EST. 1955

SPRING VALLEY

VILLAGE

Regular City Council Meeting

February 25, 2020

6:00 p.m.

Tom S. Ramsey, Mayor
David Dominy
Joy McCormack

Allen Carpenter, Mayor Pro Tem
Tom Donaho
Marcus Vajdos

EST. 1955
SPRING VALLEY
VILLAGE

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, February 25, 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/ APPOINTMENTS

3.1 Appoint Sharell Grant as Municipal Court Administrator

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 January 28, 2020

5.2 Approval of Pay Estimate No. 8 for Hilldale, Bade, and Cardwell Paving and Utility Improvements Project to Triple B Services, LLC in the Amount of $77,840.62.

5.3 Resolution No. 20-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: January

2020 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 Village Fire Department Commissioners Meetings held on December 18, 2019, January 15, 2020 and January 22, 2020. (Council Member Carpenter / Mayor Ramsey)

NEW BUSINESS

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR NEW PRODUCTION WELL PROJECT (CSB #2019-01-01B); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX – AN ORDINANCE AMENDING CHAPTER 3, BUILDING AND CONSTRUCTION, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE BY AMENDING SECTIONS 3.101, INTERNATIONAL BUILDING CODE ADOPTED, 3.102, OFFICIAL COPY, OF ARTICLE 3.100, INTERNATIONAL BUILDING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL BUILDING CODE*; AMENDING SECTIONS 3.201, NATIONAL ELECTRICAL CODE ADOPTED, AND 3.202, OFFICIAL COPY, OF ARTICLE 3.200, NATIONAL ELECTRICAL CODE, TO ADOPT THE 2017 EDITION OF THE *NATIONAL ELECTRICAL CODE*; AMENDING SECTIONS 3.301, INTERNATIONAL PLUMBING CODE ADOPTED, AND 3.302, OFFICIAL COPY, OF ARTICLE 3.300, INTERNATIONAL PLUMBING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PLUMBING CODE*; AMENDING SECTIONS 3.1801, INTERNATIONAL MECHANICAL CODE ADOPTED, AND 3.1802, OFFICIAL COPY, OF ARTICLE 3.1800, INTERNATIONAL MECHANICAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL MECHANICAL CODE*; AMENDING SECTIONS 3.2101, INTERNATIONAL RESIDENTIAL CODE ADOPTED, AND 3.2102, OFFICIAL COPY, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL RESIDENTIAL CODE*; AMENDING SECTION 3.2118, AUTOMATIC SPRINKLER SYSTEMS, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL FIRE CODE*; DELETING SECTION 3.2119, WOOD SHINGLES AND SHAKES, IN ITS ENTIRETY; AMENDING SECTIONS 3.2201, INTERNATIONAL FUEL GAS CODE ADOPTED, AND 3.2202, OFFICIAL COPY, OF ARTICLE 3.2200, INTERNATIONAL FUEL GAS CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL GUEL GAS CODE*; AMENDING

SECTIONS 3.2301, INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED, AND 3.2302, FUTURE AMENDMENTS, OF ARTICLE 3.2300, INTERNATIONAL ENERGY CONSERVATION CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*; AMENDING SECTIONS 3.2401, INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED, AND 3.2402, OFFICIAL COPY, OF ARTICLE 3.2400, INTERNATIONAL SWIMMING POOL AND SPA CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*; AMENDING SECTION 3.2601, INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015, ADOPTED, OF ARTICLE 3.2600, INTERNATIONAL PROPERTY MAINTENANCE CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PROPERTY MAINTENCE CODE*; MAKING OTHER PROVISIONS RELATING THERETO; PROVIDING A PENALTY NOT TO EXCEED $2000,00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution 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 ALLEGIANCE BANK; 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.

11. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending December 31, 2019.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2020 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2020 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

13. **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. Upcoming Projects

14. **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:

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

15. RECONVENE

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

17. 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 February 25, 2020 agenda of items to be considered by City Council was posted on or before the 20th day of February, 2020, at 1:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: Roxanne Benitez

Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

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

Consent Agenda Items

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JANUARY 28, 2020 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 6:05 p.m.

Members Present:
Mayor Tom Ramsey
Mayor Pro Tem Allen Carpenter
Council Member Tom Donaho
Council Member Joy McCormack
Council Member Marcus Vajdos

Members Absent:
Council Member David Dominy

2. INTRODUCTIONS

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
Mark Schulze, Police Captain
David Dixon, Police Commissioner
Loren Smith, City Attorney

3. PROCLAMATIONS / ANNOUNCEMENTS

3.1 Commissioner David Dixon introduced Officer Clawson, who is a new employee with the Spring Valley Village Police Department.

4. PUBLIC COMMENTS

4.1 Mason Swagerty, who lives at 1124 Krist Drive and is a Star Scout with Troop 478, attended the meeting.

4.2 Jackson Webb, who lives at 919 Crossroads Drive and is a Life Scout with Troop 642, attended the meeting.

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.

Council Member Carpenter made a motion to approve all items on the Consent Agenda, and Council Member Donaho seconded the motion. Motion carried 4-0.

OLD BUSINESS

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

Commissioner Dixon provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 1,441
2. Number of Traffic Violations – 476
3. Number of K-9 Deployments – 140
4. Other Activities of the Police Department
   Commissioner Dixon advised that the Police Department was fully staffed, had several training sessions scheduled, and would be submitting a presentation regarding license plate readers at the February City Council meeting.

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)

Mayor Pro Tem Carpenter advised that the Village Fire Department held a meeting on January 22, 2020.

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)

Doug Busker, who lives at 8713 Cedarspur Lane, requested that new stop signs and speed limit signage be installed on his street as he is concerned about the speed of vehicles as well as drivers not stopping at the stop signs. Mr. Busker also requested that the speed limit on his street be reduced to 25 miles per hour. City Attorney Loren Smith informed Mr. Busker that the speed limit on Cedarspur Lane was already 25 miles per hour. City Attorney Smith also advised that the City was not allowed to lower the speed limit to 20 miles per hour unless a traffic study showed that it was prudent. Public Works Director Pat Riley advised that he would contact Mr. Busker regarding traffic calming solutions for Cedarspur Lane.

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.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2020-05, and Council Member McCormack seconded the motion. Motion carried 4-0.

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.

Mayor Ramsey opened the Public Hearing at 6:55 p.m.

A. Presentation of Juvenile Curfew Regulations

B. Those In Favor

None.

C. Those Opposed

None

D. Adjourn Public Hearing

Mayor Ramsey adjourned the Public Hearing at 6:57 p.m.

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.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2020-03, and Council Member Donaho seconded the motion. Motion carried 4-0.

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.

Mayor Ramsey read the Ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance No. 2020-04, and Council Member Vajdos seconded the motion. Motion carried 4-0.

13. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Changing the Dates of the City Council Meetings for May, November, and December.

Council Member Vajdos made a motion to change the dates of the May, November, and December City Council meetings to May 19, November 17, and December 15, and Council Member Donaho seconded the motion. Motion carried 4-0.

14. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Staff:

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 project was 85% complete.

3. Status of New Production Well

   Public Works Director Pat Riley advised that a change order for the building that will house the electrical and chemical components of the well would be presented to the Council in February.

2. Status of Automated Meter Project

   Assistant to the City Administrator Matthew Hitt advised that 61 of the 98 meters had been installed on Creekside and in commercial areas. Project is scheduled to be completed by the end of February.

4. Status of Phase II Park Renovations Landscape Improvements

   Assistant to the City Administrator Matthew Hitt advised that sturdier bridges were installed in the park.

5. Status of Search for Municipal Court Administrator

   City Secretary Roxanne Benitez advised that interviews were held on January 15.

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.

Council adjourned into the Executive Session at 7:15 p.m.

16. RECONVENE

The City Council meeting reconvened at 7:29 p.m.

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.

Mayor Ramsey read the Resolution by caption only. Council Member Carpenter made a motion to approve Resolution Number 20-04, approving the Consent to Encroachment and Indemnity Agreement with Edward E. Hargett II and Katina A. Hargett for the property located at 8624 Merlin Drive, and Council Member Donaho seconded the motion. Motion carried 4-0.

18. <u>ADJOURNMENT</u>

Council Member Donaho made a motion to adjourn the meeting at 7:30 p.m., and Council Member Carpenter 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:	February 25, 2020
TOPIC:	**Approval of Pay Estimate No. 8 for Hilldale, Bade, and Cardwell Paving and Utility Improvements Project to Triple B Services, L.L.P. Amount $77,840.62**
BACKGROUND:	This is the eighth 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 January. 131.57% Construction Time Expended 90.00% Construction Cost Expended
RECOMMENDATION:	Tommy V. Cromer, P.E. Senior Project Manager - Public Infrastructure with BINKLEY & BARFIELD, INC. has reviewed the pay estimate and recommends approval.
ATTACHMENTS:	• Pay Estimate No. 8 Submitted By Triple B Services, L.L.P.
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# 25-50-7514 ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Pat Riley, Public Works Director	Julie Robinson/RB

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

RECEIVED
02/10/2020 PR

February 10, 2020

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

RE: Pay Estimate No. 8
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. 8

The amount of Pay Estimate No. 8 is $77,840.62

131.57% Construction Time Expended

90.00% Construction Cost Expended

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

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

Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers

Tommy V. Cromer

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

TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

LETTER OF TRANSMITTAL

February 7, 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

SAlbert@binkleybarfield.com

DAH@binkleybarfield.com

GOPSI99@AOL.com

Copies	Description
	Pay Estimate No. 8 Documents
1	▸ Cover Letter
2	▸ Estimate & Certification for Payment
2	▸ Pay Application No. 8
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

820 Old Atascocita Road · Huffman · Texas · 77336

TRIPLE B SERVICES, L.L.P.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

February 7, 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. 8 documents payable in the amount of SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY and 62/100 DOLLARS ($77,840.62). Enclosures include Estimate & Certification for Payment, Pay Application No. 8, 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: 8
Invoice Number: 18-0802108
Estimate Cutoff Date: 1/31/2020
Date of Estimate: 1/31/2020

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
	Total Contract Amount:	**$1,614,808.28**

B. Earnings to Date:

1. Previous Work Completed:		$1,529,556.27
2. Work Completed This Period		$86,489.57
3a. Materials Stored on Site	$ 0.00	
3b. Materials Installed To Date	$ 0.00	
3c. Total Materials Remaining on Site		$ 0.00
	Total Earnings:	**$1,616,045.84**

C. Reductions:

1. Retainage:	10.00% of $1,616,045.84		$161,604.58
		Total Payment Due:	$1,454,441.26
		Less Previous Billings:	$1,376,600.64
		Total Amount Due This Estimate:	**$77,840.62**

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:** February 7, 2020

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

Approved by: _____ **Date:** _____
Project Representative:

Approved by: _____ **Date:** _____
Engineer: *Engineer's Project Na*

Pay Estimate

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

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

Invoice: 18-0802108
Date: 01/31/20
Application #: 8

Invoice Due Date: 03/01/20

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

Item	Description	UM	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date	%	Materials On-Site
01	Mobilization - Fixed	LS.	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	LS.	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	LS.	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	LS.	1.000	3,300.00	0.000	3,300.00000	0.00	1.000	3,300.00	3,300.00	100.00%	0.00
05	Furnish and Install Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	3,488.000	15,696.00	0.000	4.50000	0.00	0.000	0.00	0.00	0.00%	0.00
06	Furnish And Install Project Identification Sign, In Accordance With Plans And Specifications	EA	2.000	1,500.00	0.000	750.00000	0.00	2.000	1,500.00	1,500.00	100.00%	0.00
07	Site Landscaping Including Replacement Of Street Signs, Irrigation Systems, Pavers, Mailboxes, Etc., In Accordance With Plans And Specifications	LS.	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	6.000	500.00000	3,000.00	10.000	2,000.00	5,000.00	250.00%	0.00
09	Remove Tree 12 To 29.99"	EA	4.000	4,000.00	3.000	1,000.00000	3,000.00	9.000	6,000.00	9,000.00	225.00%	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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Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date	%	Materials On-Site
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.	LS.	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	221.000	4.00000	884.00	1,474.000	5,012.00	5,896.00	137.76%	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	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	300.000	690.00	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	728.000	11.25000	8,190.00	3,598.000	32,287.50	40,477.50	127.82%	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 HMAC (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	4.000	200.00000	800.00	7.000	600.00	1,400.00	100.00%	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	3.000	95.00000	285.00	4.000	95.00	380.00	80.00%	0.00

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Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date	%	Materials On-Site
25	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	4,330.000	192,685.00	500.000	44.50000	22,250.00	3,880.000	150,410.00	172,660.00	89.61%	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	305.000	48.50000	14,792.50	1,875.000	76,145.00	90,937.50	100.00%	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	1,264.000	5.75000	7,268.00	5,754.000	25,817.50	33,085.50	100.00%	0.00
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	52.000	4,160.00	0.000	80.00000	0.00	0.000	0.00	0.00	0.00%	0.00
30	Furnish Lime (3% by Dry Weight), Complete- in-Place, In Accordance with the Plans and Specifications (Hilldale Street)	TON	22.000	3,850.00	0.000	175.00000	0.00	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	25.000	175.00000	4,375.00	60.000	6,125.00	10,500.00	113.21%	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	230.000	9.00000	2,070.00	1,052.000	7,398.00	9,468.00	127.98%	0.00
33	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	983.000	83,555.00	0.000	85.00000	0.00	881.000	74,885.00	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	200.00000	0.00	33.000	6,600.00	6,600.00	100.00%	0.00

