



Regular City Council Meeting
August 25, 2020
6:00 p.m.

Marcus Vajdos, Mayor
Bo Bothe
Tom Donaho

Allen Carpenter, Mayor Pro Tem
David Dominy
Joy McCormack



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, August 25, 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, August 25, 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/82568901140>

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: 825 6890 1140 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 / SWEARING-IN**

None.

4. **PUBLIC COMMENTS**

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

5. **CONSENT AGENDA**

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

- 5.1 Minutes for Special Called City Council Meeting on July 14, 2020
- 5.2 Minutes for City Council Meeting on July 14, 2020
- 5.3 Minutes for Special Called City Council Meeting on August 4, 2020
- 5.4 Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.5 Ordinance No. 2020-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY AMENDING SECTION 3.001 RESIDENTIAL BUILDING AND CONSTRUCTION FEE SCHEDULE OF APPENDIX “A”, SCHEDULE OF FEES, FOR THE CITY OF SPRING VALLEY VILLAGE BY ESTABLISHING NEW FEES FOR DRAINAGE PLAN REVIEW AND PROFESSIONAL FEES (HELD IN ESCROW); AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND 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 A PROPOSAL FOR ENGINEERING SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP FOR THE REPLACEMENT OF CUL-DE-SACS AT LARIAT DRIVE AND TRAWEEK DRIVE WITH GREEN SPACE AS PART OF THE LONE STAR DRIVE, LOESER DRIVE, TRAWEEK DRIVE, W TEX DRIVE AND LARIAT DRIVE PAVING AND UTILITY IMPROVEMENTS PROJECT; 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 AN INTERLOCAL GRANT AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE CORONAVIRUS RELIEF FUND; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
- 5.8 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 REVISED AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; PROVIDING FOR THE

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

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by Police Chief:
 1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Number of K-9 Deployments
 4. Activities Concerning Response to COVID-19
 5. Possible Halloween Activity at City Hall
7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on July 29, 2020 and Any Special Meetings That May Have Occurred Since July 29, 2020. (Mayor Pro Tem Carpenter / Council Member Bothe)
8. **DISCUSSION AND DIRECTION CONCERNING:** Status of Traffic Safety and Mobility Study.

NEW BUSINESS

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid Number CSB #2020-07-100 For The Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project To Conrad Construction Co. Ltd. In An Amount Not To Exceed \$1,095,283.75.
10. **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 CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION CO. LTD. FOR THE GREEN VALLEY DRIVE AND WINNINGHAM LANE ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS PROJECT (CSB #2020-07-100); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.
11. **CONDUCT A PUBLIC HEARING CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING

STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

- A. Presentation of Requested PAD by Applicant
- B. Those In Favor
- C. Those Opposed
- D. Adjourn Public Hearing

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
13. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending June 30, 2020.
14. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
 1. Continuation of Departmental Monthly Updates
 2. Status of New Production Well
 3. Status of Loeser, Traweek, Lone Star and W. Tex Paving and Utility Improvements Project
 4. Status of Development of City Mobile App
 5. Development of Streetlight Network Node Agreements for Verizon and Extenet
15. **EXECUTIVE SESSION:** The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon’s Texas Codes Annotated, In Accordance With The Authority Contained In:
 - 15.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the Police Chief.
16. **RECONVENE**

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

18. **ADJOURNMENT**

Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

The City Council reserves the right to convene in executive session from time to time as deemed necessary during this meeting to discuss any of the matters listed in the agenda, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices) or 551.087 (Deliberations Regarding Economic Development Negotiations).

I certify that a copy of the August 25, 2020 agenda of items to be considered by City Council was posted on or before the 20th day of August, 2020, at 2:30 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.

Consent Agenda Items

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JULY 14, 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 Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 5:04 p.m.

Members Present:

Mayor Marcus Vajdos (by video conference)

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member David Dominy (arrived at 5:05 p.m.)

Council Member Tom Donaho (by video conference)

Council Member Joy McCormack

Members Absent:

None.

2. DISCUSSION AND DIRECTION CONCERNING: Budget Policy Assumptions To Use In Development of Fiscal Year 2020-2021 Budget.

City Administrator Julie Robinson advised that, during the June 23, 2020 Budget Workshop, the City Council provided direction concerning most of the Budget Policy Assumptions to be used by City Staff in developing the Fiscal Year 2020-2021 Proposed Budget, and added that, at that time, Council requested the estimated cost for 2% and a 3% salary increases for employees as the proposed salary increase was 4% for all City employees. In response to the Council's request, Ms. Robinson presented the following information identifying what the proposed salary increases would be as well as proposed salaries for other Memorial Villages, Memorial Villages Police Department, and the Village Fire Department.

