00	72,750.00	80.00
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	900.00	3,390.00	20,642.50	62.39
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		38.73	6,777.75	176.05
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	35.00	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		822.00	7,398.00	100.00
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	300.00	581.00	49,385.00	59.10
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 Metering Yard Drains, Complete-In-Place, In Accordance with the Plans and Specifications	LF	3,089.00	3.75	\$ 11,583.75		1,010.00	3,787.50	32.70
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		642.00	9,630.00	104.05
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

Pay Estimate Cutoff

5th

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		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		1.00	1,185.00	100.00
54	Furnish And Install Inlet Protection Barrier (Stage ID), Complete-In-Place, In Accordance With The Plans And Specifications	EA	19.00	120.00	\$ 2,280.00	4.00	4.00	480.00	21.05
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 Truck Washout Structures	LS	2.00	415.00	\$ 830.00		2.00	830.00	100.00

Pay Estimate Cutoff

5th

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev Billed Uni	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 C909 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 C909 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 DEFTHS, 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

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	7,097.50	100.00
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	8,820.00	100.00
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	4,060.00	100.00
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		4.01	2,243.00	50.06
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	8,990.00	100.00
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	6,515.00	100.00
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		170.00	1.70	100.00
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		1.00	70,000.00	100.00
88	Payment to CenterPoint Energy for Decorative Street Lighting Installation and Removal of Existing Street Lights - Fixed	LS	1.00	20,682.00	\$ 20,682.00		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
1001	Mobilization and Demobilization To Job Site for Utility Crew	L.S.	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	L.S.	1.00	1,840.00	\$ 1,840.00		1.00	1,840.00	100.00
1004	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	206.00	1,882.66	51,660.19	100.00
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		75.40	14,597.44	100.00
2001	10" Waterline Offset	L.S.	1.00	4,000.00	\$ 4,000.00		1.00	4,000.00	100.00



City of Spring Valley Village
Police Department

1025 Campbell Road
Houston, TX 77055
713-465-8323
Fax: 713-465-3135

Date: January 13, 2019

To: City Secretary Roxanne Benitez

From: Chief L. Evans

Reference: 2019 Racial Profiling Report

As required by Article 2.132 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Spring Valley Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2019. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which will be electronically filed with the Texas Commission on Law Enforcement.

Racial Profiling Report 2019

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender	
FEMALE	2658
MALE	3897
Total	6555

2. Race or ethnicity	
ALASKA NATIVE/AMERICAN INDIAN	26
ASIAN/PACIFIC ISLANDER	523
BLACK	959
HISPANIC/LATINO	2322
WHITE	2725
Total	6555

3. Was race or ethnicity known prior to stop?	
N	6541
Y	14
Total	6555

4. Reason for Stop?	
MOVING TRAFFIC VIOLATION	4949
VEHICLE TRAFFIC VIOLATION	1586
VIOLATION OF LAW	20
Total	6555

5. Street address or approximate location of the stop	
CITY STREET	6504

7. Reason for Search?	
CONSENT	5
CONTRABAND IN PLAIN VIEW	1
INCIDENT TO ARREST	1
INVENTORY	3
NO SEARCH	6493
PROBABLE CAUSE	52
Total	6555

8. Was Contraband discovered?	
N	21
Y	41
Total	62

9. Description of contraband	
ALCOHOL	6
DRUGS	31
OTHER	9
WEAPONS	3
Total Contraband Found	49

10. Result of the stop	
CITATION	2723
CITATION AND ARREST	15
WRITTEN WARNING	3807
WRITTEN WARNING AND ARREST	10
Total	6555

Spring Valley Village, TX PD

Jan 1, 2019 - Dec 31, 2019

Racial Profiling Report 2019

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

5. Street address or approximate location of the stop	
COUNTY ROAD	4
PRIVATE PROPERTY OR OTHER	32
STATE HIGHWAY	4
US HIGHWAY	11
Total	6555

6. Was a search conducted?	
N	6493
Y	62
Total	6555

11. Arrest based on	
OUTSTANDING WARRANT	7
VIOLATION OF PENAL CODE	4
VIOLATION OF TRAFFIC LAW	14
Arrest Total	25

12. Was physical force resulting in bodily injury used during stop?	
N	6555
Total	6555

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

MEETING DATE: January 28, 2020

TOPIC:	Approval of Pay Estimate No. 3 for the New Production Well Project to W. W. Payton Corporation in the Amount of \$105,300.00
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BACKGROUND:	This is the third 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 January 9, 2020.
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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. 3 Submitted By W. W. Payton Corporation
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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:	
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SUBMITTING STAFF MEMBER: Pat Riley, Director of Public Works	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER



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. 3 for Payment -
City of Spring Valley Village Project No. 2019-01-01B,
TWBD SWIFT Project No. 51056

DATE: January 13, 2020

Attached to this document is Estimate No. 3 (Date January 9, 2020) 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. Estimate No. 3 includes the completed work through January 9, 2020. 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.
Senior Supervising Hydrogeologist

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

January 9, 2020

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. 3
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 1/9/20 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	1	0	1	LS	375,000.00	375,000.00
c	Underreaming the pilot hole below the conductor casing	1	1	0	1	LS	190,000.00	190,000.00
d	Production casing and screen(s) set in place	1	1	0	1	LS	350,000.00	350,000.00
e	Graveling, sterilizing, developing and testing the well.	1	0.75	0.25	1	LS	268,000.00	268,000.00
f	Furnishing the test pumping equipment & Pump Test	1	0.5	0.5	1	LS	100,000.00	100,000.00
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	

DESCRIPTION		QTY. BID	QTY. PRIOR	QTY. THIS PERIOD	DONE TOTAL	UNIT	UNIT PRICE	AMOUNT COMPLETE
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								\$1,697,600.00
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	1	0	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	2	0	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	-5	0	-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	-87	0	-87	LF	100.00	-8,700.00

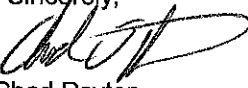
<u>DESCRIPTION</u>		<u>QTY.</u> <u>BID</u>	<u>QTY.</u> <u>PRIOR</u>	<u>QTY.</u> <u>THIS PERIOD</u>	<u>DONE</u> <u>TOTAL</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u> <u>COMPLETE</u>
27	14-inch diameter stainless steel screen wrapped on mild steel pipe, as required in place other than the 230-foot base length for the well in item 2	15	102	0	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)		:		\$1,697,600.00
Unit C: Extra Bid Items (19-32)		:		\$87,900.00
Unit D: Cash allowance (1)		:		\$0.00
Total Amount Done to Date		:		\$1,785,500.00
Less Retainage	10%	:		\$178,550.00
Difference		:		\$1,606,950.00
Less Previous Estimate		:		\$1,501,650.00
TOTAL AMOUNT DUE THIS ESTIMATE		:		\$105,300.00

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 Hundred Five Thousand Three Hundred and No/100 DOLLARS (\$105,300.00) 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.

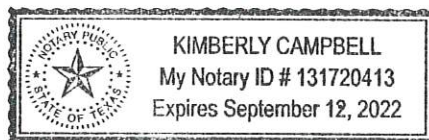
W. W. Payton Corporation

By: W. W. Payton
Wesley W. Payton - President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 9th day of January, 2020, to certify which witness my hand and seal of office.

Kimberly Campbell
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: [Signature]
Title: President
Printed Name: Wesley W. Payton

ATTEST:
[Signature]
Printed Name: Marilyn R. Payton - Secretary

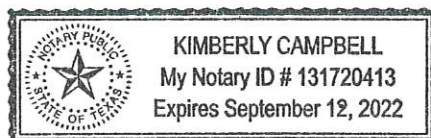
THE STATE OF TEXAS COUNTY OF WALLER

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 subscribe 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 9th day of January, 2020.

Commission Expires: 9-12-2022

[Signature]
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: January 28, 2020

TOPIC:	Approval of Pay Estimate No. 2 for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$66,532.50
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BACKGROUND:	This is the second 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 from October through December.
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RECOMMENDATION:	Ryan Steib with Clark Condon and City Staff have reviewed the pay estimate and recommend approval.
------------------------	--

ATTACHMENTS:	• Pay Estimate No. 2 Submitted By Jerdon Enterprises, L.P.
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7504</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: Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

TO: Matthew Hitt. City of Spring Valley Village
FROM: Ryan Steib, Clark Condon
DATE: 20_01-08
PROJECT: Spring Valley Village City Hall Park Ph. 2
CCA PROJECT NO.: 119-009
DISTRIBUTION: Electronic

Matthew,

Clark Condon has reviewed the December 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

713-871-1414

Spring Valley City Hall Park Phase II

SIGNED: Darrol Vincent, Jr., President 101

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

PROJECT:
Spring Valley Village Park Renovation
Phase II Landscape Improvements

APPLICATION NO: 5467-02

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

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

VIA ARCHITECT:
N/A

PERIOD TO: 12/31/2019

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.

