



Regular City Council Meeting
April 28, 2020
6:00 p.m.

Tom S. Ramsey, Mayor
David Dominy
Joy McCormack

Allen Carpenter, Mayor Pro Tem
Tom Donaho
Marcus Vajdos



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, April 28, 2020, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of Spring Valley Village will conduct the meeting scheduled at 6:00 p.m. on Tuesday, April 28, 2020 in the City Hall Council Chambers, located at 1025 Campbell Road, in part by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

The video link to this meeting is <https://zoom.us/j/99731032009>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 997 3103 2009 and #.

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS

3.1 Police Week Proclamation

3.2 Public Works Week Proclamation

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 Emergency City Council Meeting on March 19, 2020
- 5.2 Minutes for City Council Meeting on March 24, 2020
- 5.3 Minutes for Special Called City Council Meeting on March 24, 2020
- 5.4 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 APPROVING AN AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND VILLAGE PRACTICE MANAGEMENT COMPANY OF HOUSTON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING 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 A LETTER AGREEMENT FOR STREET LIGHT REMOVAL AND INSTALLATION FOR HILLDALE AND BADE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CENTERPOINT ENERGY; 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, 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 TRIPLE B SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.7 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 4 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND TRIPLE B SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

- 5.8 Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
- 5.9 Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.
- 5.10 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 A PROPOSAL FOR VIDEO CONFERENCING EQUIPMENT AND INSTALLATION BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FE SOLUTIONS; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.11 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 APPROVING A SOFTWARE AS A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND TYLER TECHNOLOGIES INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** March 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. Activities Concerning Response to COVID-19
7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of Village Fire Department Commissioners Meeting held on March 25, 2020, April 9, 2020, and April 22, 2020. (Council Member Carpenter / Mayor Ramsey)
8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of April 14, 2020. (Council Member Vajdos / City Attorney Loren Smith)
9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** City Update Concerning COVID-19.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE CITY COUNCIL ON MARCH 24, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
11. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Status of Municipal Bond Market and Impact on Timing of Issuance of Second Certificate of Obligation by City of Spring Valley Village. (Drew Masterson, Masterson Advisors)

NEW BUSINESS

12. **CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.
 - A. Presentation of Preliminary and Final Re-Plat by Applicant
 - B. Those In Favor
 - C. Those Opposed
 - D. Adjourn Public Hearing
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.
14. **CONDUCT A PUBLIC HEARING CONCERNING:** Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
 - A. Presentation by Applicant
 - B. Those In Favor
 - C. Those Opposed
 - D. Adjourn Public Hearing
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL -ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE

OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT (“FPADD”) AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Authorizing One-Time COVID-19 Pay for Police and Public Works Department Employees.
17. **RECESS REGULAR CITY COUNCIL MEETING**
 - 17.1 Regular Meeting of the Board of Directors of the Spring Valley Legacy Fund, Inc.
18. **RECONVENE MEETING OF CITY COUNCIL**
19. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Status of City’s Fiscal Year 2019-2020 Budget and Fiscal Year 2020-2021 Budget Preparation Including:
 - A. Proposed FY 2020-2021 Budget Calendar
 - B. Review of and Potential Modifications to City’s Current Residential Property Tax Exemptions
 - C. Possible Purchase of Two Police Vehicles Planned for FY 2021 in FY 2020 and Including Two Police Vehicles in FY 2021 Budget
20. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ORDINANCE NUMBER 2000-21, CODIFIED AS ARTICLE 11.700, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; ADOPTING A NEW ARTICLE 11.700, DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY A VIOLATION OCCURS; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
21. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS ARTICLE 3.100, URBAN FOREST PRESERVATION AND PROTECTION, OF CHAPTER 3, BUILDING AND CONSTRUCTION, TO AMEND EXHIBIT A, APPROVED TREE LIST AND EXHIBIT B, APPROVED UNDERSTORY TREE LIST; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.
22. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Draft Policy for Sponsorships for City Facilities, Equipment, Services and Projects.
23. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:

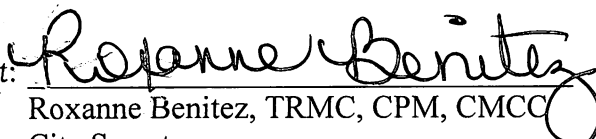
1. Status of Hilldale, Bade & Cardwell Paving and Utility Improvements Project
2. Status of New Production Well
3. Status of Lone Star Drive, West Tex Drive, Loeser Drive, and Traweek Paving and Utility Improvements Project
4. Status of Green Valley Drive and Winningham Lane Paving and Utility Improvements Project
5. Status of Development of Mobile App

24. 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 April 28, 2020 agenda of items to be considered by City Council was posted on or before the 24th day of April, 2020, at 12:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

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

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

Proclamations / Announcements

POLICE WEEK PROCLAMATION

WHEREAS, Police Officers of the Spring Valley Village Police Department stand, watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and

WHEREAS, it is important that all citizens recognize the duties, responsibilities, hazards, and sacrifices of local law enforcement agencies; and

WHEREAS, Friday, May 15, 2020, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, the Spring Valley Village Police Department, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

NOW, THEREFORE, I, TOM S. RAMSEY, as Mayor of the City of Spring Valley Village do hereby declare May 10-16, 2020 as:

POLICE WEEK

In the City of Spring Valley Village, Texas, and hereby publicly salute the service of law enforcement officers in our community.

IN WITNESS WHEREOF, I have hereunto set my signature and the seal of the City of Spring Valley Village, this 28th day of April, 2020.

Tom S. Ramsey, Mayor

Attest:

Roxanne Benitez, City Secretary

PROCLAMATION

***Whereas,** public works services provided in our community are an integral part of our citizens' everyday lives; and*

***Whereas,** the support of an understanding and informed public is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings and solid waste collection, wastewater disposal, code enforcement, and engineering to provide these essential services to our citizens; and*

***Whereas,** the health, safety and comfort of this community greatly depends on these facilities and services; and*

***Whereas,** the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and*

***Whereas,** the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.*

***Now, therefore,** I, Tom S. Ramsey, Mayor of the City of Spring Valley Village, do hereby proclaim the week of May 17-23, 2020 as*

Public Works Week

In the City of Spring Valley Village, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

***In Witness Whereof,** I have hereunto set my hand and caused the seal of the City of Spring Valley Village to be affixed this 28th day of April, 2020.*

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

Attest:

Roxanne Benitez, City Secretary

Consent Agenda Items

**MINUTES OF THE EMERGENCY CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
THURSDAY, MARCH 19, 2020 AT 9:00 A.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL TO ORDER

The Emergency Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 9:01 a.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro Tem Allen Carpenter

Council Member David Dominy (arrived at 9:03 a.m.)

Council Member Joy McCormack (via telephone conference call)

Members Absent:

Council Member Tom Donaho

Council Member Marcus Vajdos

NEW BUSINESS

2. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE MAYOR ON MARCH 13, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the ordinance by caption only. Council Member Carpenter made a motion to approve Ordinance Number 2020-08, extending the disaster declaration to April 10, 2020, and Council Member Dominy seconded the motion. Motion carried 3-0.

3. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 9:08 a.m., and Council Member Dominy seconded the motion. Motion carried 3-0.

Signed: _____
Tom S. Ramsey
Mayor

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

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 24, 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 6:00 p.m.

Members Present:

Mayor Tom Ramsey
Mayor Pro Tem Allen Carpenter
Council Member David Dominy
Council Member Tom Donaho (via teleconference)
Council Member Joy McCormack
Council Member Marcus Vajdos

Members Absent:

None

2. INTRODUCTIONS

Julie M. Robinson, City Administrator (via teleconference)
Lloyd Evans, Police Chief (via teleconference)
Roxanne Benitez, City Secretary
Pat Riley, Public Works Director
Michelle Yi, City Treasurer
Zachary Meadows, Director of Community Development
Matthew Hitt, Assistant to the City Administrator
David Dixon, Police Commissioner
Loren Smith, City Attorney

3. PROCLAMATIONS / ANNOUNCEMENTS/ APPOINTMENTS

None.

4. PUBLIC COMMENTS

None.

5. CONSENT AGENDA

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

5.1 Minutes for City Council Meeting on February 25, 2020

5.2 Resolution No. 20-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED

CONGESTION MITIGATION/TRAFFIC MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE AND THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY (“METRO”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE SECOND AMENDED AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

- 5.3 Approval of Pay Estimate No. 3 (Final) for Spring Valley Village Park Renovation Phase II Landscape Improvements Project to Jerdon Enterprises, L.P. in the Amount of \$34,036.94

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

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** February 2020 Police Department Staff Report (Chief Evans):

Chief Evans provided the report.

1. Number of Calls for Service – 1,167
2. Number of Traffic Violations – 464
3. Number of K-9 Deployments – 111
4. Other Activities of the Police Department

Chief Evans advised that there were more officers on patrol in response to COVID-19. Commissioner Dixon advised that the Harris County jail issued a mass release of several hundred inmates also in response to COVID-19.

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of Village Fire Department Commissioners Meetings held on February 26, 2020 and March 18, 2020. (Council Member Carpenter / Mayor Ramsey)

Mayor Pro Tem Carpenter advised that the Commissioners meeting for March 25 was cancelled and added that he, Chairman Nash, and Chief Foster, were working on the budget for the Village Fire Department. He also advised that some of the first responders were not given notice regarding residents who had been exposed to COVID-19 and were under quarantine. Mayor Pro Tem Carpenter advised that Chief Foster asked for feedback from the Council regarding this situation. He also advised that the Village Fire Department recently adopted protocols in response to COVID-19.

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of March 10, 2020. (Council Member Vajdos / City Attorney Loren Smith)

City Attorney Loren Smith advised that a presentation regarding a potential project was given, and added that agenda item numbers 15 and 16 were discussed and recommended for approval at the March 10 Planning & Zoning Commission meeting.

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

Richard Barbles with Stream Realty advised that, since the last time he appeared before the City Council in October 2019, he has been working on securing tenants for this project since their anchor tenant fell through last year. He also advised that he was in negotiations with four prospective tenants and would need four tenants prior to breaking ground. Mr. Barbles requested an extension until the end of the year. It was the consensus of the City Council to extend the deadline to break ground on the project to December 31, 2020. In the event that the project has not broken ground by the new deadline, Mr. Barbles would be required to provide a status on the project to the City Council in January of 2021.

10. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: City Update Concerning COVID-19.

There was discussion concerning the various steps taken by City Staff and the Police Department to respond to COVID-19. . No direction concerning additional steps was provided.

11. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2020-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE CITY COUNCIL ON MARCH 19, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2020-09, extending the disaster declaration until April 28, 2020, and Council Member Carpenter seconded the motion. Motion carried 5-0.

NEW BUSINESS

12. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Presentation and Acceptance of Fiscal Year 2018-2019 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants. (Robert Belt, Belt Harris Pechacek LLLP)

Robert Belt, Managing Partner with Belt, Harris, Pechacek, LLLP, presented the 2018-2019 Comprehensive Annual Financial Report. Council Member Vajdos made a motion to accept the Fiscal Year 2018-2019 Audited Comprehensive Annual Financial Report prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants as presented, and Council Member McCormack seconded the motion. Motion carried 5-0.

13. 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 A PROPOSAL FOR SAFETY AND MOBILITY STUDY FOR SPRING VALLEY VILLAGE, TEXAS, TO BE CONDUCTED BY TRAFFIC ENGINEERS, INC. THROUGH IDS ENGINEERING GROUP; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING IDS ENGINEERING GROUP TO EXECUTE SUCH PROPOSAL ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. Council Member McCormack made a motion to approve Resolution Number 20-09, and Council Member Vajdos seconded the motion. Motion carried 5-0.

14. BRIEFING AND DISCUSSION CONCERNING: City and Homeowners Association Authority Regarding Development.

Mayor Ramsey advised that there had been a request from a homeowners association to enforce their deed restrictions that resulted in this item being placed on the agenda. There was discussion concerning the request and the provisions of the Texas Open Records Act related to requests for building plans that have been copyrighted. City Attorney Loren Smith advised that the Texas Local Government Code prohibits cities from enforcing or getting involved with homeowners associations and deed restrictions.

15. CONDUCT A PUBLIC HEARING CONCERNING: Ordinance No. 2020-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS BY DELETING SECTION 05:03, BUILDING MATERIALS AND ARCHITECTURAL STANDARDS, OF EXHIBIT “A” OF CHAPTER 12 PLANNING AND ZONING, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; 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; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

Mayor Ramsey opened the Public Hearing at 7:29 p.m.

A. Presentation of Proposed Ordinance

City Attorney Loren Smith presented the ordinance and advised that the purpose of the ordinance was to comply with recent legislative changes.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

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

16. 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 DELETING SECTION 05:03, BUILDING MATERIALS AND ARCHITECTURAL STANDARDS, OF EXHIBIT “A” OF CHAPTER 12 PLANNING AND ZONING, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; 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; 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 Dominy made a motion to approve Ordinance No. 2020-10, and Council Member Carpenter seconded the motion. Motion carried 4-1, with Council Member Vajdos voting Nay.

17. BRIEFING AND DISCUSSION CONCERNING: Status of Plan Review Processes and Timeframes.

Director of Community Development Zachary Meadows provided the Council with an overview of the City's plan review processes. The department is keeping up with the demand for sub-contractor permits, such as electrical, plumbing, and mechanical, which are usually processed on the same or following day. In the time he has been with the City, for the turnaround time for BBG, the City's plan review contractor, to review plan submittals averages five to seven business days with some larger projects taking longer to review. Mr. Meadows advised that the City had retained Gessner Engineering to review drainage plans and, over the last few months, the turnaround time would fluctuate and eventually ended up being three to four weeks which is unacceptable. Discussions with Gessner Engineering about the review times did not result in improvements, so the City Administrator authorized him to contact Cobb Fendley & Associates for a proposal to perform on-call drainage plan reviews, and he has received a proposal that will be reviewed this month.

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

As directed by the City Council during the December 2019 meeting, Assistant to the City Administrator Matthew Hitt advised that he had researched various options for a City mobile application. There are two companies that could provide a City mobile app, Civic Plus and Tyler Technologies. While the mobile app that could be provided by Civic Plus is a good option, it does not have the capability to interface with the City's utility billing software and, consequently, residents would not be able to pay their utility bill through the mobile app. On the other hand, Tyler Technologies could provide a mobile app that would have the same capabilities as the City website, including paying utility bills, and gave the City of Jersey Village's mobile application as a visual example. The cost for the Civic Plus mobile app is a one-time implementation fee of \$6,000 and \$6,000 annually, and the cost for the Tyler Technologies mobile app is a one-time implementation fee of \$3,000 and \$6,000 annually. After discussion, it was the consensus of the City Council was to proceed with using Tyler Technologies to develop a City mobile app.

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

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

Public Works Director Pat Riley provided an update for the Council and advised that the project was almost complete. He and the City Administrator will be meeting with the contractor and Binkley & Barfield on March 26 to work toward resolving outstanding issues.

2. Status of New Production Well

Public Works Director Pat Riley advised that a rig was set up to clean the screens on the well which would not cause a significant amount of noise.

3. Status of Lone Star Drive, West Tex Drive, Loeser Drive, and Traweek Paving and Utility Improvements Project

Public Works Director Pat Riley advised that the project design was 90% complete and anticipated receiving the plans and specifications no later than next week.

4. Status of Green Valley Drive and Winningham Lane Paving and Utility Improvements Project

Public Works Director Pat Riley advised that the project design was 90% complete and anticipated receiving the plans and specifications soon.

20. **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:

- 20.1 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.

The City Council did not convene into Executive Session.

21. **RECONVENE**

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

No action was taken.

23. **ADJOURNMENT**

Council Member Carpenter made a motion to adjourn the meeting at 8:01 p.m., and Council Member Dominy seconded the motion. Motion carried 5-0.

Signed: _____
Tom S. Ramsey
Mayor

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

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 24, 2020 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 5:03 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro-Tem Allen Carpenter

Council Member David Dominy

Council Member Tom Donaho (via teleconference)

Council Member Joy McCormack

Council Member Marcus Vajdos

Members Absent:

None

2. DISCUSSION AND DIRECTION CONCERNING: Current Capital Improvement Program, Consideration of Re-Prioritization of and Possible Additional Capital Projects, and Preparation for 2021 Certificate of Obligation Bond Issue.

City Administrator Julie Robinson asked for direction from the City Council concerning currently approved capital projects and if re-prioritization was necessary. Ms. Robinson also requested feedback regarding potential projects that were not on the capital projects list. The City Council discussed various capital projects within the approved capital projects list as well as potential projects and funding, including the timing of the issuance of the next Certificate of Obligation bond. The Council requested that the City's financial advisor provide a briefing on the status of the municipal bond market during the April 28, 2020 Council meeting. It was the consensus of the City Council to:

- (1) Keep the prioritization of current capital projects as approved On October 23, 2018, and move forward with design of Bond 2 projects if there are funds remaining after completion of Bond 1 projects;
- (2) Keep the SBISD Park Initiative on the approved capital project list and not expend effort on the project at this time;
- (3) Keep Bridge over Briar Branch Creek at Tamy Lane/Randy Drive on the approved capital projects list and investigate costs for removing the current vehicular bridge and replacing it with a pedestrian bridge;
- (4) Add Renovation of Pech Road Footbridge and Phase III Park Improvements (Playground) to the capital projects list and investigate costs for both projects.

3. ADJOURNMENT

The Special Called meeting adjourned at 5:49 p.m.

Signed: _____
Tom S. Ramsey
Mayor

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

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

MEETING DATE: April 28, 2020

TOPIC:	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 APPROVING AN AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND VILLAGE PRACTICE MANAGEMENT COMPANY OF HOUSTON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	The City of Spring Valley Village has been using Village Practice Management Company of Houston (Village MD), formerly "Village Family Practice," for more than a decade for services such as employee drug and health screenings as well as annual flu vaccines; however, there has not been a formal agreement. To continue providing services, Village MD has requested that all organizations, including the City, enter into a formal agreement. There are no changes to the fees currently paid by the City for the services. On April 6, 2020, City Administrator Julie Robinson executed an Agreement for Occupational Health Services on behalf of the City with Village MD. This Resolution would ratify Ms. Robinson's actions taken on behalf of the City.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution No. 20-XX
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Roxanne Benitez, City Secretary	CITY ADMINISTRATOR APPROVAL:
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN APPROVING AN AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND VILLAGE PRACTICE MANAGEMENT COMPANY OF HOUSTON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 6, 2020, the City Administrator executed an Agreement for Occupational Health Services with Village Practice Management Company of Houston ("Village MD") (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon review and consideration of the Agreement and all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute the Agreement; and (2) that the actions of the City Administrator in executing the Agreement should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing the Agreement are ratified in all respects.

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

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

Tom 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



Occupational Health Services Agreement

This Occupational Health Services Agreement (the “Agreement”) is executed by and between Village Practice Management Company of Houston, a Texas limited liability company (“VillageMD”), and the City of Spring Valley, a Texas General Law Municipality (“City”), as of March 31, 2020 (the “Effective Date”). VillageMD and City may each be referred to herein as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, City desires to obtain occupational health screening services (the “Services” as further described herein) and VillageMD agrees to provide the Services to City under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the above, the parties hereto agree as follows:

1. Services. Throughout the term of this Agreement, VillageMD agrees to provide City with on-site occupational health screening services and related clinical services at a VillageMD Facility as more fully described in **Exhibit A** hereto and hereby incorporated by reference. VillageMD shall ensure that during the Term of this Agreement that all clinical providers and related staff, as applicable shall: (a) possess a valid and unrestricted license; (b) meet and comply with all ongoing governmental and regulatory criteria and standards for applicable licensure; (d) maintain eligibility for participating provider status in the Medicare and Medicaid programs; (e) comport with applicable industry standards and medical ethical standards; and (f) conduct himself/herself in a professional manner.

2. Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period of two (2) years, unless otherwise terminated pursuant to this Agreement. Thereafter this Agreement may automatically renew for three (3) successive one (1) year terms unless either party provides written notice to the other party, at least thirty (30) days prior to the end of a given term of its intent not to renew.

3. Termination.

(a) For breach. Either party shall have the right to terminate this Agreement upon fifteen (15) days’ prior written notice if the party to whom such notice is given materially breaches any provision of this Agreement. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in breach of this Agreement. If the party receiving such notice cures the alleged breach within fifteen (15) days of the receipt of such notice, such cure shall revive this Agreement in effect for the remaining term, subject to any other rights of termination contained in this Section or in any other provision of this Agreement.

(b) Without cause or penalty. Either party shall have the right to terminate this Agreement without cause or penalty upon providing the other party with thirty (30) days’ advance written notice.

4. Compensation. City shall pay VillageMD for the Services at the rates set forth in **Exhibit A** attached hereto and hereby incorporated by reference. Each invoice shall show how the invoiced amount was determined and shall contain sufficient detail to substantiate the amounts due to VillageMD. City shall pay VillageMD all amounts under the invoice within thirty (30) days of the invoice date. The parties acknowledge and agree



that the fees paid hereunder are consistent with fair market value in arms-length transactions, and no amount paid pursuant to this Agreement, or any other agreement between the parties, is intended to be, nor shall it be construed to be an inducement or payment for, or in any way dependent upon, the referral of customers or the generation of business to one party by the other party or any hospital or health care provider with which either party is affiliated or does business. Neither party is required to refer any health care providers or other customers to the other party. In no event will the compensation paid hereunder vary or depend upon any business that may have been or may be generated for either party. In interpreting and enforcing this Agreement, this Agreement shall be construed for all purposes as an Agreement meeting the requirements of the federal health care program anti-kickback law, 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Law"). The relevant requirements of any government agency materials interpreting that regulation and all of the relevant requirements of that regulation are hereby incorporated by reference and made a part of this Agreement.

5. Non-Interference; Non-Exclusivity. Each party specifically represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has neither entered, nor will enter, into any other agreements or arrangements that would interfere, infringe, conflict with this Agreement or that would render it incapable of satisfactorily performing its obligations under this Agreement. This Agreement does not create an exclusive arrangement between the parties for the Services described hereunder.

6. Medical Records. It is agreed by the parties that all medical records and case management reports attributable to the Services rendered under this Agreement shall belong and remain the exclusive property of VillageMD. City shall keep and maintain records as may be required and medically necessary to provide Services confidential. Disclosure of any such records or reports shall be made only upon the express agreement of VillageMD and in accordance with applicable law. The parties will abide by all applicable laws and regulations related to the use and disclosure of health information, including the privacy and security standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 42 CFR Parts 160 and 164, each as amended.

7. Confidentiality. As used herein "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one party or its affiliate (the "Disclosing Party") to the other party (the "Receiving Party") concerning or related to this Agreement or the Disclosing Party (whether before, on or after the Effective Date) that is characterized as Confidential Information at the time of disclosure or within a reasonable time after disclosure or which the Receiving Party should have considered to be confidential under the circumstances surrounding the disclosure. The Receiving Party will use the same degree of care to maintain the confidence of the Confidential Information of the Disclosing Party that it uses to maintain the confidence of its own Confidential Information, but in no event less than reasonable care. Any Confidential Information of the Disclosing Party will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under this Agreement. In addition, the Receiving Party will not reproduce Confidential Information disclosed by the Disclosing Party, in any form, except as required to accomplish the Receiving Party's obligations under this Agreement. Confidential Information will not include information that: (a) is in or enters the public domain without breach of this Agreement and through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. The Receiving Party may disclose Confidential Information to



the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior written notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.

8. Participation in Federal Programs. City represents and warrants that (1) it is not excluded from any federal health care program, as defined under 42 U.S.C. Section 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program; (b) it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from participation in any federal health care program, and (c) no final adverse action, as such term is defined under 42 U.S. C. Section 1320a-7e(g), has occurred or is pending or threatened against it or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement.

9. Limitation of Liability. Neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense.

10. Miscellaneous

- (a) **Independent Contractor.** The parties are independent contractors of one another. Nothing in this Agreement shall render, a party or its agents or employees to speak for, represent or obligate the other party in any way or create any other relationship between the parties other than that of independent contractors.
- (b) **Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.
- (c) **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Contract and the performance of the obligations imposed by this Agreement shall be governed by laws of the State of Texas. Any suit involving any dispute or matter arising under this Agreement may only be brought in any Texas State Court having jurisdiction over the subject matter of the dispute or matter.
- (d) **Attorney's Fees.** In the event one of the parties hereto brings an action or suit against the other party to enforce his, her or its rights under this Agreement, the prevailing party in whose favor final judgment is entered shall be entitled to have and recover of and from the losing party all costs and expenses incurred or sustained by such prevailing party in connection with such action or suit, including without limitation legal fees and expenses.
- (e) **Assignment.** This Agreement may not be assigned without the express prior written consent of the other party, such consent shall not be unreasonable withheld. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, successors, and assignees



- (f) **Cooperation.** The parties hereto agree to cooperate with each other during the term of this Agreement and thereafter. In the event a problem arises, each party will use its best efforts to solve and not aggravate said problem.
- (g) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Facsimile and electronic signatures shall be treated as originals.
- (h) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof.
- (i) **Notices.** All Notices, except as provided otherwise herein, shall be in writing and shall be served by one party to the other party as set forth below. Notice to any one of a multiple person party shall be sufficient Notice to all. Unless otherwise provided, whenever provision is made herein for the giving, service or delivery of any notice, such notice shall be in writing and shall be deemed to have been duly given, served or delivered:

If to VillageMD: 125 S. Clark St Chicago IL 60603
Attn: General Counsel
E-mail: legaldeptsharepoint@villagemd.com

If to City: 1025 Campbell Road
Houston, Texas 77055
Attention: City Administrator

Notice shall be given in the following manner to the party set forth above: (i) if personally into the hands of the party thereunder entitled with a proper certificate of service therefore; (ii) by mailing of such Notice to the addresses recited herein by certified mail, return receipt requested. Except as otherwise provided herein, Notice sent by certified mail shall be effective on the date of mailing; (iii) by sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on days during business hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is 9:00 a.m. (cst) of the next business day after transmission; or (iv) by sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during business hours. In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is 9:00 a.m. (cst) of the next business day after transmission.

- (j) **Section Titles, Headings, and Captions.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof, are not to be considered in construing this Agreement, and where inconsistent with the text, are to be disregarded.



- (k) **Severability.** Both parties hereby expressly agree that it is not the intention of either party to violate any public policy, statutory or common law, and that if any provision of this Agreement is ultimately determined to be invalid as applied to any fact or circumstance, it is their desire that such provision shall be modified by the minimum extent necessary to render it valid and it shall not affect any other provision or the same provision, applied to any other fact or circumstance.
- (l) **Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement. If either party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written above.

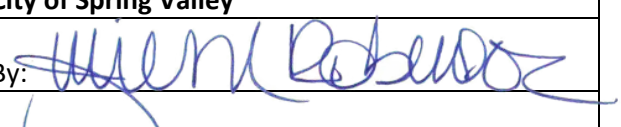
Village Practice Management Co. of Houston, LLC	City of Spring Valley
By:	By: 
Printed Name:	Printed Name: Julie M. Robinson
Title:	Title: City Administrator
Date:	Date: April 6, 2020



Exhibit A
Services and Compensation

Service	Compensation
Drug Screen	\$35.00
Job placement physical exam	\$35.00
Hearing testing	\$15.00

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: April 28, 2020

TOPIC:	Resolution Number 20-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A LETTER AGREEMENT FOR STREET LIGHT REMOVAL AND INSTALLATION FOR HILDALE AND BADE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CENTERPOINT ENERGY; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	The City had originally planned the replacement of the street lights on Hildale and Bade as part of the City' Street Light Replacement Program in the Capital Projects Funds but delayed the work once construction began on the Hildale, Bade & Cardwell Paving and Utility Improvement Project. With that project nearing completion, I contacted CenterPoint Energy to proceed with the removal and installation of the street lights on Hildale and Bade. CenterPoint Energy requires pre-payment for the street light removal and installation. Consequently, on March 31, 2020, City Administrator Julie Robinson executed a Letter Agreement for Street Light Removal and Installation for Hildale and Bade with CenterPoint Energy in order to proceed with the work. The total amount of the Letter Agreement is \$11,272.00, and the cost will be funded out of the Capital Projects Fund cash (not bond funds).
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# _____ ☒ \$11,272.00 from unassigned fund balance will be used and added to Acct/Project# <u>25-50-6945</u> ☐ \$ _____ 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	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE

RESOLUTION NUMBER 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A LETTER AGREEMENT FOR STREET LIGHT REMOVAL AND INSTALLATION FOR HILDALE AND BADE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CENTERPOINT ENERGY; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 31, 2020, the City Administrator executed a Letter Agreement for Street Light Removal and Installation for Hilda and Bade by and between the City of Spring Valley Village, Texas and CenterPoint Energy (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon review and consideration of the Agreement and all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute the Agreement; and (2) that the actions of the City Administrator in executing the Agreement should be ratified in all respects.

NOW, THEREFORE

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing the Agreement are ratified in all respects.

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

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

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

ATTEST:

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

EXHIBIT “A”
TO
RESOLUTION NUMBER 2020-XX



Santos Calderon
Service Consultant
CenterPoint Energy Houston

4700 S. Shaver St. #1
Houston, TX 77034
713 945 3234
Fax: 713 945 3773
Santos.Calderon @
CenterPointEnergy.com

March 30, 2020

Subject: Streetlight removal and install

Location: City of Spring Valley Village (HILDALE & BADE)

Dear Spring Valley Village:

The *Streetlight Division* at CenterPoint Energy (CNP) has prepared a cost for the streetlights to be install and removed at the subject location.