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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	150.00000	0.00	0.000	0.00	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	3,089.000	11,583.75	1,300.000	3.75000	4,875.00	2,310.000	3,787.50	8,662.50	74.78%	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	50.000	15.00000	750.00	692.000	9,630.00	10,380.00	112.16%	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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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	80.00000	0.00	1,552.000	124,160.00	124,160.00	100.00%	0.00
46	Furnish and Install 5'x3' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	610.000	183,000.00	0.000	300.00000	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	3,150.00000	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	3,500.00000	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	3,500.00000	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	3,600.00000	0.00	12.000	43,200.00	43,200.00	100.00%	0.00
51	24" Inline Check Valve, Complete-in-Place, InAccordance with the Plans and Specifications	EA	4.000	47,000.00	0.000	11,750.00000	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	0.01000	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	1,185.00000	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	0.000	120.00000	0.00	13.000	1,560.00	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	1.40000	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 8? Existing Sanitary Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	170.000	2,618.00	0.000	15.40000	0.00	170.000	2,618.00	2,618.00	100.00%	0.00

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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	0.000	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	LS.	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

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

Invoice: 18-0802108
Date: 01/31/20
Application #: 8
Invoice Due Date: 03/01/20

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

27

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date	%	Materials On-Site
82	Pot Hole for Utility Investigation as Directed by the Engineer, Complete-in-Place, In Accordance with Plans and Specifications	EA	5.000	2,950.00	0.000	590.00000	0.00	5.000	2,950.00	2,950.00	100.00%	0.00
83	Well Pointing System as Directed by the Owner's Representative, Complete-in-Place, In Accordance with the Plans and Specifications	LF	910.000	25,935.00	0.000	28.50000	0.00	0.000	0.00	0.00	0.00%	0.00
84	Extra Ductile Iron Fittings (Any Size), Complete-in-Place, In Accordance with the Plans and Specifications	TON	1.000	2,370.00	0.000	2,370.00000	0.00	0.000	0.00	0.00	0.00%	0.00
85	Extra Machine Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	2,370.00	0.000	11.85000	0.00	0.000	0.00	0.00	0.00%	0.00
86	Extra Hand Excavation as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	CY	200.000	3,550.00	0.000	17.75000	0.00	0.000	0.00	0.00	0.00%	0.00
87	Furnish Construction Materials Testing, In Accordance With The Plans And Specifications - Fixed	LS.	1.000	70,000.00	0.000	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 Demobliization 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 Survery 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 HMAC 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	2,082.660	57,148.19	57,148.19	110.62%	0.00
1006	Install 1 1/2" Water Service Line	EA	1.000	2,245.08	0.000	2,245.08000	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	1,882.600	7.41000	13,950.07	1,882.600	0.00	13,950.07	100.00%	0.00

Pay Estimate

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

To: City of Spring Valley c/o Binkley & Barfield, Inc. & PSI
City of Spring Valley Village
1710 Seamist Dr
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28

Item	Description	U/M	Contract Quantity	Contract Amount	Quantity This Period	Unit Price	Amount This Period	Quantity JTD	Amount Previous	Total Completed And Stored To Date	%	Materials On-Site
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 SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY and 62/100 DOLLARS ($77,840.62), 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: February 7, 2020

Triple B Services, LLP

By: Donna M. Burke

Sr. Project Administrator

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Lisa Gauna

Name: Lisa Gauna
Notary Public, State of Texas
My commission expires: November 11,2023

LISA GAUNA
Notary Public, State of Texas
Comm. Expires 11-11-2023
Notary ID 132247371

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: February 7, 2020

Triple B Services, LLP

By: Donna M. Burke
Sr. Project Administrator

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Lisa Gauna
Name: Lisa Gauna
Notary Public, State of Texas
My commission expires: November 11, 2023

LISA GAUNA
Notary Public, State of Texas
Comm. Expires 11-11-2023
Notary ID 132247371

January 2020

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

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% 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	6.00 Bade	4.00	2,000.00	100.00
09	Remove Tree 12 To 29.99"	EA	4.00	1,000.00	$ 4,000.00	3.00 Bade	6.00	6,000.00	150.00
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	221	1,253.00	5,012.00	117.10
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		300.00	690.00	120.00
20	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	2,815.00	11.25	$ 31,668.75	728	2,870.00	32,287.50	101.95
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

Pay Estimate Cutoff

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18-08921.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% Complete
22	Furnish And Install Temporary HMAC(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	4.00	3.00	600.00	42.86
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	3.00	1.00	95.00	20.00
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	500.	3,380.00	150,410.00	78.06
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	305	1,570.00	76,145.00	83.73
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	1,264.00	1,490.00	25,817.50	78.03
29	Furnish 7% Fly Ash, Complete-in-Place, In Accordance with the Plans and Specifications (Hillside 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 (Hillside 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	51.00	175.00	$ 8,925.00	25.00	35.00	6,125.00	66.04
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	230.00	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		881.00	74,885.00	89.62
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	1,300.00	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	50.00	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

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Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% 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, InAccordance 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		13.00	1,560.00	68.42
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

33

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Item	Item Description	UM	Contract Units	18-08021. Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% Complete
57	Furnish and Install 6" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	235.00	81.00	$ 19,035.00		235.00	19,035.00	100.00
58	Furnish and Install 8" PVC (AWWA C900) Class 150 Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1,409.00	75.00	$ 105,675.00		1,409.00	105,675.00	100.00
59	Furnish and Install 6" Gate Valve with Box, AWWA C509 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 C509 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, AWWA502, 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

34

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Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% 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

'ay Estimate Cutoff

5

18-08021.

Item	Item Description	UM	Contract Units	Unit Price	Contract Amt	Current Qty to Bill	Prev BilledUni	Prev BilledAmt	% Complete
1001	Mobilization and Demobilization To Job Site for Utility Crew	LS.	1.00	3,600.00	$ 3,600.00		1.00	3,600.00	100.00
1002	Additional Cost For Exploration Work (Utility Locates)	EA	10.00	590.00	$ 5,900.00		10.00	5,900.00	100.00
1003	Building Of New Survery 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		2,082.66	57,148.19	110.62
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	1,882.60	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

36

Pay Estimate Cutoff

5th

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: February 25, 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 AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On January 17, 2020, the Spring Valley Village Municipal Court received a revised Interlocal Agreement to coincide with the recent 86th legislative changes. The Interlocal Agreement provides for the City to participate in the Failure to Appear Program offered by the Texas Department of Public Safety. Through this Program, the City will provide information to TxDPS that is necessary to deny renewal of drivers' licenses for failure to appear and/or for failure to satisfy a judgment ordered against a defendant. The City may retain $4 out of each $10 administrative fee assessed.

If approved, the Interlocal Agreement would automatically renew each year, for up to three additional years, unless terminated earlier.

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# 10-01-5313
☐ 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	READINGS PASSED	OTHER
❑YES ❑NO	❑1st ❑2nd ❑3rd	

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has before it a proposed Interlocal Agreement for between the Texas Department of Public Safety and the City of Spring Valley Village, Texas for the Failure to Appear Program ("the 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 related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the 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 above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement between the Texas Department of Public Safety and the City of Spring Valley Village, Texas.