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.

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)	\$ 340,369.39
5. RETAINAGE:	
a. 10% of Completed Work	\$ 34,036.94
(Column D + E on G703)	
b. % of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 34,036.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 306,332.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 239,799.95
8. CURRENT PAYMENT DUE	\$ 66,532.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 34,036.94

CONTRACTOR:

By: David Vincent, Jr., President Date: 01/07/2020

State of: Texas County of: Fort Bend

Subscribed and sworn to before me on 01/07/2020

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 \$ 66,532.50

(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: David Stab Date: 1/8/2020

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.

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, 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: 5487-02

APPLICATION DATE: 01/07/2020

PERIOD TO: 12/31/2019

ARCHITECT'S PROJECT NO: 119-009

B		C		D		E		F		G			H		I	
ITEM NO	DESCRIPTION OF WORK	UNIT TYPE	UNIT QTY	UNIT BID PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	FROM PREVIOUS APPLICATION (D + E)	CURRENT QUANTITY	CURRENT AMOUNT	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL QUANTITY	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
1	Site Prep & Mobilization	LS	1.00	\$ 38,914.89	\$38,914.89	1.00	\$38,914.89		\$0.00		1.00	\$38,914.89	100.00%	\$0.00	\$3,391.49	
2	Performance & Payment Bonds	LS	1.00	\$ 6,500.00	\$6,500.00	1.00	\$6,500.00		\$0.00		1.00	\$6,500.00	100.00%	\$0.00	\$550.00	
3	Temporary Construction Fence	LF	560.00	\$ 5.50	\$3,080.00	560.00	\$3,080.00		\$0.00		560.00	\$3,080.00	100.00%	\$0.00	\$308.00	
4	Root Pruning	LS	1.00	\$ 3,000.00	\$3,000.00	1.00	\$3,000.00		\$0.00		1.00	\$3,000.00	100.00%	\$0.00	\$300.00	
5	Tree Protection Fence	LF	1500.00	\$ 4.00	\$6,000.00	1,500.00	\$6,000.00		\$0.00		1,500.00	\$6,000.00	100.00%	\$0.00	\$600.00	
6	Tree Removal	LS	1.00	\$ 4,000.00	\$4,000.00	1.00	\$4,000.00		\$0.00		1.00	\$4,000.00	100.00%	\$0.00	\$400.00	
7	Demo Existing Walk	SF	250.00	\$ 1.50	\$375.00	250.00	\$375.00		\$0.00		250.00	\$375.00	100.00%	\$0.00	\$37.50	
8	Remove Existing Site Furniture	LS	1.00	\$ 6,000.00	\$6,000.00	1.00	\$6,000.00		\$0.00		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	1.00	\$12,000.00		\$0.00		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	160.00	\$5,600.00		\$0.00		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	70.00	\$2,800.00		\$0.00		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	2.00	\$3,000.00		\$0.00		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	1.00	\$2,000.00		\$0.00		1.00	\$2,000.00	100.00%	\$0.00	\$200.00	
14	SWPPP	LS	1.00	\$ 8,000.00	\$8,000.00	1.00	\$8,000.00		\$0.00		1.00	\$8,000.00	100.00%	\$0.00	\$800.00	
15	Concrete Paving	SF	2015.00	\$ 11.50	\$23,172.50	2,015.00	\$23,172.50		\$0.00		2,015.00	\$23,172.50	100.00%	\$0.00	\$2,317.25	
16	Paving Sand	SF	60.00	\$ 95.00	\$5,700.00	60.00	\$5,700.00		\$0.00		60.00	\$5,700.00	100.00%	\$0.00	\$570.00	
17	Pea Gravel	SF	6000.00	\$ 4.00	\$24,000.00	6,000.00	\$24,000.00		\$0.00		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	500.00	\$5,750.00	150.00	\$1,725.00		650.00	\$7,475.00	100.00%	\$0.00	\$747.50	
19	Stone Swale Center	SF	2500.00	\$ 12.00	\$30,000.00	2,500.00	\$30,000.00		\$0.00		2,500.00	\$30,000.00	100.00%	\$0.00	\$3,000.00	
20	Stone Boulder	EA	90.00	\$ 177.00	\$15,930.00	90.00	\$15,930.00		\$0.00		90.00	\$15,930.00	100.00%	\$0.00	\$1,593.00	
21	Interpretive Plaque	EA	3.00	\$ 300.00	\$900.00	3.00	\$900.00		\$0.00		3.00	\$900.00	100.00%	\$0.00	\$90.00	
22	6' Bench with Concrete Pad	EA	7.00	\$ 2,700.00	\$18,900.00		\$0.00	7.00	\$15,400.00		7.00	\$15,400.00	100.00%	\$0.00	\$1,540.00	
23	8' Picnic Table w/ 2-8' Benches and Concrete Pad	EA	4.00	\$ 4,000.00	\$16,000.00		\$0.00	4.00	\$16,000.00		4.00	\$16,000.00	100.00%	\$0.00	\$1,600.00	
24	Trash Receptacle w/ Concrete Pad	EA	3.00	\$ 2,500.00	\$7,500.00	3.00	\$7,500.00		\$0.00		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	3.00	\$4,800.00		\$0.00		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	134.00	\$3,484.00		\$0.00		134.00	\$3,484.00	100.00%	\$0.00	\$348.40	
27	Blue Mistflower - 1 Gal	EA	54.00	\$ 26.00	\$1,404.00	54.00	\$1,404.00		\$0.00		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	148.00	\$3,848.00		\$0.00		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	66.00	\$1,716.00		\$0.00		66.00	\$1,716.00	100.00%	\$0.00	\$171.60	
30	Butterfly Iris - 3 Gal	EA	49.00	\$ 50.00	\$2,450.00	49.00	\$2,450.00		\$0.00		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	41.00	\$1,558.00		\$0.00		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	147.00	\$3,822.00		\$0.00		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	93.00	\$2,418.00		\$0.00		93.00	\$2,418.00	100.00%	\$0.00	\$241.80	
34	Steel Edging - 4" ht	LF	360.00	\$ 10.00	\$3,600.00	360.00	\$3,600.00		\$0.00		360.00	\$3,600.00	100.00%	\$0.00	\$360.00	
35	Sod	SF	7890.00	\$ 0.65	\$5,128.50	7,890.00	\$5,122.00		\$0.00		7,890.00	\$5,122.00	100.00%	\$0.00	\$512.20	
36	Irrigation System Complete & Operational	LS	1.00	\$18,500.00	\$18,500.00	1.00	\$18,000.00		\$0.00		1.00	\$18,000.00	100.00%	\$0.00	\$500.00	
37	60 Day Landscape Maintenance	LS	1.00	\$ 2,800.00	\$2,800.00		\$0.00	1.00	\$2,800.00		1.00	\$2,800.00	100.00%	\$0.00	\$250.00	
41	Electrical Wiring & Conduit	LS	1.00	\$38,900.00	\$38,900.00		\$0.00	1.00	\$38,000.00		1.00	\$38,000.00	100.00%	\$0.00	\$3,800.00	
GRAND TOTALS						\$340,369.39		\$266,444.39		\$73,925.00	\$0.00	\$340,369.39		\$0.00	\$34,036.94	

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

This Invoice \$73,925.00
Retainage this Invoice \$ (7,392.50)
Total of Invoice \$66,532.50

Reconcile

Total Contract Price \$340,369.39
Total Completed to Date \$340,369.39
Less Retainage (\$34,036.94)
Subtotal \$306,332.45
Net Amount Previously Billed \$ 299,799.95
Net Due this Billing \$66,532.50

TOTAL BILLED \$ 306,332.45

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 statues 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 January, 2020, ~~20XX~~



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

Dated through which lien is released: December 31, 2019

For Draw or Invoice No. and Date: 5467-02 January 6, 2020

VII. AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

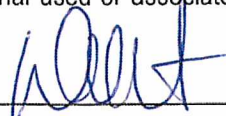
COUNTY OF FORT BEND

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: January 7, 2020
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.

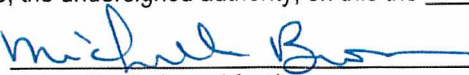
By: 

Name: Darrol Vincent, Jr.

Title: President

Subscribed and sworn to before me, the undersigned authority, on this the 6th day of January, 2020, 20XX.