	2%	3%	4%
All City Employees Total	\$60,037	\$91,251	\$119,048
Police Department	\$36,664	\$56,198	\$73,251
All Other City Departments	\$23,373	\$35,053	\$45,797

There was lengthy discussion regarding proposed salary increases for City employees. Following discussion, the consensus from City Council was a proposed 4% salary increase for all Police Department employees and a 3% salary increase for all other City employees.

3. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Scheduling of Special Council Meeting to Propose A Tax Rate for Fiscal Year 2020-2021 in Compliance with Section 26.04 of the Texas Tax Code.

City Administrator Julie Robinson advised that, due to the recent amendment of Section 26.04 of the Texas Tax Code, the City must present the proposed tax rate for Fiscal Year 2020-2021 to the Harris County Appraisal District by August 7, 2020. Therefore, the City Council must meet sometime between August 3 and August 6 in order to propose a tax rate. Council Member McCormack made a motion to schedule the Special Called City Council meeting to propose a tax rate for Fiscal Year 2020-2021 on Tuesday, August 4, 2020 at 6:00 p.m., and Council Member Carpenter seconded the motion. Motion carried 5-0.

4. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 6:01 p.m., and Council Member McCormack seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

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

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JULY 14, 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 Vajdos at 6:09 p.m.

Members Present:

Mayor Marcus Vajdos (by video conference)

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member David Dominy

Council Member Tom Donaho (by video conference)

Council Member Joy McCormack

Members Absent:

None.

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Loyd Evans, Police Chief (by video conference)

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 / SWEARING-IN

None.

4. PUBLIC COMMENTS

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

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 Special Called City Council Meeting on June 23, 2020

- 5.2 Minutes for City Council Meeting on June 23, 2020
- 5.3 Resolution No. 20-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION, FOR NEW PRODUCTION WELL IMPROVEMENTS PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 5.4 Resolution No. 20-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING A POLICY FOR SPONSORSHIPS FOR CITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

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

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: June 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

Chief Evans briefed the Council on the Department's activities concerning hurricane preparedness and their response to COVID-19. City Administrator Julie Robinson briefed the Council on the hurricane preparation measures performed by the City Hall staff.

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on June 24, 2020 and Any Special Meetings That May Have Occurred since June 24, 2020. (Mayor Pro Tem Carpenter / Council Member Bothe)

Mayor Pro Tem Carpenter advised that the Village Fire Department's budget was in good shape and added that the Fire Department will soon have three (3) employee vacancies. He also advised that there was a house fire in Spring Valley Village in which the response time was 3 minutes and 58 seconds. Mayor Pro Tem Carpenter advised that the Village Fire Department building remodel is progressing with the contractors currently performing the electrical and plumbing demolition work.

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

City Administrator Julie Robinson advised that City Hall closed to the public on June 30 when two employees tested positive for COVID-19, and added that those employees could not return to work until they tested negative twice following the 14-day incubation period. She also advised that a Municipal Court setting was held by video conference on June 9 with

another setting scheduled for June 16, and added that court settings would continue to be held by video conference. Chief Evans advised that there were currently 9-12 addresses in Spring Valley Village with residents who tested positive and are being cautious when they interact with residents and the public.

NEW BUSINESS

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX - AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF SPRING VALLEY VILLAGE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020”; AND LEVYING AD VALOREM TAX; PLEDGING CERTAIN NET REVENUES; AUTHORIZING THE EXECUTION OF A TRANSFER AND PAYING AGENCY AGREEMENT, AND OTHER MATTERS IN CONNECTION THEREWITH.

Mayor Vajdos read the Ordinance by caption only. Drew Masterson with Masterson Advisors presented a summary of the sale of the certificates of obligation that was held earlier that day. Following discussion, Council Member McCormack made a motion to approve Ordinance No. 2020-22, and Council Member Bothe seconded the motion. Motion carried 5-0.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 20-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 5 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; AND PROVIDING AN EFFECTIVE DATE.

Mayor Vajdos read the Resolution by caption only. City Administrator Julie Robinson advised that Change Order Number 5 requests payment for work that Triple B Services undertook but was not in the original bid items or scope and was not previously approved by the City. If Change Order Number 5 were approved, the Project would exceed the Original Contract Price by \$39,405.55. She also advised that a letter was sent to Triple B Services disputing the total cost of Change Order Number 5 and offering to pay the remainder of the authorized contract amount including retainage, and Triple B Services had agreed to this final offer. Therefore, Ms. Robinson recommended disapproval of the Resolution and Change Order Number 5 which would result in the City making final payment to Triple B Services in compliance with the executed contract. Following a brief discussion, Council Member Dominy made a motion to approve the resolution as presented, and Council Member McCormack seconded the motion. Motion failed 0-5.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Request for a Variance by Echo Place, LLC for the Property Located at 1020 Fries Road, from Chapter 9 Subdivisions, Section 9.103 (i)(3), Lot Depth, of the Code of Ordinances, Allowing for a Lot Depth of 100 feet Where 120 feet is Required.