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

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

DULY PASSED AND APPROVED this the ____ day of _____, 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

Interlocal Cooperation Contract
Failure to Appear (FTA) Program

State of Texas
County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required $10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will *not require* payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate $6.00 of each $10.00 reimbursement fee received for payment to the Vendor and $4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the $10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of $6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required $10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

A. Compliance with Law. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

B. Contract Amendment. DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.

C. Notice. The respective party will send the other party notice as noted in this section.

Court	**Department of Public Safety**
Attn.:	Enforcement & *Compliance* Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

D. Termination. Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	**Department of Public Safety**
_____	_____
Authorized Signature	**Driver License Division Chief or Designee**
_____	
Title	
_____	_____
Date	**Date**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Police Department
Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

01\01\2020
thru 01\31\2020

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	23
22	ALARM	42
23	AMBULANCE CALL	14
24	ANIMAL CALL	5
144	ARREST	3
43	ASSIST OUTSIDE AGENCY	8
135	BUSINESS CHECK	500
48	CITY CREW REPAIRS	3
38	DAMAGE TO CITY PROPERTY	2
53	DEBRIS IN ROADWAY	3
60	FIRE CALL	12
68	HOUSE CHECK	81
70	INFORMATION	38
71	INVESTIGATION	18
76	LOUD NOISE	3
81	OPEN DOOR	17
86	PUBLIC RELATIONS	71
96	SOLICITOR	1
99	STALLED VEHICLE	40
103	SUSPICIOUS ACTIVITY	11
104	SUSPICIOUS PERSON	14
105	SUSPICIOUS VEHICLE	36
11	TRAFFIC STOP	469
111	VEHICLE BLOCKING ROADWAY	4
112	VEHICLE CHECK	10
117	WELFARE CONCERN	7
	Total	1,436

Spring Valley Village, TX PD **Jan 1, 2020 - Jan 31, 2020**

Citation Violation Audit By Offense

Total Charges: **625**

Description	Counts
CHANGED LANE WHEN UNSAFE	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	48
DEFECTIVE HEAD LAMPS	52
DEFECTIVE HEAD LIGHTS	27
DEFECTIVE STOP LAMP(S)	18
DEFECTIVE TAIL LAMP(S)	16
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	7
DISPLAY/ EXPIRED REGISTRATION	43
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	3
DRIVING WITHOUT ANY LICENSE	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	21
DROVE WRONG WAY ON ONE-WAY ROADWAY	1
EXPIRED DRIVERS LICENSE	3
FAIL TO CONTROL SPEED	1
FAIL TO DISPLAY DRIVERS LICENSE	6
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	3
FAIL TO MAINTAIN FINANCIAL RESPONIBILITY	28
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	16
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MARKINGS	1
FAIL TO REPORT CHANGE OF ADDRESS	3
FAILED TO DIM HEADLIGHTS - FOLLOWING	9
FAILED TO DIM HEADLIGHTS - MEETING	41
FAILED TO SIGNAL INTENT TO TURN	2
FAILED TO SIGNAL TURN / LANE CHANGE	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	3
ILLEGAL BUYERS TAGS	1
ILLEGAL PARKING - PARKING IN PRIVILEGED	1

Citation Violation Audit By Offense

Total Charges: **625**

Description	Counts
ILLEGAL PARKING-FIRE LANE	1
IMPEDING TRAFFIC	1
LICENSE PLATE OBSCURED	1
NO COMMERCIAL DRIVERS LICENSE (CDL)	1
NO DRIVERS LICENSE	62
NO FRONT LICENSE PLATE	23
NO SEAT BELT - DRIVER	2
OPEN CONTAINER	2
OPERATE UNREGISTERED MOTOR VEHICLE	1
PARENT/GUARDIAN PERMITTED UNLICENSED MINOR TO DRIVE	1
PARKED FACING TRAFFIC	10
PASSING AUTHORIZED EMERGENCY VEHICLE	3
PUBLIC INTOXICATION	1
RAN RED LIGHT	36
RAN STOP SIGN	18
SPEEDING >10% ABOVE POSTED LIMIT	92
SPEEDING IN SCHOOL ZONE	10
TRAFFIC - OTHER	1

MONTHLY K-9 REPORT

FOR THE MONTH OF: Jan-20

MOYER, NABORS
FRITZ, ODIN

	TOTALS
K-9 CALLS FOR SERVICE	
SPRING VALLEY VILLAGE	127
OUTSIDE AGENCY	0
K-9 APPREHENSIONS	1
NARCOTICS CASES	0
PUBLIC RELATIONS EVENT	15

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: February 25, 2020

TOPIC: **Resolution No. 20-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION, FOR NEW PRODUCTION WELL IMPROVEMENTS PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On March 26, 2019, City Council awarded the construction contract for the New Water Well 2 to W.W. Payton Corporation with WSP as the Project Manager and Engineer. That contract included all necessary electrical, enclosures, yard piping, etc., as well as fiberglass enclosures. Based on review of correspondence between previous City staff and engineering (LBG-Guyton), it appears that a decision made at the time to use fiberglass enclosures instead of a Concrete Masonry Unit ("CMU") building.

During the January 28, 2020 meeting, City Staff discussed the differences between the structural integrity of and additional costs associated with fiberglass vs. CMU. Based on that discussion, it was the direction of the Council that a CMU building would better serve Spring Valley Village and protect critical infrastructure for the City's drinking water system by "hardening the target". The estimated added cost is not to exceed $150,000.

This Resolution would approve Change Order No. 1 for the New Production Well Project to proceed with the construction of the CMU building as directed by Council. Funding for the additional costs is available in the Utility Fund.

RECOMMENDATION: WSP and City Staff recommend approval of the Resolution.

ATTACHMENTS:
- Resolution No. 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

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

transferred to Acct/Project# _____

☒ $150,000 from unassigned fund balance will be used and added to Acct/Project# 20-60-7401 & 20-60-5536

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

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Pat Riley, Director of Public Works	

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION, FOR NEW PRODUCTION WELL IMPROVEMENTS PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 1 to the Agreement by and between the City of Spring Valley Village, Texas and W. W. Payton Corporation for the New Production Well Project ("Change Order Number 1"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 1 and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute Change Order Number 1 and any and all documents necessary to effectuate such Change Order Number 1 on behalf of the City of Spring Valley Village.

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

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

Section 2. The terms and conditions of Change Order Number 1, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute Change Order Number 1 and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in Change Order Number 1 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 1.