The total cost is Eleven Thousand Two Hundred Seventy-Two dollars: **\$ 11,272.00**

The following is a breakdown of the above mentioned cost:

Underground Street Light New Installation Only: \$ 10,544.00

- (1) – Install 9 – 45W, LED Granville on Traditionaire embedded poles.
- (2) – Bore 510' +/- of streetlight secondary conductor.

OH Street Light Removal Only: \$ 728.00

- (1) – Remove 5 – 100W, HPS Cobras
- (2) – Remove 3 – 150W, HPS Cobras

Installation of the street lights is contingent on all the street lights being installed at one time, after the street paving and curbs have been completed, and all lots have been brought up to finished grade level. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable trenching operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. There will also be a charge for all street, sidewalks, and driveway bore's unless others install electrical PVC conduit to our company's specifications. Conduit specifications can be provided upon request.

While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved during the pre-construction walk. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Your signature below will be our acknowledgment of your acceptance to the above mentioned terms and conditions and associated charges. Also, a check for the above noted amount made payable to *CenterPoint Energy* will be required before CNP can proceed with the planned construction. Please send the check, the original signed copy of this agreement and invoice to:

CenterPoint Energy
Attn: Distribution Project Coordinator
4700 South Shave St., Bldg. I FL3
Houston, TX 77034

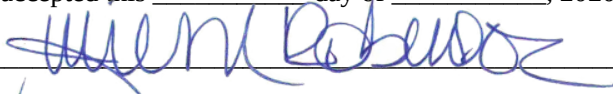
If there are any questions, please do not hesitate to contact me at (713) 945-3234. Please note this estimate is valid for a period of 180 days from the date of this agreement.

Respectfully,

Santos Calderon

Sr. Service Consultant
CenterPoint Energy

Approved and accepted this 31st day of March, 2020.

Signature 

Printed Name Julie M. Robinson

Printed Company City of Spring Valley Village

Printed Title City Administrator

Mailing Address 1025 Campbell Road, Houston, TX 77055

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

MEETING DATE: April 28, 2020

TOPIC:	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 TRIPLE B SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	On July 23, 2019, Council ratified my execution of Change Order Number 1 on behalf of the City which provided for a net decrease in the Original Contract Price of \$58,573.14 and a net increase in the Contract Time of 56 calendar days for the Hilldale, Bade & Cardwell Paving and Utility Improvements Project ("Project"). In September of 2019, Triple B Services was authorized by the City to undertake additional work that was outside the scope of the Contract but was necessary for the Project. This work amounted to \$21,115.00 and included: • Trucking and disposal of removed cement stabilized sand on Hilldale • Additional 10" waterline offset • Installation of an 8" drain line and Type A inlet to drain 1118 Bade properly. This includes setting the new inlet and connecting to an existing inlet by laying 8" PVC pipe. The need for this work was not known when project started. Triple B Services did not submit a separate change order request specifically for this approved additional work but included it in a large Change Order Number 2 that was submitted on February 10, 2020. The City and Binkley & Barfield disagreed with other items contained in Change Order Number 2, and it was rejected in whole. The City began experiencing problems with Triple B Services again in September of 2019 when there were staff changes with the contractor. The contractor failed to complete the Project by the extended Contract deadline of November 18, 2019, and in fact left the job site in mid-December of 2019 and did not return until mid-January of 2020. Since then and with the submission of Change Order Number 2, the City and Binkley & Barfield have been working to resolve the outstanding issues and expenses on the
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ACTIONS TAKEN

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

Project in order to get it completed. During a virtual meeting between the City, Binkley & Barfield, and Triple B Services on March 26, 2020, City Administrator Julie Robinson requested that Triple B Services submit separate change orders for the following work so we could begin to unravel and resolve the different items at issue:

- (1) Work that was necessary, completed and approved by the City [the work from September of 2019];
- (2) Work that was necessary but not in the original bid items or scope and has been completed and approved by the City; and
- (3) New requested work that was not in the original bid items or scope and not previously approved by the City.

Change Order Number 3 represents the resolution of the first outstanding issue. Change Order Number 3 provides for a net increase in the revised Contract Price of \$21,115.00 and represents payment for work that was necessary and approved by the City in September of 2019. After execution of Change Order Number 3, the Project remains under the Original Contract Price by \$37,458.14.

This Resolution formally ratifies my actions on behalf of the City.

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# 25-50-7514

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

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

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

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

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Pat Riley, Public Works Director

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING CHANGE ORDER NUMBER 3 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND TRIPLE B SERVICES FOR THE HILDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 30, 2020, the City Administrator executed Change Order Number 3 to the Agreement by and between the City of Spring Valley Village, Texas and Triple B Services for the Hilldale, Bade & Cardwell Paving and Utility Improvements Project (CSB #2018-08-101) ("Change Order Number 3"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute Change Order Number 3; and (2) that the actions of the City Administrator in executing Change Order Number 3 should be ratified in all respects.

NOW, THEREFORE

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing Change Order Number 3 on behalf of the City of Spring Valley Village are ratified in all respects.

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

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

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

ATTEST:

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

EXHIBIT "A"

TO

RESOLUTION NUMBER 20-XX



April 3, 2020

Julie M. Robinson, ICMA-CM
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

RE: Change Order No. 3
18-08021: Hildale, Bade, and Cardwell Paving and Utility Improvements
BBI Job No. 170000241

Dear Ms. Robinson:

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

1. Triple B Services, L.L.P. – Change Order No. 3

The amount of Change Order No. 3 is \$21,115.00

Binkley & Barfield, Inc. has reviewed this change order 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

CHANGE ORDER NO. 3

Project:	Hilldale-Bade Paving and Utility Improvements Project	Date:	March 30, 2020
Owner:	City of Spring Valley Village 1025 Campbell Road Houston, Texas 77055	Engineer:	Binkley & Barfield, Inc. 1710 Seamist Dr. Houston, Texas 77008
Contractor:	Triple B Services, LLP	Engineer of Record:	Steven F. Albert, P.E.

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

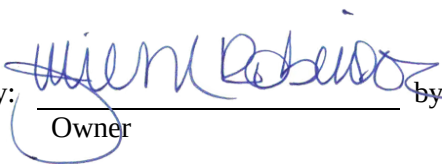
Description: Provide work items for the reconstruction of Hilldale-Bade

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time
<u>\$1,673,381.42</u>	<u>210</u> Calendar Days
Previous Change Orders No.1	Net Change from Previous Change Orders
<u>-\$58,573.14</u>	<u>-56-</u> Calendar Days
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
<u>\$1,614,808.28</u>	<u>-0-</u> Calendar Days
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of this Change Order
<u>\$21,115.00</u>	<u>-0-</u> Calendar Days
Contract Price with all approved Change Orders (Including this Change Order)	Proposed Contract Time with all approved Change Orders (Including this Change Order)
<u>\$1,635,923.28</u>	<u>266</u> Calendar Days

RECOMMENDED:
Binkley & Barfield, Inc.

by: 
Engineer

APPROVED:
City of Spring Valley Village

by: 
Owner

APPROVED:
Triple B Services, LLP

by: 
Contractor

Attachments:

1. Triple B Change Order Request with Backup



CHANGE ORDER REQUEST

DATE: 3-27-2020

18-08021- Hilldale, Bade & Cardwell Paving & Utility Improvements
Owner: City of Spring Valley Village
Engineer of Record: Binkley & Barfield Inc.

To: Tommy V. Cromer, PE
Binkley & Barfield, Inc
1710 Seamist Dr.
Houston, TX 77008

Phone: 713-869-3433

Email: tvc@binkleybarfield.com

From: Maria Vera
Triple B Services, LLP
820 Old Atascocita Road
Huffman, Texas 77336

Phone: 832-465-0354

Email: maria@triplebservices.com

Dear Mr. Cromer,

Triple B Services, L.L.P is respectfully requesting a Change Order to be executed for the items stated below for a total of **+ \$21,115.00** to be added to the contract. The supporting documentation for the approval of the items is attached. If there are any questions, please don't hesitate to contact me. Thank you.

Item No.	PCO Item	Quantity	UM	Unit Price	Total Amount
1	Additional 10" Waterline Offset	1	LS	\$ 4,000.00	\$ 4,000.00
2	Removal of Stabilized Sand On ATT Duct Bank Hilldale	600	LF	\$ 22.50	\$ 13,500.00
3	Trucking And Disposal of Removed Cement Stabilized Sand Hilldale	168	CY	\$ 10.00	\$ 1,680.00
4	Install 8" Drain Line and Type A Inlet To Drain Properly at 1118 Bade Street To Include Setting New Inlet and Connecting It to An Existing Inlet By Laying 8" PVC Pipe	1	LS	\$ 1,935.00	\$ 1,935.00

Total Amount	\$ 21,115.00
---------------------	---------------------

Submitted By:

Maria Vera
Project Manager
Triple B Services, L.L.P

3-27-2020

Date

Approved By:

Date



Triple B Services, L.L.P.

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

Item No. 1-Additional 10" Waterline Offset

Item No.	PCO Item	Quantity	UM	Unit Price	Total Amount
1	Additional 10" Waterline Offset	1	LS	\$ 4,000.00	\$ 4,000.00

- Per the email dated August 30th, 2019 from Binkley & Barfield, the cost for the additional water line offset was approved by the City. However, an official Change Order has not been processed for this item.
- Triple B Services respectfully requests for a Change Order to be processed for this item. This additional item also resulted in additional time to the construction schedule.

Maria Vera

From: Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>
Sent: Friday, August 30, 2019 8:36 AM
To: Fred Mitri, MCE, P.E., PMP; Tommy V. Cromer, PE
Cc: Marty Moore; Chris Burke; keith@projectsurveillance.com
Subject: RE: Hilldale Project - Conflict between proposed Stm and existing abandoned Backup COH Waterline Service on Bade Street

Fred,
The City has approved the \$4,000 cost and one day delay for relocating the water line under the new storm sewer.
Please expedite this work.
Steve

Steve Albert, PE, CFM | Vice President - Infrastructure
Binkley & Barfield, Inc. | TBPE F-257 | 713.869.3433 p | 281.772.5877 c

From: Fred Mitri, MCE, P.E., PMP <fred@triplebservices.com>
Sent: Thursday, August 29, 2019 3:43 PM
To: Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>; Tommy V. Cromer, PE <tvcm@binkleybarfield.com>
Cc: Marty Moore <marty@triplebservices.com>; Chris Burke <chris@triplebservices.com>
Subject: Hilldale Project - Conflict between proposed Stm and existing abandoned Backup COH Waterline Service on Bade Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Steve,

Pursuant to our conversation earlier today,

Please see attached pics and pricing for the proposed solution:

- \$4000.00 added to the contract.
- 1 Day added to the contract.

Please kindly approve asap so no further delays are taking place.

Thank you

Fred Mitri, MCE, P.E., PMP

Senior Project Manager
Triple B Services, LLP
820 Old Atascocita Road
Huffman, TX 77336
P 281.324.3264 ext.128
F 281.324.1304
C 832.465.8416
E fred@triplebservices.com



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Triple B Services, L.L.P.

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

To: Binkley & Barfield, Inc Address: 1710 Seamist Drive Houston, TX 77008 USA	Contact: Phone: Fax:
Project Name: 18-08021 - Hilldale, Bade And Cardwell - 10" WL Offset Project Location:	Bid Number: Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	10" Waterline Offset	1.00	LS	\$4,000.00	\$4,000.00
Total Price for above Items:					\$4,000.00

Total Bid Price: \$4,000.00

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Triple B Services, L.L.P.

Authorized Signature: _____

Estimator:



Triple B Services, L.L.P.

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

Item No. 2- Removal of Stabilized on Hilldale

Item No.	PCO Item	Quantity	UM	Unit Price	Total Amount
2	Removal of Stabilized Sand On ATT Duct Bank Hilldale	600	LF	\$ 22.50	\$ 13,500.00
3	Trucking And Disposal of Removed Cement Stabilized Sand Hilldale	168	CY	\$ 10.00	\$ 1,680.00

- Please see attached supporting documentation for the removal of stabilized sand at the bottom of the existing asphalt on Hilldale Street from STA 2+50-STA 8+50. Triple B Services submitted RFI no. 10 on November 20th, 2019 regarding the need to remove the stabilized sand in order to cut down to the proposed subgrade. Binkley and Barfield requested a price for the additional work. Triple B Services submitted the total cost **\$15,180.00** under a proposal on December 3rd, 2019 along with a request for additional time. This proposal was accepted and was requested to be added to this Change Order Package.



REQUEST FOR INFORMATION

1. PROJECT NO.: Triple B No. 18-08021 2. RFI NO: 10
3. PROJECT NAME: Hilldale, Bade and Cardwell Paving and Utility Improvements
4. CONTRACTOR: Triple B Services, LLP
5. CONTRACT NO: _____
6. SPECIFICATION NOS: N/A
7. DRAWING NOS: _____
8. RESPONSE CODE: ☒ CRITICAL ☐ ROUTINE 9. DATE RESPONSE
REQUIRED: ASAP
10. INFORMATION REQUIRED:

There is an existing duct bank that is backfilled with stabilized sand to the bottom of the existing asphalt from STA 2+50-STA 8+50 on Hilldale ST. In order to cut down to the proposed subgrade elevation, 166.66 CY (600'x3'x2.5') of Stabilized Sand need to be removed. Please see attached picture. It is expected that the issue will continue down Bade St. Please advise how to proceed As Soon As Possible.

11.  Project Manager 11/20/19
CONTRACTOR [Signature] TITLE DATE

Maria Vera
PRINT NAME

12. ENGINEER'S RESPONSE:

13. _____
CONSTRUCTION MANAGER / PROJECT ENGINEER [Signature] TITLE DATE

PRINT NAME

14. **If the Contractor believes the Engineer's Response requires an adjustment in Contract Price or Contract Time, the Contractor shall submit a timely proposal so as not to delay Contractor's Work in accordance with the General Conditions.**



REQUEST FOR INFORMATION



Maria Vera

From: Maria Vera
Sent: Tuesday, December 3, 2019 3:23 PM
To: Tommy V. Cromer, PE; Pat Riley; Steve Albert, PE, CFM
Subject: RE: Hilldale Project RFI No. 10- Existing Duct Bank Covered with CSS
Attachments: Hilldale Stabilized Sand Removal Proposal Rev 1.pdf

Tommy,

I have revisited the quote with the estimator and I have been able to bring this cost down to \$22.50/LF. I have updated the proposal. Please review and let me know your thoughts. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
832-465-0354 | e maria@triplebservices.com



Since 1996

From: Tommy V. Cromer, PE <tvcc@binkleybarfield.com>
Sent: Monday, November 25, 2019 2:32 PM
To: Maria Vera <maria@triplebservices.com>
Cc: Pat Riley <priley@springvalleytx.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>; Chris Burke <chris@triplebservices.com>
Subject: RE: Hilldale Project RFI No. 10- Existing Duct Bank Covered with CSS

Maria,

Thanks for the proposal, can you look at the cost for Removal of CCS again?- \$30 / LF seems high. The cost on previous projects were closer to \$15 - \$20 / LF.

Thanks,

Tommy V. Cromer, PE | *Sr. Project Manager*

Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Maria Vera <maria@triplebservices.com>

Sent: Monday, November 25, 2019 9:09 AM

To: Tommy V. Cromer, PE <tvc@binkleybarfield.com>

Cc: Steve Albert, PE, CFM <SAAlbert@binkleybarfield.com>; Chris Burke <chris@triplebservices.com>; Keith Taylor <keith.taylor@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>; Pat Riley <priley@springvalleytx.com>

Subject: RE: Hilldale Project RFI No. 10- Existing Duct Bank Covered with CSS

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tommy,

Please see attached proposal. Please review and let me know if you have any questions. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336

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



Since 1996

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>

Sent: Wednesday, November 20, 2019 4:17 PM

To: Maria Vera <maria@triplebservices.com>

Cc: Steve Albert, PE, CFM <SAAlbert@binkleybarfield.com>; Chris Burke <chris@triplebservices.com>; Keith Taylor <keith.taylor@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>; Pat Riley <priley@springvalleytx.com>

Subject: RE: Hilldale Project RFI No. 10- Existing Duct Bank Covered with CSS

Maria,

Can you please provide an estimate for this work?

Thanks,

Tommy V. Cromer, PE | *Sr. Project Manager*

Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Maria Vera <maria@triplebservices.com>

Sent: Wednesday, November 20, 2019 2:51 PM

To: Tommy V. Cromer, PE <tvb@binkleybarfield.com>

Cc: Steve Albert, PE, CFM <SAAlbert@binkleybarfield.com>; Chris Burke <chris@triplebservices.com>; Keith Taylor <keith.taylor@triplebservices.com>

Subject: Hilddale Project RFI No. 10- Existing Duct Bank Covered with CSS

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tommy,

Please see attached RFI No. 10. Please review at your earliest convenience and let me know if you have any questions. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336

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



Since 1996



Triple B Services, L.L.P.

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

Tuesday December 3rd, 2019

Tommy Cromer
Sr. Project Manager
Binkley & Barfield, Inc

Triple B No. 18-08021- Stabilized Sand Removal Proposal Rev 1

Dear Mr. Cromer,

Per RFI No. 10- Existing Duct Bank Covered with CSS, please see attached cost for the removal and disposal of the stabilized sand. The total cost for this additional work is \$15,180.00. Additionally, Triple B Services requests 3 additional days to be added to the contract due to the delay created by this additional work.

Item Description	Quantity	UM	Unit Price	Amount
Removal of Stabilized Sand on ATT Duct Bank (600x3x2.5)	600	LF	\$ 22.50	\$ 13,500.00
Trucking And Disposal Of Removed Cement Stabilized Sand	168	CY	\$ 10.00	\$ 1,680.00
Total			\$	15,180.00

Should you have any questions, please don't hesitate to call our offices.

Sincerely,
Triple B Services, L.L.P.

Maria Vera
Project Manager



Triple B Services, L.L.P.

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

Item No. 4- 8" Drain and Type A Inlet at 1118 Bade Street

Item No.	PCO Item	Quantity	UM	Unit Price	Total Amount
4	Install 8" Drain Line and Type A Inlet To Drain Properly at 1118 Bade Street To Include Setting New Inlet and Connecting It to An Existing Inlet By Laying 8" PVC Pipe	1	LS	\$ 1,935.00	\$ 1,935.00

- Please see attached email with the approval for the total amount of \$1,935.00 for this item. The work had to be performed and the amount was approved prior to completion.

Maria Vera

From: Pat Riley <priley@springvalleytx.com>
Sent: Thursday, January 30, 2020 8:51 AM
To: Chris Burke; Tommy V. Cromer, PE
Cc: Maria Vera; Steve Albert, PE, CFM
Subject: RE: Bade St 8" Drainage Pipe

In that case I am good with proceeding with the work. It has to be done.

Sent from my Sprint Samsung Galaxy S10.

Pat Riley
Public Works Director
Office: 713.465.8308
Direct: 832.910.8575
priley@springvalleytx.com
1025 Campbell Road, Houston, TX. 77055-7495

Attention to Public Officials:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.
"God Bless"

----- Original message -----

From: Chris Burke <chris@triplebservices.com>
Date: 1/30/20 8:48 AM (GMT-06:00)
To: "Tommy V. Cromer, PE" <tvc@binkleybarfield.com>
Cc: Maria Vera <maria@triplebservices.com>, Pat Riley <priley@springvalleytx.com>, "Steve Albert, PE, CFM" <SAlbert@binkleybarfield.com>
Subject: Re: Bade St 8" Drainage Pipe

We will have it in the change order I just wanted to get approval so we can go ahead and get it installed and finish the driveways.

Chris Burke | Director of Field Operations | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
P 281.851.4103 | F 281.324.1304 | E chris@triplebservices.com

Since 1996

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>
Sent: Thursday, January 30, 2020 8:47:26 AM
To: Chris Burke <chris@triplebservices.com>
Cc: Maria Vera <maria@triplebservices.com>; Pat Riley <priley@springvalleytx.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>
Subject: RE: Bade St 8" Drainage Pipe

Chris,

If you aren't going to include this in your change order, can you send an RFI for documentation?

Thanks,

Tommy V. Cromer, PE | *Sr. Project Manager*

Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Chris Burke <chris@triplebservices.com>

Sent: Wednesday, January 29, 2020 10:05 AM

To: Pat Riley <priley@springvalleytx.com>

Cc: Maria Vera <maria@triplebservices.com>; Tommy V. Cromer, PE <tvc@binkleybarfield.com>

Subject: Bade St 8" Drainage Pipe

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Pat,

I meant to ask you if we can go ahead and get approval on the price for the 8 inch drain so we do not have to wait on the change order. It's \$1,935.20. We should have the completed CO sent by Friday.

Chris Burke | Director of Field Operations | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
P 281.851.4103 | F 281.324.1304 | E chris@triplebservices.com

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

MEETING DATE: April 28, 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 4 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND TRIPLE B SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	As explained in the Consent Agenda Item ratifying the City Administrator's execution of Change Order Number 3 for the Hilldale, Bade & Cardwell Paving and Utility Improvements Project ("Project"), the City and Binkley & Barfield have been working to resolve the outstanding issues and expenses on the Project in order to get it completed. During a virtual meeting between the City, Binkley & Barfield, and Triple B Services on March 26, 2020, the City Administrator requested that Triple B Services submit separate change orders for the following work so we could begin to unravel and resolve the different items at issue: (1) Work that was necessary, completed and approved by the City [the work from September of 2019](Resolved by execution of Change Order Number 3); (2) Work that was necessary but not in the original bid items or scope and has been completed and approved by the City; and (3) New requested work that was not in the original bid items or scope and not previously approved by the City. Change Order Number 4 represents the resolution of the second outstanding issue listed above. The work included: • Installation of two 6" cast iron drainage connections for a 6" curb at 1 Martin Lane. The curb connection is required by City ordinance. • Installation of additional radius on each side of the
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ACTIONS TAKEN

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

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

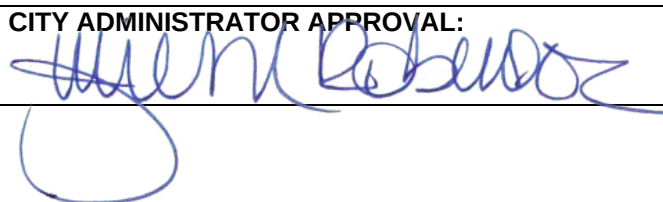
	driveway at 9222 Hilldale Street. In this location, the driveway was installed according to the plans but not as the original driveway existed prior to the construction. This work replaced the driveway to its original width. - Cut and replace concrete curb at multiple locations due to 2" PVC pipe installed through 4" curb. Installing a 2" PVC pipe through a 4" curb compromises the curb and pavement. City requested that drainage pipes not be installed through four-inch curbs. - Installation of "emitters" due to request of not installing drainage through curb. Change Order Number 4 provides for a net increase in the revised Contract Price of \$14,149.48 and represents payment for work that was necessary, completed and approved by the City. If Change Order Number 4 is approved, the Project remains under the Original Contract Price by \$23,308.66. NOTE: The City Administrator did not execute Change Order Number 4 due to the timing of its submission to the City and our ability to place it on the Council's agenda in a timely manner.
--	--

RECOMMENDATION:	Binkley & Barfield Engineers and Staff recommend approval of the Resolution.
------------------------	--

ATTACHMENTS:	Resolution No. 20-XX
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Pat Riley, Director of Public Works	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 4 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND TRIPLE B SERVICES FOR THE HILDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2018-08-101); 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 4 to the Agreement by and between the City Of Spring Valley Village, Texas, and Triple B Services for the Hildale, Bade & Cardwell Paving And Utility Improvements Project (CSB #2018-08-101) ("Change Order Number 4"), 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 4 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 4 and any and all documents necessary to effectuate such Change Order Number 4 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 4, 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 4 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 4 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 4.

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

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



April 20, 2020

Julie M. Robinson, ICMA-CM
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

RE: Change Order No. 4
18-08021: Hildale, Bade, and Cardwell Paving and Utility Improvements
BBI Job No. 170000241

Dear Ms. Robinson:

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

1. Triple B Services, L.L.P. – Change Order No. 4

The amount of Change Order No. 3 is \$14,149.48

Binkley & Barfield, Inc. has reviewed this change order 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

CHANGE ORDER NO. 4

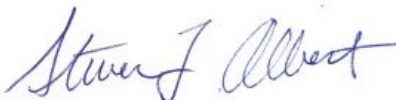
Project:	Hilldale-Bade Paving and Utility Improvements Project	Date:	April 20, 2020
Owner:	City of Spring Valley Village 1025 Campbell Road Houston, Texas 77055	Engineer:	Binkley & Barfield, Inc. 1710 Seamist Dr. Houston, Texas 77008
Contractor:	Triple B Services, LLP	Engineer of Record:	Steven F. Albert, P.E.

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

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

CHANGE IN CONTRACT PRICE Original Contract Price <u>\$1,673,381.42</u>	CHANGE IN CONTRACT TIME Original Contract Time <u>210</u> Calendar Days
Previous Change Orders No.1 & 3 (CO 2 omitted) <u>-\$37,458.14</u>	Net Change from Previous Change Orders <u>-56-</u> Calendar Days
Contract Price Prior to this Change Order <u>\$1,635,923.28</u>	Contract Time Prior to this Change Order <u>-0-</u> Calendar Days
Net Increase (Decrease) of this Change Order <u>\$14,149.48.00</u>	Net Increase (Decrease) of this Change Order <u>-0-</u> Calendar Days
Contract Price with all approved Change Orders (Including this Change Order) <u>\$1,650,072.76</u>	Proposed Contract Time with all approved Change Orders (Including this Change Order) <u>266</u> Calendar Days

RECOMMENDED:
Binkley & Barfield, Inc.



by: _____
Engineer

APPROVED:
City of Spring Valley Village

by: _____
Owner

APPROVED:
Triple B Services, LLP



by: _____
Contractor

Attachments:

1. Triple B Change Order Request with Backup



CHANGE ORDER REQUEST

DATE: 04/03/2020

18-08021- Hilldale, Bade & Cardwell Paving & Utility Improvements
Owner: City of Spring Valley Village
Engineer of Record: Binkley & Barfield Inc.

To: Tommy V. Cromer, PE
Binkley & Barfield, Inc
1710 Seamist Dr.
Houston, TX 77008

Phone: 713-869-3433

Email: tvb@binkleybarfield.com

From: Maria Vera
Triple B Services, LLP
820 Old Atascocita Road
Huffman, Texas 77336

Phone: 832-465-0354

Email: maria@triplebservices.com

Dear Mr. Cromer,

Triple B Services, L.L.P is respectfully requesting a Change Order to be executed for the items stated below for a total of + **\$14,149.48** to be added to the contract. The supporting documentation for the approval of the items is attached. If there are any questions, please don't hesitate to contact me.

Item No.	PCO Item	Quantity	UM	Unit Price	Amount
1	Install Radius On Each Side of Driveway Just Aprons Not Removal	16	SY	\$ 269.55	\$ 4,312.80
2	Cut Remove Concrete Curb Due to the Need of Removing th Drain Lines Which Are Running Thru The Curb At This Time and The Replacement of the Curb with New Curb. Each Location is to be Replaced from Joint to Joint (+/-20 LF EA)	120	LF	\$ 41.87	\$ 5,024.40
3	Install 6-Inch Curb Drains With the R-3262 Curb Casting	2	EA	\$ 376.27	\$ 752.54
4	Install Slope Paving Around JB II-1 and II-2 4" Thick	6	SY	\$ 472.61	\$ 2,835.66
5	Remove Curb Drain and Install Drain Emitter	4	EA	\$ 306.02	\$ 1,224.08

Total \$ 14,149.48

- Triple B Services Received a checklist with additional items that were being requested to be completed on January 12th, 2019.
- The attached revised sheet 15 was issued which included proposed concrete paving on JB 'II-2' and JB 'II-1', therefore Triple B Services is requesting Compensation for this additional item.

Submitted By:

Maria Vera
Project Manager
Triple B Services, L.L.P

04/03/2020

Date

Approved By:

Date

Since 1996

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>

Sent: Thursday, January 9, 2020 15:00

To: Chris Burke

Cc: Steve Albert, PE, CFM; Keith Elkins; Pat Riley

Subject: Hilldale-Bade Curb Drains

Chris,

I met with Pat in the field this morning and the City has the following requests:

- Wherever there is an outfall pipe where a 6" curb is proposed, use the R-3262-3 curb casting (see attached detail).
- Wherever there is an outfall pipe where a 4" roll-up curb is proposed, use the pop-up drain emitter shown in the attached detail.
- Replace the PVC pipe that was already installed along Hilldale with a pop-up emitter and then repair the curb.

Please make sure the foreman knows about these requests.

As far as the AT&T box in conflict at the corner of Hilldale / Bade, AT&T is planning on adjusting the box in mid to late January (see attached email from December). I will let everybody know when I receive a final schedule.

Thanks for your help.