Notary Public in and for the
State of Texas

My Commission Expires: 05/19/2021

END OF SECTION

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2019
thru 12\31\2019

Type	Description	# Of Calls
6	ACCIDENT	22
22	ALARM	59
23	AMBULANCE CALL	17
24	ANIMAL CALL	6
144	ARREST	5
43	ASSIST OUTSIDE AGENCY	8
135	BUSINESS CHECK	427
48	CITY CREW REPAIRS	1
38	DAMAGE TO CITY PROPERTY	2
53	DEBRIS IN ROADWAY	6
54	DECEASED PERSON	1
55	DISCHARGING FIREWORKS	1
60	FIRE CALL	11
62	FOUND PROPERTY	1
65	GAS LEAK	1
68	HOUSE CHECK	75
70	INFORMATION	45
71	INVESTIGATION	10
76	LOUD NOISE	11
81	OPEN DOOR	17
86	PUBLIC RELATIONS	242
90	REPOSSESSED VEHICLE	1
96	SOLICITOR	6
99	STALLED VEHICLE	26
141	STORED/ ABANDONED VEHICLE	1
103	SUSPICIOUS ACTIVITY	10
104	SUSPICIOUS PERSON	9
105	SUSPICIOUS VEHICLE	46
11	TRAFFIC STOP	344
111	VEHICLE BLOCKING ROADWAY	8
112	VEHICLE CHECK	14
123	VEHICLE MAINTENANCE	1
117	WELFARE CONCERN	7
Total		1,441

Spring Valley Village, TX PD

Dec 1, 2019 - Dec 31, 2019

Citation Violation Audit By Offense

Total Charges: 476

Description	Counts
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	42
DEFECTIVE HEAD LAMPS	66
DEFECTIVE HEAD LIGHTS	14
DEFECTIVE STOP LAMP(S)	12
DEFECTIVE TAIL LAMP(S)	15
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	6
DISPLAY/ EXPIRED REGISTRATION	22
DISREGARD LANE CONTROL SIGNAL/DEVICE	1
DRIVING WITHOUT ANY LICENSE	3
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	26
DROVE WRONG WAY ON ONE-WAY ROADWAY	1
EXPIRED DRIVERS LICENSE	6
FAIL TO CONTROL SPEED	3
FAIL TO DISPLAY DRIVERS LICENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	18
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	8
FAILED TO DIM HEADLIGHTS - FOLLOWING	2
FAILED TO DIM HEADLIGHTS - MEETING	23
FAILED TO DRIVE IN A SINGLE LANE	1
FAILED TO SIGNAL INTENT TO TURN	3
FAILED TO SIGNAL TURN	4
FAILED TO SIGNAL TURN / LANE CHANGE	3
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	2
ILLEGAL BUYERS TAGS	1
ILLEGAL OBSTRUCTION OF WINDOWS	1
ILLEGAL PARKING - NO PARKING ANY TIME	3

CONFIDENTIAL

Spring Valley Village, TX PD

Dec 1, 2019 - Dec 31, 2019

Citation Violation Audit By Offense

Total Charges: 476

Description	Counts
LICENSE PLATE OBSCURED	5
NO DRIVERS LICENSE	26
NO FRONT LICENSE PLATE	28
NO SEAT BELT - PASSENGER	3
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	1
PARKED FACING TRAFFIC	10
PARKING/STANDING WITHIN 15 FEET OF A FIRE HYDRANT	1
PASSING AUTHORIZED EMERGENCY VEHICLE	2
PASSING/DISREGARD NO PASSING ZONE	2
PUBLIC INTOXICATION	2
RAN RED LIGHT	15
RAN STOP SIGN	26
SPEEDING >10% ABOVE POSTED LIMIT	58
SPEEDING IN SCHOOL ZONE	3
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
VIOLATE DL RESTRICTION B	2

CONFIDENTIAL

MONTHLY K-9 REPORT

FOR THE MONTH OF: Dec-19

MOYER, NABORS

FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE

139

OUTSIDE AGENCY

1

K-9 APPREHENSIONS

0

NARCOTICS CASES

0

PUBLIC RELATIONS EVENT

4

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

MEETING DATE: January 28, 2020

TOPIC:	Ordinance No. 2020-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS BY AMENDING SECTION 4.404, “NO COMMERCIAL PEDDLERS, SOLICITORS, OR CANVASSERS INVITED” SIGNS, OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO PROVIDE FOR A “NO SOLICITATION” LIST AND MAKING IT ILLEGAL TO SOLICIT AT AN ADDRESS ON SUCH LIST; AMENDING SECTIONS 4.407, REGISTRATION STATEMENT, 4.409, REGISTRATION CERTIFICATE, 4.410, IDENTIFICATION CARDS, 4.412, INSPECTION, AND 4.416, SIGNAGE, ALL OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO TRANSFER RESPONSIBILITIES TO THE POLICE DEPARTMENT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
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BACKGROUND:	At the December 10, 2019 City Council meeting, Council provided direction to add a “no solicitation” list to the City’s solicitation regulations. The attached ordinance amends Section 4.404 to create a “No Solicitation” list and provide residents with an option to add their names to the no solicitation list and further prohibits solicitation of addresses on the list. Additionally, the proposed Ordinance amends Sections 4.407, 4.409, 4.410, 4.412, and 4.416 to transfer the responsibilities set forth in those sections, primarily related to the registration statement and certificate, from the City Administrator and/or City Secretary to the Police Department making the Ordinance consistent with the existing practice.
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RECOMMENDATION:	Staff recommends approval of the Ordinance
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ATTACHMENTS:	• Ordinance No. 2020-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 _____
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

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

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:

Julie M. Robinson

SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator
and Loren Smith, City Attorney

CITY ADMINISTRATOR APPROVAL:

Julie M. Robinson

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS BY AMENDING SECTION 4.404, "NO COMMERCIAL PEDDLERS, SOLICITORS, OR CANVASSERS INVITED" SIGNS, OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO PROVIDE FOR A "NO SOLICITATION" LIST AND MAKING IT ILLEGAL TO SOLICIT AT AN ADDRESS ON SUCH LIST; AMENDING SECTIONS 4.407, REGISTRATION STATEMENT, 4.409, REGISTRATION CERTIFICATE, 4.410, IDENTIFICATION CARDS, 4.412, INSPECTION, AND 4.416, SIGNAGE, ALL OF ARTICLE 4.400, PEDDLERS, SOLICITORS, AND ITINERANT VENDORS, OF CHAPTER 4, BUSINESS AND COMMERCE, OF THE CODE OF ORDINANCES TO TRANSFER RESPONSIBILITIES TO THE POLICE DEPARTMENT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it to be in the best interest of the health, safety and welfare of its residents to amend the City's solicitation regulations to create a "No Solicitation" list as provided for herein; and

WHEREAS, the City Council further finds it to be in the best interest of the health, safety and welfare of its residents to prohibit solicitors, peddlers and itinerant vendors from soliciting at a property listed on the No Solicitation" list; and

WHEREAS, the City Council further desires to amend the City's solicitation regulations with regard to the registration statement, registration certificate, identification cards, inspection and signage to transfer those responsibilities to the Police Department since such activities have been and are currently conducted by the Police Department.

NOW, THEREFORE:

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

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

Section 2. Section 4.404, No Commercial Peddlers, Solicitors, or Canvassers Invited" Signs, of Article 4.400 Peddlers, Solicitors, and Itinerant Vendors, Chapter 4, Business and Commerce, of the City's Code of Ordinances is hereby amended by adding thereto the language underscored below to read as follows:

"Section 4.404 – "No Commercial Peddlers, Solicitors, or Canvassers Invited" Signs; No Solicitation List.

- (a) The residents of the City of Spring Valley Village, Texas, shall determine whether solicitors shall be, or shall not be, invited to their respective residence. So that such determinations of the residents are made in a similar manner, every resident desiring to secure the protection of the regulations contained in this section shall give notice of the determination of an invitation or refusal of the invitation to commercial peddlers, solicitors or canvassers by posting a notice on the resident's private property, clearly visible to approaching persons, as follows: "No Commercial Peddlers, Solicitors or Canvassers Invited". The letters shall be at least two inches (2") in height. For the purpose of uniformity, signs or cards, bearing the above message, shall be available on request to residents requesting them from the city, at the city's cost to produce such signs or cards.
- (b) The residents of the City of Spring Valley Village, Texas may also place their address on a No Solicitation list by completing a form provided by the City. This list will be maintained by the Police Department and will be provided to solicitors upon their receipt of the registration certificate as provided in this article.
- (~~b~~c) It shall be unlawful for any peddler, solicitor or canvasser to go upon any private property and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant, for the purpose of securing an audience with the occupant and to engage in the business activities of a peddler, solicitor, or canvasser, in defiance of the notice exhibited on the property in accordance with this section or if the address of the property is listed on the City's No Solicitation list provided with the registration certificate."