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

DULY PASSED AND APPROVED on this the 25th day of February, 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

Exhibit A

PROJECT: Spring Valley Village New Production Well
TWDB SWIFT No.: 51056 CITY PROJECT No.: 2019-01-01B

CHANGE IN SCOPE AND INCREASE IN PROJECT COSTS

1.01 DESCRIPTION OF CHANGES

		CHANGE AMOUNT	CHANGE TIME
ITEM 1 CONTRACTOR COSTS &	Change in Contractor's Contract Cost & Time Extension – Concrete Masonry Unit (CMU) Building	$64,000.00	0 Days
SCOPE:			
JUSTIFICATION:	City of Spring Valley Village requested that the Contractor construct a CMU building in lieu of fiber reinforced plastics (FRP) buildings to house the chemical and electrical equipment. The additional cost includes the CMU building, excavation and sub-surface preparation, concrete foundation for electrical equipment and HVAC. NOTE: A change order to increase contract time may be requested by the Contractor in the future for approval given the current uncertainty in estimating how much additional time is required for the CMU building design work, review and approval.		
ITEM 2 CONTINGENCY:	Contingency – Concrete Masonry Unit (CMU) Building	$10,000.00	0 Days
JUSTIFICATION	City of Spring Valley Village is including extra contingency to compensate for the uncertainty inherent in cost estimates for constructing a CMU building in lieu of FRP buildings to house the chemical and electrical equipment.		
ITEM 3 ENGINEERING COSTS &	Change in Engineer of Record's (EOR) Cost – Concrete Masonry Unit (CMU) Building	$76,000.00	0 Days
SCOPE:			
JUSTIFICATION	City of Spring Valley Village requested that the Engineer provide design services and construction phase services (CPS) for a CMU building in lieu of fiber reinforced plastics (FRP) buildings to house the chemical and electrical equipment. The additional cost includes the scope of services that are outlined in the WSP December 2, 2019 proposal to the City of Spring Valley Village.		

TOTALS:	**$150,000.00**	**0 Days**

1.02 ACCEPTANCE BY ENGINEER

Engineer agrees to perform change(s) included in this document for the price and time indicated. The prices for changes include all costs associated with this change in Engineering scope.

Engineer Signature and Title

Date

1.03 ACCEPTANCE BY THE CITY

Public Works Director Date

Mayor Date

City Administrator Date

City Secretary Date

END OF DOCUMENT

MEETING DATE: February 25, 2020

TOPIC: **Ordinance Number 2020-XX**

AN ORDINANCE AMENDING CHAPTER 3, BUILDING AND CONSTRUCTION, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE BY AMENDING SECTIONS 3.101, INTERNATIONAL BUILDING CODE ADOPTED, 3.102, OFFICIAL COPY, OF ARTICLE 3.100, INTERNATIONAL BUILDING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL BUILDING CODE*; AMENDING SECTIONS 3.201, NATIONAL ELECTRICAL CODE ADOPTED, AND 3.202, OFFICIAL COPY, OF ARTICLE 3.200, NATIONAL ELECTRICAL CODE, TO ADOPT THE 2017 EDITION OF THE *NATIONAL ELECTRICAL CODE*; AMENDING SECTIONS 3.301, INTERNATIONAL PLUMBING CODE ADOPTED, AND 3.302, OFFICIAL COPY, OF ARTICLE 3.300, INTERNATIONAL PLUMBING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PLUMBING CODE*; AMENDING SECTIONS 3.1801, INTERNATIONAL MECHANICAL CODE ADOPTED, AND 3.1802, OFFICIAL COPY, OF ARTICLE 3.1800, INTERNATIONAL MECHANICAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL MECHANICAL CODE*; AMENDING SECTIONS 3.2101, INTERNATIONAL RESIDENTIAL CODE ADOPTED, AND 3.2102, OFFICIAL COPY, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL RESIDENTIAL CODE*; AMENDING SECTION 3.2118, AUTOMATIC SPRINKLER SYSTEMS, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL FIRE CODE*; DELETING SECTION 3.2119, WOOD SHINGLES AND SHAKES, IN ITS ENTIRETY; AMENDING SECTIONS 3.2201, INTERNATIONAL FUEL GAS CODE ADOPTED, AND 3.2202, OFFICIAL COPY, OF ARTICLE 3.2200, INTERNATIONAL FUEL GAS CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL GUEL GAS CODE*; AMENDING SECTIONS 3.2301, INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED, AND 3.2302, FUTURE AMENDMENTS, OF ARTICLE 3.2300, INTERNATIONAL ENERGY CONSERVATION CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*; AMENDING SECTIONS 3.2401, INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED, AND 3.2402, OFFICIAL COPY, OF ARTICLE

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	3.2400, INTERNATIONAL SWIMMING POOL AND SPA CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*; AMENDING SECTION 3.2601, INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015, ADOPTED, OF ARTICLE 3.2600, INTERNATIONAL PROPERTY MAINTENANCE CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PROPERTY MAINTENCE CODE*; MAKING OTHER PROVISIONS RELATING THERETO; PROVIDING A PENALTY NOT TO EXCEED $2000,00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.
BACKGROUND:	This Ordinance would replace the existing 2015 International Codes with the 2018 International Codes, and the 2014 National Electrical Code with the 2017 National Electrical Code. In addition, all current adopted local amendments to the ICC Codes have been included in the Ordinance with only one revision. Section 3.2119, Wood Shingles and Shakes has been deleted based on the Governor signing into law HB2439, relating the regulation of building materials as it relates to Residential and Commercial Buildings.
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:	**CITY ADMINISTRATOR APPROVAL:**
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN

APPROVAL	**READING PASSED**	**OTHER**
❑YES ❑NO		

ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING CHAPTER 3, BUILDING AND CONSTRUCTION, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE BY AMENDING SECTIONS 3.101, INTERNATIONAL BUILDING CODE ADOPTED, 3.102, OFFICIAL COPY, OF ARTICLE 3.100, INTERNATIONAL BUILDING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL BUILDING CODE*; AMENDING SECTIONS 3.201, NATIONAL ELECTRICAL CODE ADOPTED, AND 3.202, OFFICIAL COPY, OF ARTICLE 3.200, NATIONAL ELECTRICAL CODE, TO ADOPT THE 2017 EDITION OF THE *NATIONAL ELECTRICAL CODE*; AMENDING SECTIONS 3.301, INTERNATIONAL PLUMBING CODE ADOPTED, AND 3.302, OFFICIAL COPY, OF ARTICLE 3.300, INTERNATIONAL PLUMBING CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PLUMBING CODE*; AMENDING SECTIONS 3.1801, INTERNATIONAL MECHANICAL CODE ADOPTED, AND 3.1802, OFFICIAL COPY, OF ARTICLE 3.1800, INTERNATIONAL MECHANICAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL MECHANICAL CODE*; AMENDING SECTIONS 3.2101, INTERNATIONAL RESIDENTIAL CODE ADOPTED, AND 3.2102, OFFICIAL COPY, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL RESIDENTIAL CODE*; AMENDING SECTION 3.2118, AUTOMATIC SPRINKLER SYSTEMS, OF ARTICLE 3.200, INTERNATIONAL RESIDENTIAL CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL FIRE CODE*; DELETING SECTION 3.2119, WOOD SHINGLES AND SHAKES, IN ITS ENTIRETY; AMENDING SECTIONS 3.2201, INTERNATIONAL FUEL GAS CODE ADOPTED, AND 3.2202, OFFICIAL COPY, OF ARTICLE 3.2200, INTERNATIONAL FUEL GAS CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL GUEL GAS CODE*; AMENDING SECTIONS 3.2301, INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED, AND 3.2302, FUTURE AMENDMENTS, OF ARTICLE 3.2300, INTERNATIONAL ENERGY CONSERVATION CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL ENERGY CONSERVATION CODE*; AMENDING SECTIONS 3.2401, INTERNATIONAL SWIMMING POOL AND SPA CODE ADOPTED, AND 3.2402, OFFICIAL COPY, OF ARTICLE 3.2400, INTERNATIONAL SWIMMING POOL AND SPA CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*; AMENDING SECTION 3.2601, INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015, ADOPTED, OF ARTICLE 3.2600, INTERNATIONAL PROPERTY MAINTENANCE CODE, TO ADOPT THE 2018 EDITION OF THE *INTERNATIONAL PROPERTY MAINTENCE CODE*; MAKING OTHER PROVISIONS RELATING THERETO; PROVIDING A PENALTY NOT TO EXCEED $2000,00 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

*** * * * ***

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 citizens to adopt updated versions of its uniform building codes; 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 are hereby found to be true and correct.