Director of Community Development Zachary Meadows advised that the applicant intends to divide the property into two lots with both lots facing Echo Valley Drive; however, the property would need an approved variance of twenty (20) feet prior to the re-plat request. Council Member Dominy made a motion to approve the variance requested by Echo Place, LLC for the property located at 1020 Fries Road, from Chapter 9 Subdivisions, Section 9.103 (i)(3), Lot Depth, of the Code of Ordinances, allowing for a lot depth of 100 feet where 120 feet is required, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 12. CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Re-Plat of Echo Valley Estates Replat No. 1 Partial Replat No. 1, A Plot Containing 0.530 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 1020 Fries Road.

Mayor Vajdos opened the Public Hearing at 6:48 p.m.

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

Director of Community Development Zachary Meadows advised that the proposed re-plat would divide the property into two lots with both lots facing Echo Valley Drive based on the variance approved in the previous agenda item.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Vajdos adjourned the Public Hearing at 6:50 p.m.

- 13. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Re-Plat of Echo Valley Estates Replat No. 1 Partial Replat No. 1, A Plot Containing 0.530 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 1020 Fries Road.

Council Member Dominy made a motion to approve the preliminary and final re-plat of Echo Valley Estates Replat No. 1 Partial Replat No. 1, A plot containing 0.530 acres of land, situated in Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas bearing the address of 1020 Fries Road, and Council Member McCormack seconded the motion. Motion carried 5-0.

- 14. CONDUCT A PUBLIC HEARING CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH

ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

- A. Presentation of Requested PAD by Applicant
- B. Those In Favor
- C. Those Opposed
- D. Adjourn Public Hearing

No public hearing was held. Council Member Dominy advised that the applicant withdrew agenda items 14 and 15 at the July 13, 2020 Planning & Zoning Commission meeting.

15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Since this item did not move forward from the Planning and Zoning Commission, Council Member Dominy provided a brief update on the discussion of this item during the July 13, 2020 Planning & Zoning Commission meeting.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Appointments / Reappointments to Boards and Commissions:

- A. Planning & Zoning Commission
- B. Board of Adjustment

Mayor Vajdos advised that several applications were submitted and provided his recommendations for appointments and reappointments. Council Member Bothe made a motion to re-appoint Anne-Marie McMichael and Louis Richman as Regular Members, appoint John Lisenby as a Regular Member, and appoint James (Jim) Autenreith as an Alternate Member to the Planning & Zoning Commission, and to re-appoint William Featherston and Cameron Kreager as Regular Members, re-appoint John Byerly and Douglas Potts as Alternate Members to the Board of Adjustment. Council Member Carpenter seconded the motion. Motion carried 5-0.

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

1. Green Valley Drive & Winningham Lane (West of Voss) Roadway, Drainage and Utility Improvements 2020

Public Works Director Pat Riley advised that the design was complete, and the City has issued the bid for the Project with the bid opening to be held on July 31. City Administrator Julie Robinson advised that the award of bid and approval of a contract would be on the August 25 City Council agenda for approval.

2. Harris County Flood Control District Briar Branch Maintenance Project and Encroachment Issue

City Administrator Julie Robinson advised that there were a number of residents whose properties had encroachments into the Harris County Flood Control District's ("HCFCD's") easement along Briar Branch. She also advised that discussions with HCFCD began last year and she and the City Team are working with HCFCD to ensure consistency with what was previously discussed with these residents.

3. Status of New Production Well

Public Works Director Pat Riley advised that the CMU (concrete masonry unit) building is currently in the design phase.

4. Status of Development of City Mobile App

Assistant to the City Administrator Matthew Hitt advised that the developers were currently working on the integration of the City website and the mobile app, and added that once the integration was completed, a link would be sent to the Council for them to review and test it.

18. **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:

- 18.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the City Administrator.

Council adjourned into the Executive Session at 7:05 p.m.

19. **RECONVENE**

The City Council meeting reconvened at 7:42 p.m.

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

No action was taken.

21. **ADJOURNMENT**

Council Member Carpenter made a motion to adjourn the meeting at 7:43 p.m., and Council Member Donaho seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

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

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, AUGUST 4, 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 Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:00 p.m.