Section 3. Section 4.407, Registration Statement, of Article 4.400, Peddlers, Solicitors, and Itinerant Vendors, of Chapter 4, Business and Commerce, of the City's Code of Ordinances is hereby amended by deleting therefrom the language struck through and adding thereto the language underscored below to read as follows:

"Section 4.407 – "Registration Statement.

Prior to commencement of business and related activities a registration statement shall be completed on a form provided by the

~~city secretary~~ Police Department for that purpose, stating the following:

- (a) Name of applicant (person who completes the registration statement).
- (b) Height, weight, sex, and hair color, of applicant.
- (c) A recent color or black and white photograph of the applicant, no larger than two inches (2") by two inches (2").
- (d) Social security number of applicant.
- (e) Permanent home address, and local address, if different.
- (f) Applicant's driver's license number and state of issuance. If the applicant has no driver's license other identification showing the applicant's date of birth shall be provided.
- (g) Name of individual, firm, company, or organization represented, if any, and the permanent address and local address thereof, if any.
 - (1) If said applicant, or individual, firm, company, or organization represented is a Corporation incorporated under the laws of the State of Texas, the applicant shall provide a true and correct copy of the charter or articles of incorporation; or
 - (2) If said applicant, or individual, firm, company, or organization represented is a Corporation incorporated under the laws of a state other than Texas, the applicant shall provide a true and correct copy of its certificate of authority to do business in the State of Texas.
- (h) Description, vehicle license number, and state of registration of each vehicle, if any, that will be operated under the registration certificate being applied for.
- (i) The name, height, weight, sex, hair color, social security number, permanent home address, date of birth, and driver's license number and state of issuance for each individual who will be conducting business under the registration certificate.

- (j) Prior to issuance of the registration certificate and identification cards provided for in this article, each individual whose name is listed by the applicant shall present his or her driver's license or other identification in person to the ~~city secretary~~ Police Department for verification of the information provided by the applicant.
- (k) A recent color or black and white photograph of each individual who is listed by the applicant, no larger than two inches (2") by two inches (2") shall be provided.
- (l) A description of the business and related activities to be conducted.
- (m) A copy of the applicant's Texas sales tax permit, if applicable.
- (n) Character and description of the commodities, goods, merchandise, or services to be offered for sale.
- (o) Location or locations from which business and other activities will be conducted.
- (p) Prior to issuance of the registration certificate and identification cards provided for in this article, the applicant, and each individual whose name is listed by the applicant, shall answer on the registration statement, or on an attachment thereto, whether he or she has ever been convicted of a felony or a misdemeanor, other than misdemeanor traffic law offenses.
- (q) Prior to issuance of the registration certificate and identification cards provided for in this article, the applicant and each individual whose name is listed by the applicant, shall, on the registration statement, or attachment thereof, (1) separately list and explain the nature of each and every conviction, whether for felony or misdemeanor offenses, other than convictions for misdemeanor traffic law offenses, and give the state where the conviction occurred, and the year of such conviction, and (2) authorize the ~~city~~ Police Department, by that person's signature, to verify that person's criminal history, or lack thereof.
- (r) The term or period during which the business and activities will be conducted, not to exceed six (6) months. Upon expiration of the six (6) month period, or shorter period indicated by the applicant on the registration statement, the

applicant must complete a new registration statement, in accordance with the requirements of this section, if renewal is desired.”

Section 4. Section 4.409, Registration Certificate, of Article 4.400, Peddlers, Solicitors, and Itinerant Vendors, of Chapter 4, Business and Commerce, of the City’s Code of Ordinances is hereby amended by deleting therefrom the language struck through and adding thereto the language underscored below to read as follows:

“Section 4.409 – “Registration Certificate.

- (a) When all prerequisites of this article have been complied with, the ~~city administrator~~ Police Department shall initiate appropriate action to process the application. The ~~city administrator~~ Police Department shall make an appropriate investigation of an applicant, any person listed by the applicant, and any information provided. The ~~city administrator or city secretary~~ Police Department shall issue a registration certificate to the applicant authorizing the sale, offer for sale, taking of orders for sale, and exhibition, of commodities, goods, merchandise, and services within five (5) working days after the applicant has fully complied with all applicable provisions of this article, subject to the denial of registration certificate or identification card as outlined in this article.
- (b) The registration certificate shall state the effective term, and the beginning and ending dates, not to exceed six (6) months as provided in Section 4.4077(r). Upon expiration, the registration certificates may be renewed upon full compliance with the requirements of this article.
- (c) A registration certificate issued hereunder shall be personal to the applicant and shall not be sold, assigned, or transferred to any other person, firm, corporation, or association. Any attempted sale, assignment, or transfer of a registration certificate or identification card shall be grounds for revocation of the registration certificate.”

Section 5. Section 4.410, Identification Cards, of Article 4.400, Peddlers, Solicitors, and Itinerant Vendors, of Chapter 4, Business and Commerce, of the City’s Code of Ordinances is hereby amended by deleting therefrom the language struck through and adding thereto the language underscored below to read as follows:

“Section 4.410 – “Identification Cards.

- (a) In conjunction with issuance of a registration certificate the ~~city secretary~~ Police Department shall issue identification cards for each individual whose name is listed in the registration statement. The identification card shall be laminated in clear plastic, shall have a metal clothing clip, shall contain the photograph of the holder, and shall state the holder's name, driver's license number and state of issuance, and the height, weight, sex, and hair color, of the card holder, the term of the permit, and the nature of the business and related activities. The card shall contain a conspicuous disclaimer of any endorsement by the City of Spring Valley Village: "The City of Spring Valley Village, Texas, Does Not Endorse These Activities."
- (b) An identification card issued in accordance with this article shall be personal to the card holder and shall not be sold, assigned, or transferred to any other person. Any attempted sale, assignment, or transfer of an identification card shall be grounds for revocation of the registration certificate and the identification cards issued thereunder.
- (c) The ~~city~~ Police Department shall issue up to five (5) identification cards with the registration certificate without any additional charge. The applicant may obtain additional or replacement identification cards by paying to the ~~city~~ Police Department a fee as provided for in the fee schedule found in the appendix of this code. "

Section 6. Section 4.412, Inspection, of Article 4.400, Peddlers, Solicitors, and Itinerant Vendors, of Chapter 4, Business and Commerce, of the City's Code of Ordinances is hereby amended by deleting therefrom and adding thereto the language underscored below to read as follows:

"Section 4.412 – "Inspection.

A representative of the ~~city~~ Police Department designated by the ~~city administrator~~ Police Chief shall have the authority to request admission to inspect, at a reasonable time without advance notice, a business operating under a registration certificate issued pursuant to this article to determine whether the certificate holder's business and related activities are as represented in the registration statement. If admission is denied, or if the ~~city administrator~~ Police Department deems it advisable, then the ~~city administrator~~ Police Department shall have the authority to obtain a warrant, in accordance with applicable law, for the purpose of conducting the inspection."

Section 7. Section 4.416, Signage, of Article 4.400, Peddlers, Solicitors, and Itinerant Vendors, of Chapter 4, Business and Commerce, of the City's Code of Ordinances is hereby amended by deleting therefrom and adding thereto the language underscored below to read as follows:

“Section 4.416 – “Signage.

The ~~city administrator~~ Police Department is authorized to place signs pertaining to this article in the city as appropriate and necessary.”

Section 8. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 9. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 10. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 11. Any person who shall intentionally, knowingly, recklessly or with criminal negligence, violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 12. This ordinance shall be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in every issue of the official newspaper for two days, or one issue of the newspaper if the official newspaper is a weekly paper, in accordance with section 52.011 of the Texas Local Government Code.