Tommy V. Cromer, PE

Sr. Project Manager

A 1710 Seamist Drive, Houston, Texas 77008

P 713.869.3433 **x** 1304 **C** 281.794.1996

TxEng F-257 | BinkleyBarfield.com |    

AUSTIN | COLLEGE STATION | CORPUS CHRISTI | HOUSTON | RICHARDSON | ROUND ROCK | SAN ANTONIO

This e-mail, including attachments, may include confidential information and may be used only by the person or entity to which it is addressed. If the reader of this e-mail is intended recipient, the reader is hereby notified that any dissemination, distribution or copying of this e-mail is prohibited. If you have received this e-mail in error, please notify the sender by replying to this message and delete this e-mail immediately.

Maria Vera

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>
Sent: Sunday, January 12, 2020 9:24 AM
To: Chris Burke
Cc: Maria Vera; Steve Albert, PE, CFM; Keith Elkins
Subject: FW: Check list
Attachments: Check list 1102020.pdf

Chris,

Attached is a checklist from the City listing issues that need to be addressed. Let me know if you have any questions.

Thanks,

Tommy V. Cromer, PE | Sr. Project Manager
Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Pat Riley <priley@springvalleytx.com>
Sent: Friday, January 10, 2020 12:50 PM
To: Tommy V. Cromer, PE <tvc@binkleybarfield.com>
Cc: Keith Elkins <keith@projectsurveillance.com>
Subject: Check list

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Tommy,

Attached is a check list to give to the contractor so they can address the issues. Please feel free to forward to the contractor. If you have any questions, please contact me.

Have a great weekend!



Pat Riley
Public Works Director
Office: 713-465-8308
Direct: 832-910-8575
priley@springvalleytx.com
1025 Campbell Road, Houston, TX. 77055-7495

ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.
"God Bless"

Maria Vera

From: Maria Vera
Sent: Wednesday, February 26, 2020 5:15 PM
To: Tommy V. Cromer, PE; Steve Albert, PE, CFM
Cc: Chris Burke; Keith Elkins; Pat Riley
Subject: RE: Hilldale Change Order and Time Extension Request

Good afternoon Tommy,

Just wanted to follow to check on the discussion about the Change order. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
832-465-0354 | e maria@triplebservices.com



Since 1996

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>
Sent: Wednesday, February 19, 2020 1:30 PM
To: Maria Vera <maria@triplebservices.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>
Cc: Chris Burke <chris@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>; Pat Riley <priley@springvalleytx.com>
Subject: RE: Hilldale Change Order and Time Extension Request

Maria,

We are having a meeting with Pat on Monday to discuss. I will let you know.

Thanks,

Tommy V. Cromer, PE | Sr. Project Manager
Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Maria Vera <maria@triplebservices.com>
Sent: Wednesday, February 19, 2020 1:28 PM
To: Tommy V. Cromer, PE <tvc@binkleybarfield.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>
Cc: Chris Burke <chris@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>
Subject: RE: Hilldale Change Order and Time Extension Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tommy,

Just wanted to follow up on when we might expect a response for the request? Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
832-465-0354 | e maria@TripleBServices.com



Since 1996

From: Maria Vera

Sent: Wednesday, February 12, 2020 3:38 PM

To: Tommy V. Cromer, PE <tvc@binkleybarfield.com>; Steve Albert, PE, CFM <SAAlbert@binkleybarfield.com>

Cc: Chris Burke <chris@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>

Subject: RE: Hilldale Change Order and Time Extension Request

Tommy,

After your approval on the delay time.

Also, I know you have a lot of information to review but would you please let me know at your earliest convenience if you approve the price to perform the additional work for the checklist item list we got. They start at Item no. 11-17, item 15 was approved previously for completion by Pat in a previous email but we need approval for the rest of the items as soon as possible. The crew is now ready to complete the drains emitters work, please let me know if you are okay with this pricing so we can release the crew to finish all of this additional work as soon as possible.. Thank you.

Regards,

Maria Vera | Project Manager | Triple B Services, LLP | 820 Old Atascocita Road Huffman, Tx 77336
832-465-0354 | e maria@triplebservices.com



Since 1996

From: Tommy V. Cromer, PE <tvc@binkleybarfield.com>
Sent: Wednesday, February 12, 2020 2:23 PM
To: Maria Vera <maria@triplebservices.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>
Cc: Chris Burke <chris@triplebservices.com>; Keith Elkins <keith@projectsurveillance.com>
Subject: RE: Hilldale Change Order and Time Extension Request

When were you planning on including rain days?

Tommy V. Cromer, PE | *Sr. Project Manager*
Binkley & Barfield, Inc. | TxEng F-257 | 713.869.3433 x 1304 p | 281.794.1996 c

From: Maria Vera <maria@triplebservices.com>
Sent: Wednesday, February 12, 2020 12:52 PM
To: Tommy V. Cromer, PE <tvc@binkleybarfield.com>; Steve Albert, PE, CFM <SAlbert@binkleybarfield.com>



Item No. 1

Contractor: Triple B Services, L.L.P.
Project: 18-08021-Hilldale, Bade & Cardwell Paving & Utility Improvements
Description: Install Radius On Each Side of Driveway Just Aprons Not Removal

Labor				Total	
Item No.	Description	Quantity	Unit	Price	Amount
	Foreman	8.5	HR	\$	38.75 \$ 329.38
	Leadman	8.5	HR	\$	25.00 \$ 212.50
	Backhoe Operator	8.5	HR	\$	20.00 \$ 170.00
	Carpenter	8.5	HR	\$	18.00 \$ 153.00
	Carpenter	8.5	HR	\$	18.00 \$ 153.00
	Form Setter	8.5	HR	\$	15.00 \$ 127.50
	Form Setter	8.5	HR	\$	15.00 \$ 127.50
	Laborer	8.5	HR	\$	13.50 \$ 114.75
	Laborer	8.5	HR	\$	13.50 \$ 114.75
	Laborer	8.5	HR	\$	13.50 \$ 114.75
	Laborer	8.5	HR	\$	13.50 \$ 114.75
	Subtotal				\$ 1,731.88
	x 1.55% Burden				\$ 2,684.41
	x 1.15% Profit				\$ 3,087.07
	x 1.01% Bond Cost =				\$ 3,117.94
	Grand Total				\$ 3,117.94

Equipment				Total	
Item No.	Description	Quantity	Unit	Price	Amount
	Foreman Truck	8.5	HR	\$	10.00 \$ 85.00
	RTH	8.5	HR	\$	25.00 \$ 212.50
	Tamper	8.5	HR	\$	9.00 \$ 76.50
	SML GEN	8.5	HR	\$	21.29 \$ 180.97
	Air Compressor	8.5	HR	\$	23.76 \$ 201.96
	Subtotal				\$ 756.93
	x 1.15% Mark Up				\$ 870.46
	x 1.01% Bond Cost =				\$ 879.17
	Grand Total				\$ 879.17

Materials				Total	
Item No.	Description	Quantity	Unit	Price	Amount
	Paving Rebar	72.2	LB	\$	0.45 \$ 32.49
	Paving Chairs	17.6	EA	\$	0.05 \$ 0.88
	Pavin Concrete	2.33	CY	\$	96.00 \$ 223.68
	Paving Fuel Surcharge For Concrete	2.33	CY	\$	2.50 \$ 5.83
	Paving Enivironmental Fee	2.33	CY	\$	1.50 \$ 3.50
	Paving Evapre Additve	0.24	GAL	\$	15.00 \$ 3.60
	Paving City White Curing Compound	0.8	GAL	\$	2.25 \$ 1.80
	Paving Water	0.14	GAL	\$	0.01 \$ 0.00
	Subtotal				\$ 271.77
	x 1.15% Mark Up				\$ 312.54
	x 1.01% Bond Cost =				\$ 315.66

Grand Total \$ 4,312.77



Contractor: Triple B Services, L.L.P.
Project: 18-08021-Hilldale, Bade & Cardwell Paving & Utility Improvements
Cut Remove Concrete Curb Due to the Need of Removing th Drain Lines
Which Are Running Thru The Curb At This Time and The Replacement
of the Curb with New Curb. Each Location is to be Replaced from Joint to
Description: Joint (+/-20 LF EA)

Labor Item No.	Description	Quantity	Unit	Unit Price	Total Amount	
	Foreman	9.5	HR	\$	38.75	\$ 368.13
	Leadman	9.5	HR	\$	25.00	\$ 237.50
	Backhoe Operator	9.5	HR	\$	20.00	\$ 190.00
	Carpenter	9.5	HR	\$	18.00	\$ 171.00
	Carpenter	9.5	HR	\$	18.00	\$ 171.00
	Form Setter	9.5	HR	\$	15.00	\$ 142.50
	Form Setter	9.5	HR	\$	15.00	\$ 142.50
	Laborer	9.5	HR	\$	13.50	\$ 128.25
	Laborer	9.5	HR	\$	13.50	\$ 128.25
	Laborer	9.5	HR	\$	13.50	\$ 128.25
	Laborer	9.5	HR	\$	13.50	\$ 128.25
	Subtotal				\$	1,935.63
	x 1.55% Burden				\$	3,000.22
	x 1.15% Profit				\$	3,450.25
	x 1.01% Bond Cost =				\$	3,484.75
Grand Total					\$	3,484.75

Equipment Item No.	Description	Quantity	Unit	Unit Price	Total Amount	
	Foreman Truck	9.5	HR	\$	10.00	\$ 95.00
	RTH	9.5	HR	\$	25.00	\$ 237.50
	Tamper	9.5	HR	\$	9.00	\$ 85.50
	SML GEN	9.5	HR	\$	21.29	\$ 202.26
	Air Compressor	9.5	HR	\$	23.76	\$ 225.72
	Subtotal				\$	845.98
	x 1.15% Mark Up				\$	972.87
	x 1.01% Bond Cost =				\$	982.60
Grand Total					\$	982.60

Subcontractor Item No.	Description	Quantity	Unit	Unit Price	Total Amount	
	Trucking	4	HR	\$	120.00	\$ 480.00
	Subtotal				\$	480.00
	x 1.15% Mark Up				\$	552.00
	x 1.01% Bond Cost =				\$	557.52

Total \$ **5,024.87**

**Contractor:** Triple B Services, L.L.P.**Project:** 18-08021-Hilldale, Bade & Cardwell Paving & Utility Improvements**Description:** Install 6-Inch Curb Drains With the R-3262 Curb Casting

=====					
Labor				Unit	Total
Item No.	Description	Quantity	Unit	Price	Amount
=====					
	Foreman	1.5	HR	\$ 38.75	\$ 58.13
	Leadman	1.5	HR	\$ 25.00	\$ 37.50
	Backhoe Operator	1.5	HR	\$ 20.00	\$ 30.00
	Carpenter	1.5	HR	\$ 18.00	\$ 27.00
	Carpenter	1.5	HR	\$ 18.00	\$ 27.00
	Form Setter	1.5	HR	\$ 15.00	\$ 22.50
	Form Setter	1.5	HR	\$ 15.00	\$ 22.50
	Laborer	1.5	HR	\$ 13.50	\$ 20.25
	Laborer	1.5	HR	\$ 13.50	\$ 20.25
	Laborer	1.5	HR	\$ 13.50	\$ 20.25
	Laborer	1.5	HR	\$ 13.50	\$ 20.25
	Subtotal				\$ 305.63
	x 1.55% Burden				\$ 473.72
	x 1.15% Profit				\$ 544.78
	x 1.01% Bond Cost =				\$ 550.22
				Grand To	\$ 550.22

=====					
Equipment				Unit	Total
Item No.	Description	Quantity	Unit	Price	Amount
=====					
	Foreman Truck	1.5	HR	\$ 10.00	\$ 15.00
	RTH	1.5	HR	\$ 25.00	\$ 37.50
	Tamper	1.5	HR	\$ 9.00	\$ 13.50
	SML GEN	1.5	HR	\$ 21.29	\$ 31.94
	Air Compressor	1.5	HR	\$ 23.76	\$ 35.64
					\$ -
	Subtotal				\$ 133.58
	x 1.15% Mark Up				\$ 153.61
	x 1.01% Bond Cost =				\$ 155.15
				Grand To	\$ 155.15

=====					
Materials				Unit	Total
Item No.	Description	Quantity	Unit	Price	Amount
=====					
	Paving Rebar	90.24	LB	\$ 0.45	\$ 40.61
	Storm Curb R-3262-3 Curb Castings	2	EA	\$ 129.58	\$ 259.16
	Water Schedule 40 Pipe- 6"	20	LF	\$ 3.25	\$ 65.00
	Subtotal				\$ 40.61
	x 1.15% Mark Up				\$ 46.70
	x 1.01% Bond Cost =				\$ 47.17
				Total	\$ 752.54

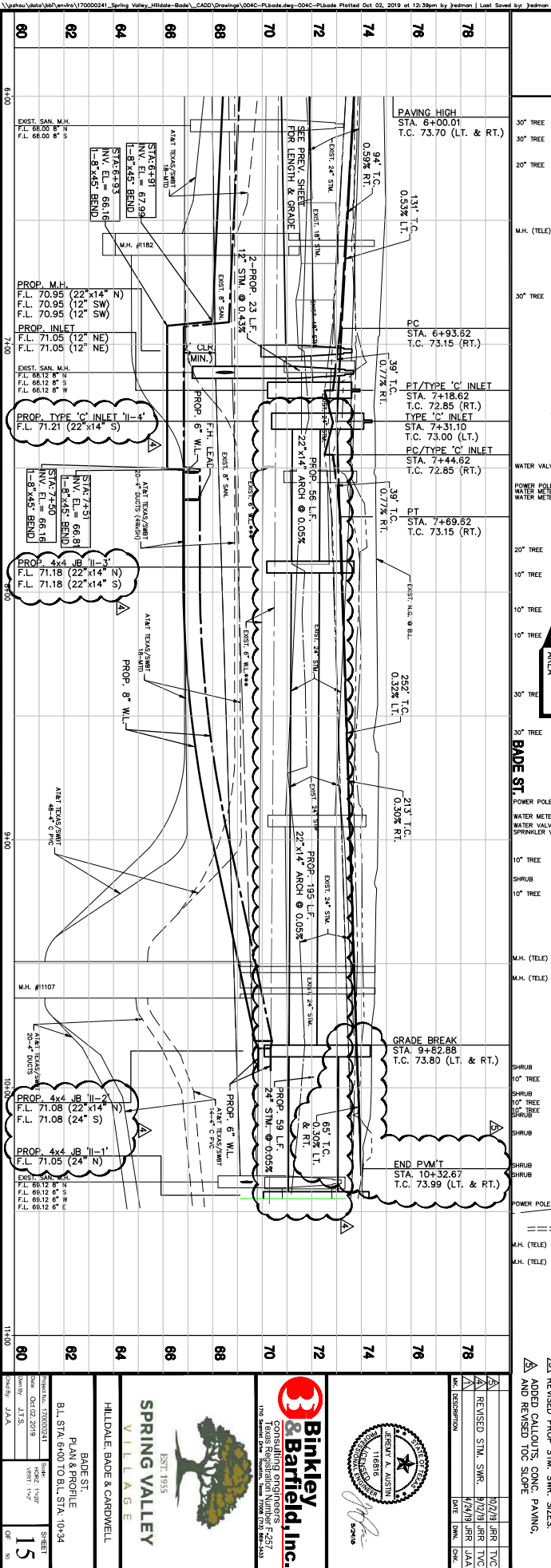
**Contractor:** Triple B Services, L.L.P.**Project:** 18-08021-Hilldale, Bade & Cardwell Paving & Utility Improvements**Description:** Install Slope Paving Around JB II-1 and II-2 4" Thick

=====					
Labor Item No.	Description	Quantity	Unit	Unit Price	Total Amount
=====					
	Foreman	6	HR	\$ 38.75	\$ 232.50
	Leadman	6	HR	\$ 25.00	\$ 150.00
	Backhoe Operator	6	HR	\$ 20.00	\$ 120.00
	Carpenter	6	HR	\$ 18.00	\$ 108.00
	Carpenter	6	HR	\$ 18.00	\$ 108.00
	Form Setter	6	HR	\$ 15.00	\$ 90.00
	Form Setter	6	HR	\$ 15.00	\$ 90.00
	Laborer	6	HR	\$ 13.50	\$ 81.00
	Laborer	6	HR	\$ 13.50	\$ 81.00
	Laborer	6	HR	\$ 13.50	\$ 81.00
	Laborer	6	HR	\$ 13.50	\$ 81.00
	Subtotal				\$ 1,222.50
	x 1.55% Burden				\$ 1,894.88
	x 1.15% Profit				\$ 2,179.11
	x 1.01% Bond Cost =				\$ 2,200.90
				Grand To	\$ 2,200.90

=====					
Equipment Item No.	Description	Quantity	Unit	Unit Price	Total Amount
=====					
	Foreman Truck	6	HR	\$ 10.00	\$ 60.00
	RTH	6	HR	\$ 25.00	\$ 150.00
	Tamper	6	HR	\$ 9.00	\$ 54.00
	SML GEN	6	HR	\$ 21.29	\$ 127.74
	Air Compressor	6	HR	\$ 23.76	\$ 142.56
					\$ -
	Subtotal				\$ 534.30
	x 1.15% Mark Up				\$ 614.45
	x 1.01% Bond Cost =				\$ 620.59
				Grand To	\$ 620.59

=====					
Materials Item No.	Description	Quantity	Unit	Unit Price	Total Amount
=====					
	Paving Rebar	27.08	LB	\$ 0.45	\$ 12.19
	Paving Header Smooth Redwood-5"	20	LF	\$ 1.75	\$ 35.00
	Paving Chairs	6.6	EA	\$ 0.05	\$ 0.33
	Subtotal				\$ 12.19
	x 1.15% Mark Up				\$ 14.01
	x 1.01% Bond Cost =				\$ 14.15

Total \$ 2,835.64





Contractor: Triple B Services, L.L.P.
Project: 18-08021-Hilldale, Bade & Cardwell Paving & Utility Improvements
Description: Remove Curb Drain and Install Drain Emitter

Labor Item No.	Description	Quantity	Unit	Unit Price	Total Amount		
	Foreman	2.5	HR	\$	38.75	\$	96.88
	Leadman	2.5	HR	\$	25.00	\$	62.50
	Backhoe Operator	2.5	HR	\$	20.00	\$	50.00
	Carpenter	2.5	HR	\$	18.00	\$	45.00
	Carpenter	2.5	HR	\$	18.00	\$	45.00
	Form Setter	2.5	HR	\$	15.00	\$	37.50
	Form Setter	2.5	HR	\$	15.00	\$	37.50
	Laborer	2.5	HR	\$	13.50	\$	33.75
	Laborer	2.5	HR	\$	13.50	\$	33.75
	Laborer	2.5	HR	\$	13.50	\$	33.75
	Laborer	2.5	HR	\$	13.50	\$	33.75
	Subtotal					\$	509.38
	x 1.55% Burden					\$	789.53
	x 1.15% Profit					\$	907.96
	x 1.01% Bond Cost =					\$	917.04
				Grand Total		\$	917.04

Equipment Item No.	Description	Quantity	Unit	Unit Price	Total Amount	
=====						
	Foreman Truck	2.5	HR	\$	10.00	\$ 25.00
	RTH	2.5	HR	\$	25.00	\$ 62.50
	Tamper	2.5	HR	\$	9.00	\$ 22.50
	SML GEN	2.5	HR	\$	21.29	\$ 53.23
	Air Compressor	2.5	HR	\$	23.76	\$ 59.40
						\$ -
	Subtotal					\$ 222.63
	x 1.15% Mark Up					\$ 256.02
	x 1.01% Bond Cost =					\$ 258.58

Materials Item No.	Description	Quantity	Unit	Unit Price	Total Amount	
=====						
	4 PU DRG EMITTERS GRN	4	EA	\$	10.43	\$ 41.72
	Subtotal					\$ 41.72
	x 1.15% Mark Up					\$ 47.98
	x 1.01% Bond Cost =					\$ 48.46
	</					

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

MEETING DATE: April 28, 2020

TOPIC:	Ordinance Number 2020-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
BACKGROUND:	On March 31, 2020, the City of Houston notified the City of Spring Valley Village by email that both the surface water and wastewater rates paid by the City would be increasing by 3.5% as of April 1, 2020. A copy of the City of Houston's notice to the City is provided with this agenda item. Please note that the letter from the City of Houston that was attached to the email is dated February 25, 2020; however, the City has not received a hard copy of the letter. The only notice was by email. The proposed Ordinance would increase the City's water rates by 3.5% to recoup the increased charges from the City of Houston. If approved, the new water rates would be effective May 1, 2020.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	- Ordinance Number 2020-XX - Copy of Email Dated March 31, 2020 from City of Houston Notifying Spring Valley Village of Water and Wastewater Rate Increases
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# _____ ☒ Additional Revenue will be added to Revenue Acct# <u>20-01-5260</u>
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Michelle Yi, City Treasurer	

ACTIONS TAKEN

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

ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

* * * * *

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

Section 1. The Code of Ordinances of the City of Spring Valley Village, Texas, is hereby amended by deleting all of Section 6.003 from Appendix "A" thereof, said Appendix "A" being a "Schedule of Fees for the City of Spring Valley Village, Texas, and substituting therefor a new Section 6.003 to provide as follows:

6.003 Water Rates. Fees and charges for the provision of potable water, based on monthly usage, shall be as follows:

(1) **Residential Water:**

(1.1) First Meter: Residential

Inside City Rates

Base Fee	\$ 24.96 for 0-3,000 gal
----------	--------------------------

Plus

3,001-10,000 gal	\$ 4.81 per 1,000 gal
10,001-15,000 gal	\$ 4.92 per 1,000 gal
15,001-20,000 gal	\$ 5.05 per 1,000 gal
20,001-30,000 gal	\$ 5.17 per 1,000 gal
30,001-40,000 gal	\$ 5.28 per 1,000 gal
40,001-50,000 gal	\$ 5.40 per 1,000 gal
50,001-60,000 gal	\$ 5.52 per 1,000 gal
60,001-70,000 gal	\$ 5.96 per 1,000 gal
70,001 and over	\$ 7.14 per 1,000 gal

Outside City Rates

Base Fee	\$ 49.92 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 9.63 per 1,000 gal
10,001-15,000 gal	\$ 9.84 per 1,000 gal
15,001-20,000 gal	\$ 10.11 per 1,000 gal
20,001-30,000 gal	\$ 10.35 per 1,000 gal
30,001-40,000 gal	\$ 10.57 per 1,000 gal
40,001-50,000 gal	\$ 10.81 per 1,000 gal
50,001-60,000 gal	\$ 11.05 per 1,000 gal
60,001-70,000 gal	\$ 11.92 per 1,000 gal
70,001 and over	\$ 14.28 per 1,000 gal

(1.2) Second Meter: Residential Irrigation

Inside City Rates

0-10,000 gal	\$ 4.81 per 1,000 gal
10,001-15,000 gal	\$ 4.92 per 1,000 gal
15,001-20,000 gal	\$ 5.05 per 1,000 gal
20,001-30,000 gal	\$ 5.17 per 1,000 gal
30,001-40,000 gal	\$ 5.28 per 1,000 gal
40,001-50,000 gal	\$ 5.40 per 1,000 gal
50,001-60,000 gal	\$ 5.52 per 1,000 gal
60,001-70,000 gal	\$ 5.96 per 1,000 gal
70,001 and over	\$ 7.14 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 9.63 per 1,000 gal
10,001-15,000 gal	\$ 9.84 per 1,000 gal
15,001-20,000 gal	\$ 10.11 per 1,000 gal
20,001-30,000 gal	\$ 10.35 per 1,000 gal
30,001-40,000 gal	\$ 10.57 per 1,000 gal
40,001-50,000 gal	\$ 10.81 per 1,000 gal
50,001-60,000 gal	\$ 11.05 per 1,000 gal
60,001-70,000 gal	\$ 11.92 per 1,000 gal
70,001 and over	\$ 14.28 per 1,000 gal

(1.3) Minimum Residential Bill: \$24.96 (inside city limits)
\$49.92 (outside city limits)
(single charge applicable whether one or two meters)

(1.4) Out of City Users: Two hundred (200) percent of the rate

(2) Master Metered Residential Communities:

(2.1) First Meter(s): Master Metered Communities

Inside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 31.13
1' meter	\$ 43.11
1.5" meter	\$ 59.86
2" meter	\$ 83.80
3" meter	\$ 116.14
4" meter	\$ 160.43
6" meter	\$ 221.49
8" meter	\$ 305.30

Outside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 62.26
1' meter	\$ 86.21
1.5" meter	\$ 119.72
2" meter	\$ 167.61
3" meter	\$ 232.27
4" meter	\$ 320.87
6" meter	\$ 442.98
8" meter	\$ 610.61

Plus

All Consumption	\$ 5.56 per 1,000 gal
-----------------	-----------------------

Plus

All Consumption	\$ 11.11 per 1,000 gal
-----------------	------------------------

(2.2) Second Meter: Irrigation

Inside City Rates

0-10,000 gal	\$ 4.81 per 1,000 gal
10,001-15,000 gal	\$ 4.92 per 1,000 gal
15,001-20,000 gal	\$ 5.05 per 1,000 gal
20,001-30,000 gal	\$ 5.17 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 9.63 per 1,000 gal
10,001-15,000 gal	\$ 9.84 per 1,000 gal
15,001-20,000 gal	\$ 10.11 per 1,000 gal
20,001-30,000 gal	\$ 10.35 per 1,000 gal

30,001-40,000 gal	\$ 5.28 per 1,000 gal
40,001-50,000 gal	\$ 5.40 per 1,000 gal
50,001-60,000 gal	\$ 5.52 per 1,000 gal
60,001-70,000 gal	\$ 5.96 per 1,000 gal
70,001 and over	\$ 7.14 per 1,000 gal

30,001-40,000 gal	\$ 10.57 per 1,000 gal
40,001-50,000 gal	\$ 10.81 per 1,000 gal
50,001-60,000 gal	\$ 11.05 per 1,000 gal
60,001-70,000 gal	\$ 11.92 per 1,000 gal
70,001 and over	\$ 14.28 per 1,000 gal

(2.3) Minimum Master Metered Community Bill: Based on meter(s) size(s) plus any consumption

(2.4) Out of City Users: Two hundred (200) percent of the rate

(3) **Commercial Water:**

- Includes Apartments

(3.1) First Meter: Commercial Properties

Inside City Rates

Base Fee	\$ 43.21 for 0-3,000 gal
----------	--------------------------

Plus

3,001-10,000 gal	\$ 10.22 per 1,000 gal
10,001-15,000 gal	\$ 10.33 per 1,000 gal
15,001-20,000 gal	\$ 10.46 per 1,000 gal
20,001-30,000 gal	\$ 10.57 per 1,000 gal
30,001-40,000 gal	\$ 10.69 per 1,000 gal
40,001-50,000 gal	\$ 10.82 per 1,000 gal
50,001-60,000 gal	\$ 10.93 per 1,000 gal
60,001-70,000 gal	\$ 11.04 per 1,000 gal
70,001 and over	\$ 11.17 per 1,000 gal

Outside City Rates

Base Fee	\$ 86.43 for 0-3,000 gal
----------	--------------------------

Plus

3,001-10,000 gal	\$ 20.43 per 1,000 gal
10,001-15,000 gal	\$ 20.65 per 1,000 gal
15,001-20,000 gal	\$ 20.91 per 1,000 gal
20,001-30,000 gal	\$ 21.13 per 1,000 gal
30,001-40,000 gal	\$ 21.37 per 1,000 gal
40,001-50,000 gal	\$ 21.63 per 1,000 gal
50,001-60,000 gal	\$ 21.85 per 1,000 gal
60,001-70,000 gal	\$ 22.07 per 1,000 gal
70,001 and over	\$ 22.33 per 1,000 gal

(3.2) Second Meter: Commercial Irrigation

Inside City Rates

0-10,000 gal	\$ 10.22 per 1,000 gal
10,001-15,000 gal	\$ 10.33 per 1,000 gal
15,001-20,000 gal	\$ 10.46 per 1,000 gal
20,001-30,000 gal	\$ 10.57 per 1,000 gal
30,001-40,000 gal	\$ 10.69 per 1,000 gal
40,001-50,000 gal	\$ 10.82 per 1,000 gal
50,001-60,000 gal	\$ 10.93 per 1,000 gal
60,001-70,000 gal	\$ 11.04 per 1,000 gal
70,001 and over	\$ 11.17 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 20.43 per 1,000 gal
10,001-15,000 gal	\$ 20.65 per 1,000 gal
15,001-20,000 gal	\$ 20.91 per 1,000 gal
20,001-30,000 gal	\$ 21.13 per 1,000 gal
30,001-40,000 gal	\$ 21.37 per 1,000 gal
40,001-50,000 gal	\$ 21.63 per 1,000 gal
50,001-60,000 gal	\$ 21.85 per 1,000 gal
60,001-70,000 gal	\$ 22.07 per 1,000 gal
70,001 and over	\$ 22.33 per 1,000 gal

(3.3) Minimum Commercial Bill: \$43.21 (inside city limits)
\$86.43 (outside city limits)
(single charge applicable whether one or two meters)

(3.4) Out of City Users: Two hundred (200) percent of the rate

Section 2. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. Beginning with the month of **May 2020**, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village water system.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance, or the "Schedule of Fees for the City of Spring Valley Village, Texas" adopted hereby, or the application of same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance or said schedule of fees as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED, APPROVED, AND ADOPTED this ____day of April, 2020.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE



February 25, 2020

Dear Customer:

City of Houston Ordinance 2010-305 approves an automatic annual rate adjustment effective April 1st each year. The water and wastewater rate adjustment for 2020 is 3.5%. This rate adjustment is based on the 2019 Houston Regional Consumer Price Index of 2.2% plus the City of Houston population increase of 1.3% according to the United States Census Bureau.