Members Present:

Mayor Marcus Vajdos (by video conference)

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member David Dominy (by video conference)

Council Member Tom Donaho (by video conference)

Council Member Joy McCormack

Members Absent:

None.

2. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposing A Tax Rate Of \$0.4450 Per \$100 Valuation For The Fiscal Year Beginning October 1, 2020, And Ending September 30, 2021.

City Administrator Julie Robinson advised that Truth-in-Taxation tax rates changed three (3) times within the last five (5) days with the most recent change being that day, and those tax rates are based on the certified estimate of assessed values – not the actual certified roll which the City will not receive until the end of the month. However, due to the requirements of Senate Bill 2 passed in 2019, a proposed tax rate must be submitted to the City's Tax Assessor and Harris County Appraisal District (HCAD) by August 7, 2020. The recommended proposed tax rate of \$0.4450 per \$100 valuation was based on the anticipated tax impact that would result in the City losing 30% of its commercial property tax revenues due to COVID-19 reductions for the commercial property tax base. However, after receiving the third revised set of tax rates earlier today, the recommended proposed tax rate as provided in this agenda item was no longer an option since it would exceed the Voter-Approval Tax Rate (formerly the rollback tax rate). Therefore, Staff's current recommendation was to adopt a proposed tax rate of \$0.443147 per \$100 valuation which is the Voter-Approval Tax Rate in order to provide the Council with as much flexibility as possible with regard to the tax rate while the City waits to receive its certified tax roll and until the official tax rate is adopted at the September 22 City Council meeting. Ms. Robinson also advised that the adopted tax rate could be lower than the proposed tax rate, but not higher.

Following discussion, Council Member Dominy made a motion to propose a tax rate of \$0.443147 per \$100 valuation for the fiscal year beginning October 1, 2020 and ending September 30, 2021, and Council Member Carpenter seconded the motion. Council Members Bothe, Carpenter, Dominy, Donaho, and McCormack voted 'Aye'. No 'Nay' votes were given. Motion carried 5-0.

3. 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:

- 3.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the City Administrator.

Council adjourned into the Executive Session at 6:19 p.m.

4. RECONVENE

The City Council meeting reconvened at 6:55 p.m.

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

No action was taken.

6. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 6:55 p.m., and Council Member Bothe seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

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

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

MEETING DATE: August 25, 2020

TOPIC:	Resolution Number 20-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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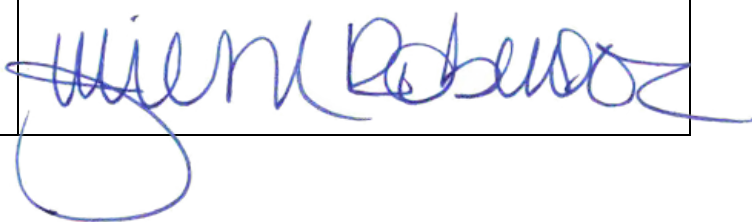
BACKGROUND:	The City's investments are governed by the Public Funds Investments Act (PFIA) under Chapter 2256 of the Local Government Code. The PFIA requires the City Council to review and approve the City's Investment Policy annually. This year, the proposed Investment Policy adds language allowing for digital and/or electronic signatures on the City's quarterly reports. A redlined version of the Investment Policy adopted on November 19, 2019 reflecting the new language is provided with this agenda item.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution Number 20-XX • Redlined Version of Investment Policy Adopted November 19, 2019
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer and Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 
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RESOLUTION NUMBER 20-XX

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

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

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

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

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

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

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

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

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

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

Marcus Vajdos, 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



CITY OF SPRING VALLEY VILLAGE INVESTMENT POLICY

I. POLICY STATEMENTS AND INVESTMENT AUTHORITY

General Statement

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

Policy Statement and Scope

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

Delegation of Investment Authority

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

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

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

II. INVESTMENT OBJECTIVES AND STRATEGY

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

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

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

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

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

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

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

III. INVESTMENT TYPES

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

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

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

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

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

IV. INVESTMENT RESPONSIBILITY AND CONTROL

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

Authorized Broker/Dealers

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

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

Delivery vs. Payment

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

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

Investment Management

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

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

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

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

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

Investment Limits

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

Investment Training

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

Standard of Care

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

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

Limitation of Personal Liability

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

Internal Control

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

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

Annual Audit

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

Annual Review

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

V. INVESTMENT REPORTING AND NOTIFICATION

Reporting

In accordance with the Section 2256.023 of the Act, within a reasonable time after the end of the period, but not less than quarterly, the Investment Officer shall submit to the City Council a report of investment transactions for all funds. The report shall describe in detail the investment position of the City on the date of the report including a description of the investment, the maturity date, the beginning and ending book and market values, the accrued interest, and the changes during the period. The report shall include a statement of compliance with the City's Investment Policy and the Act and shall be signed by the Investment Officer. The delivery of copies of this Report as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery and may be used in lieu of originals for all purposes.