DULY PASSED AND APPROVED this ____ day of _____, 2020.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

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

MEETING DATE: January 28, 2020

TOPIC:	Conduct A Public Hearing Concerning Renewal of Current Juvenile Curfew Regulations for the City of Spring Valley Village as Adopted by Ordinance No. 2017-01 and Codified As Article 7.800, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances of the City of Spring Valley Village.
BACKGROUND:	Section 370.002 of the Texas Local Government Code requires that a city's juvenile curfew ordinance must be the subject of a public hearing and reviewed by the governing body of a municipality every three years or the ordinance will expire. The City's current juvenile curfew regulations were adopted on January 24, 2017, and consequently are in need of review and possible re-adoption. In order to re-adopt the juvenile curfew regulations, the City Council must hold the public hearing required by Section 370.002 and adopt regulations by ordinance. The current juvenile curfew regulations were adopted on January 24, 2017, by Ordinance No. 2017-01, and such regulations were codified as Article 7.800, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances. A copy of the current juvenile curfew regulations is provided with this agenda item. The regulations apply to all minors under 17 years of age and prohibit such person from being out: (1) Between 11:00 pm on Sunday, Monday, Tuesday, Wednesday and Thursday and 6:00 am of the following day; (2) Between 12:00 am (Midnight) on Friday and Saturday and 6:00 am of the following day; and (3) Between 9:00 am and 2:30 pm on Monday through Friday; except for minors not subject to compulsory school attendance pursuant to Section 25.085 of the Texas Education Code or on days or during period in which the school where a minor is enrolled is closed, or classes have been canceled by school officials, or is the minor is a duly authorized home school student under applicable provisions of the Texas Education Code, on days or during periods during which the minor is not receiving educational instruction.
RECOMMENDATION:	None
ATTACHMENTS:	• Copy of Current Article 7.800, Juvenile Curfew Regulations, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances

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

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

DIVIDER PAGE

ARTICLE 7.800: - JUVENILE CURFEW

§ 7.801 - Purpose

It is the express purpose of this article to:

- (1) Deter criminal conduct involving juveniles;
- (2) Reduce the number of juvenile crime victims;
- (3) Reduce injury from accidents involving juveniles;
- (4) Reduce the additional time police officers are required to be in the field due to juvenile crime;
- (5) Provide additional and more effective means and options for dealing with gang-related violence and crime;
- (6) Reduce juvenile peer pressure to stay out late;
- (7) Reduce juvenile peer pressure to participate in violent or criminal activities;
- (8) Assist parents in the control of their children; and
- (9) Make the city a better community and a safer place to live and work, to raise a family, and to grow up.

(Ordinance 2017-01 adopted 1-24-17)

§ 7.802 - Definitions

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

Curfew hours shall mean:

- (1) 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday and 12:00 midnight on Friday and Saturday until 6:00 a.m. of the following day; and:
- (2) 9:00 a.m. until 2:30 p.m. on Monday through Friday; provided however, the hours defined in this subsection (2) shall not be considered as curfew hours for minors not subject to compulsory school attendance pursuant to V.T.C.A., Education Code § 25.085, nor shall the hours defined in this subsection (2) be considered as curfew hours on days or during periods in which the school where the applicable minor is enrolled is closed, or classes for which the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives, or, if the applicable minor is a duly authorized home school student under applicable provisions of the state Education Code, on days or during periods in which such minor is not receiving educational instruction.

Emergency shall mean and include, but is not limited to, a fire, natural disaster, automobile accident, or any unforeseen situation requiring immediate action to prevent serious illness, bodily injury, or loss of life, or for the preservation of property.

Establishment shall mean any privately owned place of business to which the public has access or is invited, including, but not limited to, any place of amusement or entertainment.

Guardian shall mean a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

Minor shall mean any person under seventeen (17) years of age.

Operator shall mean any individual, firm, association, partnership, entity or corporation operating, managing, or conducting the operation of any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent shall mean a person who is a natural parent, adoptive parent or step-parent of a minor, or a person at least eighteen (18) years of age who is authorized by the parent or guardian of a minor or by court order to have the care and custody of such minor.

Police department shall mean the city police department or any successor police department, and shall include any law enforcement agency working with the city through any interagency agreement.

Public place shall mean any place to which the public or a substantial group of the public has access and shall include, but not be limited to, streets and highways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, restaurants, theaters, game rooms, shops, shopping centers, or any other place that offers for sale services, merchandise or entertainment.

Remain shall mean to linger, stay, or fail to leave premises, when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

(Ordinance 2017-01 adopted 1-24-17)

§ 7.803 - Offenses

- (a) It shall be unlawful for any minor to knowingly remain, walk, run or stand, or operate or ride about in any motor vehicle or bicycle, in or upon any public place or on the premises of any establishment within the city during curfew hours.
- (b) It shall be unlawful for the parent or guardian of a minor to knowingly permit, or by insufficient control allow, a minor to remain in or upon any public place or on the premises of any establishment within the city during curfew hours.
- (c) It shall be unlawful for the owner, operator, or any employee of an establishment to knowingly allow a minor to remain upon the premises of the establishment during curfew hours.

(Ordinance 2017-01 adopted 1-24-17)

§ 7.804 - Defenses

- (a) It shall be a defense to prosecution under section 7.803 that a minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian;
 - (3) In a motor vehicle involved in intrastate or interstate travel, and traveling through the city by a direct route between the point of departure and destination;
 - (4) Engaged in a lawful employment activity, or going directly to the employment activity or returning directly to the minor's residence from the employment activity;
 - (5) Involved in an emergency;
 - (6) On an errand made necessary by an illness, injury, or emergency;
 - (7) On the sidewalk abutting the minor's permanent residence or abutting the residence of a next-door neighbor of the minor's permanent residence if the neighbor did not complain to the police department about the minor's presence thereon;
 - (8) Attending a school, religious, government-sponsored or other civic activity supervised by adults and sponsored by an educational, religious, or governmental institution, civic organization, or other similar entity, or traveling directly to or returning from any such school, religious, governmental, or civic activity;
 - (9) Engaged in, participating in, or traveling to or from any event, function, or activity for which the application of section 7.803 would contravene the minor's rights protected by the United States

Constitution including, but not limited to, First Amendment rights such as the free exercise of religion, freedom of speech, or the right of assembly; or

(10) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code Chapter 31.

- (b) It is a defense to prosecution under section 7.803 that the minor has been directed by his parent or guardian to engage in a specific activity, or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.
- (c) It is a defense to prosecution under section 7.803 that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and the minor refused to leave.

(Ordinance 2017-01 adopted 1-24-17)

§ 7.805 - Enforcement

- (a) Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place or establishment. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that based on any response given, and other circumstances, no defense in section 7.804 is present.
- (b) In lieu of issuing a citation or making an arrest, the police officer may, based on the circumstances, issue a warning notice to the minor, who shall be ordered to go home by the most direct means and route. A copy of the warning notice shall be filed with the police department, and a letter shall then be promptly sent to the parent or guardian of the minor advising of the contact with the minor during curfew hours and requesting cooperation in the future.

(Ordinance 2017-01 adopted 1-24-17)

§ 7.806 - Penalties

- (a) Any person who shall violate any provision of this division shall be deemed guilty of a misdemeanor. Following the issuance of a citation for a violation of the curfew hours defined in subsection 7.802(2), the minor shall be returned to school. Any citation issued for violation of any provision of this division shall direct the parents or legal guardians of the minor to appear together with the minor in connection with the charge of a violation.
- (b) When required by V.T.C.A., Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates subsection 7.803(a) and shall refer the minor to juvenile court.

(Ordinance 2017-01 adopted 1-24-17)

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

MEETING DATE: January 28, 2020

TOPIC:	Ordinance No. 2020-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REPEALING ORDINANCE NO. 2017-01, CODIFIED AS ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE; PROVIDING FOR THE INCORPORATION OF A PREAMBLE; AMENDING ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY DELETING THE CURRENT SECTION 7.800, JUVENILE CURFEW, AND SUBSTITUTING THEREFOR A NEW SECTION 7.800, JUVENILE CURFEW, ESTABLISHING DEFINITIONS, REGULATIONS, DEFENSES, AND PENALTIES FOR JUVENILES; PROVIDING FOR A PENALTY FOR MINORS AND FOR PARENTS OF MINORS NOT TO EXCEED \$500 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES SHALL BE DEEMED A SEPARATE OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
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BACKGROUND:	Section 370.002 of the Texas Local Government Code requires that a city's juvenile curfew ordinance must be the subject of a public hearing and reviewed by the governing body of a municipality every three years or the ordinance will expire. The City's current juvenile curfew regulations were adopted on January 24, 2017, and consequently are in need of review and possible re-adoption. A public hearing on the renewal of the City's current juvenile curfew regulations was held in the previous agenda item. If approved, this ordinance will renew the City's current juvenile curfew regulations with no changes.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	• Ordinance No. 2020-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# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Police Chief Loyd Evans	CITY ADMINISTRATOR APPROVAL: 
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ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REPEALING ORDINANCE NO. 2017-01, CODIFIED AS ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE; PROVIDING FOR THE INCORPORATION OF A PREAMBLE; AMENDING ARTICLE 7.800, JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY DELETING THE CURRENT SECTION 7.800, JUVENILE CURFEW, AND SUBSTITUTING THEREFOR A NEW SECTION 7.800, JUVENILE CURFEW, ESTABLISHING DEFINITIONS, REGULATIONS, DEFENSES, AND PENALTIES FOR JUVENILES; PROVIDING FOR A PENALTY FOR MINORS AND FOR PARENTS OF MINORS NOT TO EXCEED \$500 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES SHALL BE DEEMED A SEPARATE OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on January 24, 2017, by Ordinance No. 2017-01, the City Council of the City of Spring Valley Village, Texas established the terms and conditions of a juvenile curfew in accordance with the provisions of Section 370.002 of the Texas Local Government Code, and such Ordinance was codified as Article 7.800, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances of the City of Spring Valley Village; and