This annual rate adjustment helps cover the cost increase to provide safe, clean drinking water and the collection and treatment of wastewater. The bill you receive in April may reflect a proration between the previous and the new rate. The May bill will reflect a full month of the new rate.

New rate tables will be posted on April 1, 2020 to www.HoustonWater.org. The website also features the ability for customers to sign up for ebills, automatic payments, and tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions please call 713-371-1400.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherri L. Winslow".

Sherri L. Winslow, P.E.

Director

Customer Account Services



25 de Febrero 2020

Estimado Cliente:

La Ordenanza 2010-305 de la Ciudad de Houston aprueba un ajuste automático anual de tarifas a partir del 1 de abril de cada año. El ajuste de agua y aguas residuales para 2020 es 3.5%. Este ajuste está basado en una combinación del Índice de Precios al Consumidor para la región de Houston en el 2019 de 2.2% más el aumento de la población de la ciudad de Houston de 1.3% según la Oficina del Censo de los Estados Unidos.

Este ajuste anual ayuda a cubrir el aumento del costo para proporcionar agua potable segura y limpia y la recolección y el tratamiento de aguas residuales. La factura que recibirá en Abril podría reflejar una proporción de la tarifa anterior y la tarifa nueva. La factura de Mayo reflejará un mes completo de la nueva tarifa.

Las tablas con las nuevas tarifas serán publicadas en el 1 de abril de 2020 en www.HoustonWater.org. El sitio también ofrece la posibilidad de que los clientes se registren para recibir facturas electrónicas, pagos automáticos y sugerencias sobre cómo minimizar el consumo de agua. Nuestro servicio de cuentas al cliente está continuamente buscando formas de servirle mejor. Si tiene alguna pregunta, favor de llamar al 713-371-1400.

Atentamente,

Sherri L. Winslow, P.E.

Directora

Servicios de Cuentas del Cliente

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

MEETING DATE: April 28, 2020

TOPIC:	Ordinance Number 2020-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.
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BACKGROUND:	On March 31, 2020, the City of Houston notified the City of Spring Valley Village that the wastewater rate paid by the City would be increasing by 3.5% as of April 1, 2020. A copy of the City of Houston's notice to the City is provided with this agenda item. Please note that the letter from the City of Houston that was attached to the email is dated February 25, 2020; however, the City has not received a hard copy of the letter. The only notice was by email. The proposed Ordinance would increase the City's wastewater rates by 3.5% to recoup the increased charges from the City of Houston. If approved, the new wastewater rates would be effective May 1, 2020.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	- Ordinance Number 2020-XX - Copy of Email Dated March 31, 2020 from City of Houston Notifying Spring Valley Village of Water and Wastewater Rate Increases
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☒ Additional Revenue will be added to Revenue Acct# <u>20-01-5270</u>
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith.

* * * * *

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

Section 1. The Code of Ordinances of the City of Spring Valley Village, Texas, is hereby amended by deleting from Appendix "A" thereof, said Appendix "A" being a "Schedule of Fees for the City of Spring Valley Village, Texas," all of Section 6.004 and substituting therefor a new Section 6.004 to provide as follows:

6.004 Sewer Rates

1. Residential Sewer:
 - (1.1) \$19.56 per month flat rate; plus
 - (1.2) \$6.274 per 1,000 gallons of metered water provided to residential customers
 - (1.3) Out of City Customers, two hundred (200) percent of the rate.
2. Non-Residential Sewer:
 - (2.1) \$26.09 per month flat rate; plus
 - (2.2) \$11.198 per 1,000 gallons of metered water provided to commercial customers
 - (2.3) Out of City Customers, two hundred (200) percent of the rate.

Section 2. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. Beginning with the month of May 2020, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village sewer systems.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance, or the "Schedule of Fees for the City of Spring Valley Village, Texas" adopted hereby, or the application of same to any person or circumstance shall for any

reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance or said schedule of fees as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this ___ day of April, 2020.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE



February 25, 2020

Dear Customer:

City of Houston Ordinance 2010-305 approves an automatic annual rate adjustment effective April 1st each year. The water and wastewater rate adjustment for 2020 is 3.5%. This rate adjustment is based on the 2019 Houston Regional Consumer Price Index of 2.2% plus the City of Houston population increase of 1.3% according to the United States Census Bureau.

This annual rate adjustment helps cover the cost increase to provide safe, clean drinking water and the collection and treatment of wastewater. The bill you receive in April may reflect a proration between the previous and the new rate. The May bill will reflect a full month of the new rate.

New rate tables will be posted on April 1, 2020 to www.HoustonWater.org. The website also features the ability for customers to sign up for ebills, automatic payments, and tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions please call 713-371-1400.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherri L. Winslow".

Sherri L. Winslow, P.E.

Director

Customer Account Services



25 de Febrero 2020

Estimado Cliente:

La Ordenanza 2010-305 de la Ciudad de Houston aprueba un ajuste automático anual de tarifas a partir del 1 de abril de cada año. El ajuste de agua y aguas residuales para 2020 es 3.5%. Este ajuste está basado en una combinación del Índice de Precios al Consumidor para la región de Houston en el 2019 de 2.2% más el aumento de la población de la ciudad de Houston de 1.3% según la Oficina del Censo de los Estados Unidos.

Este ajuste anual ayuda a cubrir el aumento del costo para proporcionar agua potable segura y limpia y la recolección y el tratamiento de aguas residuales. La factura que recibirá en Abril podría reflejar una proporción de la tarifa anterior y la tarifa nueva. La factura de Mayo reflejará un mes completo de la nueva tarifa.

Las tablas con las nuevas tarifas serán publicadas en el 1 de abril de 2020 en www.HoustonWater.org. El sitio también ofrece la posibilidad de que los clientes se registren para recibir facturas electrónicas, pagos automáticos y sugerencias sobre cómo minimizar el consumo de agua. Nuestro servicio de cuentas al cliente está continuamente buscando formas de servirle mejor. Si tiene alguna pregunta, favor de llamar al 713-371-1400.

Atentamente,

Sherri L. Winslow, P.E.

Directora

Servicios de Cuentas del Cliente

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

MEETING DATE: April 28, 2020

TOPIC:	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 A PROPOSAL FOR VIDEO CONFERENCING EQUIPMENT AND INSTALLATION BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FE SOLUTIONS; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	In response to the current COVID-19 situation, City Staff researched various options for conducting City Council and Board meetings using alternative methods such as telephone and video conferencing. During the March 24, 2020 Council meeting, the use of telephone conference was ineffective for those on the telephone since it was difficult to hear what was being said. Consequently, City Staff contacted FE Solutions to evaluate the most cost-effective options for using video conferencing for future City Council and other City Board and Commission meetings. FE Solutions evaluated the technology that had been installed in the Council Chambers on March 31, 2020. The capabilities to perform telephone conferencing were already in place, and the expansion of the system to accommodate video conferencing could be done quickly and cost-effectively. Our goal was to have a video conferencing option installed and operational for the April 14, 2020 Planning & Zoning Commission meeting. The proposal from FE Solutions was a total of \$15,309.72. City Administrator Julie Robinson talked with Mayor Ramsey on April 7, 2020 concerning the proposal, and he authorized execution of the proposal and funding this one-time expense out of the FY 2018-2019 Unassigned Fund Balance. City Administrator Julie Robinson executed the proposal on April 7, 2020. This Resolution ratifies Ms. Robinson's actions in executing the proposal on behalf of the City and as authorized by Mayor Ramsey.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution No. 20-XX
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____
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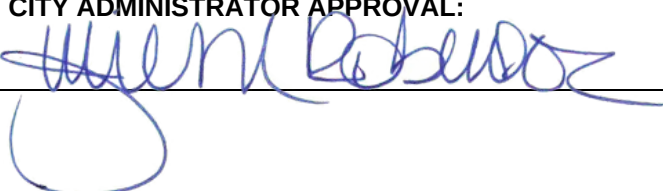
ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

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

	☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$15,309.72 from unassigned fund balance will be used and added to Acct/Project# _10-11-4524_ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:

[Handwritten signature]

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

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING A PROPOSAL FOR VIDEO CONFERENCING EQUIPMENT AND INSTALLATION BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FE SOLUTIONS; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 7, 2020, the City Administrator executed a Proposal for Video Conferencing Equipment and Installations with FE Solutions ("Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute the Agreement; and (2) that the actions of the City Administrator in executing the Agreement should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing the Agreement as authorized by the Mayor are ratified in all respects.

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

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

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

ATTEST:

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

EXHIBIT "A"

TO

RESOLUTION NUMBER 20-XX

PROPOSAL

Video Conferencing Zoom additions

City of Spring Valley

1025 Campbell Road
Houston, Texas 7705 United States
713-465-0333

Revision: 0
Modified: 4/6/2020



Presented By:

FE Solutions

12933 Brittmoore Park Drive
Houston, TX 77041 USA
(713) 980-2877
<https://fesolutionstx.com/>



Install new video and audio conferencing options to existing AV system in Council room.

All controls and signal path will be routed through existing Video Switcher.

Camera is a HD PTZ camera with Onelink bridge. This Bridge will take the camera feed and all audio into the UC Engine(Small format PC) with video in and out via USB 3.0.

Update DSP to accomodate VoIP phone line for audio conferencing. FE Solutions will require local IT Assistance to reach VoIP Server and set up a phone number.

Controls for Camera control, Zoom and Audio conference dialing will be through Crestron Control Panel.

			Equipment	Labor
	1	FE Solutions Delivery,Shipping & Handling	\$71.43	\$0.00
	1	FE Solutions Misc. Connectors and Materials Connectors, hardware and Shipping/Delivery costs.	\$259.99	\$92.50
	1	FE Solutions Programming and Commissioning Labor	\$0.00	\$6,250.00
	1	OFE OFE PC for Zoom Conferencing Existing Prosecutor PC to be used for Zoom, webex or any type of Video Conferencing meeting. Connect Video Camera and microphone audio to existing PC	\$0.00	\$185.00
	1	Vaddio RoboShot 20 One Link Bridge White RoboSHOT 20 UHD OL BRIDGE SYS WHT N/A	\$6,996.25	\$231.25
	250	Windy City Wire 22-1PREZP-BLK 22 AWG 1 Pair Tinned Copper, Shielded Plenum UL Listed C(UL)US CMP EZ Strip Bonded Shield [Black]	\$46.80	\$162.50
	600	Windy City Wire CAT5P-BLK 24 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 5e 350 MHz [Black]	\$234.00	\$780.00
Council Total			\$7,608.47	\$7,701.25

* Price Includes Accessories

Project Subtotal:

\$7,608.47

\$7,701.25

* Price Includes Accessories

Video Conferencing Zoom additions

Project No : FE SO-0162

Rev. 0

4/6/2020

Page 3 of 4

PROJECT SUMMARY

Equipment:	\$7,608.47
Labor:	\$7,701.25

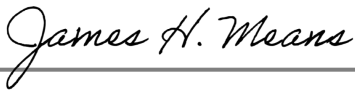
Grand Total:	\$15,309.72
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Client: Julie Robinson
City Administrator, City of Spring Valley Village

04-07-2020

Date



Contractor: FE Solutions

04/07/2020

Date

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

MEETING DATE: April 28, 2020

TOPIC:	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 APPROVING A SOFTWARE AS A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND TYLER TECHNOLOGIES INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	During the March 24, 2020 meeting, the City Council authorized City staff to proceed with working with Tyler Technology for the development of a mobile app. On April 7, 2020, City Administrator Julie Robinson executed a Software as a Service Agreement with Tyler Technologies Inc. on behalf of the City to begin the development of the mobile app. As discussed, the cost for the Tyler Technologies mobile app is a one-time implementation fee of \$3,000 and \$6,000 annually. The \$9,000 (one-time implementation fee and the first year's annual fee) will be funded out of the FY 2018-2019 Unassigned Fund Balance. For all subsequent years, the \$6,000 annual fee will be included in the City's annual budget each year. This Resolution would ratify Ms. Robinson's actions taken on behalf of the City.
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# _____ ☒ \$ 9,000.00 from unassigned fund balance will be used and added to Acct/Project# <u>10-11-4605</u> ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL:

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN APPROVING A SOFTWARE AS A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND TYLER TECHNOLOGIES INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 7, 2020, the City Administrator executed a Software as a Service Agreement with Tyler Technologies Inc. ("Tyler Tech") for development of a mobile app (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon review and consideration of the Agreement and all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute the Agreement; and (2) that the actions of the City Administrator in executing the Agreement should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing the Agreement are ratified in all respects.

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

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

Tom 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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Spring Valley Village, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith

estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the

cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

[Signatures to follow on next page]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 
Janet Joiner (Apr 7, 2020)

Name: Janet Joiner

Title: Vice President, Finance, LGD

Date: April 7, 2020

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Spring Valley Village

By: 

Name: Julie M. Robinson

Title: City Administrator

Date: 04-07-2020

Address for Notices:

City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055
Attention: City Administrator



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For
City of Spring Valley Village
1025 Campbell Rd
Houston, TX 77055-7407
Phone: +1 (713) 465-8308

Quoted By: DK Robertson
Quote Expiration: 8/16/2020
Quote Name: City of Spring Valley Village-LGD-MyCivic
Quote Number: 2020-103425
Quote Description: MyCivic Suite Citizen Engagement, 311

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
MyCivic				
MyCivic Citizen Engagement	0	\$0	\$0	\$1,500
MyCivic 311	0	\$0	\$0	\$4,500
<i>Sub-Total:</i>		\$0	\$0	\$6,000
TOTAL:	0	\$0	\$0	\$6,000

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement - Implementation Fee	1	\$1,500	\$1,500	\$0
MyCivic 311 - Implementation Fee	1	\$1,500	\$1,500	\$0
TOTAL:			\$3,000	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$6,000
Total Tyler Services	\$3,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$3,000	\$6,000
Contract Total	\$9,000	



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first-year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

03\01\2020
thru 03\31\2020

Type	Description	# Of Calls
21	911 HANG UP	5
6	ACCIDENT	16
22	ALARM	29
23	AMBULANCE CALL	22
24	ANIMAL CALL	13
43	ASSIST OUTSIDE AGENCY	9
135	BUSINESS CHECK	377
48	CITY CREW REPAIRS	7
49	CIVIL MATTER	1
38	DAMAGE TO CITY PROPERTY	1
53	DEBRIS IN ROADWAY	8
56	DISTURBANCE	1
60	FIRE CALL	5
62	FOUND PROPERTY	1
68	HOUSE CHECK	50
70	INFORMATION	29
71	INVESTIGATION	9
76	LOUD NOISE	7
81	OPEN DOOR	29
86	PUBLIC RELATIONS	54
90	REPOSSESSED VEHICLE	1
96	SOLICITOR	4
97	SPECIAL ASSIGNMENT	21
99	STALLED VEHICLE	26
141	STORED/ ABANDONED VEHICLE	1
100	STREET LIGHT REPAIR	1
103	SUSPICIOUS ACTIVITY	12
104	SUSPICIOUS PERSON	15
105	SUSPICIOUS VEHICLE	23
107	TELEPHONE REPAIR	1
11	TRAFFIC STOP	125
112	VEHICLE CHECK	11
117	WELFARE CONCERN	5
Total		919

Spring Valley Village, TX PD

Mar 1, 2020 - Mar 31, 2020

Citation Violation Audit By Offense

Total Charges: **191**

Description	Counts
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	2
CRIMINAL TRESPASSING	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	8
DEFECTIVE HEAD LAMPS	14
DEFECTIVE HEAD LIGHTS	3
DEFECTIVE STOP LAMP(S)	3
DEFECTIVE TAIL LAMP(S)	4
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	3
DISPLAY/ EXPIRED REGISTRATION	23
DRIVING WITHOUT ANY LICENSE	2
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	5
EXPIRED DRIVERS LICENSE	3
FAIL TO CONTROL SPEED	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	16
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	5
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MARKINGS	1
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	2
FAILED TO DIM HEADLIGHTS - FOLLOWING	3
FAILED TO DIM HEADLIGHTS - MEETING	5
FAILED TO SIGNAL TURN	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	3
ILLEGAL PARKING - NO PARKING ANY TIME	3
LICENSE PLATE OBSCURED	1
NO DRIVERS LICENSE	21
NO FRONT LICENSE PLATE	3
PARKED FACING TRAFFIC	4
PASSING AUTHORIZED EMERGENCY VEHICLE	2

CONFIDENTIAL

Report Created on: Apr 1, 2020 6:07 PM

Page: 1 of 11



Spring Valley Village, TX PD

Mar 1, 2020 - Mar 31, 2020

Citation Violation Audit By Offense

Total Charges: **191**

Description	Counts
PUBLIC INTOXICATION	1
RAN RED LIGHT	13
RAN STOP SIGN	7
SPEEDING >10% ABOVE POSTED LIMIT	22
SPEEDING IN SCHOOL ZONE	2
TURNED LEFT FROM WRONG LANE	1
VIOLATE DL RESTRICTION B	1

CONFIDENTIAL

Report Created on: Apr 1, 2020 6:07 PM

Page: 2 of 11



MONTHLY K-9 REPORT

FOR THE MONTH OF: Mar-20

MOYER, NABORS

FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE	31
OUTSIDE AGENCY	1

K-9 APPREHENSIONS

0

NARCOTICS CASES

0

PUBLIC RELATIONS EVENT

3

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

MEETING DATE: April 28, 2020

TOPIC: Ordinance No. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE CITY COUNCIL ON MARCH 24, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On Friday, March 13, 2020, Governor Abbott issued a Disaster Declaration for the State of Texas, and Mayor Tom Ramsey subsequently issued a Disaster Declaration for the City of Spring Valley Village on March 13, 2020 with an expiration date of Friday, March 20, 2020. On March 19, 2020, the City Council convened an Emergency City Council meeting and approved the extension of the Disaster Declaration to Friday, April 10, 2020.

During the Regular City Council meeting on March 24, 2020, the City Council approved another extension of the Disaster Declaration until Tuesday, April 28, 2020. On Tuesday, March 31, 2020, Governor Abbott extended the State's Disaster Declaration until Thursday, April 30, 2020.

RECOMMENDATION: Staff recommends another extension of the Disaster Declaration.

ATTACHMENTS: • Ordinance No. 2020-XX

FUNDING ISSUES:

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

☐ Full amount already budgeted in Acct/Project# _____

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

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

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

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

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:
Roxanne Benitez, City Secretary

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

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

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE DECLARING A PUBLIC HEALTH EMERGENCY AND EXTENDING THE DISASTER DECLARATION OF THE CITY COUNCIL ON MARCH 24, 2020; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, in December 2019, a novel respiratory disease named "SARS-CoV-2" that the causes a disease named "coronavirus disease 2019" ("COVID-19") was detected in Wuhan City, Hubei Province, China; and

WHEREAS, symptoms of COVID-19 include fever, cough, and shortness of breath that may result in mild to severe illness, and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern and advised countries to prepare for the containment, including active surveillance, early detection, isolation and case management, contact tracing, and prevention of onward spread of the disease; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, the identification of "community spread" cases of COVID-19 in the United States could potentially signal that transmission of the virus may no longer be limited to travel to outbreak areas or contact with travelers who have visited outbreak areas; and

WHEREAS, according to the Center for Disease Control ("CDC"), it is likely that at some point, widespread transmission of COVID-19 in the United States will occur; and

WHEREAS, the CDC warns that widespread transmission of COVID-19 would translate into large numbers of people needing medical care at the same time; and

WHEREAS, the CDC also warns that schools, childcare centers, workplaces, and other places for mass gatherings may experience more absenteeism; public health and healthcare systems may become overloaded with elevated rates of hospitalizations and deaths; other critical infrastructure, such as law enforcement, emergency medical services, and transportation industry may also be affected; and health care providers and hospitals may be overwhelmed; and

WHEREAS, the Governor of the State of Texas declared a state of disaster due to this same public health emergency on March 13, 2020; and

WHEREAS, given, among other things, including the CDC's guidance, there is an ongoing risk and likelihood of COVID-19-positive patients being identified in the City of Spring Valley Village; and

WHEREAS, the City, local health agencies, and political subdivisions within the region have been working diligently to implement CDC guidelines, but now require additional tools and resources to protect the public health given the current state of the epidemic and the need

for a sustained response; and

WHEREAS, Mayor Tom S. Ramsey signed a disaster declaration for the City of Spring Valley Village on March 13, 2020; and

WHEREAS, the Spring Valley Village City Council extended the disaster declaration for the City of Spring Valley Village on March 19, 2020 to April 10, 2020; and

WHEREAS, the Spring Valley Village City Council extended the disaster declaration for the City of Spring Valley Village on March 24, 2020 to April 28, 2020; and

WHEREAS, the City Council finds it in the best interest of the health, safety and welfare of the citizens to extend the Mayor's declaration until _____ or until terminated or modified by earlier ordinance of the City; now, therefore,

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

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

Section 2. Pursuant to the authority provided in Section 418.108(b) of the Texas Government Code, the disaster declaration signed by Mayor Tom S. Ramsey, dated March 24, 2020 is hereby extended until _____ unless terminated or modified by an earlier ordinance of the City Council of the City.

Section 3. 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 Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. This Ordinance shall take effect immediately upon its approval.

APPROVED AND ADOPTED this _____ day of April, 2020.

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

ATTEST:

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

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

MEETING DATE: April 28, 2020

TOPIC:	Status of Municipal Bond Market and Impact on Timing of Issuance of Second Certificate of Obligation by City of Spring Valley Village. (Drew Masterson, Masterson Advisors)
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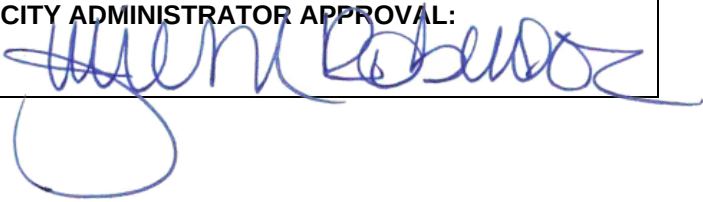
BACKGROUND:	During the March 24, 2020 Council Workshop meeting, there was discussion concerning the capital projects to be funded by the issuance of a second Certificate of Obligation bond ("CO Bond") and the timing of the issuance. The Council requested that the City's financial advisor, Drew Masterson with Masterson Advisors, make a presentation at the April Council meeting concerning the status of the municipal bond market and the impacts of the market on the timing of the issuance for the second CO Bond. Mr. Masterson will make a presentation to the City Council during the meeting.
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RECOMMENDATION:	None
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ATTACHMENTS:	• None
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING: 
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SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 
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**City of Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 28, 2020

TOPIC:	CONDUCT A PUBLIC HEARING CONCERNING: A PRELIMINARY AND FINAL RE-PLAT OF SVMP II, A PLOT CONTAINING 1.170 ACRES OF LAND, SITUATED IN DWELLING DISTRICT 'A', CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 9210 OLD KATY ROAD.
BACKGROUND:	TLM-SVMP II LLC ("Property Owner"), has purchased the property located at 9210 Old Katy Road from AT&T, a subsidiary of Southwestern Bell Telephone Company ("Property"). After purchasing the Property and in order to clean up the property lines, the Property Owner is requesting a replat to accommodate the new property line for 9210 Old Katy Road. The new property is approximately 1.1703 acres. Currently housing a large carport structure, the owners are looking to demolish the structure and pursue the construction of a new commercial building on the property at a later date. The proposed preliminary and final re-plat meets the technical requirements of the City's subdivision regulations
RECOMMENDATION:	Not applicable
ATTACHMENTS:	- Revised Preliminary and Final Re-Plat of for the Property Located at 9210 Old Katy Road - Plat/General Plan Submittal Application including Supporting Application Documents - Copy of Published Notice of Public Hearing - Copy of Notice of Public Hearing Letters and Mailing Labels for Property Owners Within 200 Feet of Property - Zoning Signage Criteria Affidavits
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: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN

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

STATE OF TEXAS :
COUNTY OF HARRIS:

We, TLM-SVMP II LLC, a Texas limited liability company, acting by and through Rene Joubert, President of i3i Ventures GP, LLC, a Texas limited liability company, general partner of i3i Ventures, LP, a Texas limited partnership, its manager; hereinafter referred to as Owners of the 1.1703 acre tract described in the above and foregoing map of **SVMP II**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said map or plat do hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty-one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen (15' 0") feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, THE TLM-SVMP II LLC, a Texas limited liability company, has caused these presents to be signed by Rene Joubert, President, thereunto authorized, this _____ day of _____, 2020.

by: TLM-SVMP II LLC,
a Texas limited liability company

by: i3i Ventures, LP,
a Texas limited partnership
its manager

by: i3i Ventures GP, LLC
a Texas limited liability company
its general partner

BY: _____
Rene Joubert, President

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Rene Joubert, President of i3i Ventures GP, LLC, a Texas limited liability company, general partner of i3i Ventures, LP, a Texas limited partnership, manager of TLM-SVMP II LLC, a Texas limited liability company, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said company.

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

Notary Public in and for the State of Texas

My Commission Expires _____
Notary Public

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas, has approved this replat and subdivision of **SVMP II**, as shown hereon.

In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2020.

BY: _____
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas, has approved this plat and subdivision of **SVMP II** and is in conformance with the laws of the State of Texas and the ordinances of the City of Spring Valley Village as shown hereon and authorizes the recording of this plat this _____ day of _____, 2020.