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

Notification of Investment Changes

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

VI. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

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

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

Depository institutions with which the City maintains collateralized deposits shall provide a monthly report of market values for the pledged securities. The Investment Officer shall monitor

collateralization levels to verify market values and total collateral positions. If the value of the securities pledged falls below the required collateral level, the depository institution holding the deposit must pledge additional securities no later than the end of the next succeeding business day.

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

Safekeeping

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

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

CERTIFICATION FORM

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

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

The undersigned hereby acknowledges and certifies as follows:

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

Signature

Name: _____

Title: _____

Date: _____

DIVIDER PAGE



CITY OF SPRING VALLEY VILLAGE INVESTMENT POLICY

I. POLICY STATEMENTS AND INVESTMENT AUTHORITY

General Statement

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

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II. INVESTMENT OBJECTIVES AND STRATEGY

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

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

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

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

IV. INVESTMENT RESPONSIBILITY AND CONTROL

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

for monitoring investments to determine that the investments are in compliance with this Investment Policy.

Authorized Broker/Dealers

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

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

Delivery vs. Payment

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

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

Investment Management

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

A competitive environment shall be established for all investment activities including, but not limited to, any or all of the following: analysis of implemented strategies, review of investment alternatives, monitoring of market conditions, solicitation from multiple investment providers, and overall performance evaluation. Comparison and evaluation of comparable may be used to invest in financial institution deposits, money market accounts, local government investment pools, or government securities.

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

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

Investment Limits

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

Investment Training

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

Standard of Care

In accordance with Section 2256.006 of the Act, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would

exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

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

Limitation of Personal Liability

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

Internal Control

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

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

Annual Audit

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

Annual Review

The City Council shall review this Investment Policy and investment strategies not less than annually. The City Council shall adopt a written instrument by ordinance or resolution stating that

it has reviewed the Investment Policy and investment strategies and the written instrument so adopted shall record any changes made to either the Investment Policy or investment strategies.

V. INVESTMENT REPORTING AND NOTIFICATION

Reporting

In accordance with the Section 2256.023 of the Act, within a reasonable time after the end of the period, but not less than quarterly, the Investment Officer shall submit to the City Council a report of investment transactions for all funds. The report shall describe in detail the investment position of the City on the date of the report including a description of the investment, the maturity date, the beginning and ending book and market values, the accrued interest, and the changes during the period. The report shall include a statement of compliance with the City's Investment Policy and the Act and shall be signed by the Investment Officer. The delivery of copies of this Report as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery and may be used in lieu of originals for all purposes.

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

Notification of Investment Changes

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

VI. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

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

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

Depository institutions with which the City maintains collateralized deposits shall provide a monthly report of market values for the pledged securities. The Investment Officer shall monitor

collateralization levels to verify market values and total collateral positions. If the value of the securities pledged falls below the required collateral level, the depository institution holding the deposit must pledge additional securities no later than the end of the next succeeding business day.

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

Safekeeping

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

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

CERTIFICATION FORM

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

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

The undersigned hereby acknowledges and certifies as follows:

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

Signature

Name: _____

Title: _____

Date: _____

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

MEETING DATE: August 25, 2020

TOPIC: Ordinance No. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY AMENDING SECTION 3.001 RESIDENTIAL BUILDING AND CONSTRUCTION FEE SCHEDULE OF APPENDIX "A", SCHEDULE OF FEES, FOR THE CITY OF SPRING VALLEY VILLAGE BY ESTABLISHING NEW FEES FOR DRAINAGE PLAN REVIEW AND PROFESSIONAL FEES (HELD IN ESCROW); AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: During the June 23, 2020 Budget Workshop, the City Council authorized Staff to amend the Master Fee Schedule to include a drainage plan review fee of \$750.00 and a Professional Fee of \$1,000.00 that would be assessed at the time of submission of an application to the City and held in escrow to cover all plan review fees associated with the project. Any drainage and building plan review fees and other upfront costs associated with the project would be drawn down from the escrow amount.

The plan review fees are a straight pass-through of the fees incurred by the City resulting from a permit application without any additional fees added. In the event that an applicant decides not to pursue construction of the project, any balance remaining after incurred expenses have been paid would be refunded to the applicant. In the event that an applicant decides to proceed with construction of the project, any balance will be applied to the building permit fee.

This Ordinance amends the Master Fee Schedule as authorized by the City Council.