Section 2. The Code of Ordinances of the City of Spring Valley Village, Texas is amended by deleting from Section 3.101 (a), International Building Code Adopted, of Article 3.100, International Building Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.101 (a) the language underscored below as follows:

"**§ 3.101 - International Building Code Adopted**

(a) The *International Building Code, ~~2015~~ 2018 Edition* (Non-residential), as published by the International Code Council (the "International Building Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 3. The Code of Ordinances is further amended by deleting from Section 3.102, Official Copy, of Article 3.100, International Building Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.102 the language underscored below as follows:

"**§ 3.102 - Official Copy**

A copy of the *International Building Code, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 4. The Code of Ordinances is further amended by deleting from Section 3.201 (a), National Electrical Code Adopted, of Article 3.200, National Electrical Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.201 (a) the language underscored below as follows:

"**§ 3.201 - National Electrical Code Adopted**

(a) The *National Electrical Code, ~~2014~~ 2017 Edition,* as published by the National Fire Protection Association, Inc. (the "National Electrical Code"), and as amended herein, hereafter sometimes referred to as the "code," is hereby adopted and made a part of this Article."

Section 5. The Code of Ordinances is further amended by deleting from Section 3.202, Official Copy, of Article 3.200, National Electrical Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.202 the language underscored below as follows:

"**§ 3.202 - Official Copy**

A copy of the *National Electrical Code, ~~2014~~ 2017 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 6. The Code of Ordinances is further amended by deleting from Section 3.301 (a), International Plumbing Code Adopted, of Article 3.300, International Plumbing Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.301 (a) the language underscored below as follows:

"**§ 3.301 - International Plumbing Code Adopted**

(a) The *International Plumbing Code, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Plumbing Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 7. The Code of Ordinances is further amended by deleting from Section 3.302, Official Copy, of Article 3.300, International Plumbing Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.302 the language underscored below as follows:

"**§ 3.302 - Official Copy**

A copy of the *International Plumbing Code, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 8. The Code of Ordinances is further amended by deleting from Section 3.1801 (a), International Mechanical Code Adopted, of Article 3.1800, International Mechanical Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.1801 (a) the language underscored below as follows:

"**§ 3.1801 - International Mechanical Code Adopted**

(a) The *International Mechanical Code, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Mechanical Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 9. The Code of Ordinances is further amended by deleting from Section 3.1802, International Mechanical Code Adopted, of Article 3.1800, International Mechanical Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.1802 the language underscored below as follows:

"**§ 3.1802 - Official Copy**

A copy of the *International Mechanical Code, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 10. The Code of Ordinances is further amended by deleting from Section 3.2101 (a), International Residential Code Adopted, of Article 3.200, International Residential Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2101 (a) the language underscored below as follows:

"**§ 3.2101 International Residential Code for One- and Two-Family Dwellings Adopted**

(a) The *International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Residential Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 11. The Code of Ordinances is further amended by deleting from Section 3.2102, Official Copy, of Article 3.200, International Residential Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2102 the language underscored below as follows:

"**§ 3.2102 - Official Copy**

A copy of the *International Residential Code for One- and Two-Family Dwellings, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 12. The Code of Ordinances is further amended by deleting from Section 3.2118, Automatic Sprinkler Systems, of Article 3.200, International Residential Code, of

Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2118 the language underscored below as follows:

"**§ 3.2118 - Automatic Sprinkler Systems**

Sprinkler systems are required as provided in the *International Fire Code, ~~2015~~ 2018 Edition,* as adopted."

Section 13. The Code of Ordinances is further amended by deleting Section 3.2119, Wood Shingles and Shakes, of Article 3.200, International Residential Code, of Chapter 3, Building and Construction, in its entirety.

Section 14. The Code of Ordinances is further amended by deleting from Section 3.2201 (a), International Fuel Gas Code Adopted, of Article 3.2200, International Fuel Gas Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2201 (a) the language underscored below as follows:

"**§ 3.2201 - International Fuel Gas Code Adopted**

(a) The *International Fuel Gas Code, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Fuel Gas Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 15. The Code of Ordinances is further amended by deleting from Section 3.2202, Official Copy, of Article 3.2200, International Fuel Gas Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2202 the language underscored below as follows:

"**§ 3.2202 - Official Copy**

A copy of the *International Fuel Gas Code, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 16. The Code of Ordinances is further amended by deleting from Section 3.2301 (a), International Energy Conservation Code Adopted, of Article 3.2300, International Energy Conservation Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2301 (a) the language underscored below as follows:

"**§ 3.2301 - International Energy Conservation Code Adopted**

(a) The *International Energy Conservation Code, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Energy Conservation Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 17. The Code of Ordinances is further amended by deleting from Section 3.2302, Future Amendments, of Article 3.2300, International Energy Conservation Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2302 the language underscored below as follows:

"**§ 3.2302 - Future Amendments**

Future amendments (not including clarifications or technical notices of any type) of the *International Energy Conservation Code, ~~2015~~ 2018 Edition,* are not adopted by this article, and must be subsequently approved and adopted by the City Council."

Section 18. The Code of Ordinances is further amended by deleting from Section 3.2401 (a), International Swimming pool and Spa Code Adopted, of Article 3.2400, International Swimming Pool and Spa Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2401 (a) the language underscored below as follows:

"**§ 3.2401 – International Swimming Pool and Spa Code Adopted**

(a) The *International Swimming Pool and Spa Code, ~~2015~~ 2018 Edition,* as published by the International Code Council (the "International Plumbing

Code"), and as amended herein, hereinafter sometimes referred to as the "code," is hereby adopted and made a part of this article."

Section 19. The Code of Ordinances is further amended by deleting from Section 3.2402, Official Copy, of Article 3.2400, International Swimming Pool and Spa Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2402 the language underscored below as follows:

"**§ 3.2402 - Official Copy**
A copy of the *International Swimming Pool and Spa Code, ~~2015~~ 2018 Edition,* including amendments, as adopted by this article, is made a part hereof for all purposes. Further, a copy of said code has been filed with the city secretary and is available for public inspection."