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

Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

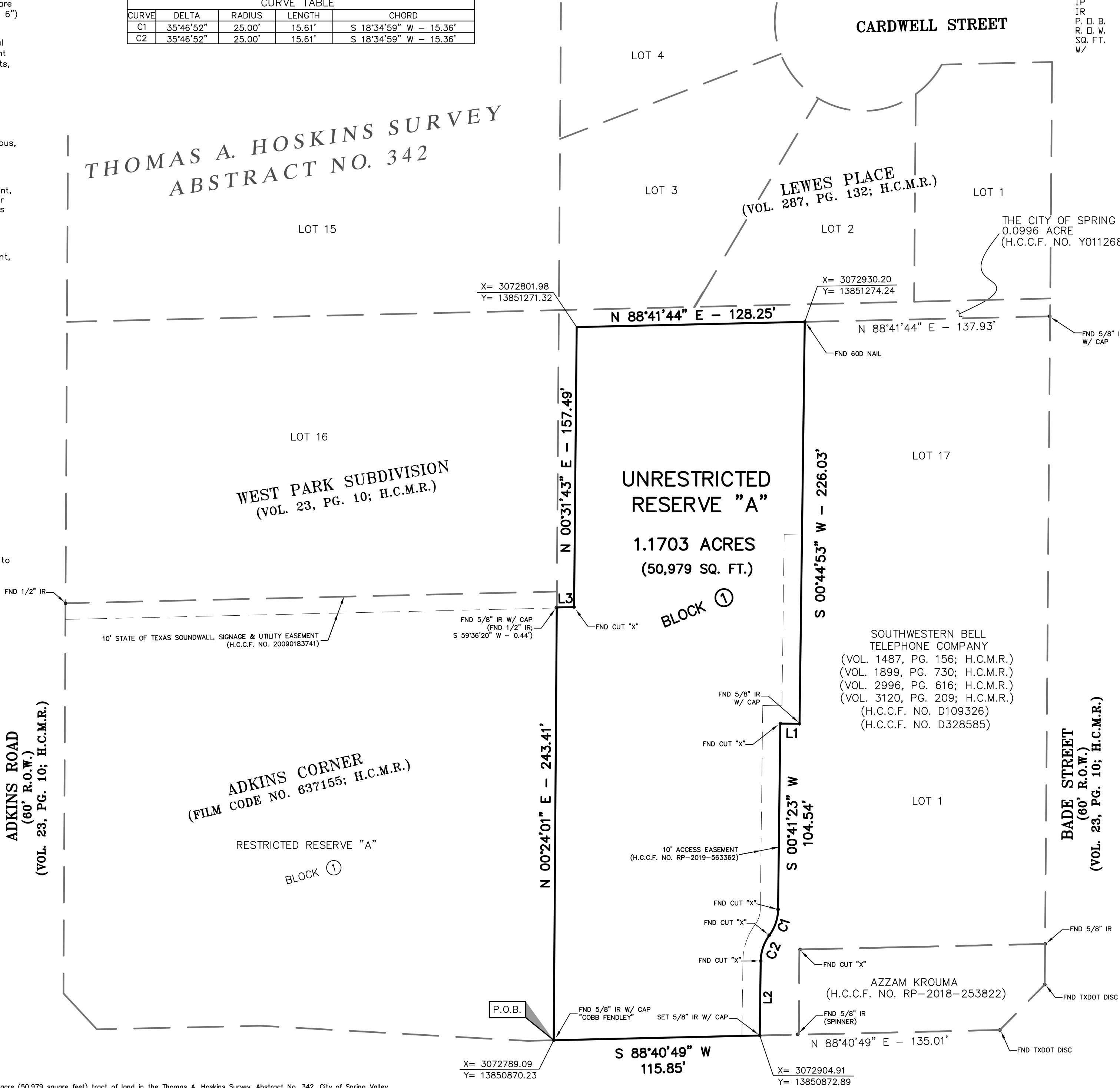
I, Brian Nesvadba, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of five-eighths (5/8) inch and a length of three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776



LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N 89°18'38" W	10.79'	
L2	S 00°41'22" W	41.81'	
L3	N 88°45'36" E	9.74'	

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	35°46'52"	25.00'	15.61'
C2	35°46'52"	25.00'	15.61'

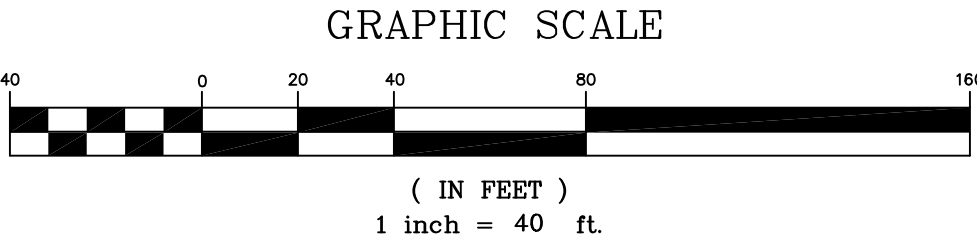
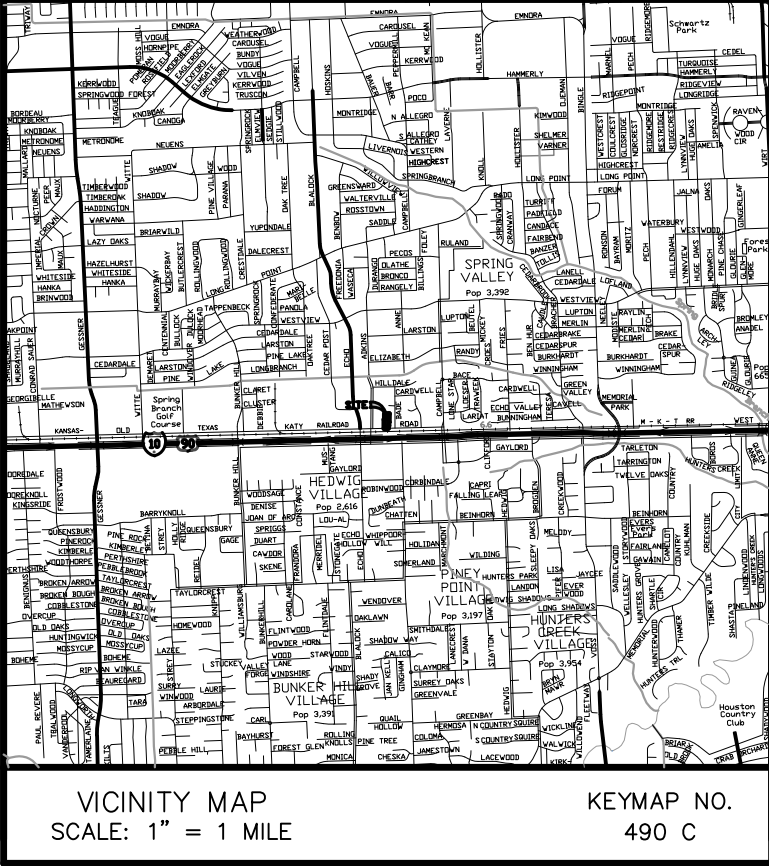


INTERSTATE HIGHWAY NO. 10
(OLD KATY ROAD)
(R.O.W. VARIES)
(H.C.C.F. NO. Y978267) (H.C.C.F. NO. 20090183741)
(H.C.C.F. NO. Y982842) (H.C.C.F. NO. 20100314446)

- NOTES:
- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.9998948617.
 - 2.) UNLESS OTHERWISE INDICATED, THE BUILDING LINES, WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 9, CODE OF ORDINANCES, CITY OF SPRING VALLEY VILLAGE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
 - 3.) ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND paneled wooden fences along the perimeter and BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND paneled wooden fences BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
 - 4.) ALL BUILDING LINES ARE DICTATED BY THE ZONING ORDINANCE.
 - 5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48201-C-0645 L EFFECTIVELY DATED JUNE 18, 2007, THIS PROPERTY LIES IN SHADED ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. FLOODPLAIN MAPS ARE SUBJECT TO CHANGE.
 - 6.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS SET FORTH IN RESTRICTIONS, EASEMENTS, AND AGREEMENTS RECORDED IN VOLUME 23, PAGE 10 OF THE HARRIS COUNTY MAP RECORDS; AND IN HARRIS COUNTY CLERK'S FILE NOS. RP-2019-563363 AND RP-2020-16995.

LEGEND

- B. L. - BUILDING LINE
ESMT - EASEMENT
FND - FOUND
H. C. C. F. - HARRIS COUNTY CLERK'S FILE
H. C. D. R. - HARRIS COUNTY DEED RECORDS
H. C. M. R. - HARRIS COUNTY MAP RECORDS
IP - IRON PIPE
IR - IRON ROD
P. O. B. - POINT OF BEGINNING
R. O. W. - RIGHT OF WAY
SQ. FT. - SQUARE FEET
✓ - WITH



I, Diane Trautman, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2020, at _____ O'clock _____ M., and duly recorded on _____, 2020, at _____ O'clock _____ M., and at Film Code No. _____, of the Map Records of Harris County, for said County.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

Diane Trautman
County Clerk
of Harris County, Texas

By: _____
Deputy

SVMP II

A SUBDIVISION OF 1.1703 ACRES
BEING OUT OF LOT 2 AND LOT 17,
WEST PARK SUBDIVISION
(VOL. 23, PG. 10, H.C.M.R.),
IN THE THOMAS A. HOSKINS SURVEY,
ABSTRACT NO. 342,
CITY OF SPRING VALLEY VILLAGE,
HARRIS COUNTY, TEXAS

1 RESERVE 1 BLOCK

REASON FOR REPLAT:
TO CREATE ONE COMMERCIAL RESERVE

~ OWNER ~

TLM-SVMP II LLC,
a Texas limited liability company
110 East David Street
McKinney, Texas 75089
PHONE: 713.600.0800

~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY

12718 Century Drive
Stafford, Texas 77477

PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. P-2906
www.team-civil.com
Job No. 1509-1
APRIL 6, 2020



DIVIDER PAGE



EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - \$500
Specific Use Permit Application - \$500
Planned Area Development District (PADD) Application - \$7,000
Amendment to Planned Area Development District (PADD) Application - \$1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- ☐ Application
- ☐ Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- ☐ Letter from property owner
- ☐ Metes and bounds of the site and county slide number of plat (if recorded)
- ☐ Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- ☐ A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: SVMP II

Geographical Location: On the north side of Interstate 10 mid-block between Adkins Road and Bade Street
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: Thomas A. Haskins Survey / Abstract 342

Submittal Type:

- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Amending Plat
- ☒ Preliminary Replat
- ☒ Final Replat
- ☐ Specific Use Permit
- ☐ Specific Use Permit Amendment

Reason for Replat or Amending Plat:

Combine previously platted lots into a single commercial reserve.

Type of Plat:

- ☐ Single Family Residential
- ☐ Zero Lot Line Patio Homes
- ☐ Planned Area Development District
- ☐ Planned Area Development
- ☒ Amendment to Planned Area Development

Plat/PADD Data:Total Acreage: 1.170Typical Lot Size: N/ANumber Lots: N/ANumber of Streets: N/ANumbers and Types of Reserves: 1 - ComTotal Acres in Reserve: 1.170Zoning District: Adkins Corner Planned Area Development**Applicant:** Kimley-HornContact Name: Steven FreemanAddress: 1400 Woodloch Forest Drive, Suite 225, The Woodlands, TX 77380Phone: 281-475-2817

Fax: _____

Email: steven.freeman@kimley-horn.com**Owner:** TLM-SVMP II LLCContact Name: John JoubertAddress: 110 E. Davis Street McKinney, TX 75069Phone: 713-600-0802

Fax: _____

Email: jjoubert@i3interests.com**Engineer or Planner:** Kimley-HornContact Name: Steven FreemanAddress: 1400 Woodloch Forest Drive, Suite 225, The Woodlands, TX 77380Phone: 281-475-2817

Fax: _____

Email: steven.freeman@kimley-horn.com**Authorization:**

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.



Applicant's Signature

2/24/20

Date



February 24, 2020

Zachary Meadows
Director of Community Development
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

**RE: Applicant Letter – Summary of Reasons for Requests
SVMP II
Proposed Development Applications for the Proposed Redevelopment of the
1.170-Acre Tract Being Out of Lot 17, and Lot 2 in West Park Subdivision**

Dear Mr. Meadows,

On behalf of TLM-SVMP II LLC, owners of the 1.170-acre tract described in the supporting documents submitted with this letter, please allow this letter to serve as a summary of the reasons for our submittal of the following applications for the subject property:

1. Replat

- a. Purpose of Request – Create a 1.170-acre reserve for the subject site separate from the adjacent land retained by AT&T.

2. Zoning Change

- a. Purpose of Request – Change the base zoning of the subject site from the “Dwelling District A” Base District to the “Freeway PADD” Special District to properly reflect the existing use of the property as a commercial development. The Freeway PADD base zoning designation is also consistent with the base zoning designation of all adjacent land within the City that fronts Interstate 10 south of the existing sound barrier wall.

3. Planned Area Development (PAD) Amendment

- a. Purpose of Request – Amend Ordinance No. 2013-22 (previously amended by Ordinance 2014-13, Ordinance 2015-08 and Ordinance 2015-17), which establishes an existing Planned Area Development (PAD), as follows:
 - i. Add the subject 1.170-acre tract to the PAD
 - ii. Approve the development of a second building within the PAD to be located on the 1.170-acre area. The proposed second building will conform to the use, size/area, and height limits, when analyzed separately from the existing building, along with all other development criteria established in the existing PAD ordinance except for the following:
 - 1. Retail use will not be required in the second building within the PAD.

- iii. Approve 20-foot building line setbacks on the portions of the north and west property lines of the 1.170-acre tract that abut the 10-foot wide strip of land owned by the City of Spring Valley Village which contains the existing sound barrier wall. The resulting total setback from the property line of the adjacent residential lots to the building line setback on the subject site (including the 10-foot wide strip of land owned by the City) will be 30-feet, which is consistent with the setback required in the existing PAD from residential lots.
- iv. Approve the removal of existing landscaping behind the existing building within the PAD as noted on the site plan submitted with this current application. The removal of this existing landscaping is necessary to extend a fire lane behind the existing building to meet fire code requirements as coordinated with the Village Fire Department Fire Marshal, Rusty Kattner.

Please contact me at (281) 475-2817 or steven.freeman@kimley-horn.com should you need any additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Steven Freeman, P.E.

February 19, 2020

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

**Re: Applicant Authorization Letter
SVMP II
Proposed Development Applications for the Proposed Redevelopment of the
1.170-Acre Tract Being Out of Lot 17, and Lot 2 in West Park Subdivision**

To whom it may concern:

TLM-SVMP II LLC, owner of the 1.170-acre tract described in the attached metes and bounds description, hereby authorizes Kimley-Horn and Associates, Inc. to act as the applicant on our behalf on all development applications for the proposed redevelopment of this tract.

Sincerely,

TLM-SVMP II LLC

Signature: *Rene Joubert*

Name: *Rene Joubert*

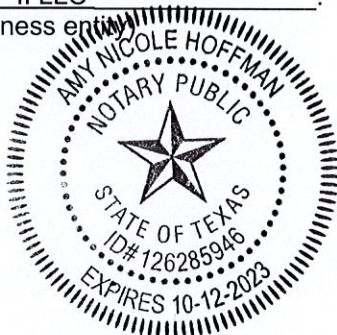
Title: *Manager*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of February, 2020, by
Rene Joubert, as *Manager* of
(Name of acknowledging partner or officer) (Title)

TLM-SVMP II LLC
(Name of business entity)

(Seal)



Amy Nicole Hoffman
Notary Public in and for the State of Texas



First American Title Insurance Company

First American Title Insurance Company
National Commercial Services
601 Travis, Suite 1875, Houston, TX 77002
Ph - (800)683-5552

CITY PLANNING LETTER

Date: 03/25/2020
To: City Planning Commission
Re: File No. NCS-952926T04A-HOU1

To Whom It May Concern:

First American Title Insurance Company ("Title Company") certifies that a diligent search of the real property records of Title Company's title plant has been made, as to the herein described property, and as of on the 06 day of March, 2020, we find the following:

Record Owner: TLM-SVMP II LLC, a Texas limited liability company

Legal Description:

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982642, 20090183741, and 20100314446 for the southeast corner of Restricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Restricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y011268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears South 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, North 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 60D nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, North 89° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South 00° 41' 22" West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North 88° 40' 49" East - 135.01 feet;

THENCE, South 88° 40' 49" West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

Subject to the following:

1. RESTRICTIONS:

None of Record

2. EASEMENTS:

- a. Any and all easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under Volume 23, Page 10 of the map records of Harris County, Texas.
- b. Terms, Conditions, and Stipulations in Memorandum of Lease Agreement:
Lessor: TLM-SVMP II LLC, a Texas limited liability company
Lessee: Southwestern Bell Telephone Company, a Delaware corporation
Recorded: December 20, 2019 in County Clerk File No. 2019-563363, of the Official Public records, of Harris County, Texas.
- c. Terms, Conditions, and Stipulations in the Agreement by and between:
Parties: TLM-SVMP II LLC, a Texas limited liability company and Southwestern Bell Telephone Company, a Delaware corporation
Recorded: January 14, 2020 in County Clerk File No. 2020-16995, of the Official Public records, of Harris County, Texas.
Type: Amended and Restated Access Easement Agreement

3. LIENS:

None of Record

4. OTHERS:

- a. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway or freeway, and assumes no liability in connection therewith.
 - b. The property covered herein is subject to the terms, conditions, provisions and stipulations of Ordinance #1999-262, of the City of Houston, passed March 24, 1999, amended by Ordinance No. 2015-639 and amendments, pertaining to the platting and replatting of real property and the establishment of building set back lines along major thoroughfares within such boundaries.
5. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of , and shall inure to the benefit of PLATTING. Liability of Title Company for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that Title Company does not undertake to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty or warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY TITLE COMPANY (WHETHER SOLE, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.
First American Title Insurance Company

TITLE EXAMINER

EXECUTED AT Houston, TEXAS, March 24, 2020.

First American Title Insurance Company



Adarsh S
TITLE EXAMINER

AS

DESCRIPTION OF SUBJECT TRACT

A 1.170 acre (50,976 sq. ft.) tract of land, more or less, being out of Lot 17, and Lot 2, in West Park Subdivision, recorded in Volume 23, Page 10, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at the northeast corner of Lot 17, in the west line of Bade Street;

THENCE, South 00°23'38" West, along the west line of Bade Street, a distance of 10.00 feet to a set "X";

THENCE, South 88°40'04" West, a distance of 137.78 feet to a set 5/8-inch iron rod marking the **POINT OF BEGINNING** of herein described tract;

THENCE, South 00°43'13" West, a distance of 226.03 feet to a set 5/8-inch iron rod with cap marking a point of curvature to the right;

THENCE, North 89°20'18" West, a distance of 10.79 feet to a set 5/8-inch iron rod with cap;

THENCE, South 00°39'43" West, a distance of 104.54 feet to a set 5/8-inch iron rod with cap at a point of curvature to the right;

THENCE, along said curve to the right, a length of 15.61 feet, a radius of 25.00 feet, a delta of 35°47'12", and a chord bearing South 18°33'19" West, a distance of 15.36 feet, to a set 5/8-inch iron rod with cap at a point of reverse curvature to the left;

THENCE, along said curve to the left, a length of 15.61 feet, a radius of 25.00 feet, a delta of 35°47'12", and a chord bearing South 18°33'19" West, a distance of 15.36 feet, to a set 5/8-inch iron rod with cap;

THENCE, South 00°39'42" West, a distance of 42.25 feet to a set 5/8-inch iron rod with cap;

THENCE, South 88°48'17" West, a distance of 115.85 feet to a found 5/8-inch iron rod with cap, being the southeast corner of a tract described to SV Physician Prop I, as recorded in H.C.C.F. Number 217982;

THENCE, North 00°25'45" East, a distance of 243.54 feet to a set "X";

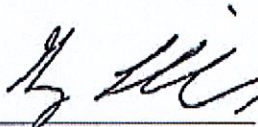
THENCE, North 88°43'56" East, a distance of 9.51 feet to a set "X";

THENCE, North 00°30'03" East, a distance of 157.46 feet to a set "X";

THENCE, North 88°40'04" East, a distance of 128.24 feet to the **POINT OF BEGINNING** and containing 1.170 acre of land, more or less.

This metes and bounds description was compiled in conjunction with a survey performed on the same date.

WITNESS my hand and seal this 17th day of December, 2019.


Georg Lardizabal
R.P.L.S. No. 6051
GGC Survey, PLLC
Firm No. 10146000
Tel: 832-729-7256



February 21, 2020

***1.1703 acres of land in the Thomas A. Hoskins Survey, Abstract No. 342,
City of Spring Valley Village, Harris County, Texas***

A FIELD NOTE DESCRIPTION of a 1.1703 acre (50,979 square feet) tract of land in the Thomas A. Hoskins Survey, Abstract No. 342, City of Spring Valley Village, Harris County, Texas; said 1.1703 acre tract being out of Lot 2, and 17, West Park Subdivision, according to the map or plat recorded in Volume 23, Page 10 of the Harris County Map Records, being that same tract of land conveyed to TLM-SVMP II LLC, as recorded in Harris County Clerk's File No. RP-2020-16994; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982642, 20090183741, and 20100314446 for the southeast corner of Unrestricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Unrestricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y011268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears South 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, North 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 60D nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, North 89° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

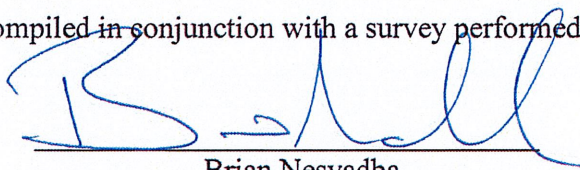
THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of $35^{\circ} 46' 52''$, a length of 15.61 feet, and a chord bearing South $18^{\circ} 34' 59''$ West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South $00^{\circ} 41' 22''$ West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North $88^{\circ} 40' 49''$ East - 135.01 feet;

THENCE, South $88^{\circ} 40' 49''$ West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1509-1
W:\1509-1_Tract.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



150

DIVIDER PAGE

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 14, 2020
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 28, 2020
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Director of Community Development, Zachary Meadows, at (713) 465-8308.

DIVIDER PAGE



EST. 1955
SPRING VALLEY
V I L L A G E

March 26, 2020

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 14, 2020

Time: 7:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 28, 2020

Time: 6:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 9210 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact Director of Community Development Zachary Meadows at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Roxanne Benitez, TRMC, CPM, CMC
City Secretary

Krouma Azzam
9210 Old Katy Road
Houston, Texas 77055

Southwestern Bell Telephone Co.
9210 Old Katy Road
Houston, Texas 77055

SV Physician Properties I LP
9230 Katy Freeway, Suite 500
Houston, Texas 77055

Krouma Azzam
218 Hayes
Irvine, California 92620-3727

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9210 OLD KATY ROAD
HOUSTON, TEXAS 77055

Southwestern Bell Telephone Co.
Attn: Property Tax Dept.
1010 Pine 9E-L-01
Saint Louis, Missouri 63101

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9210 OLD KATY ROAD
HOUSTON, TEXAS 77055

Ronald Stiger Sr.
1010 Adkins Road
Houston, Texas 77055

John & Janice Sullivan
1014 Adkins Road
Houston, Texas 77055

Ricki Lee Finstad
9201 Cardwell Drive
Houston, Texas 77055

Joseph Lopez
9205 Cardwell Drive
Houston, Texas 77055

Zack Raffoul
9209 Cardwell Drive
Houston, Texas 77055

Joan Claire Temple Living Trust
c/o Jon A Joseph, Trustee
1010 Bade Street
Houston, Texas 77055

Iraj & Lili Mahvash
1018 Bade Street
Houston, Texas 77055

Huong Le
1014 Bade Street
Houston, Texas 77055

Huong Le
17 Stonegate Drive
Houston, Texas 77024

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1014 BADE STREET
HOUSTON, TEXAS 77055

Southwestern Bell Telephone Co.
1015 Bade Street
Houston, Texas 77055

Southwestern Bell Telephone Co.
Attn: Property Tax Dept.
1010 Pine 9E-L-01
Saint Louis, Missouri 63101

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1015 BADE STREET
HOUSTON, TEXAS 77055

Spring Valley Calico LP
9198 Old Katy Road
Houston, Texas 77055

Spring Valley Calico LP
9190 Katy Freeway, Suite 101
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9198 OLD KATY ROAD
HOUSTON, TEXAS 77055

Krouma Azzam
218 Hayes
Irvine, California 92620-3727

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9200 OLD KATY ROAD
HOUSTON, TEXAS 77055

C J Lamonte Jr.
P.O. Box 19897
Houston, Texas 77224-9897

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
0 BADE STREET
HOUSTON, TEXAS 77055

DIVIDER PAGE

COMMERCIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

A zoning sign is a sign erected on property for which a zoning case has been filed with the City, including, but not limited to, zoning changes, Specific Use Permits, Variances, or Special Exceptions. **The number of signs and the placement of signs shall be determined by the Building Official at the time of submittal.** It is the responsibility of the owner/project representative to contact the Building Department to verify the number and location of signs needed.

Property owners/applicants may use any sign company to meet zoning change sign criteria. To order zoning signs, the applicant should contact a sign company concerning sign creation and installation in the Building Official designated location(s).

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (713) 465-8308.

ADHERE TO THE FOLLOWING INSTRUCTIONS:

SIGNS DESIGN

- The sign shall be constructed in accordance with the City's design standards for zoning signs.
- Signs shall be a minimum of four (4) feet by four (4) feet.
- Must be two (2) sided ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
- Lettering shall be on both sides of the sign.
- Metal or wood posts shall be used.
- Must include the City of Spring Valley Village official logo with a minimum size of one (1) foot.
- Capital letters on that sign shall be no smaller than three (3) inches tall using the Bold Arial font style.
- The signs shall comply with the layout and dimensions on the attached Zoning Sign Design Diagram.

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest

public street with a notation indicating the location of the land subject to the application.

- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.
- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

- **The applicant shall erect the sign(s) on the property that is the subject of the application a minimum of fourteen (14) calendar days immediately preceding the date of the public hearing before the Planning & Zoning Commission ("Commission").**
- The applicant is responsible for maintaining the sign(s) on the property throughout the entire review process.
- A minimum of seven (7) calendar days prior to the public hearing before the Commission, the applicant shall file an affidavit, on a form provided by the City, with the Building Official verifying that the sign(s) was posted as required.

REMOVAL OF SIGNS

- **The applicant shall be responsible for removing the sign(s) from the property within seven (7) calendar days of the final action on the application by the City of Spring Valley Village.**

Preparer's Name: RENE JOUBERT Preparer's Signature: 

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the requested zoning case. Failure to remove zoning signs per the sign ordinance will result in a citation of \$500 per sign/per day until removed.

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. Date 20-02-25

Date of Planning and Zoning Commission Meeting: Tuesday, April 14, 2020

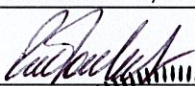
In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Rene Joubert hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 9216 Old Katy Rd, Houston, TX 77055

Said sign(s) meet the specifications of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Posting of said signs was accomplished on Tuesday, March 31, 2020 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Old Katy Rd and Katy Freeway

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

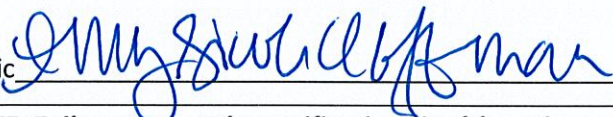
Executed this date: 03/31/2020

Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 3/31/2020

Notary Public





PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) fourteen (14) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: Verified by:

AFFIDAVIT OF ZONING CHANGE NOTIFICATION SIGN MAINTENANCE

(Re)Zoning Case No. Date 20-02-25

Date of City Council Meeting: Tuesday, April 14, 2020

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Rene Joubert hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 9216 Old Katy Rd, Houston, TX 77055

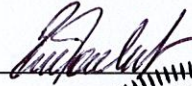
Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date March 31, 2020 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

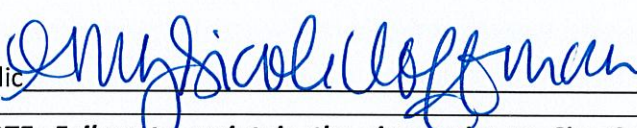
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change.

Executed this date: 03/31/2020

Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 3/31/2020

Notary Public 



PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: Verified by:

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

MEETING DATE: April 28, 2020

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: A PRELIMINARY AND FINAL RE-PLAT OF SVMP II, A PLOT CONTAINING 1.170 ACRES OF LAND, SITUATED IN DWELLING DISTRICT 'A', CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 9210 OLD KATY ROAD.
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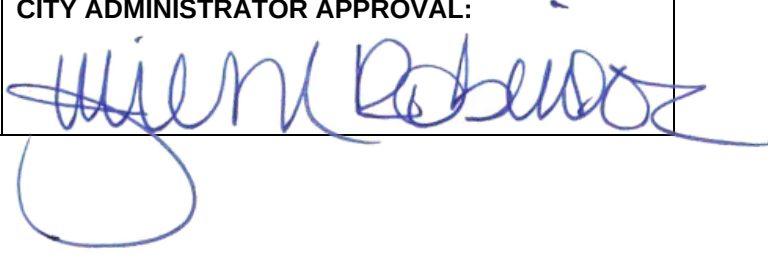
BACKGROUND:	In the previous agenda item, City Council held a public hearing concerning a Preliminary and Final Re-plat of SVMP II for the property located at 9210 Old Katy Road. City Staff have reviewed the requested re-plat and determined that it meets the subdivision requirements.
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RECOMMENDATION:	On April 14, 2020, the Planning and Zoning Commission recommended approval of the Preliminary and Final Re-Plat.
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ATTACHMENTS:	- Preliminary and Final Re-Plat of SVMP II, for the Property Located at 9210 Old Katy Road - Recommendation from the Planning & Zoning Commission
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Zachary Meadows, Director of Community Development	

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

STATE OF TEXAS :
COUNTY OF HARRIS:

We, TLM-SVMP II LLC, a Texas limited liability company, acting by and through Rene Joubert, President of i3i Ventures GP, LLC, a Texas limited liability company, general partner of i3i Ventures, LP, a Texas limited partnership, its manager; hereinafter referred to as Owners of the 1.1703 acre tract described in the above and foregoing map of **SVMP II**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said map or plat do hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed arial easements. The arial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with arial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the arial easement totals twenty-one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed arial easements. The arial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with arial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the arial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen (15' 0") feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way is hereby restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, THE TLM-SVMP II LLC, a Texas limited liability company, has caused these presents to be signed by Rene Joubert, President, thereunto authorized, this _____ day of _____, 2020.

by: TLM-SVMP II LLC,
a Texas limited liability company

by: i3i Ventures, LP,
a Texas limited partnership
its manager

by: i3i Ventures GP, LLC
a Texas limited liability company
its general partner

BY: _____
Rene Joubert, President

STATE OF TEXAS:
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared Rene Joubert, President of i3i Ventures GP, LLC, a Texas limited liability company, general partner of i3i Ventures, LP, a Texas limited partnership, manager of TLM-SVMP II LLC, a Texas limited liability company, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said company.

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

Notary Public in and for the State of Texas

My Commission Expires _____
Notary Public

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas, has approved this replat and subdivision of **SVMP II**, as shown hereon.

In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2020.

BY: _____
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas, has approved this plat and subdivision of **SVMP II** and is in conformance with the laws of the State of Texas and the ordinances of the City of Spring Valley Village as shown hereon and authorizes the recording of this plat this _____ day of _____, 2020.