RECOMMENDATION: Staff recommends approval of the Ordinance.

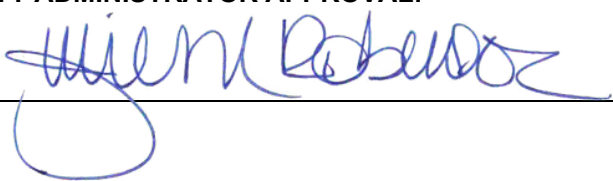
ATTACHMENTS: • Ordinance No. 2020-XX

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:

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

	
SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

ORDINANCE NO. 2020-XX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY AMENDING SECTION 3.001 RESIDENTIAL BUILDING AND CONSTRUCTION FEE SCHEDULE OF APPENDIX “A”, SCHEDULE OF FEES, FOR THE CITY OF SPRING VALLEY VILLAGE BY ESTABLISHING NEW FEES FOR DRAINAGE PLAN REVIEW AND PROFESSIONAL FEES (HELD IN ESCROW); AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, on December 12, 2017, by Ordinance Number 2017-29, the City Council of the City of Spring Valley Village, Texas adopted drainage criteria applicable within the City, and such Ordinance was codified as Article 3, 1500, Drainage Criteria, of Chapter 3, Building and Construction, of the Code of Ordinances of the City; and

WHEREAS, Section 3.1504 – Administration, established the ability to capture costs associated with the review of drainage plans; and

WHEREAS, Appendix “A”, Schedule of Fees, of the Code of Ordinances of the City of Spring Valley Village, Texas was never amended to include the fees associated with required drainage plan reviews; and

WHEREAS, all plan review fees have historically been collected after the review of such plans has been completed; and

WHEREAS, the City Council finds that it is appropriate to require the costs associated with all plan reviews to be paid prior to any plan review services being provided to ensure costs incurred by the City as a result of an application being filed are paid by the applicants who are generating such costs; and

WHEREAS, the City Council hereby finds that the Master Fee Schedule should be amended to include a Drainage Plan Review fee and a Professional Fee to be held in escrow to accomplish this purpose.

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

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

Section 2. Section 3.001, Residential Building and Construction Fee Schedule, of Appendix "A", Schedule of Fees for the City of Spring Valley Village, is hereby amended to include new fees for Drainage Plan Review and Professional Fees (held in Escrow), to provide as follows:

3.001 Residential Building and Construction Fee Schedule

- (10) Drainage Plan Review..... \$750.00
- (11) Professional Fees (Held in Escrow)..... \$1,000 (This fee is to be collected at the time an application is filed with the City)

Section 3. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

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.

Section 5. The rates established by this Ordinance shall be charged to each applicant whose application has been filed with the City of Spring Valley Village upon the effective date of this Ordinance.

Section 6. This Ordinance shall become effective upon its adoption by the City Council, in accordance with law.

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

Marcus Vajdos, 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: August 25, 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 PROPOSAL FOR ENGINEERING SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP FOR THE REPLACEMENT OF CUL-DE-SACS AT LARIAT DRIVE AND TRAWEEK DRIVE WITH GREEN SPACE AS PART OF THE LONE STAR DRIVE, LOESER DRIVE, TRAWEEK DRIVE, W TEX DRIVE AND LARIAT DRIVE PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	As previously discussed with the Council, the decision to remove the cul-de-sacs at the end of Lariat Drive and Traweek Drive was made after IDS had completed and submitted the 90% construction design to the City for approval. Consequently, the construction design had to be revised to include the removal of the cul-de-sacs and replacement with grass and install of irrigation to increase the existing green space. Additionally the pavement length for Lariat Drive and Traweek Drive also had to be revised. IDS Engineering submitted a proposal for engineering services in the amount of \$8,310.00 to accomplish the revisions to the construction design as directed by the Council. In order to ensure that the design of the project continues in a timely manner, I executed IDS Engineering Proposal on August 10, 2020. This Resolution formally ratifies my actions on behalf of the City.
RECOMMENDATION:	Staff and Engineer recommend approval of the Resolution.
ATTACHMENTS:	• Resolution Number 20-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$8,310_ from unassigned fund balance (CO 2019) will be used and added to Acct/Project# 25-50-5545_ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie Robinson, City Administrator	

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 ENGINEERING SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP FOR THE REPLACEMENT OF CUL-DE-SACS AT LARIAT DRIVE AND TRAWEEK DRIVE WITH GREEN SPACE AS PART OF THE LONE STAR DRIVE, LOESER DRIVE, TRAWEEK DRIVE, W TEX DRIVE AND LARIAT DRIVE PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 10, 2020, the City Administrator executed a Proposal for Engineering Services by and between the City of Spring Valley Village, Texas and IDS Engineering Group for the replacement of cul-de-sacs at Lariat Drive and Traweek Drive with green space as part of the Lone Star Drive, Loeser Drive, Traweek Drive, W Tex Drive and Lariat Drive Paving and Utility Improvements Project (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 25th day of August, 2020.