Section 21. The Code of Ordinances is further amended by deleting from Section 3.2601 (a), International Property Maintenance Code Adopted, of Article 3.2600, International Property Maintenance Code, of Chapter 3, Building and Construction, the language struckthrough below and adding to Section 3.2601 (a) the language underscored below as follows:

"**§ 3.2601 – International Property Maintenance Code Adopted**

(a) The *International Property Maintenance Code, ~~2015~~ 2018 Edition,* and all of its appendices are hereby adopted as the property maintenance code of the City, an authentic copy of which have been filed with the City Secretary, are hereby adopted and made a part of this section, except as follow:"

Section 20. Any person who shall knowingly, intentionally, or with criminal negligence violate any provision of this Ordinance, or any provision contained in any code adopted hereby, 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 of any such provision shall constitute a separate offense.

Section 21. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances 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, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 25th day of February, 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:	February 25, 2020
TOPIC:	**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 ALLEGIANCE BANK; 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:	As discussed during the December 10, 2019 Council meeting, the City Team was impressed with Allegiance Bank during the Request for Applications review process. While Wells Fargo Bank, N.A., has been selected as the City's primary Depository Bank, Staff recommends that Allegiance Bank be selected as a secondary Depository Bank for the City to provide an opportunity for the City Team to work with the Allegiance Bank Team over the next couple of years. The City currently has one Certificate of Deposit with Allegiance Bank. This Resolution would approve a Depository Bank Services Agreement that is similar to the one used for Wells Fargo Bank, N.A., with the differences being references to secondary depository bank instead of primary depository bank and the custodian of collateral used by Allegiance Bank.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution No. 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: Michelle Yi, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

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 ALLEGIANCE BANK; 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 Allegiance Bank (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 25th day of February, 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 Allegiance Bank, 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 second depository bank for the period beginning March 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 (FHLB-Dallas) 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: Ignacio Pujol, Jr., Executive Bank Office President
Allegiance Bank
8800 Katy freeway, Suite 110
Houston, Texas 77024

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 a secondary 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

By: _____

Name: Julie Robinson

Title: City Administrator

Date: _____

ALLEGIANCE BANK

By: _____

Name: Ignacio Pujol, Jr.

Title: Executive Bank Office President

Date: _____

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	February 25, 2020
TOPIC:	**Briefing And Discussion Concerning Quarterly Investment Report For Period Ending December 31, 2019**
BACKGROUND:	Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. Attached is a memorandum explaining changes in the City's investments as well as a detailed investment report for the quarter ending December 31, 2019.
RECOMMENDATION:	N/A
ATTACHMENTS:	• Quarterly Investment Report for FY 2019-2020 Period Ending December 31, 2019
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: Michelle Yi, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

MEMORANDUM

TO: **Honorable Mayor and Council Members**

FROM: **Michelle Yi, City Treasurer**
CC: **Julie Robinson, City Administrator**
DATE: **February 10, 2020**
SUBJECT: **Quarterly Investment Report for the Period Ended December 31, 2019**

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

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

Portfolio Recap:

- During the quarter, The SWEEP earned an average yield of 1.5581%.
- During the quarter, The TexPool earned an average yield of 1.7372%
- Throughout the quarter, the City's investments earned interest $75,173.40.

During the fourth quarter, the Federal Reserve lowered interest rates by a quarter of a percentage point on October 30th, 2019 to a target range of 1.50% to 1.75% marks the third rate cut in year 2019. Unemployment rate remain low and economy remained strong during the quarter. Staff continues to monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for Quarter Ended December 31, 2019. This information shows that on the beginning market value as of September 30, 2019 was $19,105,942 and ending market value on December 31, 2019 was $19,497,290. Also included are spreadsheets showing the book value additions of $9,802,560 and book value withdrawals of $9,411,213 for fiscal year-to-date activity.

As of December 31, 2019, the City's cash and investments were as follows:

INVESTMENTS CATEGORY		BOOK VALUE	MARKET % OF PORTFOLIO
Cash in Demand Accounts	$	4,041,201	20.73%
Certificates of Deposit (CDs)	$	214,928	1.10%
Investment Pool	$	15,000,928	76.94%
Money Market/Savings	$	240,233	1.23%
	$	19,497,290	100.00%

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of December 31, 2019, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was $1,269,729.67.

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

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

Investment Officer:

Michelle Yi, City Treasurer

1025 CAMPBELL ROAD • HOUSTON, TEXAS 77055-7495
(713) 465-8308 • FAX (713) 461-7969 • www.springvalleytx.com

CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
December 31, 2019

INVESTMENTS CATEGORY	ORIGINAL FACE VALUE	BOOK VALUE	MARKET VALUE	MARKET % OF PORTFOLIO
Cash in Demand Accounts	$ 4,041,201	$ 4,041,201	$ 4,041,201	20.73%
Certificates of Deposit (CDs)	$ 214,928	$ 214,928	$ 214,928	1.10%
Investment Pool	$ 15,000,928	$ 15,000,928	$ 15,000,928	76.94%
Money Market/Savings	$ 240,233	$ 240,233	$ 240,233	1.23%
	$ 19,497,290	$ 19,497,290	$ 19,497,290	100.00%

Weighted Average Maturity *	2	Days
Weighted Average Yield*		1.5954%
Comparative Yields:	3-month Tsy Bill	1.5500%
	6-month Tsy Bill	1.6000%
	2-year Tsy Note	1.5800%