WHEREAS, Subsection (b) of Section 370.002 of the Texas Local Government Code provides that a city's curfew ordinance must be the subject of a public hearing and reviewed by the governing body of a municipality every three years or the ordinance will expire; and

WHEREAS, the City's curfew ordinance has not been reviewed since the adoption of Ordinance No. 2017-01 on January 24, 2017; and

WHEREAS, due to their lack of maturity and experience, persons under the age of 17 are particularly susceptible to participate in unlawful activities and to themselves be victims of older perpetrators of crime; and

WHEREAS, throughout the State, cities and other governmental units have recognized and are responding to the growing juvenile violence and crime problem through the adoption of appropriate curfew ordinances; and

WHEREAS, the growing juvenile violence and crime problem is being acknowledged and addressed throughout the Nation, as these problems are not unique to the State of Texas, Harris County, or the City of Spring Valley Village; and

WHEREAS, the City of Spring Valley Village has an obligation to provide for the protection of minors from each other and from other persons, for the enforcement of

parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile violence and criminal activity; and

WHEREAS, the City Council has held a public hearing on the matter as required by law; and

WHEREAS, the City Council finds that adopting regulations regarding juvenile curfew as provided for in this ordinance will be in the interest of public health, safety and welfare, and will diminish the undesirable impact of such conduct on the citizens of the City of Spring Valley Village.

NOW, THEREFORE

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. Ordinance No. 2017-01, duly passed and approved by the City Council of the City of Spring Valley Village, Texas, on January 24, 2017, and codified as Article 7.800, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances of the City of Spring Valley Village is hereby repealed in its entirety.

Section 3. Chapter 7, Offenses and Nuisances, of the Code of Ordinances of the City of Spring Valley Village is hereby amended by deleting therefrom Article 7.800, Juvenile Curfew, and substituting therefor a new Article 7.800, Juvenile Curfew, to read as follows:

“Article 7.800 – Juvenile Curfew

Section 7.801 – Purpose.

It is the express purpose of this Article to:

- (1) Deter criminal conduct involving juveniles;
- (2) Reduce the number of juvenile crime victims;
- (3) Reduce injury from accidents involving juveniles;
- (4) Reduce the additional time police officers are required to be in the field due to juvenile crime;
- (5) Provide additional and more effective means and options for dealing with gang-related violence and crime;

- (6) Reduce juvenile peer pressure to stay out late;
- (7) Reduce juvenile peer pressure to participate in violent or criminal activities;
- (8) Assist parents in the control of their children; and
- (9) Make the city a better community and a safer place to live and work, to raise a family, and to grow up.

Section 7.802 - Definitions.

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

Curfew hours shall mean:

- (1) 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday and 12:00 midnight on Friday and Saturday until 6:00 a.m. of the following day; and:
- (2) 9:00 a.m. until 2:30 p.m. on Monday through Friday; provided however, the hours defined in this subsection (2) shall not be considered as curfew hours for minors not subject to compulsory school attendance pursuant to V.T.C.A., Education Code § 25.085, nor shall the hours defined in this subsection (2) be considered as curfew hours on days or during periods in which the school where the applicable minor is enrolled is closed, or classes for which the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives, or, if the applicable minor is a duly authorized home school student under applicable provisions of the state Education Code, on days or during periods in which such minor is not receiving educational instruction.

Emergency shall mean and include, but is not limited to, a fire, natural disaster, automobile accident, or any unforeseen situation requiring immediate action to prevent serious illness, bodily injury, or loss of life, or for the preservation of property.

Establishment shall mean any privately owned place of business to which the public has access or is invited, including, but not limited to, any place of amusement or entertainment.

Guardian shall mean a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

Minor shall mean any person under 17 years of age.

Operator shall mean any individual, firm, association, partnership, entity or corporation operating, managing, or conducting the operation of any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent shall mean a person who is a natural parent, adoptive parent or step-parent of a minor, or a person at least 18 years of age who is authorized by the parent or guardian of a minor or by court order to have the care and custody of such minor.

Police department shall mean the city police department or any successor police department, and shall include any law enforcement agency working with the city through any interagency agreement.

Public place shall mean any place to which the public or a substantial group of the public has access and shall include, but not be limited to, streets and highways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, restaurants, theaters, game rooms, shops, shopping centers, or any other place that offers for sale services, merchandise or entertainment.

Remain shall mean to linger, stay, or fail to leave premises, when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Section 7.803 - Offenses.

(a) It shall be unlawful for any minor to knowingly remain, walk, run or stand, or operate or ride about in any motor vehicle or bicycle, in or upon any public place or on the premises of any establishment within the city during curfew hours.

(b) It shall be unlawful for the parent or guardian of a minor to knowingly permit, or by insufficient control allow, a minor to remain in or upon any public place or on the premises of any establishment within the city during curfew hours.

(c) It shall be unlawful for the owner, operator, or any employee of an establishment to knowingly allow a minor to remain upon the premises of the establishment during curfew hours.

Section 7.804 - Defenses.

(a) It shall be a defense to prosecution under Section 7.803 that a minor was:

(1) Accompanied by the minor's parent or guardian;

(2) On an errand at the direction of the minor's parent or guardian;

- (3) In a motor vehicle involved in intrastate or interstate travel, and traveling through the city by a direct route between the point of departure and destination;
 - (4) Engaged in a lawful employment activity, or going directly to the employment activity or returning directly to the minor's residence from the employment activity;
 - (5) Involved in an emergency;
 - (6) On an errand made necessary by an illness, injury, or emergency;
 - (7) On the sidewalk abutting the minor's permanent residence or abutting the residence of a next-door neighbor of the minor's permanent residence if the neighbor did not complain to the police department about the minor's presence thereon;
 - (8) Attending a school, religious, government-sponsored or other civic activity supervised by adults and sponsored by an educational, religious, or governmental institution, civic organization, or other similar entity, or traveling directly to or returning from any such school, religious, governmental, or civic activity;
 - (9) Engaged in, participating in, or traveling to or from any event, function, or activity for which the application of section 7.803 would contravene the minor's rights protected by the United States Constitution including, but not limited to, First Amendment rights such as the free exercise of religion, freedom of speech, or the right of assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code Chapter 31.
- (b) It is a defense to prosecution under section 7.803 that the minor has been directed by his parent or guardian to engage in a specific activity, or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.
 - (c) It is a defense to prosecution under section 7.803 that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and the minor refused to leave.

Section 7.805 - Enforcement.

- (a) Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place or

establishment. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that based on any response given, and other circumstances, no defense in section 7.804 is present.

- (b) In lieu of issuing a citation or making an arrest, the police officer may, based on the circumstances, issue a warning notice to the minor, who shall be ordered to go home by the most direct means and route. A copy of the warning notice shall be filed with the police department, and a letter shall then be promptly sent to the parent or guardian of the minor advising of the contact with the minor during curfew hours and requesting cooperation in the future.

Section 7.806 - Penalties.

- (a) Any person who shall violate any provision of this division shall be deemed guilty of a misdemeanor. Following the issuance of a citation for a violation of the curfew hours defined in section 7.802(2), the minor shall be returned to school. Any citation issued for violation of any provision of this division shall direct the parents or legal guardians of the minor to appear together with the minor in connection with the charge of a violation.
- (b) When required by V.T.C.A., Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 7.803(a) and shall refer the minor to juvenile court.”

Section 4. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part or provision hereof declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or

altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section 7. Any person who shall intentionally, knowingly, recklessly or with criminal negligence, violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 8. This ordinance shall be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in every issue of the official newspaper for two days, or one issue of the newspaper if the official newspaper is a weekly paper, in accordance with section 52.011 of the Texas Local Government Code.