Marcos Vajdos, 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

August 5, 2020

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

Reference: Proposal for Replacing Cul-de-sacs at Lariat Dr and Traweek Dr with Green Space
IDS Job No: 2316-001-00

Dear Ms. Robinson:

Spring Valley Village has contracted IDS Engineering Group to provide engineering services for the above referenced project. After IDS submitted our 90% plans and documents the City elected to not replace the existing asphalt cul-de-sacs at the end of Traweek Drive and Lariat Drive. Instead, the City decided to remove the cul-de-sacs and replace with grass and install irrigation to increase the existing green space. The new length of Traweek Dr will be approximately 125 feet measured from W Tex Dr and the new length of Lariat Dr will be approximately 150 feet measured from W Tex Dr.

Scope of Additional Services

1. Engineering Design - Update plan and profiles to reflect revisions in paving, grading, storm sewer, and sod placement for cul-de-sac removal.
2. Irrigation Design – Include irrigation for the new green space areas. Irrigation will tie into existing green space irrigation meters. Irrigation plans will be signed and sealed by a professional irrigator. See attachment A for details. Design to be performed by Boyer Inc.
3. Project Management – Coordinate with Boyer to ensure plans and specification meet Spring Valley Village standards.

Compensation

IDS proposes to perform the above described Scope of Services for the fees indicated below. Services will be billed monthly based on the percentage of work completed basis.

Item 1	Engineering Design	\$ 4,200	Fee
Item 2	Irrigation Design	\$ 3,310	Fee
Item 3	Project Management	\$ 800	Fee
Total		\$ 8,310	

Ms. Julie Robinson
City of Spring Valley Village
August 5, 2020
Page 2

Reimbursable expenses for reproduction and deliveries are included in our fee. Our fee does not include reimbursable expenses such as agency review fees, application fees, and permit fees which will be billed at cost if applicable.

Payment of our invoices is due in our office within thirty (30) days of invoice date. This proposal is subject to change after a period of four months from the above date unless authorized.

We appreciate the opportunity to present this proposal to the City of Spring Valley Village. If you need additional information in support of this proposal, please contact us at 713.462.3178.

Respectfully submitted,



Coy P. Custer, P.E.
Project Manager



Travis S. Sellers, P.E.
Senior Vice President

Attachments

Attachment A – Boyer Inc. Proposal for Irrigation Design

City of Spring Valley Village

Approved: 

Printed Name: Julie M. Robinson

Title: City Administrator

Date: August 10, 2020

\\FS3\Projects\2300\231600100 City of Spring Valley Village\PM\010 Proposal\2020.06.30 Add Services 2_Cul-de-sacs\2020.08.05 Add Services 2 - Cul-de-sac Removal TSS Edits 08-05-2020.docx



**CONTRACTORS
ENGINEERS
INVENTORS**

8904 Fairbanks N. Houston Road • Houston, TX 77064

P: 713 466-5395 • F: 713 466-8198 • www.boyerinc.com

ATTACHMENT A

7/31/2020

Coy Custer
IDS Engineering Group

Via: Email: CCuster@idseg.com

Re: Irrigation Design Plan

Boyer Inc. is pleased to provide a quote for the drafting and design item listed on the proposal. Boyer Inc. price is as follows:

Item No.	Item Description	Unit Qty	UOM	Price
BASE BID				
1	Irrigation plan for Spring Valley Village	1	Sheet	\$2,495.00
2	Irrigation installation specifications	1	Doc.	\$815.00
TOTAL BID				\$3,310.00

Boyer Inc. will include the following:

1. 1 sheet at 1/4 scale, with Texas Irrigator seal, drafted on Auto CAD.
2. Including a detailed point of connection, main and lateral lines, pipe sizes, links, construction notes, and a legend with symbols and quantities.
3. Irrigation specifications, and bid form.

Thank you for the opportunity to quote this project and we look forward to working with you in the future. Feel free to call with any questions.

Sincerely,

Kelly A. Carlson
Project Manager - Landscape Division
Direct Line: 281-598-0328
Cell: 713-823-9179

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

MEETING DATE: August 25, 2020

TOPIC: Resolution Number 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL GRANT AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE CORONAVIRUS RELIEF FUND; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: The federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") included grants to local governments through the Coronavirus Relief Fund ("CRF") in the form of reimbursement for eligible expenditures incurred due to COVID-19 that were not accounted for in the FY 2020 budget and were incurred during the period from March 1, 2020 through December 30, 2020.