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

Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

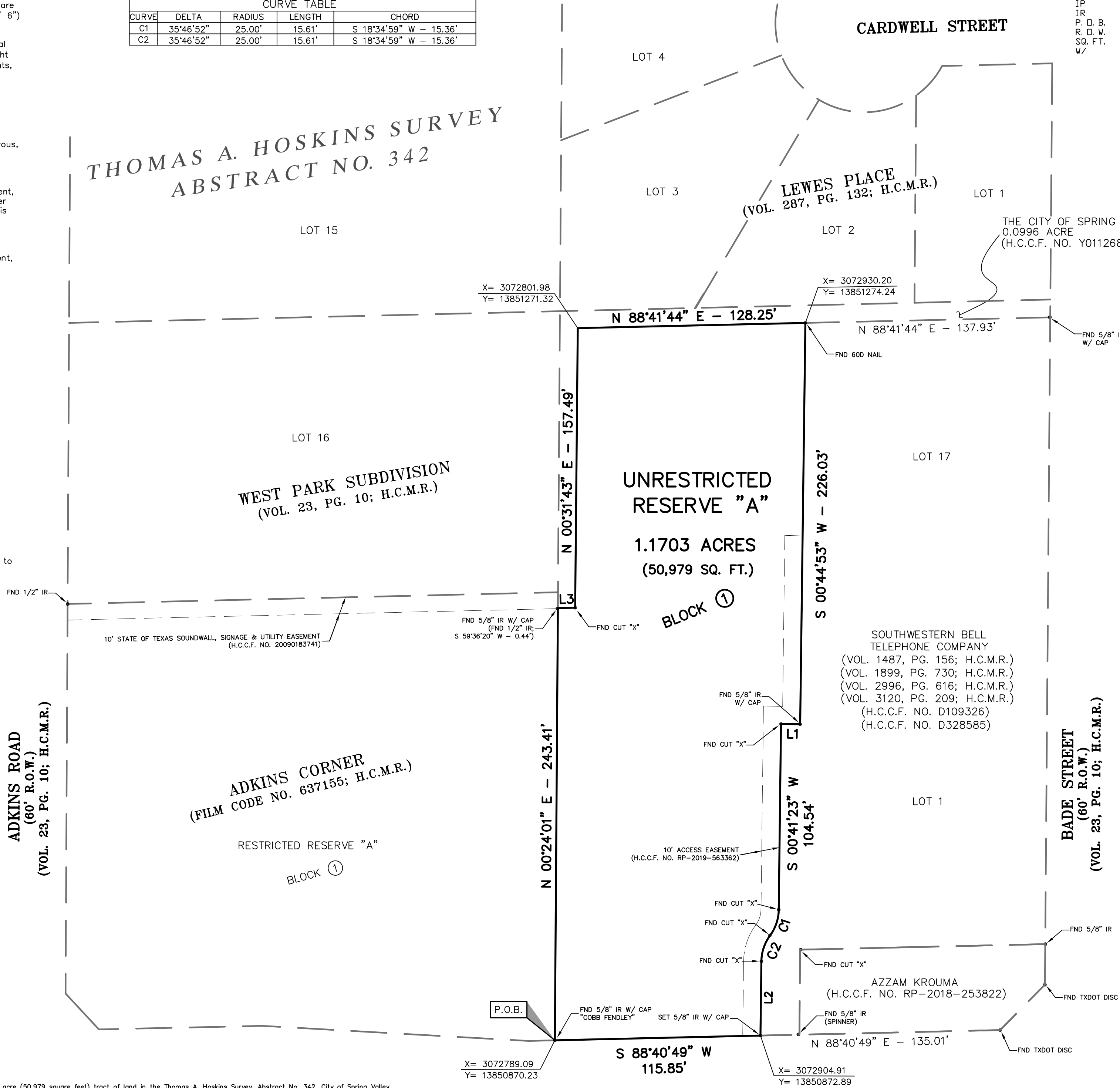
I, Brian Nesvadba, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of five-eighths (5/8) inch and a length of three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

Brian Nesvadba, R.P.L.S.
Texas Registration No. 5776



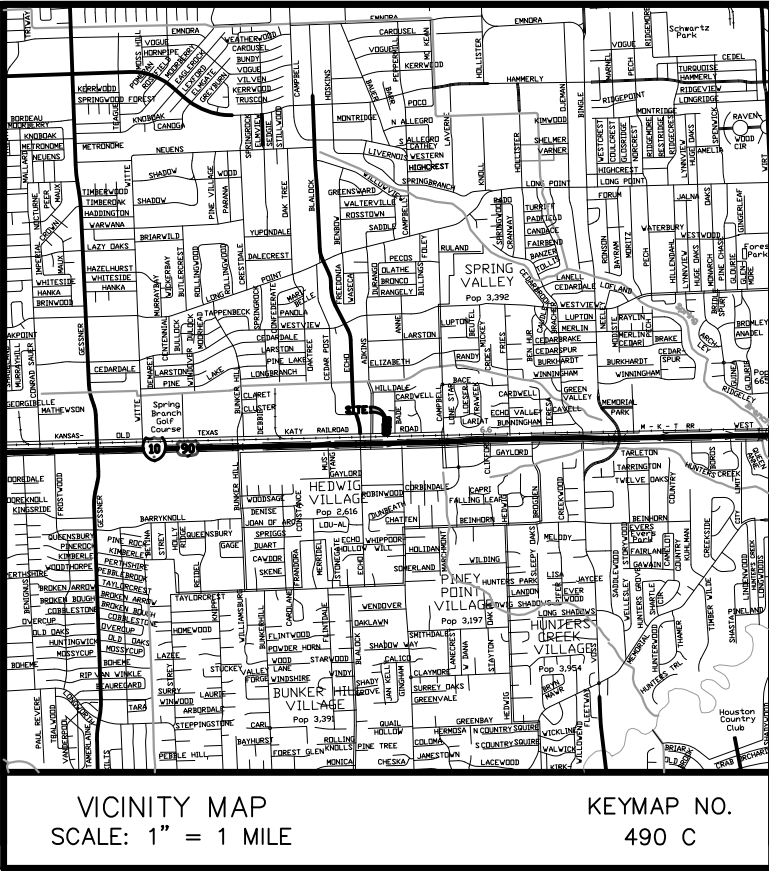
LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N 89°18'38" W	10.79'	
L2	S 00°41'22" W	41.81'	
L3	N 88°45'36" E	9.74'	

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	35°46'52"	25.00'	15.61'
C2	35°46'52"	25.00'	15.61'



LEGEND

B. L. - BUILDING LINE
ESMT - EASEMENT
FND - FOUND
H. C. C. F. - HARRIS COUNTY CLERK'S FILE
H. C. D. R. - HARRIS COUNTY DEED RECORDS
H. C. M. R. - HARRIS COUNTY MAP RECORDS
IP - IRON PIPE
IR - IRON ROD
P. O. B. - POINT OF BEGINNING
R. O. W. - RIGHT OF WAY
SQ. FT. - SQUARE FEET
✓ - WITH



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

I, Diane Trautman, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2020, at _____ O'clock _____ M., and duly recorded on _____, 2020, at _____ O'clock _____ M., and at Film Code No. _____, of the Map Records of Harris County, for said County.

WITNESS my hand and seal of office, at Houston, the day and date last above written.

Diane Trautman
County Clerk
of Harris County, Texas

By: _____
Deputy

SVMP II

A SUBDIVISION OF 1.1703 ACRES
BEING OUT OF LOT 2 AND LOT 17,
WEST PARK SUBDIVISION
(VOL. 23, PG. 10, H.C.M.R.),
IN THE THOMAS A. HOSKINS SURVEY,
ABSTRACT NO. 342,
CITY OF SPRING VALLEY VILLAGE,
HARRIS COUNTY, TEXAS

1 RESERVE 1 BLOCK

REASON FOR REPLAT:
TO CREATE ONE COMMERCIAL RESERVE

~ OWNER ~

TLM-SVMP II LLC,
a Texas limited liability company
110 East David Street
McKinney, Texas 75089
PHONE: 713.600.0800

~ SURVEYOR ~

TEXAS ENGINEERING AND MAPPING COMPANY

12718 Century Drive
Stafford, Texas 77477

PHONE: 281.491.2525 FAX: 281.491.2535
SURVEYING FIRM NO. 10119000 / ENGINEERING FIRM NO. P-2906
www.team-civil.com
Job No. 1509-1
APRIL 6, 2020



NOTES:

- 1.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.9998948617.
- 2.) UNLESS OTHERWISE INDICATED, THE BUILDING LINES, WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 9, CODE OF ORDINANCES, CITY OF SPRING VALLEY VILLAGE, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- 3.) ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- 4.) ALL BUILDING LINES ARE DICTATED BY THE ZONING ORDINANCE.
- 5.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48201-C-0645 L EFFECTIVELY DATED JUNE 18, 2007, THIS PROPERTY LIES IN SHADED ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. FLOODPLAIN MAPS ARE SUBJECT TO CHANGE.
- 6.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS SET FORTH IN RESTRICTIONS, EASEMENTS, AND AGREEMENTS RECORDED IN VOLUME 23, PAGE 10 OF THE HARRIS COUNTY MAP RECORDS; AND IN HARRIS COUNTY CLERK'S FILE NOS. RP-2019-563363 AND RP-2020-16995.

A FIELD NOTE DESCRIPTION of a 1.1703 acre (50,979 square feet) tract of land in the Thomas A. Hoskins Survey, Abstract No. 342, City of Spring Valley Village, Harris County, Texas, said 1.1703 acre tract being out of Lot 2, and Lot 17, West Park Subdivision, according to the map or plat recorded in Volume 23, Page 10 of the Harris County Map Records, being that same tract of land conveyed to TLM-SVMP II LLC, as recorded in Harris County Clerk's File No. RP-2020-16994; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations.

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982842, 20090183741, and 20100314448 for the southeast corner of Unrestricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Unrestricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y01268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears North 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, South 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 600 nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, South 00° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a westerly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

THENCE, in a westerly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South 00° 41' 22" West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North 88° 40' 49" East - 135.01 feet;

THENCE, South 88° 40' 49" West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

DIVIDER PAGE



SPRING VALLEY
V I L L A G E

**PLANNING & ZONING
COMMISSION
VOTING FORM**

DATE: APRIL 14, 2020

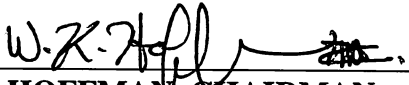
AGENDA ITEM #4:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: A Preliminary and Final Re-Plat of Old Katy Rd. C.O. Reserve, A Plot Containing 1.182 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
CHARLIE CALDERWOOD			/		
TREY HOFFMAN			/		
PATRICK JOHNSON			/		
MARYELLEN MCGLOTHLIN	✓		AYE		
ANNE-MARIE MCMICHAEL			/		
LOUISE RICHMAN			/		
AMY WINSTEAD			/		
JOHN LIENBY, ALTERNATE	<i>AYE</i>	✓	/		

MOTION CARRIED 7

MOTION DENIED 0



TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION

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

MEETING DATE: April 28, 2020

TOPIC:	CONDUCT A PUBLIC HEARING CONCERNING: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
BACKGROUND:	In addition to replatting the property located at 9210 Old Katy Road ("Property"), TLM-SVMP II, LLC ("Applicant") has submitted an application to rezone the property. Currently this property has an existing lot (lot 17), running the width of the property and towards the rear of the property, which is zoned "Dwelling District A". In order to match the rest of the property for zoning purposes, the Applicant has requested that the whole of the Property be included within the Freeway Planned Area Development District ("FPADD"). The proposed Ordinance amends the Official Zoning Map of the City to add all of 9210 Old Katy Freeway to the Freeway Planned Area Development District ("FPADD").
RECOMMENDATION:	Not Applicable
ATTACHMENTS:	- Proposed Ordinance Amending The City's Official Zoning Map To Add 9210 Old Katy Road to the Freeway Planned Area Development District ("FPADD") - Application for Zoning Change Request and Supporting Documents - Notice of Public Hearing and Mailing Labels - Zoning Change Sign Posting and Maintenance Affidavits
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: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Spring Valley Village, Texas adopted Ordinance No. 2005-18 on the 4th day of August, 2005; and

WHEREAS, the City adopted Ordinance No. 2013-14 on the 23rd day of July, 2013; and

WHEREAS, Ordinance No. 2005-18 and Ordinance No. 2013-14 created an overlay district named the Freeway Planned Area Development District ("FPADD") setting forth permitted uses and development standards for development of property within the FPADD; and

WHEREAS, TLM-SVMP II LLC is the owner of a 1.170 acre tract of land being out of Lot 17 and Lot 2 of the West Park Subdivision, Harris County, Texas located on the north side of Interstate Highway 10 between Adkins Road and Bade Street, further described in Exhibit "A," attached hereto (the "Property"); and

WHEREAS, the Property is currently located in the Dwelling District A zoning district; and

WHEREAS, TLM-SVMP II LLC has submitted an application to the City seeking to have the Property included in the FPADD overlay district; and

WHEREAS, the City Council finds that it is in the best interest of the citizens to add the Property to the FPADD overlay district on the Official Zoning Map of the City;

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 Official Zoning Map of the City is hereby amended to add a 1.170 acre tract of land being out of Lot 17 and Lot 2 of the West Park Subdivision, Harris County, Texas, located on the north side of Interstate Highway 10, between Adkins Road and Bade Street, the Property, further described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Freeway Planned Area Development District ("FPADD").

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. All rights and remedies of the City of Spring Valley Village are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending

in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. This Ordinance shall become effective upon passage, in accordance with law.

DULY PASSED, ADOPTED AND ORDAINED this _____ 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"

February 21, 2020

***1.1703 acres of land in the Thomas A. Hoskins Survey, Abstract No. 342,
City of Spring Valley Village, Harris County, Texas***

A FIELD NOTE DESCRIPTION of a 1.1703 acre (50,979 square feet) tract of land in the Thomas A. Hoskins Survey, Abstract No. 342, City of Spring Valley Village, Harris County, Texas; said 1.1703 acre tract being out of Lot 2, and 17, West Park Subdivision, according to the map or plat recorded in Volume 23, Page 10 of the Harris County Map Records, being that same tract of land conveyed to TLM-SVMP II LLC, as recorded in Harris County Clerk's File No. RP-2020-16994; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982642, 20090183741, and 20100314446 for the southeast corner of Unrestricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Unrestricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y011268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears South 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, North 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 60D nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, North 89° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

EXHIBIT "A"

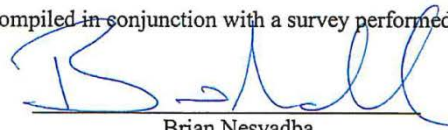
THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of $35^{\circ} 46' 52''$, a length of 15.61 feet, and a chord bearing South $18^{\circ} 34' 59''$ West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South $00^{\circ} 41' 22''$ West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North $88^{\circ} 40' 49''$ East - 135.01 feet;

THENCE, South $88^{\circ} 40' 49''$ West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1509-1
W:\1509-1_Tract.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



DIVIDER PAGE



SPRING VALLEY
VILLAGE

Community Development
City of Spring Valley Village

ZONING CHANGE APPLICATION

PROPERTY INFORMATION

Property Address: TBD-Site is located on the north side of Interstate 10 mid-block between Adkins Road and Bade Street

Legal Description:
1.170-Acre Tract Being Out of Lot 17, and Lot 2 in West Park Subdivision

Present District Zoning: Base District - Dwelling District A

Requested Zoning and Description:
Planned Area Development District FPADD - Freeway PADD (Ord. 2005-18)

OWNER INFORMATION

Name: TLM-SVMP II LLC

Phone#: 713-600-0802

Address: 110 E. Davis Street

City: McKinney

State: TX

Zip Code: 75069

APPLICANT/AGENT INFORMATION

Name: Steven Freeman

Phone#: 281-475-2817

Address: 1400 Woodloch Forest Drive, Ste 225

City: The Woodlands

State: TX

Zip Code: 77380

****If applicant is different than property owner a *Notarized Letter of Authorization* must be attached to the application**

PROPERTY OWNER/AGENT AUTHORIZATION

Property Owner Consent/Agent Authorization: By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Spring Valley Village officials to enter the property on official business as part of the application process.

Signature of Contractor/Authorized Agent

René Dubert

Printed Name

2/24/20

Application Date

FOR OFFICE USE ONLY

Zoning Change Number: _____

Date Submitted: _____

P&Z Meeting Date: _____

P&Z Recommendation: ☐ Approved ☐ Denied

Council Meeting Date: _____

Council Decision: ☐ Approved ☐ Denied

NOTE: Only complete applications shall be accepted and payment must be received at time of submission.

ZONING CHANGE APPLICATION REQUIREMENTS

Attach These Items With Completed Application:

- ☐ Letter stating applicant's reasons for request and other pertinent information
- ☐ Letter from property owner if different than the applicant
- ☐ Metes and bounds of the site and county slide number of plat (if recorded)
- ☐ \$500.00 Fee

Submit Immediately *AFTER* Notices Have Been postmarked:

- ☐ Sign & Address Affidavit

Bring these items to the Board of Adjustment Meeting:

- ☐ Return receipts of mailed notice, including envelopes that are returned

Who may request a Zoning Change request?

A Zoning Change may be requested by the owner of the property or another person having written, notarized authorization to act as the agent of the property owner.

How long does a Zoning Change request take?

Many factors influence the amount of time required to complete a Zoning Change request. A good estimate is 45-60 days from the date of application submittal. The Planning & Zoning Commission meets once a month on the second Tuesday of the month. City Council meets once a month on the fourth Tuesday of the month. Please ask staff to present you with a calendar of the upcoming meetings.

How do I submit a request?

The City of Spring Valley Village will supply the application form and staff will assist you in completing it. When several owners are involved, one person should be authorized (by notarized letter) to act as the signatory and applicant. Completed applications, with all required documents should be submitted to secretary@springvalleytx.com.

What is the filing deadline?

Proposals should be filed as soon as completed. Staff must meet certain publication deadlines in order to meet the Planning & Zoning Commission meeting dates. If required information is missing or in error, the proposal will be returned for completion and must be resubmitted in accordance with the filing deadline.

What is the cost of a Zoning Change request?

A non-refundable fee of \$500.00 must accompany a completed Zoning Change application. In some instances, staff, the Planning & Zoning Commission or City Council may require technical studies (engineering, noise, traffic, impact, etc.). The cost for these studies is borne by the applicant.

What is the purpose of the public hearings?

Zoning regulations are established to protect the public health, safety and general welfare of all citizens. The public hearing process gives all residents the opportunity to express how they feel the proposed changes could affect them positively or negatively.

Who should present the proposal at the public hearings?

The owner should be present at the public hearings. The owner, applicant or an agent may make the presentation to the Planning & Zoning Commission.

ZONING CHANGE APPLICATION REQUIREMENTS

Attach These Items With Completed Application:

- ☐ Letter stating applicant's reasons for request and other pertinent information
- ☐ Letter from property owner if different than the applicant
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February 24, 2020

Zachary Meadows
Director of Community Development
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

**RE: Applicant Letter – Summary of Reasons for Requests
SVMP II
Proposed Development Applications for the Proposed Redevelopment of the
1.170-Acre Tract Being Out of Lot 17, and Lot 2 in West Park Subdivision**

Dear Mr. Meadows,

On behalf of TLM-SVMP II LLC, owners of the 1.170-acre tract described in the supporting documents submitted with this letter, please allow this letter to serve as a summary of the reasons for our submittal of the following applications for the subject property:

1. Replat

- a. Purpose of Request – Create a 1.170-acre reserve for the subject site separate from the adjacent land retained by AT&T.

2. Zoning Change

- a. Purpose of Request – Change the base zoning of the subject site from the “Dwelling District A” Base District to the “Freeway PADD” Special District to properly reflect the existing use of the property as a commercial development. The Freeway PADD base zoning designation is also consistent with the base zoning designation of all adjacent land within the City that fronts Interstate 10 south of the existing sound barrier wall.

3. Planned Area Development (PAD) Amendment

- a. Purpose of Request – Amend Ordinance No. 2013-22 (previously amended by Ordinance 2014-13, Ordinance 2015-08 and Ordinance 2015-17), which establishes an existing Planned Area Development (PAD), as follows:
 - i. Add the subject 1.170-acre tract to the PAD
 - ii. Approve the development of a second building within the PAD to be located on the 1.170-acre area. The proposed second building will conform to the use, size/area, and height limits, when analyzed separately from the existing building, along with all other development criteria established in the existing PAD ordinance except for the following:
 - 1. Retail use will not be required in the second building within the PAD.

- iii. Approve 20-foot building line setbacks on the portions of the north and west property lines of the 1.170-acre tract that abut the 10-foot wide strip of land owned by the City of Spring Valley Village which contains the existing sound barrier wall. The resulting total setback from the property line of the adjacent residential lots to the building line setback on the subject site (including the 10-foot wide strip of land owned by the City) will be 30-feet, which is consistent with the setback required in the existing PAD from residential lots.
- iv. Approve the removal of existing landscaping behind the existing building within the PAD as noted on the site plan submitted with this current application. The removal of this existing landscaping is necessary to extend a fire lane behind the existing building to meet fire code requirements as coordinated with the Village Fire Department Fire Marshal, Rusty Kattner.

Please contact me at (281) 475-2817 or steven.freeman@kimley-horn.com should you need any additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Steven Freeman, P.E.

February 19, 2020

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

**Re: Applicant Authorization Letter
SVMP II
Proposed Development Applications for the Proposed Redevelopment of the
1.170-Acre Tract Being Out of Lot 17, and Lot 2 in West Park Subdivision**

To whom it may concern:

TLM-SVMP II LLC, owner of the 1.170-acre tract described in the attached metes and bounds description, hereby authorizes Kimley-Horn and Associates, Inc. to act as the applicant on our behalf on all development applications for the proposed redevelopment of this tract.

Sincerely,

TLM-SVMP II LLC

Signature: *Rene Joubert*

Name: *Rene Joubert*

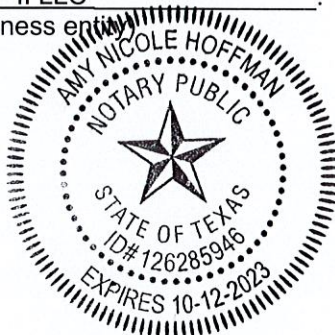
Title: *Manager*

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of February, 2020, by
Rene Joubert, as *Manager* of
(Name of acknowledging partner or officer) (Title)

TLM-SVMP II LLC
(Name of business entity)

(Seal)



Amy Nicole Hoffman
Notary Public in and for the State of Texas

DESCRIPTION OF SUBJECT TRACT

A 1.170 acre (50,976 sq. ft.) tract of land, more or less, being out of Lot 17, and Lot 2, in West Park Subdivision, recorded in Volume 23, Page 10, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING, at the northeast corner of Lot 17, in the west line of Bade Street;

THENCE, South 00°23'38" West, along the west line of Bade Street, a distance of 10.00 feet to a set "X";

THENCE, South 88°40'04" West, a distance of 137.78 feet to a set 5/8-inch iron rod marking the **POINT OF BEGINNING** of herein described tract;

THENCE, South 00°43'13" West, a distance of 226.03 feet to a set 5/8-inch iron rod with cap marking a point of curvature to the right;

THENCE, North 89°20'18" West, a distance of 10.79 feet to a set 5/8-inch iron rod with cap;

THENCE, South 00°39'43" West, a distance of 104.54 feet to a set 5/8-inch iron rod with cap at a point of curvature to the right;

THENCE, along said curve to the right, a length of 15.61 feet, a radius of 25.00 feet, a delta of 35°47'12", and a chord bearing South 18°33'19" West, a distance of 15.36 feet, to a set 5/8-inch iron rod with cap at a point of reverse curvature to the left;

THENCE, along said curve to the left, a length of 15.61 feet, a radius of 25.00 feet, a delta of 35°47'12", and a chord bearing South 18°33'19" West, a distance of 15.36 feet, to a set 5/8-inch iron rod with cap;

THENCE, South 00°39'42" West, a distance of 42.25 feet to a set 5/8-inch iron rod with cap;

THENCE, South 88°48'17" West, a distance of 115.85 feet to a found 5/8-inch iron rod with cap, being the southeast corner of a tract described to SV Physician Prop I, as recorded in H.C.C.F. Number 217982;

THENCE, North 00°25'45" East, a distance of 243.54 feet to a set "X";

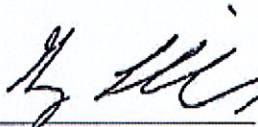
THENCE, North 88°43'56" East, a distance of 9.51 feet to a set "X";

THENCE, North 00°30'03" East, a distance of 157.46 feet to a set "X";

THENCE, North 88°40'04" East, a distance of 128.24 feet to the **POINT OF BEGINNING** and containing 1.170 acre of land, more or less.

This metes and bounds description was compiled in conjunction with a survey performed on the same date.

WITNESS my hand and seal this 17th day of December, 2019.


Georg Lardizabal
R.P.L.S. No. 6051
GGC Survey, PLLC
Firm No. 10146000
Tel: 832-729-7256



February 21, 2020

***1.1703 acres of land in the Thomas A. Hoskins Survey, Abstract No. 342,
City of Spring Valley Village, Harris County, Texas***

A FIELD NOTE DESCRIPTION of a 1.1703 acre (50,979 square feet) tract of land in the Thomas A. Hoskins Survey, Abstract No. 342, City of Spring Valley Village, Harris County, Texas; said 1.1703 acre tract being out of Lot 2, and 17, West Park Subdivision, according to the map or plat recorded in Volume 23, Page 10 of the Harris County Map Records, being that same tract of land conveyed to TLM-SVMP II LLC, as recorded in Harris County Clerk's File No. RP-2020-16994; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982642, 20090183741, and 20100314446 for the southeast corner of Unrestricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Unrestricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y011268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears South 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, North 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 60D nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, North 89° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

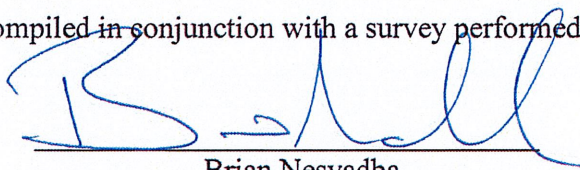
THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of $35^{\circ} 46' 52''$, a length of 15.61 feet, and a chord bearing South $18^{\circ} 34' 59''$ West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South $00^{\circ} 41' 22''$ West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North $88^{\circ} 40' 49''$ East - 135.01 feet;

THENCE, South $88^{\circ} 40' 49''$ West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1509-1
W:\1509-1_Tract.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



DIVIDER PAGE

**PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING**

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 14, 2020
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, April 28, 2020
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Director of Community Development, Zachary Meadows, at (713) 465-8308.

DIVIDER PAGE



EST. 1955
SPRING VALLEY
V I L L A G E

March 26, 2020

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of SVMP II, A Plot Containing 1.170 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 9210 Old Katy Road.

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Date: Tuesday, April 14, 2020

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Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

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Date: Tuesday, April 28, 2020

Time: 6:00 p.m.

Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 9210 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact Director of Community Development Zachary Meadows at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Roxanne Benitez, TRMC, CPM, CMC
City Secretary

Krouma Azzam
9210 Old Katy Road
Houston, Texas 77055

Southwestern Bell Telephone Co.
9210 Old Katy Road
Houston, Texas 77055

SV Physician Properties I LP
9230 Katy Freeway, Suite 500
Houston, Texas 77055

Krouma Azzam
218 Hayes
Irvine, California 92620-3727

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9210 OLD KATY ROAD
HOUSTON, TEXAS 77055

Southwestern Bell Telephone Co.
Attn: Property Tax Dept.
1010 Pine 9E-L-01
Saint Louis, Missouri 63101

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9210 OLD KATY ROAD
HOUSTON, TEXAS 77055

Ronald Stiger Sr.
1010 Adkins Road
Houston, Texas 77055

John & Janice Sullivan
1014 Adkins Road
Houston, Texas 77055

Ricki Lee Finstad
9201 Cardwell Drive
Houston, Texas 77055

Joseph Lopez
9205 Cardwell Drive
Houston, Texas 77055

Zack Raffoul
9209 Cardwell Drive
Houston, Texas 77055

Joan Claire Temple Living Trust
c/o Jon A Joseph, Trustee
1010 Bade Street
Houston, Texas 77055

Iraj & Lili Mahvash
1018 Bade Street
Houston, Texas 77055

Huong Le
1014 Bade Street
Houston, Texas 77055

Huong Le
17 Stonegate Drive
Houston, Texas 77024

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1014 BADE STREET
HOUSTON, TEXAS 77055

Southwestern Bell Telephone Co.
1015 Bade Street
Houston, Texas 77055

Southwestern Bell Telephone Co.
Attn: Property Tax Dept.
1010 Pine 9E-L-01
Saint Louis, Missouri 63101

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1015 BADE STREET
HOUSTON, TEXAS 77055

Spring Valley Calico LP
9198 Old Katy Road
Houston, Texas 77055

Spring Valley Calico LP
9190 Katy Freeway, Suite 101
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9198 OLD KATY ROAD
HOUSTON, TEXAS 77055

Krouma Azzam
218 Hayes
Irvine, California 92620-3727

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
9200 OLD KATY ROAD
HOUSTON, TEXAS 77055

C J Lamonte Jr.
P.O. Box 19897
Houston, Texas 77224-9897

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
0 BADE STREET
HOUSTON, TEXAS 77055

DIVIDER PAGE

COMMERCIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

A zoning sign is a sign erected on property for which a zoning case has been filed with the City, including, but not limited to, zoning changes, Specific Use Permits, Variances, or Special Exceptions. **The number of signs and the placement of signs shall be determined by the Building Official at the time of submittal.** It is the responsibility of the owner/project representative to contact the Building Department to verify the number and location of signs needed.

Property owners/applicants may use any sign company to meet zoning change sign criteria. To order zoning signs, the applicant should contact a sign company concerning sign creation and installation in the Building Official designated location(s).

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (713) 465-8308.

ADHERE TO THE FOLLOWING INSTRUCTIONS:

SIGNS DESIGN

- The sign shall be constructed in accordance with the City's design standards for zoning signs.
- Signs shall be a minimum of four (4) feet by four (4) feet.
- Must be two (2) sided ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
- Lettering shall be on both sides of the sign.
- Metal or wood posts shall be used.
- Must include the City of Spring Valley Village official logo with a minimum size of one (1) foot.
- Capital letters on that sign shall be no smaller than three (3) inches tall using the Bold Arial font style.
- The signs shall comply with the layout and dimensions on the attached Zoning Sign Design Diagram.

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest

public street with a notation indicating the location of the land subject to the application.

- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.
- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

- **The applicant shall erect the sign(s) on the property that is the subject of the application a minimum of fourteen (14) calendar days immediately preceding the date of the public hearing before the Planning & Zoning Commission ("Commission").**
- The applicant is responsible for maintaining the sign(s) on the property throughout the entire review process.
- A minimum of seven (7) calendar days prior to the public hearing before the Commission, the applicant shall file an affidavit, on a form provided by the City, with the Building Official verifying that the sign(s) was posted as required.

REMOVAL OF SIGNS

- **The applicant shall be responsible for removing the sign(s) from the property within seven (7) calendar days of the final action on the application by the City of Spring Valley Village.**

Preparer's Name: RENE JOUBERT Preparer's Signature: 

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the requested zoning case. Failure to remove zoning signs per the sign ordinance will result in a citation of \$500 per sign/per day until removed.

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. Date 20-02-25

Date of Planning and Zoning Commission Meeting: Tuesday, April 14, 2020

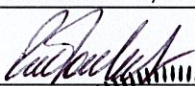
In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Rene Joubert hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at 9216 Old Katy Rd, Houston, TX 77055

Said sign(s) meet the specifications of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Posting of said signs was accomplished on Tuesday, March 31, 2020 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along Old Katy Rd and Katy Freeway

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

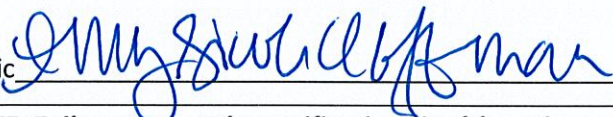
Executed this date: 03/31/2020

Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 3/31/2020

Notary Public





PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) fourteen (14) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: Verified by:

AFFIDAVIT OF ZONING CHANGE NOTIFICATION SIGN MAINTENANCE

(Re)Zoning Case No. Date 20-02-25

Date of City Council Meeting: Tuesday, April 14, 2020

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Rene Joubert hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 9216 Old Katy Rd, Houston, TX 77055

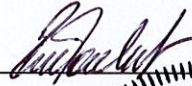
Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date March 31, 2020 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

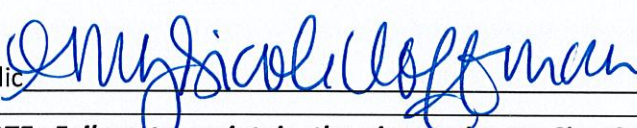
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change.

Executed this date: 03/31/2020

Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 3/31/2020

Notary Public 



PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: Verified by:

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

MEETING DATE: April 28, 2020

TOPIC:	ORDINANCE NO. 2020-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.
BACKGROUND:	In the previous agenda item, City Council held a public hearing concerning a proposed ordinance amending the Official Zoning Map of the City, by rezoning the property located at 9210 Old Katy Road from Dwelling District A to Freeway Planned Area Development District ("FPADD"). If approved, this Ordinance would implement the proposed revisions to the Official Zoning Map of the City of Spring Valley Village.
RECOMMENDATION:	On April 14, 2020, the Planning and Zoning Commission recommended approval of the Zoning Change
ATTACHMENTS:	- Ordinance No. 2020-XX - Recommendation from the Planning & Zoning Commission
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 ☐ YES ☐ NO	READING PASSED	OTHER
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ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Spring Valley Village, Texas adopted Ordinance No. 2005-18 on the 4th day of August, 2005; and

WHEREAS, the City adopted Ordinance No. 2013-14 on the 23rd day of July, 2013; and

WHEREAS, Ordinance No. 2005-18 and Ordinance No. 2013-14 created an overlay district named the Freeway Planned Area Development District ("FPADD") setting forth permitted uses and development standards for development of property within the FPADD; and

WHEREAS, TLM-SVMP II LLC is the owner of a 1.170 acre tract of land being out of Lot 17 and Lot 2 of the West Park Subdivision, Harris County, Texas located on the north side of Interstate Highway 10 between Adkins Road and Bade Street, further described in Exhibit "A," attached hereto (the "Property"); and

WHEREAS, the Property is currently located in the Dwelling District A zoning district; and

WHEREAS, TLM-SVMP II LLC has submitted an application to the City seeking to have the Property included in the FPADD overlay district; and

WHEREAS, the City Council finds that it is in the best interest of the citizens to add the Property to the FPADD overlay district on the Official Zoning Map of the City;

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 Official Zoning Map of the City is hereby amended to add a 1.170 acre tract of land being out of Lot 17 and Lot 2 of the West Park Subdivision, Harris County, Texas, located on the north side of Interstate Highway 10, between Adkins Road and Bade Street, the Property, further described in Exhibit "A," attached hereto and incorporated herein by this reference, to the Freeway Planned Area Development District ("FPADD").

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. All rights and remedies of the City of Spring Valley Village are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending

in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. This Ordinance shall become effective upon passage, in accordance with law.

DULY PASSED, ADOPTED AND ORDAINED this _____ 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"

February 21, 2020

*1.1703 acres of land in the Thomas A. Hoskins Survey, Abstract No. 342,
City of Spring Valley Village, Harris County, Texas*

A FIELD NOTE DESCRIPTION of a 1.1703 acre (50,979 square feet) tract of land in the Thomas A. Hoskins Survey, Abstract No. 342, City of Spring Valley Village, Harris County, Texas; said 1.1703 acre tract being out of Lot 2, and 17, West Park Subdivision, according to the map or plat recorded in Volume 23, Page 10 of the Harris County Map Records, being that same tract of land conveyed to TLM-SVMP II LLC, as recorded in Harris County Clerk's File No. RP-2020-16994; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a 5/8-inch iron rod with cap stamped "Cobb Fendley" found in the north right-of-way line of Interstate Highway No. 10 (Old Katy Road) (width varies), as recorded in Harris County Clerk's File Nos. Y978267, Y982642, 20090183741, and 20100314446 for the southeast corner of Unrestricted Reserve "A", Block 1, Adkins Corner, according to the map or plat recorded in Film Code No. 637155 of the Harris County Map Records and for the southwest corner of this tract;

THENCE, North 00° 24' 01" East - 243.41 feet with the east line of said Unrestricted Reserve "A" and with the west line of said Lot 2 to a 5/8-inch iron rod with cap found for a southwest corner of a 0.0996 acre tract of land conveyed to The City of Spring Valley, Texas, as recorded in Harris County Clerk's File No. Y011268 and for a northwest corner of this tract; from which a 1/2-inch iron rod found bears South 59° 36' 20" West - 0.44 feet;

THENCE, North 88° 45' 36" East - 9.74 feet with a south line of said 0.0996 acre tract to a cut "x" found for a southeast corner of said 0.996 acre tract and for an interior corner of this tract;

THENCE, North 00° 31' 43" East - 157.49 feet with an east line of said 0.0996 acre tract to a point for an interior corner of said 0.0996 acre tract and for a northwest corner of this tract;

THENCE, North 88° 41' 44" East - 128.25 feet with a south line of said 0.0996 acre tract to a 60D nail found for the northeast corner of this tract; from which a 5/8-inch iron rod with cap found bears North 88° 41' 44" East - 137.93 feet;

THENCE, South 00° 44' 53" West - 226.03 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap found for a southeast corner of this tract;

THENCE, North 89° 18' 38" West - 10.79 feet with a south line of said TLM-SVMP II LLC tract to a cut "x" found for an interior corner of this tract;

THENCE, South 00° 41' 23" West - 104.54 feet with the east line of said TLM-SVMP II LLC tract to a cut "x" found for the point-of-curvature of a curve to the right;

THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with said curve to the right having a radius of 25.00 feet, a central angle of 35° 46' 52", a length of 15.61 feet, and a chord bearing South 18° 34' 59" West - 15.36 feet to a cut "x" found for a point-of-reverse-curvature;

EXHIBIT "A"

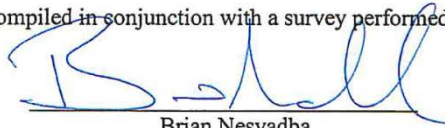
THENCE, in a southwesterly direction with the east line of said TLM-SVMP II LLC tract and with a curve to the left having a radius of 25.00 feet, a central angle of $35^{\circ} 46' 52''$, a length of 15.61 feet, and a chord bearing South $18^{\circ} 34' 59''$ West - 15.36 feet to a cut "x" found for a point-of-tangency;

THENCE, South $00^{\circ} 41' 22''$ West - 41.81 feet with the east line of said TLM-SVMP II LLC tract to a 5/8-inch iron rod with cap stamped "TEAM" set in the north right-of-way line of said Interstate Highway No. 10 for a southeast corner of this tract; from which a TXDOT disc found bears North $88^{\circ} 40' 49''$ East - 135.01 feet;

THENCE, South $88^{\circ} 40' 49''$ West - 115.85 feet with the north right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 1.1703 acres (50,979 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING CO.
Civil Engineers - Land Surveyors
Stafford, Texas
Firm Registration No. 10119000
Job No. 1509-1
W:\1509-1_Tract.docx


Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776



DIVIDER PAGE



**SPRING VALLEY
VILLAGE**

**PLANNING & ZONING
COMMISSION
VOTING FORM**

DATE: APRIL 14, 2020

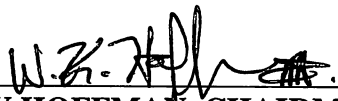
AGENDA ITEM #6:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2020-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING THE CITY'S OFFICIAL ZONING MAP TO ADD A 1.170 ACRE TRACT OF LAND BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 10 BETWEEN ADKINS ROAD AND BADE STREET TO THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT ("FPADD") AND PROVIDING A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
CHARLIE CALDERWOOD			✓		
TREY HOFFMAN			✓		
PATRICK JOHNSON			✓		
MARYELLEN MCGLOTHLIN			-		
ANNE-MARIE MCMICHAEL	✓		✓		
LOUISE RICHMAN			✓		
AMY WINSTEAD			✓		
JOHN LISENBY, ALTERNATE		✓	✓		

MOTION CARRIED 7

MOTION DENIED 0



**TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION**

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

MEETING DATE: April 28, 2020

TOPIC:	Authorizing One-Time COVID-19 Pay for Police and Public Works Department Employees.
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BACKGROUND:	With the ongoing COVID-19 response, there has been discussion about the possibility of authorizing a one-time COVID-19 Pay for Police Department Employees. The amount of the payment per full-time employee that has been discussed is between \$1,000.00 and \$2,000.00. In addition to the Police Department employees, I would encourage the Council to include the Public Works Department Employees since they have also been designated as first responders. Since first responders are essential employees and provide essential services, they are not able to do now what they would normally would be able to do. Our first responders must remain available at all times to serve solely the Police Department and the Public Works Department. No vacations are being authorized for either Department. Both Departments have been assisting each other throughout the response. Unlike City administrative employees, our first responders are dealing with the elements and continuing exposure to the public as they undertake their Departmental responsibilities in responding to various issues stemming from COVID-19. In the event the Council decides to move forward with such a payment, the total expenditure would range from \$32,000.00 to \$66,000.00 depending on the amount to be paid. • Police Department would be \$24,000.00 to \$50,000.00 [24 full-time and 2 part-time employees (suggest 50% of pay for full-time employees)] • Public Works Department would be \$8,000.00 to \$16,000.00 [8 employees] This one-time expense could be funded out of the FY 2018-2019 Unassigned Fund Balance.
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RECOMMENDATION:	Staff requests direction as to how the Council wishes to proceed.
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ATTACHMENTS:	• None
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$32,000 to \$66,000_ from unassigned fund balance will be used and added to Acct/Project# _xx-xx-4017_
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**Spring Valley Village City Council
Agenda Item Data Sheet**

☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL:  

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

MEETING DATE: April 28, 2020

TOPIC:	Status of City's Fiscal Year 2019-2020 Budget and Fiscal Year 2020-2021 Budget Preparation.
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BACKGROUND:	<u>Status of Fiscal Year 2019-2020 Budget</u>
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With the ever-changing environment, City Treasurer Michelle Yi and I have been monitoring closely the City's FY 2019-2020 Budget and particularly our major revenue sources. As of April 23, 2020, the City is approximately 58% through the fiscal year. A Revenue & Expenditure Report Summary as of April 23, 2020 for the General Fund and the Utility Fund is provided with this agenda item.

- In the General Fund, we have collected approximately 77% of our budgeted revenues, and our budgeted expenditures are just under 53%.

There is no doubt that COVID-19 has impacted some of the City's revenues – particularly Municipal Court Fines and Fees and Interest Income. We are currently projecting a minimum loss in Municipal Court Fines and Fees of \$78,947.00 for March and April. With the rescheduling of Court sessions in March, April and May, job losses affecting defendants, and few, if any, new citations coming through, the fine and fee payments have been significantly reduced. Court Administrator Sharell Grant has publicized the online payment option for defendants, and we are evaluating other options for increasing payments by defendants to help mitigate the losses.

Interest Income is anticipated to be at least 40% less than budgeted as a result of the drop in interest rates; however, we are uncertain as to the amount. The City has earned approximately \$61,700 in interest to date (56% of the budgeted amount).

One revenue source that appears to be low is sales taxes, but receipt of sales tax revenues is delayed by approximately 60 days. Consequently, the City has only received sales tax revenues for October through February. Based on comparing the collections for the same time period last year, the City is less than 1% below last year's collections. What we will not know is whether and how much the sales tax revenues will be down for March and April. While our restaurants were required to scale back, Home Depot and Spec's continued to do strong business in both March and April, so the actual impact to the City's sales tax revenues is yet to be seen. We will not have information for March and April until mid-May and mid-June, respectively.

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

- In the Utility Fund, we have collected approximately 43% of our budgeted revenues, and our budgeted expenses are just under 70%.

Though the revenues appear to be low, this is artificial. The utility billing cycles do not match the end of a month; therefore, the utility consumption for April have not yet been included. Additionally, the winter months are usually low consumption. At this time, the City is not experiencing problems with utility customers not paying their bills.

Despite the revenue fluctuations in the City's budget, the City is in a good position to handle these fluctuations due to the following:

- The City has been conservative when budgeting its revenues. For FY 2020, we budgeted excess revenues of \$44,026 which will help offset some losses.
- Within the annual budget, the City makes decisions annually on the amount of funds to transfer from the General Fund to the CIP Fund for cash-funded capital projects. In the FY 2020 budget, the budgeted transfer to the CIP Fund is \$819,286.00.
- The City has strong reserves in place. As a reminder, the City has a reserve of 120 days of operating expenses at all times (currently \$2.26 million). Additionally, as of March 31, 2020, the City has approximately \$3.5 million in Unassigned Fund Balance that is available for use if needed. We will provide Council with an updated breakdown of the General Fund Fund Balance during the April 28 meeting.

Fiscal Year 2020-2021 Budget Preparation

- **Proposed FY 2020-2021 Budget Calendar**

Since we are starting to develop the proposed FY 2020-2021 budget, a Proposed FY 2020-2021 Budget Calendar, a copy of which is included with this agenda item, has been developed and is presented to the Council for review, feedback and approval.

The Proposed Budget Calendar has been developed to meet all State deadlines, and, to the greatest extent possible, Budget Workshops have been scheduled for regular Council meeting

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

dates. In order to ensure that the Council has enough time to review the proposed budget over several meetings, we propose that Council consider adding a Budget Workshop at 5:00 pm on June 23 which is a regularly scheduled Council meeting.

We would also like to discuss the possibility of rescheduling the July 28 regular Council meeting to either July 14 or July 21 and adding a Budget Workshop at 5:00 p.m. for whichever date is ultimately selected.

Additional meeting dates outside of regular Council meeting dates that are proposed are:

- **Tuesday, September 8, 2020 at 6:00 pm** – First public hearing on the proposed FY 2021 tax rate.
- **Tuesday, September 15, 2020 at 6:00 pm** – Second public hearing on the proposed FY 2021 tax rate.

Staff requests feedback on and/or approval of the Proposed Budget Calendar and particularly the additional dates and times that have been included to ensure a quorum of Council will be in attendance.

- **Review of and Potential Modifications to City's Residential Property Tax Exemptions**

During the Budget Workshops last year, City Treasurer Michelle Yi and I advised the Council that we would be reviewing the City's residential property tax exemptions to determine whether there might be an opportunity to consider modifying the exemptions for FY 2021. Since the City must notify Harris Central Appraisal District of any changes to exemptions before the end of May, it was too late for the Council to make any modifications for FY 2019-2020.

The City is already at the statutory maximum limit of 20% for the residential homestead exemption, so there is no opportunity for modification for this exemption. Consequently, the two residential property tax exemptions that could be considered are the Over 65 and Disabled exemptions. These two exemptions are based on dollar amount set by the City, and the Council has flexibility to adjust them. The current Over 65 Exemption is \$20,000.00, and the current Disabled Exemption is \$20,000.00.

Ms. Yi has run an estimate of the property tax revenue impact that would result from doubling both the Over 65 and Disabled exemptions (\$40,000 each), a copy of which is provided with this

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

agenda item. Doubling each of the exemptions would result in an estimated decrease of property tax revenues of \$37,506.31 for the City. However, during this time of uncertainty, the reduction in one of our resident's property tax bills could make a difference for them.

If the Council wishes to modify the Over 65 and Disabled residential property tax exemptions, it must do so no later than the May 19 Council meeting so the City may notify Harris Central Appraisal District before May 31.

Staff requests direction from the Council concerning whether it wishes to modify the Over 65 and Disabled residential property tax exemptions, and, if so, the amount to establish for each.

- **Possible Purchase of Two Police Vehicles Planned for FY 2021 in FY 2020 and Including Two Police Vehicles in FY 2021 Budget**

Each year, the Police Department budgets the replacement of 3-4 vehicles in order to ensure that the fleet is continually maintained. Chief Evans was anticipating budgeting for the replacement of 4 vehicles in the FY 2021 budget. However, he would like to proceed with the purchase of 2 of the 4 replacement vehicles now (during FY 2020) in order to insure that the City has two extra vehicles to utilize in the event that there are any issues with the current vehicles. He would then budget for two replacement vehicles in the FY 2021 budget.

A replacement vehicle with all of the required equipment costs approximately \$70,000. If the Council wishes to proceed with the purchase of two replacement vehicles at this time, the anticipated costs of \$140,000.00 could be funded out of the 2018-2019 Unassigned Fund Balance.

RECOMMENDATION: See Staff requests for direction outlined above.

ATTACHMENTS:

- Revenue & Expenditure Report Summary as of April 23, 2020 for the General Fund and the Utility Fund
- Proposed FY 2020-2021 Budget Calendar
- Potential Modifications to Over 65 and Disabled Residential Property Tax Exemptions

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

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

added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL:  

DIVIDER PAGE

SPRING VALLEY VILLAGE
REVENUE EXPENDITURE REPORT SUMMARY (UNAUDITED)
AS OF: APRIL 23, 2020

DEPARTMENT	2020 CURRENT BUDGET	YEAR TO DATE ACTUAL	BUDET BALANCE	% YTD BUDGET
General Fund				
SALES TAXES AND FRANCHISE FEES	1,605,900	760,697	845,203	47.37%
PROPERTY TAXES	4,632,000	4,511,555	120,445	97.40%
FEES AND CHARGE	520,150	302,654	217,496	58.19%
MUNICIPAL COURT	434,700	165,301	269,399	38.03%
MISC REVENUE	153,600	124,834	28,766	81.27%
LOAN PAYMENT FROM UF	21,005	-	21,005	0.00%
OTHER AGENCIES	1,150,745	730,188	420,557	63.45%
TOTAL GENERAL FUND REVENUE	8,518,100	6,595,230	1,922,870	77.43%
COUNCIL	8,520	1,221	7,299	14.33%
ADMINISTRATION	940,037	423,905	516,131	64.91%
CONTRACTUAL SERVICES	777,997	426,948	351,050	42.23%
FIRE DEPARTMENT	1,090,991	607,242	483,749	48.99%
MUNICIPAL COURT	294,289	111,706	182,583	64.79%
PARK	96,873	99,965	(3,092)	-3.39%
POLICE DEPARTMENT	3,436,892	1,932,398	1,504,494	44.44%
STREET	558,476	200,769	357,707	65.98%
TOTAL DEPT EXPENDITURES	7,204,074	3,804,153	3,399,922	52.81%
REVENUE OVER/(UNDER) EXPENDITURES BEFORE INTER-FUND TRANSFERS	1,314,026			
Transfer Out				
Transfer to CIP	819,286	-	819,286	0.00%
Transfer to Debt Services	450,713	-	450,713	0.00%
Transfer to Utility Fund	-			
TOTAL TRANSFER OUT	1,269,999		1,269,999	0.00%
TOTAL GENERAL FUND EXPENDITURES	8,474,074	3,804,153	4,669,921	44.89%
REVENUE OVER/(UNDER) EXPENDITURES AFTER INTERFUND TRANSFER	44,026	2,791,077		

SPRING VALLEY VILLAGE
REVENUE EXPENDITURE REPORT SUMMARY (UNAUDITED)
AS OF: APRIL 23, 2020

DEPARTMENT	2020 CURRENT BUDGET	YEAR TO DATE ACTUAL	BUDET BALANCE	% YTD BUDGET
Utility Fund				
FEES AND CHARGE	2,670,000	1,122,021	1,547,979	42.02%
MISC REVENUE	68,800	46,921	21,879	68.20%
TOTAL UTILITY FUND REVENUE	2,738,800	1,168,942	1,569,858	42.68%
UTILITY ADMINISTRATION	781,985	380,835	401,150	48.70%
DEBT SERVICES	500,750	53,729	447,021	10.73%
WATER WORKS	574,335	159,165	415,170	27.71%
SEWER DEPARTMENT	874,432	284,802	589,630	32.57%
GARBAGE	-	-	-	-
TOTAL UTILITY FUND OPERATION EXPENSES	2,731,502	878,531	1,852,971	69.82%
REVENUE OVER/(UNDER) OPERATION EXPENSES	7,298	290,411		
SOURCE OF FUNDING FOR UF CIP				
TRANSFER FROM GENERAL FUND		73,196	(73,196)	
BOND PROCEEDS (TWDB 2018)	1,160,000	1,267,630	(107,630)	-9.28%
TOTAL FUNDING FOR CIP	1,160,000	1,340,826	(180,826)	-15.59%
CIP	1,160,000	1,300,789		
CIP ENDING FUND BALANCE	-	40,037		

DIVIDER PAGE



PROPOSED BUDGET CALENDAR

FISCAL YEAR 2020-2021

April 28	Proposed Preliminary Budget Calendar Presented to City Council
May 11	Departments Notified Budget Preparation Documents are Available on Shared Drive.
June 2	Deadline for Departments to Load Base Budget and Budget Detail Sheets and Unfunded Supplemental Requests on Shared Drive.
June 8 - 12	Departmental Budget Review Sessions with City Administrator & City Treasurer (As Needed)
June 23	Initial Budget Workshop with City Council during Regular Council Meeting (NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Schedule Council Meeting)
July 28	Budget Workshop with City Council during Regular Council Meeting (NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Schedule Council Meeting)
August 13	Proposed Budget Filed With City Secretary and Posted to City Website (Local Govt. Code §102.005 (before 30 th day before tax rate adopted)) Deadline for Chief Appraiser to Certify Tax Rolls to Taxing Units Tax Assessor to Calculate Effective Tax & Rollback Tax Rates
August 19	City Secretary Sends Property Tax Rate Public Hearing and Effective & Rollback Tax Rates, Statement and Schedules to Newspaper
August 25	Budget Workshop with City Council To Review Revised Proposed Budget & Proposed Tax Rate (As Needed) During Regular Council Meeting Establish Proposed Tax Rate; Take Record Vote and Schedule Public Hearings on and Adoption Date for Budget and Tax Rate

August 26

Publish Notice of Public Hearings on Tax Rate

(Depends on when we will receive the Certified Roll from HCAD and Results of rates calculations)

(only applies if tax rate will exceed the lower of the rollback rate or effective tax rate) (*Property Tax Code §26.05(d)*)

(*Property Tax Code §26.06(a) and Local Govt. Code §140.010, no less than 7 days' notice before hearing on tax rate increase – Not be smaller than one-quarter page notice in newspaper and on City website*)

Publication of Effective & Rollback Tax Rate, Statement & Schedules

(*Property Tax Code §26.06*)

Continuous Internet Notice of Tax Rate Hearings Begins

(only applies if tax rate will exceed the lower of the rollback rate or effective tax rate)

(*Property Tax Code §26.06(c)*)

Sept 2

Publish Notice of Public Hearing on Proposed Budget

(*Local Govt. Code §102.0065, Section (c) not earlier than the 30th or later than the 10th day before the date of the hearing*)

Sept 3

72-hour notice for first public hearing (Open Meetings Notice)

Sept 8

First Public Hearing On Proposed Tax Rate

(NOTE: This is a Special Council Meeting on Tuesday at 6:00 PM)

(Only applies if tax rate will exceed the lower of the rollback rate or effective tax rate)

Property Tax Code §26.06(d) after each hearing the governing body shall give notice of the meeting at which it will vote on the proposed tax rate

Schedule And Announce Second Public Hearing If Necessary

Property Tax Code §26.06 (a) & (e) (at least 3 days after 1st public hearing)

Approve FY 2021 Certified Appraisal Roll

Acceptance Of Effective And Rollback Tax Rates

Sept 10

72-hour notice for second public hearing (Open Meetings Notice)

Sept 15

Second Public Hearing On Proposed Tax Rate

(Only applies if tax rate will exceed the lower of the rollback rate or effective tax rate)

(NOTE: This is a Special Council Meeting on Tuesday at 6:00 PM)

Property Tax Code §26.06(d) after each hearing the governing body shall give notice of the meeting at which it will vote on the proposed tax rate

Sept 17

72-hour notice for meeting to adopt tax rate (Open Meetings Notice)

Sept 22

Council Holds Public Hearing On Proposed Budget

Local Govt. Code §102.006(b)

Council Adopts FY 2020-2021 Budget And Adopts Tax Rate

(Separate actions with budget being adopted prior to tax rate)

*****ATTENDANCE IS IMPERATIVE*****

Local Govt. Code §102.007 (Adopt by Sept. 30 or within 60 days of receiving certified appraisal roll, whichever is later)

Property Tax Code §26.06 (e) The meeting to vote on the tax increase may not be earlier than the third day or later than the 14th day after the date of the second public hearing.

- Sept 22** Adopted Budget Filed With City Secretary And Harris County Clerk
Local Govt. Code §102.008
- Sept 23** Filing And Distribution Of Adopted Budget
- Oct 1** **Begin New Fiscal Year**

DIVIDER PAGE

City of Spring Valley Village
Potential Modifications to Over 65 and Disabled Property Tax Exemptions

	Current Exemption		Proposed Exemption	
	O65 Optional Amount	Disability Options	O65 Optional Amount	Disability Options
	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
Estimated Exemption				
\$\$	\$ 8,034,986.00	\$ 60,000.00	\$ 16,800,000.00	\$ 120,000.00
Current Tax Rate	0.425	0.425	0.425	0.425
Accounts	407	3	420	3
Property Tax Revenue				
Generated	\$ 34,148.69	\$ 255.00	\$ 71,400.00	\$ 510.00
Estimated Property Tax Revenue Impact			\$ 37,251.31	\$ 255.00

*** City must notify HCAD of any changes to property tax exemptions by end of May***

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

MEETING DATE: April 28, 2020

TOPIC: Ordinance No. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ORDINANCE NUMBER 2000-21, CODIFIED AS ARTICLE 11.700, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; ADOPTING A NEW ARTICLE 11.700, DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY A VIOLATION OCCURS; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: A Drought Contingency Plan contains regulations adopted by a city to implement when drought conditions exist or when the City experiences periods of water shortages or emergencies. Once activated, violations of the regulations may be enforced by the City. A Water Conservation Plan, on the other hand, is a set of policies established by the City to ensure water efficiency within the continuous operations of the water system.

In 2000 by Ordinance No. 2000-21, the City of Spring Valley Village adopted a combination of a Drought Contingency Plan and a Water Conservation Plan, and such Ordinance was codified as Article 11.700, Water Conservation and Drought Contingency Plan, of Chapter 11, Utilities and Solid Waste, of the Code of Ordinances. Since the adoption of the Water Conservation and Drought Contingency Plan, the requirements of State law and the Texas Commission on Environmental Quality ("TCEQ") related to drought contingency plans have changed, and it is necessary for the City to update its regulations to incorporate all of the changes and separate out the water conservation plan. Please note that an updated Water Conservation Plan will be submitted for Council consideration in either May or June.