DULY PASSED AND APPROVED this _____ day of _____, 2020.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

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

MEETING DATE: January 28, 2020

TOPIC:	Ordinance Number 2020-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.
BACKGROUND:	This year's General Election will be for the positions currently held by Mayor Ramsey, Council Member Carpenter, and Council Member McCormack. January 15, 2020 was the first day to file an application for a place on the ballot, and February 14, 2020 is the last day to file. The candidate packet was posted on the City website on December 18, 2019. If a paper packet is preferred, a candidate may obtain one in person at City Hall. The Early Voting period will run from April 20 – 28, 2020, and the Early Voting Polling Place is City Hall. Voting on Election Day, Saturday, May 2, 2020, will be from 7:00 a.m. to 7:00 p.m. at City Hall.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2020-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Roxanne Benitez, City Secretary	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

ORDINANCE NUMBER 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.

* * * * *

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

Section 1. In accordance with the Constitution and general laws of the State of Texas, a General Municipal Election is hereby called and ordered for the first Saturday in May, 2020, the same being the 2nd day of said month, at which election all qualified voters of the City may vote for the purpose of electing the Mayor and two (2) City Council members for full terms.

The City Council hereby approves and the City Secretary shall also complete a form order of municipal election on a form or in the form prescribed by the Secretary of State, and such order shall comply with the terms of this Ordinance.

Section 2. No person's name shall be placed upon the official ballot as a candidate for any of the above mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031 and Sections 143.004 and 143.007 of the Texas Election Code, with the City Secretary at the City Hall, located at 1025 Campbell Road, Spring Valley Village, (mailing address Houston), Texas, 77055, not later than five o'clock (5:00) p.m. on Friday, February 14, 2020. The City Secretary shall note on the face of each such application the date and time of its filing.

Section 3. The polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the elections at said polling place.

POLLING PLACE

City Hall
City of Spring Valley Village, Texas
1025 Campbell Road
Spring Valley Village, Texas 77055
(Mailing address Houston, Texas)

ELECTION OFFICERS

Anne-Marie-McMichael - Presiding Judge
Alane Elders - Alternate Presiding Judge

The Presiding Judge shall have the authority to appoint clerks to assist in the holding of said elections, but in no event shall the Presiding Judge appoint less than two (2) clerks. Said election officers shall also serve as the early voting ballot board for such election; the Presiding Judge of such elections shall also serve as the presiding officer of the early voting ballot board.

Section 4. Roxanne Benitez, City Secretary, is hereby appointed the Early Voting Clerk and may appoint Deputy Early Voting Clerks for the purpose of conducting early voting. The Spring Valley Village City Hall located at:

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

is hereby designated as the place for early voting for said elections. Said clerks shall keep said early voting place open for at least eight (8) hours, that is, from seven thirty (7:30) o'clock a.m. until four thirty (4:30) o'clock p.m. for five days of early voting on Tuesday, April 21, 2020, Wednesday, April 22, 2020, Thursday, April 23, 2020, Friday, April 24, 2020, and Tuesday, April 28, 2020, and open for at least twelve (12) hours, that is, from seven (7:00) o'clock a.m. until seven (7:00) o'clock p.m. for two days of extended early voting hours on Monday, April 20, 2020 and Monday, April 27, 2020. On each day for early voting, which is not a Saturday, a Sunday, or an official state holiday, beginning on the twelfth (12th) day and continuing through the fourth (4th) day preceding the date of said elections. Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent is:

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

The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom an early voting ballot to be voted by mail is sent. The roster shall be maintained in form approved by the Secretary of State.

Section 5. An Electronic Voting System and a Voter Assistance Terminal for Disabled Voters shall be used for said elections, both in the early voting and for voting on Election Day, in accordance with the Texas Election Code. All expenditures necessary for the conduct of the elections, purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code.

Section 6. The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such elections, and to post notice of the election, as provided by Chapter 4 and Chapter 51 of the Texas Election Code.

Section 7. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas Election Code. The City Secretary shall post a notice, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnished to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by candidate, shall have a right to be present and observe the drawing.

Section 8. The candidates for the positions of Mayor and two (2) Council Members receiving the highest number of votes shall be declared elected to such position.

Section 9. Notice of these elections shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such elections, and returns of such elections shall be made to the City Secretary immediately after the closing of the polls.

Section 10. Said elections shall be held in accordance with the Texas Election Code, as amended, except as modified by the Federal Voting Rights Act of 1965, as amended.

DULY PASSED, APPROVED, AND ADOPTED this the ____ day of _____, 2020.

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

ATTEST:

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

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

MEETING DATE: January 28, 2020

TOPIC:	Consideration And Possible Action Concerning Changing The Dates Of The City Council Meetings For May, November, And December.
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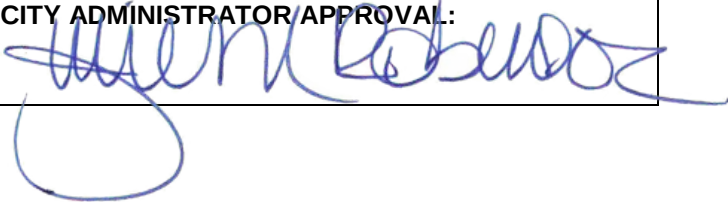
BACKGROUND:	City Council meetings are normally held on the 4th Tuesday of every month. Based on the regular meeting schedule, the dates for the May, November, and December meetings are May 26, 2020, November 24, 2020 and December 22, 2020. The current date for the May City Council meeting is the day after Memorial Day. The current date for the November City Council meeting is during the week of Thanksgiving. The current date for the December City Council meeting is during the week of Christmas. Based on changes in previous years, proposed alternate dates for these meetings would be the 3rd Tuesday of May, November and December: Tuesday, May 19, 2020 Tuesday, November 17, 2020 Tuesday, December 15, 2020 These alternate dates would not require moving the regular meeting dates for the Planning & Zoning Commission.
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RECOMMENDATION:	Staff requests Council's feedback on the proposed alternate dates.
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ATTACHMENTS:	• None
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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	READINGS PASSED ☐ 1 st ☐ 2 nd ☐ 3 rd	OTHER

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

MEETING DATE: January 28, 2020

TOPIC:	Resolution Number 20-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONSENT TO ENCROACHMENT AND INDEMNITY AGREEMENT BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND EDWARD E HARGETT, II AND KATINA A. HARGETT, AGREEING TO THE CONTINUED ENCROACHMENT INTO THE REQUIRED EIGHT FOOT (8') SIDE SETBACK, BY THREE FEET (3'), OF THE IMPROVEMENTS LOCATED AT 8624 MERLIN DRIVE, HOUSTON, HARRIS COUNTY TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	A garage addition was approved by staff in August 2019, at the address of 8624 Merlin Drive. After the homeowner requested to change the original scope of the project to include another addition, current staff noticed that the plans indicated that the addition had been built within the required side setback of eight feet (8'). Upon a site visit and examining the form survey which was submitted in August the structure was built three feet closer than what City of Spring Valley Village Code Of Ordinances allows. This can be seen on the form survey which is attached as an exhibit to the Consent to Encroachment and Indemnity Agreement.
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RECOMMENDATION:	Staff recommends approval of the Resolution
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ATTACHMENTS:	• Resolution Number 20-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.
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 st ☐ 2 nd ☐ 3 rd	

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONSENT TO ENCROACHMENT AND INDEMNITY AGREEMENT BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND EDWARD E HARGETT, II AND KATINA A. HARGETT, AGREEING TO THE CONTINUED ENCROACHMENT INTO THE REQUIRED EIGHT FOOT (8') SIDE SETBACK, BY THREE FEET (3'), OF THE IMPROVEMENTS LOCATED AT 8624 MERLIN DRIVE, HOUSTON, HARRIS COUNTY TEXAS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Edward E. Hargett, II and Katina A. Hargett (the "Owners") are the owners of the property located at 8624 Merlin Drive, Houston, Harris County, Texas (the "Property"); and

WHEREAS, the improvements located on the Property encroach into an eight foot (8') required side setback by approximately three feet (3'); and

WHEREAS, the City of Spring Valley Village (the "City") and the Owner desire to enter into the Agreement attached hereto as Exhibit "A" to permit the encroachment described therein to continue, subject to the terms and conditions set forth herein;

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 City Council, after review of the terms and conditions of the attached Agreement, hereby approves the terms of the Consent to Encroachment and Indemnity between the City and Owner.

Section 3. The City Council also authorizes the Mayor to execute, and the City Secretary to attest, on behalf of the City of Spring Valley Village, the Consent to Encroachment and Indemnity and all other documents in connection therewith.

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

DULY PASSED AND APPROVED on this the ____ day of January, 2020.

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 20-XX

CONSENT TO ENCROACHMENT AND INDEMNITY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Consent to Encroachment and Indemnity Agreement is made by and between Edward E. Hargett, II and Katina A. Hargett (hereinafter together referred to as "Hargett"), whose address is 8624 Merlin Drive, Houston, Harris County, Texas 77055 and THE CITY OF SPRING VALLEY VILLAGE, a General Law municipality under the laws of the State of Texas (the "CITY"), whose address is 1025 Campbell Road, Houston, Texas 77055.