* Does include cash accounts

CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended December 31, 2019

Account	Date		Rate/	Purchase	Purchase	Market	Face	Beginning Values @ 10/1/19		Ending Values @ 12/31/2019		Accrued
Description	Purchase	Maturity	Coupon	Yield	Price	Price	Amount	Book Value	Market Value	Book Value	Market Value	Interest
Cash Accounts												
Wells Fargo - General/Utility	12/31/19	01/01/20	1.5041%	1.5041%	$ -	$ -	$ 2,623,458.31	$ 1,407,970.44	$ 1,407,970.44	$ 2,623,458.31	$ 2,623,458.31	$ -
Wells Fargo - Child Safety Fee	12/31/19	01/01/20	0.1700%	0.1700%	-	-	55,552.16	54,105.27	54,105.27	55,552.16	55,552.16	-
Wells Fargo - Savings	12/31/19	01/01/20	0.1700%	0.1700%	-	-	416,487.97	416,309.54	416,309.54	416,487.97	416,487.97	-
Wells Fargo - Court On-Line Pay	12/31/19	01/01/20	0.1700%	0.1700%	-	-	8,430.44	8,343.84	8,343.84	8,430.44	8,430.44	-
Wells Fargo - GO/CO Bonds	12/31/19	04/01/19	0.1700%	0.1700%			578,863.85	376,621.66	376,621.66	578,863.85	578,863.85	
Wells Fargo - Reserved for Bond	12/31/19	01/01/20	-	-	-	-	358,408.47	245,890.50	245,890.50	358,408.47	358,408.47	-
Sub-total							4,041,201.20	2,509,241.25	2,509,241.25	4,041,201.20	4,041,201.20	-
Certificates of Deposit												
Allegiance Bank #1002083862	12/18/18	12/17/19	1.2000%	1.2000%	-	-	214,928.45	212,019.46	212,019.46	214,928.45	214,928.45	105.99
Sub-total							214,928.45	212,019.46	212,019.46	214,928.45	214,928.45	105.99
Investment Pools												
TexPool - General Fund	12/31/19	01/01/20	1.6104%	1.6104%			6,324,939.77	6,297,315.75	6,324,939.77	6,324,939.77	6,324,939.77	-
TexPool - Utility Fund	12/31/19	01/01/20	1.6104%	1.6104%			1,383,267.19	1,377,225.78	1,377,225.78	1,383,267.19	1,383,267.19	-
TexPool - Capital Replacement Fund	12/31/19	01/01/20	1.6104%	1.6104%			1,028,219.35	1,023,738.53	1,023,738.53	1,028,219.35	1,028,219.35	
TexPool - Capital Improvement Fund	12/31/19	01/01/20	1.6104%	1.6104%			6,264,501.67	7,334,455.79	7,334,455.79	6,264,501.67	6,264,501.67	
Sub-total							15,000,927.98	16,032,735.85	16,060,359.87	15,000,927.98	15,000,927.98	-
Money Market/Savings Accounts												
Green Bank	12/31/19	01/01/20	1.2600%	1.2600%	-	-	240,232.55	239,428.09	234,604.08	240,232.55	240,232.55	-
Sub-total							240,232.55	616,049.75	234,604.08	240,232.55	240,232.55	-
Total							$ 19,497,290.18	$ 19,370,046.31	$ 19,016,224.66	$ 19,497,290.18	$ 19,497,290.18	$ 105.99

CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
For the Quarter Ended December 31, 2019

Account	Date		Rate/	Face	Beginning Balance 10/01/19	Beginning Balance 10/01/19	Fiscal Year-To-Date Activity Deposits/	Fiscal Year-To-Date Activity Withdrawals/	Fiscal Year-To-Date Activity Incr/(Decr)	Ending Balance 12/31/19	Ending Balance 12/31/19
Description	Purchase	Maturity	Coupon	Amount	Book Value	Market Value	Purchases	Maturities/Calls	Market Value	Book Value	Market Value
Cash Accounts											
Wells Fargo - General/Utility	12/31/19	01/01/20	1.5041%	$ 2,623,458.31	$ 1,407,970.44	$ 1,407,970.44	$ 9,228,759.27	$ 8,013,271.40		$ 2,623,458.31	$ 2,623,458.31
Wells Fargo - Child Safety Fee	12/31/19	01/01/20	0.1700%	55,552.16	54,105.27	54,105.27	1,446.89	-	-	55,552.16	55,552.16
Wells Fargo - Savings	12/31/19	01/01/20	0.1700%	416,487.97	416,309.54	416,309.54	178.43	-	-	416,487.97	416,487.97
Wells Fargo - Court On-Line Pay	12/31/19	01/01/20	0.1700%	8,430.44	8,343.84	8,343.84	86.60	-	-	8,430.44	8,430.44
Wells Fargo - GO/CO Bonds	12/31/19	01/01/20	0.1700%	578,863.85	376,621.66	376,621.66	500,183.84	297,941.65	-	578,863.85	578,863.85
Wells Fargo - Bond Reserved	12/31/19	01/01/20	0.0000%	358,408.47	358,408.47	358,408.47	-	-	-	358,408.47	358,408.47
Sub-total				4,041,201.20	2,621,759.22	2,621,759.22	9,730,655.03	8,311,213.05	-	4,041,201.20	4,041,201.20
Certificates of Deposit											
Allegiance Bank #1002083862	12/18/16	12/17/17	1.2000%	214,928.45	212,019.46	212,019.46	2,908.99	-	-	214,928.45	214,928.45
Sub-total				214,928.45	212,019.46	212,019.46	2,908.99	-	-	214,928.45	214,928.45
Investment Pools											
TexPool - General Fund	12/31/19	01/01/20	1.6104%	6,324,939.77	6,297,315.75	6,297,315.75	27,624.02	-	-	6,324,939.77	6,324,939.77
TexPool - Utility Fund	12/31/19	01/01/20	1.6104%	1,383,267.19	1,377,225.78	1,377,225.78	6,041.41	-	-	1,383,267.19	1,383,267.19
TexPool - Capital Replacement Fund	12/31/19	01/01/20	1.6104%	1,028,219.35	1,023,738.53	1,023,738.53	4,480.82	-		1,028,219.35	1,028,219.35
TexPool - Capital Improvement Fund	12/31/19	01/01/20	1.6104%	6,264,501.67	7,334,455.79	7,334,455.79	30,045.88	1,100,000.00		6,264,501.67	6,264,501.67
Sub-total				15,000,927.98	16,032,735.85	16,032,735.85	68,192.13	1,100,000.00	-	15,000,927.98	15,000,927.98
Money Market/Savings Accounts											
Green Bank	12/31/19	01/01/20	1.3400%	240,232.55	239,428.09	239,428.09	804.46	-	-	240,232.55	240,232.55
Sub-total				240,232.55	239,428.09	239,428.09	804.46	-	-	240,232.55	240,232.55
Total				$ 19,497,290.18	$ 19,105,942.62	$ 19,105,942.62	$ 9,802,560.61	$ 9,411,213.05	$ -	$ 19,497,290.18	$ 19,497,290.18

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	February 25, 2020
TOPIC:	**Ordinance Number 2020-XX** **AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2020 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2020 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**
BACKGROUND:	During the candidate application filing period of January 15 to February 14, 2020, the City received only one application for each of the open positions in the General Election. We received applications from the following: • Joy McCormack (Council Member position) • Marcus Vajdos (Mayor position) • Allen Carpenter (Council Member position) Additionally, the City received no write-in candidate applications by the filing deadline of February 18, 2020. Since all of the applicants were unopposed, the City may cancel the General Election for this year. On Election Day, Saturday, May 2nd, a notice will be posted on the front doors of City Hall making residents aware that the election was cancelled. The notice will also be posted on the City's website. I have informed all of the applicants, and they will be sworn in on May 19, 2020, prior to the City Council meeting.
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# _____
FINANCE VERIFICATION OF FUNDING:	

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

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 2, 2020 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 2, 2020 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 2, 2020, for the purpose of electing a Mayor and two (2) members to the City Council for full terms in the general election; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

NOW THEREFORE,

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

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

Section 2. The following candidates, who are unopposed in the May 2, 2020 General City Election, are declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

MAYOR

Marcus Vajdos (two-year term)

COUNCIL MEMBERS, AT LARGE

Allen Carpenter (two-year term)

Joy McCormack (two-year term)

Section 3. The May 2, 2020 General City Election is canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

Section 4. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

Section 5. This Ordinance shall take effect upon its final passage, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED this the 25th day of February, 2020.

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

ATTEST:

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