Retail public water suppliers with less than 3,300 connections must prepare and adopt an updated Drought Contingency Plan and make the Plan available for inspection by TCEQ. The City is not required to submit the Drought Contingency Plan to TCEQ.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

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

The proposed Ordinance would replace Section 11.700 in its entirety with the updated Drought Contingency Plan attached as Exhibit "A". As required by State law and TCEQ, the updated Drought Contingency Plan is consistent with the approved regional water plan, identifies quantified target goals, and incorporates the model drought contingency program developed by TCEQ for cities like Spring Valley Village.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS: • Ordinance No. 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# _____

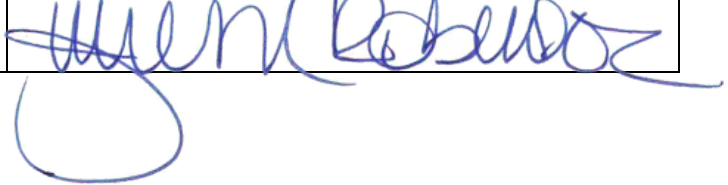
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Pat Riley, Director of Public Works

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

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

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ORDINANCE NUMBER 2000-21, CODIFIED AS ARTICLE 11.700, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; ADOPTING A NEW ARTICLE 11.700, DROUGHT CONTINGENCY PLAN, OF CHAPTER 11, UTILITIES AND SOLID WASTE, OF THE CODE OF ORDINANCES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY A VIOLATION OCCURS; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on October 24, 2000, by Ordinance No. 2000-21, the City of Spring Valley Village, Texas, adopted a Water Conservation and Drought Contingency Plan to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions; and

WHEREAS, Ordinance No. 2000-21 was codified as Article 11.700, Water Conservation and Drought Contingency Plan, of Chapter 11, Utilities and Solid Waste, of the Code of Ordinances of the City of Spring Valley Village; and

WHEREAS, since the adoption of the City's Water Conservation and Drought Contingency Plan in 2000, there have been changes in applicable laws, rules, regulations, standards and guidelines; and,

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Spring Valley Village to repeal Ordinance No. 2000-21 codified as Article 11.700, Water Conservation and Drought Contingency Plan, of Chapter 11, Utilities and Solid Waste, of the Code of Ordinances of the City and to amend Chapter 11 by the adoption of an updated drought contingency plan as presented below; and

WHEREAS, the City Council further finds that the updated drought contingency plan has been prepared in accordance with all applicable laws, rules, regulations, standards and guidelines and is adequate to provide effective means for drought management within the City limits of the City of Spring Valley Village.

NOW, THEREFORE,

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

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

Section 2. Ordinance No. 2000-21, duly passed and approved by the City Council of the City of Spring Valley Village, Texas on October 24, 2000, and codified as Article 11.700, Water Conservation and Drought Contingency Plan, of Chapter 11, Utilities and Solid Waste, of the Code of Ordinances of the City is hereby repealed in its entirety.

Section 3. Chapter 11, Utilities and Solid Waste, is hereby amended by the adoption of a new Article 11.700, Drought Contingency Plan, to read as reflected in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

Section 6. All rights and remedies of the City of Spring Valley Village are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

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

Section 8. This ordinance shall be effective immediately upon adoption and publication of this ordinance or a caption that summarizes the purpose of this ordinance and the penalty for violating this ordinance in every issue of the official newspaper for two

days, or one issue of the newspaper if the official newspaper is a weekly paper, in accordance with section 52.011 of the Texas Local Government Code.

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

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”
TO
ORDINANCE NUMBER 2020-XX

Spring Valley Village Drought Contingency Plan



Retail public water suppliers with **less than 3,300 connections must prepare and adopt** an updated drought contingency plan and make the plan available for inspection by TCEQ, but they are **not required to submit plans to TCEQ**. For municipal water systems, adoption would be by the city council as an ordinance.

Name:	City of Spring Valley Village	
Address:	1025 Campbell Road, Spring Valley Village, TX 77055	
Telephone Number:	(713) 465-8308	Fax: (713) 461-7969
Water Right No.(s):	N/A	
Regional Water Planning Group:	H	
Form Completed by:	Doug Bradford, P.E.	
Title:	Project Manager	
Person responsible for implementation:	Pat Riley	Phone: (713) 465-8308
Signature:		Date: April 28, 2020

§11.701 – Introduction – Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities during periods of water shortages, droughts or emergency's, in particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Spring Valley Village has adopted the following regulations and restrictions on the delivery and consumption of water during periods of water shortages, droughts or emergency's.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 11.711 of this Plan.

§11.702 - Authorization

The Mayor of the City of Spring Valley Village or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Mayor of the City of Spring Valley Village or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

§11.703 - Criteria for Initiation and Termination of Drought Response Stages

The Mayor of the City of Spring Valley Village or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached.

Utilization of alternative water sources and/or alternative delivery mechanisms:

Alternative water source(s) for the City of Spring Valley Village is provided through three (3) available inter-connections with City of Houston for purchased surface water.

§11.704 - Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Spring Valley Village.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;

- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

§11.705 - Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Spring Valley Village. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

§11.706 - Public Involvement

An opportunity for the public to provide input into the preparation of the Plan was provided by posting a notice of the City Council Meeting scheduled to approve an ordinance adopting the Drought Contingency Plan:

Date: April 28, 2020

Time: 6:00 p.m.

Place: 1025 Campbell Rd. Houston, Texas, 77005-7495

City Hall Council Chambers

§11.707 - Public Education

The City of Spring Valley Village will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan

is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of:

- Posting of the Plan directly to the City's website and electronic media;
- Links to water conservation and drought management information sources posted to the City's website;
- Direct mailings of brochures or newsletters describing water conservation tips for outdoors and irrigation usage, as well as indoors and retrofitting water conservation devices for all water fixtures.
- Public and civic organization meetings;
- Published on electronic media concerning water conservation;
- Posters and public displays;
- Distribute to new and or existing customers a water conservation package upon change of service, new service installation, or in general when the customer pays their bill.

§11.708 - Coordination with Regional Water Planning Groups

The service area of the City of Spring Valley Village is located within the Region H and the City of Spring Valley Village has provided a copy of this Plan to the Region H.

§11.709 - System Supply Strategy

The water system for the City of Spring Valley Village is supplied with a combination of self-supplied well water and surface water from the City of Houston. The well water is supplied by water wells owned and operated by Spring Valley Village, and this water can safely supply our annual daily average. The surface water supply is through a purchase agreement with the City of Houston, Texas, and this water can safely supply our daily annual average. Drought or emergency limitations on either of these supplies during peak pumping seasons may cause implementation of water usage restrictions. Utilization of alternative water sources and/or alternative delivery mechanisms for the City of Spring Valley Village is provided through three (3) available inter-connections with City of Houston for purchased surface water.

§11.7010 - Triggers and Response Stages

The City will communicate voluntary water conservation concepts and tips each year. If supply or demand triggers are met, the City will initiate the appropriate elevated stage of restrictions. The City shall notify the Texas Commission on Environmental Quality any time that Stage 2 or Stage 3 is initiated with regard to the rule for notification when mandatory restrictions are activated. The Mayor of the City of Spring Valley Village, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis

and, in accordance with the triggering criteria set forth in this Plan, shall determine that a mild, moderate, or severe water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The Mayor of the City of Spring Valley Village or his/ her designee shall notify the public by means of:

- Publication in a newspaper of general circulation; or,
- Publication on City website and electronic media; or,
- Posting of signs in appropriate locations in the City.

Additional Notification:

The Mayor of the City of Spring Valley Village or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- TCEQ (when mandatory restrictions are imposed)
- Major water users (at Drought Stage 2)

The following trigger conditions indicate when drought contingency measures will be in effect. Trigger conditions will be set for mild, moderate, and severe conditions.

Voluntary Water Conservation and Awareness Year Round

Water customers are encouraged to practice water conservation year round. The City will promote water conservation through public announcements and customer awareness programs of water conservation and to encourage the most efficient use of water.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in §11.704 - Definitions, when Average Daily Water Usage reaches 1.3 million gallons per day for three (3) consecutive days (70% of plant capacity). Consideration will be given to weather conditions, time of year, and customer complaints of low water pressure. The City of Houston initiates voluntary water restrictions Demand- or Capacity-Based Triggers.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 14 consecutive days or if the City determines Termination is appropriate and a recurrence of the trigger conditions is unlikely to occur.

Stage 1 Response – MILD Water Shortage Conditions

Target: Achieve a voluntary 5 percent reduction in total water usage.

Best Management Practices for Supply Management:

The City will discontinue flushing of water mains and make preparations for possible activation of additional inter-connection points with City of Houston.

Voluntary Water Use Restrictions for Reducing Demand:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 6:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the City of Spring Valley Village shall adhere to water use restrictions prescribed for Stage 1 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.
- (d) All customers will be notified by placing a notice on the City's website and electronic media and other means identified necessary.

Stage 2 Triggers – MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when Average Daily Water Usage reaches 1.5 million gallons per day (80% of plant capacity) for three consecutive days.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 14 consecutive days. Upon termination of Stage 2, Stage 1, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 2 Response – MODERATE Water Shortage Conditions

Target: Achieve a 10 percent reduction in total water usage.

Best Management Practices for Supply Management:

The City will limit water use by discontinuing flushing of water mains and irrigation of public landscape areas and parks. The public will be notified through the local news media and City's website. Major commercial water users will be notified of the situation and request voluntary water use restrictions.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to:

Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8)

Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9)

Irrigation of landscaped areas is further limited to the hours of midnight until 6:00 a.m. and between 8:00 p.m. to midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of midnight until 6:00 a.m. and between 8:00 p.m. to midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designated watering days between the hours of midnight to 6:00 a.m. and between 8 p.m. to midnight.

- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Spring Valley Village.
- (f) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (g) The following uses of water are defined as non-essential and are prohibited:
 - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. use of water for dust control;
 - 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Triggers – SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when Average Daily Water Usage reaches 1.6 million gallons per day (85% of plant capacity) for two consecutive days; or when the imminent or actual failure of a major component of the system which would cause a reduction in production capacity has occurred; or when contamination of the supply source, water well or storage tanks has occurred.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 14 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative.

Stage 3 Response – SEVERE Water Shortage Conditions

Target: Achieve a 15 percent reduction in total water usage.

Best Management Practices for Supply Management:

Mandate immediate reduction of customer water consumption. The public will be notified through the local news media and City's website.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) All outdoor water use, including irrigation of landscaped areas and car washing, is absolutely prohibited.
- (b) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Triggers – Critical Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when Average Daily Water Usage reaches 1.6 million gallons per day (85% of plant capacity) for two consecutive days; or when the imminent or actual failure of a major component of the system which would cause a reduction in production capacity has occurred; or when contamination of the supply source, water well or storage tanks has occurred.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 14 consecutive days. Upon termination of Stage 3, Stage 2, or the applicable drought response stage based on the triggering criteria, becomes operative

Stage 4 is designed to take significant steps toward controlling the use of water in response to periods of critical water shortage.

Stage 4 will begin when there are: Supply-Based Triggers

- Supply contamination
- Equipment outage reduces well capacity by 50%, and purchased water intake is limited to less than 75% of standard average draw rates
- Equipment outage reduces production/distribution capacity to below 60% of normal total production/distribution Demand- or Capacity-Based Triggers
- Total daily demand as 80% of safe pumping capacity for three consecutive days

- Production or distribution limitations
- System contamination or equipment outage Upon initiation and terminal of Stage 4, all customers will be notified by:
 - Placing a notice on the City's website
 - Issuing a press release to radio, television, and newspapers
 - Sending a notice to all telephone customers and registered users in the area through the City's reverse 911 telephone notice system

Conservation Goal for Stage 4 The goal for this stage is to reduce the overall daily consumption to below 70% of the safe pumping capacity. Requirements for Termination Stage 4 of the Plan may end when all of the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days AND when the Conservation Goal for Stage 4 has been achieved for 15 days. Upon termination of Stage 4, Stage 3 or Stage 2 may become effective. Operational Measures 23 The utility shall visually inspect right of ways and repair leaks on a daily basis. Water line flushing is prohibited, except for specific identified water quality issues and only between the hours of 9 p.m. and 3 a.m. Police and Code Enforcement personnel will be asked to maintain vigilance for violations of the water restrictions. Mandatory Water Use Restrictions (Stage 4) • This includes Stage 3 mandatory water-use reductions, along with the following more restrictive prohibitions. • ALL OUTDOOR USE OF WATER IS PROHIBITED. • Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited.

§ 11.711 - Implementation and Enforcement

- (a) Any violation of the mandatory provisions of the Drought Contingency Plan may result in a penalty and/or interruption of water service. The city administrator is empowered to enforce the mandatory provisions and may interrupt water service based upon repeated violations. Penalties shall be paid before water service is restored. Violations will be reported by all city personnel to the city administrator.

No person shall knowingly or intentionally allow the use of water from the City of Spring Valley Village for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Mayor of the City of Spring Valley Village, or his/her designee, in accordance with provisions of this Plan.

- (b) Any person who intentionally, knowingly, recklessly or with criminal negligence violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not to exceed two-thousand dollars (\$2,000.00). Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the Mayor of the City of Spring Valley Village shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only

upon payment of a re-connection charge, hereby established at \$50.00, and any other costs incurred by the City of Spring Valley Village in discontinuing service. In addition, suitable assurance must be given to the Mayor that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

- (c) Any person, including a person classified as a water customer of the City of Spring Valley Village, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Any employee of the City of Spring Valley Village, police officer, or other City employee designated by the Mayor, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

§ 11.712 - Variances

The Mayor of the City of Spring Valley Village, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Spring Valley Village within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Mayor of the City of Spring Valley Village, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

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

MEETING DATE: April 28, 2020

TOPIC: Ordinance Number 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS ARTICLE 3.100, URBAN FOREST PRESERVATION AND PROTECTION, OF CHAPTER 3, BUILDING AND CONSTRUCTION, TO AMEND EXHIBIT A, APPROVED TREE LIST AND EXHIBIT B, APPROVED UNDERSTORY TREE LIST; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.

BACKGROUND: In 2019, the City Council approved the development of a Sustainability Initiative through which the City would promote sustainable practices. Consequently, Councilman Donaho and City Staff identified the review of the City's Approved Tree and Understory Tree Lists to ensure the promotion of use of native, drought-resistant, and pollinator species of trees as a starting point.

An informal committee was established, composed of Council Member Donaho, Planning and Zoning Commission Member Amy Winstead, Resident Ray Opio, and Assistant to the City Administrator Matthew Hitt. After working with two Urban Foresters (one from Piney Point and one for West University Place), the Committee developed a revised approved tree list.

The current lists have been revised to remove two (2) tree types, add fifteen (15) new trees that are either native, regionally native, or generally beneficial, and four (4) trees were moved from the approved tree list to the approved understory tree list. The revisions to both the Tree List and Understory Tree List are reflected in redlined versions of both Lists provided with this agenda item.

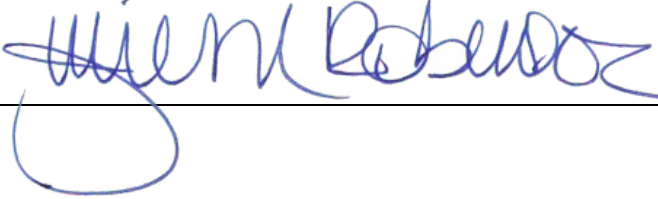
This item was presented to the Planning and Zoning Commission for review and discussion because of its involvement in the development of the original Approved Tree and Understory Tree Lists, and the involvement of Commission Member Amy Winstead. The Planning and Zoning Commission was highly supportive of the updated ordinance.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS:

- Ordinance No. 2020-XX
- Redlined Version of Exhibit "A" – Approved Tree List
- Redlined Version of Exhibit "B" – Approved Understory Tree List

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

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

ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS ARTICLE 3.100, URBAN FOREST PRESERVATION AND PROTECTION, OF CHAPTER 3, BUILDING AND CONSTRUCTION, TO AMEND EXHIBIT A, APPROVED TREE LIST AND EXHIBIT B, APPROVED UNDERSTORY TREE LIST; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Spring Valley Village has determined that the urban forest is valuable to the community; and

WHEREAS, the City Council desires to amend the City's approved tree lists in the manner set forth in this ordinance; and

WHEREAS, the City Council finds that these regulations are in the best interest of the health, safety and welfare of the citizens.

NOW, THEREFORE,

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

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

Section 2. The Code of Ordinances of City of Spring Valley Village, Texas is hereby amended by deleting Exhibit A, Approved Tree List, in its entirety and replacing it with a new Exhibit A, Approved Tree List, as attached hereto and deleting Exhibit B, Approved Understory Tree List, in its entirety and replacing it with a new Exhibit B, Approved Understory Tree List, as attached hereto of Article 3.100, Urban Forest Preservation and Protection, of Chapter 3, Building and Construction.

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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

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

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

Section 7. This Ordinance shall become effective immediately upon its passage and publication as required by law.

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

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

Exhibit A – Approved Tree List

Species	Common Name	Botanical Name
Ash	Green Ash	Fraxinus pennsylvanica
	White Ash	Fraxinus americana
Birch	River Birch	Betula nigra
Cedar	Eastern Red Cedar	Juniperus virginiana
Cypress	Bald Cypress	Taxodium distichum
	Montezuma Cypress	Taxodium mucranutum
Elm	American Elm	Ulmus Americana
	Cedar Elm	Ulmus crassifolia
	Lacebark Elm	Ulmus parvifolia
	Winged Elm	Ulmus alata
Hickory	Hickory species	Carya varieties
Magnolia	Southern Magnolia	Magnolia grandiflora
Maple	Drummond Red maple	Acer rubrum var. drummondii
	Trident Maple	Acer buergerianum
Oak	Bur Oak	Quercus macrocarpa
	Chiquapin Oak	Quercus muehlenbergii
	Durrand Oak	Quercus durrandii
	Laurel Oak	Quercus laurifolia
	Live oak	Quercus virginiana
	Mexican White Oak	Quercus polymorpha
	Nuttall Oak	Quercus nuttallii
	Overcup Oak	Quercus lyrata
	Post Oak	Quercus stellata
	Shumard Oak	Quercus shumardii
	Swamp Chestnut Oak	Quercus michauxii
	Water Oak	Quercus nigra
	White Oak	Quercus alba
Pine Tree	Loblolly Pine	Pinus taeda
	Longleaf Pine	Pinus palustris
Pistache	Chinese Pistache	Pistacia chinensis
Sweet Gum	American Sweet Gum	Liquidambar styraciflua
Sycamore	American Sycamore	Platanus occidentalis
	Mexican Sycamore	Platanus mexicana
Walnut	Black Walnut	Juglans nigra
Others	Anacua	Ehertia anacua
	Basswood	Tilia Americana
	Black Tupelo	Nyssa aquatic
	Gum Bumelia	Bumelia lanuginosa
	Red Bay	Persea borbonia

Exhibit B - Approved Understory Tree List

Fringe Tree	Chinese Fringe Tree	Chionanthus retusus
	Fringe Tree	Chionanthus spp
Hawthorn	Parsley Hawthorn	Crateagus marshallii
Holly	American Holly (tree form)	Ilex opaca
	Dahoon Holly	Ilex cassine
	East Palatka Holly	Ilex x attenuata "East Palatka"
	Possumhaw Holly	Ilex decidua
	Savannah Holly	Ilex x attenuata "Savannah"
Laurel	Cherry Laurel	Prunus caroliniana
	Mexican Plum	Prunus Mexicana
	Texas Mountain Laurel	Sophora secundiflora
Magnolia	Little Gem Magnolia	Magnolia grandiflora 'Little Gem'
	Saucer Magnolia	Magnolia x soulangiana
	Sweet Bay	Magnolia virginiana
Maple	Chalk Maple	Acer leucoderme
Pistache	Texas Pistache	Pistacia texana
Redbud	Redbud	Cercis canadensis
Viburnum	Rusty Black-Haw	Viburnum rufidulum
Others	Hophornbeam	Carpinus caroliniana
	Flameleaf Sumac	Rhus spp
	Mexican Buckeye	Ungradia speciosa

DIVIDER PAGE

Exhibit A - Approved Tree List

Species	Common Name	Botanical Name
Ash	Green Ash	Fraxinus pennsylvanica
	White Ash	Fraxinus americana
Birch	River Birch	Betula nigra
Cedar	Eastern Red Cedar	Juniperus virginiana
Cypress	Bald Cypress	Taxodium distichum
	Montezuma Cypress	Taxodium mucranutum
Elm	American Elm	Ulmus Americana
	Cedar Elm	Ulmus crassifolia
	Lacebark Elm	Ulmus parvifolia
	Winged Elm	Ulmus alata
Hickory	Hickory species	Carya varieties
Magnolia	Southern Magnolia	Magnolia grandiflora
Maple	Drummond Red maple	Acer rubrum var. drummondii
	Trident Maple	Acer buergerianum
Oak	Bur Oak	Quercus macrocarpa
	Chiquapin Oak	Quercus muehlenbergii
	Durrand Oak	Quercus durrandii
	Laurel Oak	Quercus laurifolia
	Live oak	Quercus virginiana
	Mexican White Oak	Quercus polymorpha
	Nuttall Oak	Quercus nuttallii
	Overcup Oak	Quercus lyrata
	Post Oak	Quercus stellata
	Shumard Oak	Quercus shumardii
	Swamp Chestnut Oak	Quercus michauxii
	Water Oak	Quercus nigra
	White Oak	Quercus alba
Pine Tree	Loblolly Pine	Pinus taeda
	Longleaf Pine	Pinus palustris
Pistache	Chinese Pistache	Pistacia chinensis
Sweet Gum	American Sweet Gum	Liquidambar styraciflua
Sycamore	American Sycamore	Platanus occidentalis
	Mexican Sycamore	Platanus mexicana
Walnut	Black Walnut	Juglans nigra
Others	Anacua	Ehertia anacua
	Basswood	Tilia Americana
	Black Tupelo	Nyssa aquatic
	Gum Bumelia	Bumelia lanuginosa
	Red Bay	Persea borbonia

*Trees in green have been added to the Approved Tree List

DIVIDER PAGE

Exhibit B - Approved Understory Trees

Fringe Tree	Chinese Fringe Tree	Chionanthus retusus
	Fringe Tree	Chionanthus spp
Hawthorn	Parsley Hawthorn	Crateagus marshallii
Holly	American Holly (tree form)	Ilex opaca
	Dahoon Holly	Ilex cassine
	East Palatka Holly	Ilex x attenuata "East Palatka"
	Possumhaw Holly	Ilex decidua
	Savannah Holly	Ilex x attenuata "Savannah"
	Yaupon Holly	Ilex vomitoria
Laurel	Cherry laurel	Prunus caroliniana
	Mexican Plum	Prunus Mexicana
	Texas Mountain Laurel	Sophora secundiflora
Magnolia	Little Gem magnolia	Magnolia grandiflora 'Little Gem'
	Saucer Magnolia	Magnolia x soulangiana
	Sweet Bay	Magnolia virginiana
Maple	Chalk Maple	Acer leucoderme
Pistache	Texas Pistache	Pistacia texana
Redbud	Redbud	Cercis canadensis
Viburnum	Rusty Black-Haw	Viburnum rufidulum
Wax Myrtle	Southern Wax myrtle	Myrica cerifa
Others	Hophornbeam	Carpinus caroliniana
	Flameleaf Sumac	Rhus spp
	Mexican Buckeye	Ungradia speciosa

*Trees in green have been added to the Approved Understory Trees list

*Trees in yellow were moved from the Approved Tree list to the Approved Understory Trees

* Trees in red have been removed from the Approved Understory Trees list

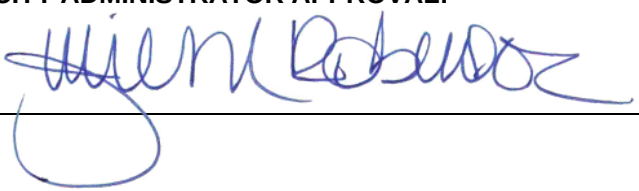
**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: April 28, 2020

TOPIC:	Draft Policy for Sponsorships for City Facilities, Equipment, Services and Projects
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BACKGROUND:	During the December 10, 2019 meeting, the City Council requested that Staff develop a potential sponsorship policy that would allow individuals or companies to sponsor playground equipment for the future Phase 3 park improvements. Staff researched sponsorship policies from the cities of Sugarland, Abilene, Arlington, Coppell, and Dickinson, large non-profits such as SPCA Texas, Red Cross, and Salvation Army, and some major companies' community grant programs to determine the types of provisions contained in different sponsorship policies as well as the qualification criteria used by companies that provide sponsorships and grants to different organizations including cities. The draft policy provided with this agenda item is a combination of the different policies and community grant programs that were reviewed. While the draft sponsorship policy submitted for Council's consideration specifically identifies park improvements as sponsorship opportunities, additional language regarding future sponsorship opportunities has been included to make it broad in scope and flexible to allow for sponsorship of the City's current and future facilities, equipment, services and projects instead of just park improvements. The draft sponsorship policy: • Does not apply to City events. Our City events have separate sponsorship policies that will continue to be used. • Prohibits sponsorships from political or religious organizations. • Clearly communicates that approval of a sponsorship is not an endorsement by the City of any company or service. • For monetary sponsorships of \$5,000 or greater, the sponsorship proposal goes to the Council. • For sponsorships of less than \$5,000.00, the City Administrator is authorized to approve the sponsorship proposal as long as it complies with the policy. • Provides for execution of a sponsorship agreement once a sponsorship proposal has been approved. The form
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**Spring Valley Village City Council
Agenda Item Data Sheet**

	sponsorship agreement will be developed once the final policy has been approved. In addition to general feedback on the draft policy, Staff requests specific feedback from Council on the following policy issues: • Should the Sponsorship Opportunities language be revised to increase its applicability to future City facilities, equipment, services and projects? • Is Council comfortable with the amount thresholds associated with whether a potential sponsor goes to Council or the City Administrator? • Are the potential forms of sponsorship recognition acceptable? Is there anything Council would like removed or explicitly added? • Should sponsorship tiers with associated sponsorship benefits be included in the policy? Or should the sponsorship benefits be determined based on the proposed sponsorship? • Are there other evaluation criteria Council wants to use when evaluating potential sponsorships?
RECOMMENDATION:	Staff requests direction from the Council concerning any changes to the draft sponsorship policy.
ATTACHMENTS:	• Draft Policy on Sponsorships for City Facilities, Equipment, Services and Projects
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER: Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 



Effective Date: _____

Approved: _____

CITY OF SPRING VALLEY VILLAGE ADMINISTRATIVE POLICIES AND PROCEDURES

TOPIC: Sponsorships for City Facilities, Equipment, Services and Projects

Purpose

This policy sets the standards, guidelines and approval criteria for solicitation, consideration and acceptance of sponsorships for City Facilities, Equipment, Services, and Projects. This policy does not apply to City events. This policy is designed to protect the mission, image and values of the City of Spring Valley Village, its equipment, facilities, services, and projects. No sponsorship shall be approved that will compromise or damage the public trust or conflict with or compromise the City's reputation, mission, image, values or aesthetic interests.

Spring Valley Village will neither seek nor accept sponsorships from political or religious organizations. The approval of a sponsorship does not constitute an endorsement by the City of the sponsor, its organization, products, or services. The City will not make any statements that directly or indirectly advocate or endorse a sponsor, their products, or services.

No materials or communications, including, but not limited to print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship using City's name, marks, or logo, may be issued without written approval from the City Administrator or designee(s).

This policy is also designed to:

- Ensure a transparent process for considering sponsorship opportunities;
- Provide the City of Spring Valley Village with full and final decision making authority on any sponsorship opportunity, thus protecting its integrity and the integrity of its facilities and services; and
- Provide a clear process for sponsorships for consistent application by City staff, the Council, potential sponsors, and the public and understand the various sponsorship opportunities available.

Definition of Sponsorship

“Sponsorship” is financial support from an outside person or entity, including other governmental or quasi-governmental organizations, (collectively “outside entity”) to associate the outside entity’s name, logo, products or services with the City. Sponsorship is a business relationship in which the City and the outside entity exchange financial remuneration for the public display of an agreed-upon sponsorship recognition message.

Possible Sponsorship Opportunities

The City of Spring Valley Village will consider sponsorships of equipment for the Spring Valley Village City Park, including playground equipment, picnic tables, park benches, or other projects within the City Park as they arise. Generally such sponsorships are used to help with the cost of the project to which they are given.

As other City facilities, equipment, services and projects become available, the City Administrator will make a recommendation to the City Council concerning appropriate amounts for those areas.

Sponsorships of \$5,000 and Greater

With a minimum monetary sponsorship of \$5,000 or more, a sponsor may request to have a City facility, piece of equipment, service or project named in recognition of their sponsorship. Sponsorship recognition, including signage and other visible advertising, will be considered on a case by case basis, consistent with this policy.

All sponsorships must be made to the City of Spring Valley Village, and all sponsorship requests must be approved by the City Council.

Spring Valley Village will not guarantee the naming rights for a facility, piece of equipment, service or project for more than ten years. The City of Spring Valley Village reserves the right to choose the wording, size, placement, and style of recognition plaques.

Sponsorships Less than \$5,000

The City Administrator is authorized to accept any monetary sponsorship of less than \$5,000 on behalf of the City if the sponsorship is deemed appropriate and shall deposit such monies with the City Treasurer. Generally, sponsorships of less than \$5,000 shall be recognized by a plaque or something similar. The City of Spring Valley Village reserves the right to choose the wording, size, placement, and style of recognition plaques.

Evaluation Criteria

The following criteria shall be considered by the City in evaluating sponsorship requests:

- The extent and prominence of the sponsorship.
- The importance of the sponsorship to the mission, values and image of the City.
- The level of support proposed to be provided by the sponsor.
- The cooperation necessary and degree of support from other City departments to implement the sponsorship.
- The value of the resources that is provided to the City in fulfilling its overall mission.
- Other factors that might affect or undermine the public trust or public confidence in the City's impartiality or interfere with the efficient delivery of City services or operations, including, but not limited to, the existence of, or possibility for, conflicts of interest between the sponsor and City officers, employees, or City affiliates; the potential for the sponsorship to tarnish the City's reputation or standing among its citizens, or the potential to otherwise impair the ability of City to govern its citizens, or distract the City and its officers and employees from its mission.

Sponsorship Agreement

Upon approval of a sponsorship request, the sponsor and City shall enter into a Sponsorship Agreement.