WITNESSETH:

WHEREAS, Hargett is the owner of Lot 4, Block 1, of Cedarwood, Section 1, Volume 41, Page 29 H.C.M.R., City of Spring Valley Village, Harris County, Texas, more particularly described on Exhibit "A" which is attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the above described Property is subject to an eight-foot (8') side setback created by city ordinance, shown on Exhibit "A," for the purpose, among others, of maintaining consistent development as part of the City's Zoning Plan; and

WHEREAS, the residence being constructed on the Property is encroaching upon said setback by approximately three feet (3') as is depicted on Exhibit "A" attached hereto (the "Encroachment"); and

WHEREAS, the City Council of City has determined that such encroachment does not create any hazardous condition thereon; and

WHEREAS, Hargett have requested that the City give its consent for said encroachment to continue, and the City is willing to do so on the terms and conditions hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the City hereby consents to the continuance of the Encroachment, subject to the terms hereof.

Hargett and their successors and assigns agree that, in the event the Property subject to this Agreement is altered in any manner whether due to fire or other force or means in excess of fifty percent (50%) of its replacement cost at the time of its alteration, it shall not be restored, rebuilt, or repaired in any manner that shall encroach upon any required set-backs or public right-of-way, including the building line which is the subject of this Agreement.

In consideration of the consent hereinabove granted by the City to Hargett and in consideration of the use of portion of said setback hereby obtained by Hargett, Hargett hereby binds themselves, their heirs, successors, assigns and Grantees, to jointly and severally indemnify and hold the City harmless from all claims for injury to or death of any person or

damage to property arising out of or in any way connected with the erection and use of said structures in violation of said.

This Consent to Encroachment and Indemnity Agreement shall not inure to the benefit of any person other than the above-named parties, their heirs, successors, assigns and grantees (including without limitation, the successors, and assigns of the City), or to the benefit of any property other than the above-described property.

This Consent to Encroachment and Indemnity Agreement is executed to be effective as of the _____ day of _____, 2020.

Edward E. Hargett, II

Katina A. Hargett

The City of Spring Valley Village, Texas

By: _____
Tom Ramsey, Mayor

ATTEST:

Roxanne Benitez
City Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Edward E. Hargett, II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE, this the ____ day of _____, 2020.

Notary Public in and for the State of Texas
My Commission Expires: _____

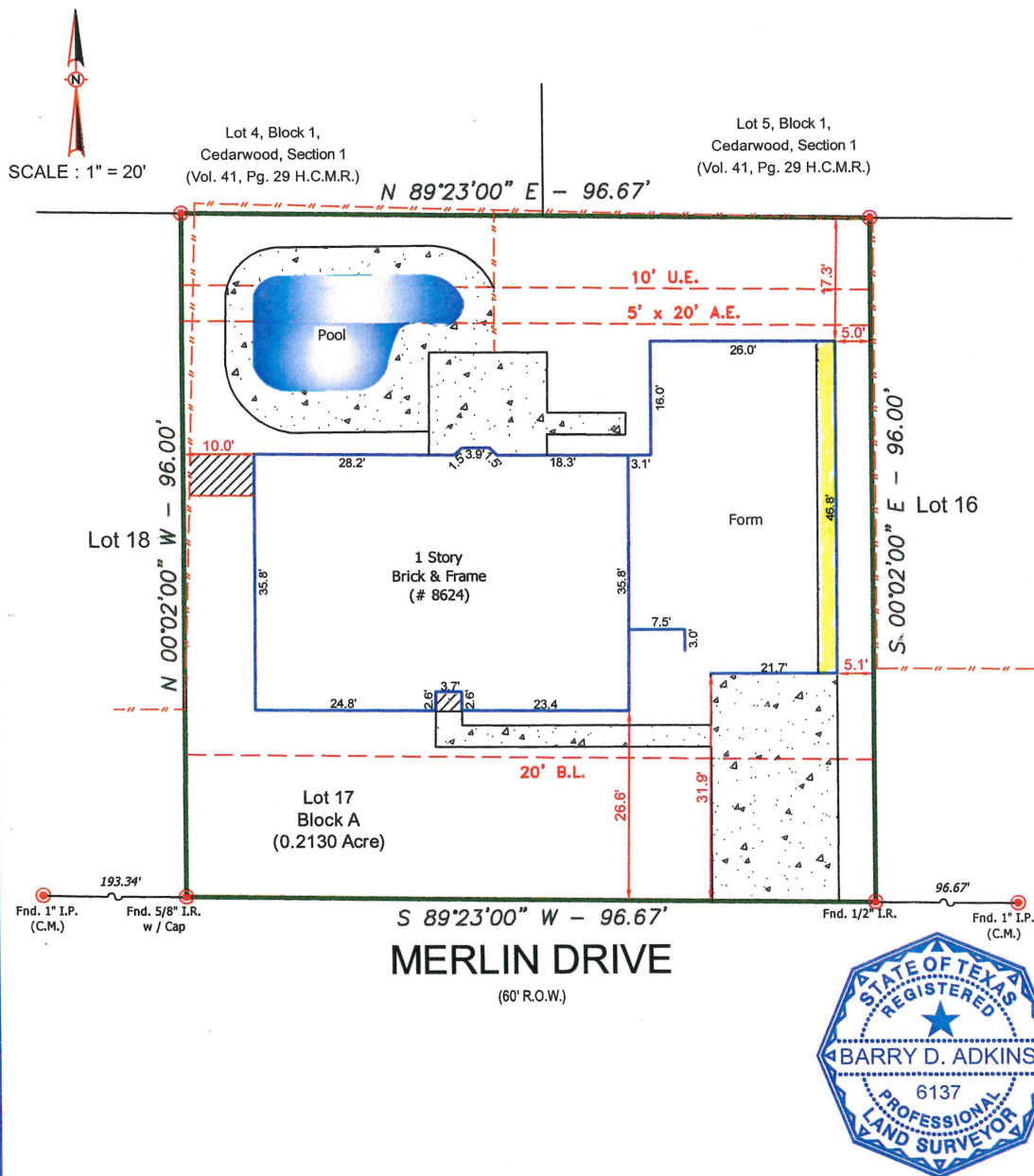
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Katina A. Hargett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE, this the ____ day of _____, 2020.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A



Notes :

- Basis for Bearings: Record plat.
- Distances shown are ground distances.
- All abstracting done by title company.
- All B.L.'s & U.E.'s taken from recorded plat unless otherwise noted.
- Dimension ties from improvements to property lines are calculated and should NOT be relied upon for construction and/or removal of any improvements including fences.
- Building dimensions may not be used to calculate square footage.
- This property subject to any and all recorded and unrecorded easements. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants or ownership title evidence.

LEGEND :

- U.E. = Utility Easement
- D.E. = Drainage Easement
- B.L. = Building Line
- G.E. = Guy Easement
- I.R. = Iron Rod
- I.P. = Iron Pipe
- P.I.P. = Pinch Iron Pipe
- C.M. = Control Monument
- Strm.S.E. = Storm Sewer Easement
- San.S.E. = Sanitary Sewer Easement
- H.C.C.F.No. = Harris County Clerk File Number
- = Wood Fence
- o- = Chain Link
- x-x- = Barbed Wire
- = Wrought Iron

B. Adkins

08/28/2019

BARRY D. ADKINS, R.P.L.S. No. 6137

This survey is certified for this transaction only, is not transferable to additional institutions or subsequent owners. If this survey does not bear an original BLUE seal it is invalid and should not be relied upon for any purpose.

This property appears to be OUT of the 100 year flood plain (Zone X); as per insurance rate map 48201C0645 L, dated 06-18-2207.

This determination to be used for flood insurance rate purposes ONLY and is NOT to be relied upon for ANY other purpose. Surveyor makes no representation as to whether property may Flood.

LOT: 17	BLOCK: A	SUBDIVISION: MERLIN PLACE	COUNTY: HARRIS
RECORDATION: VOLUME 35, PAGE 73 OF THE MAP RECORDS			STATE: TEXAS
ADDRESS: 8624 MERLIN DRIVE		CITY: HOUSTON	ZIP CODE: 77055

This survey was prepared without the benefit of a title commitment and may not show all building lines, easements or other matters of record.

DaRam Engineers, Inc.
11000 Richmond Avenue, Suite 300
Houston, Texas. 77042
(713) 528-1552 * Email: Info@darame.com

Field Crew: WW
Drafter: TA
Project #: S201977055-Merlin8624Rev1