While large cities received direct allocations, smaller cities must apply for their CRF allocation through the County in which they are located. The City of Spring Valley Village has received an Interlocal Grant Agreement for the Corona Virus Relief Fund from Harris County, and it is submitted for Council's approval.

Under the CRF, Spring Valley Village is entitled to a reimbursement of \$55 per capita for a maximum total reimbursement of \$238,315 for eligible expenditures. Additionally, the City must ensure that there is no overlapping reimbursement for the same expenditures. Therefore, the timing of the reimbursement request through the CRF will be determined based on the reimbursements from the Byrne JAG Supplemental Grant Program for Police Department expenditures and FEMA Public Assistance Grant.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number 20-XX

FUNDING ISSUES:

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

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

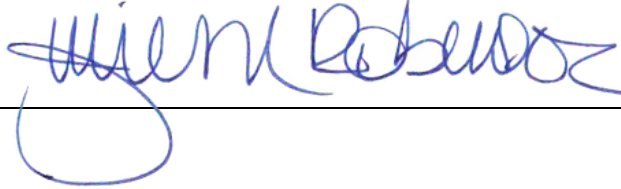
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Matthew Hitt, Assistant to the City
Administrator

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL GRANT AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE CORONAVIRUS RELIEF FUND; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has before it a proposed Interlocal Grant Agreement between Harris County and the City of Spring Valley Village, Texas for the Coronavirus Relief Fund ("the Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the Agreement on behalf of the City of Spring Valley Village.

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

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

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

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

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX



CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through its governing body the Harris County Commissioners Court, and Spring Valley Village (“City” or “grantee” or “subrecipient”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$238,315.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.; Chapter 783 of the Texas Government Code; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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EXHIBITS FOLLOW

1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by Harris County.

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with Harris County administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

Harris County and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. Harris County and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to Harris County, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from

disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If Harris County determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of Harris County;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then Harris County may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify Harris County in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify Harris County in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to Harris County.

1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, Harris County may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by Harris County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by Harris County, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by Harris County in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Harris County shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to an employee.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _14, which are incorporated herein for all purposes as though set forth word for word.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

1.21 Force Majeure

Neither the grantee nor Harris County shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.23 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.25 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.26 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.27 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Harris County. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.29 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.30 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.31 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by Harris County. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to Harris County upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or Harris County, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to Harris County at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in grant funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to Harris County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of Harris County.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, Harris County, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Harris County under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
3. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County or federal custody when it is determined that the records possess long term retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to Harris County prior to receiving any payments..

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

All documentation for expenditures paid during the project period must be submitted to Harris County on or before the grant liquidation date.

5.3 Reimbursements

Harris County will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Harris County is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 Refunds and Deductions

If Harris County determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.6 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to Harris County.

5.7 Project Close Out

Harris County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

SPRING VALLEY VILLAGE

By_____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:

VINCE RYAN

COUNTY ATTORNEY

By: _____

Christy Gilbert
Assistant County Attorney
C.A. File 20GEN1965

EXHIBIT A

Notice of Subrecipient Grant Award
(follows behind)



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building

1001 Preston, Suite 500

Houston, TX 77002

(713) 274-1100

COVID 19 Agenda Item

July 14, 2020

To: County Judge Hidalgo, and
Commissioners Ellis, Garcia,
Radack, and Cagle

Fm: Shain Carrizal *HSC*

Re: **CARES Act – Establishment of the Small City Assistance Program**

	YES	NO	ABSTAIN
Judge Lina Hidalgo	☒	☐	☐
Comm. Rodney Ellis	☒	☐	☐
Comm. Adrian Garcia	☒	☐	☐
Comm. Steve Radack	☒	☐	☐
Comm. R. Jack Cagle	☒	☐	☐

The CARES Act established the Coronavirus Relief Fund (CRF), and Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with BMD/HRRM and all relevant departments to make recommendations on the expenditures of the funds. Attached for your approval is a recommendation from the committee to establish the Small City Assistance Program in an amount not to exceed \$28.5 million.

The committee will continue to work with Guidehouse in making further recommendations to Commissioners Court before the CRF expiration date of December 30, 2020.

Thank you for your consideration.

Attachment

Presented to Commissioners Court

July 14, 2020

Approve: E/G



COVID-19 Small City Assistance Program July 10, 2020

BACKGROUND

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

PROGRAM PURPOSE

The COVID-19 Small City Assistance Program's purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

- **Coordination.** Need to ensure that the County's response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.
- **Grants Management.** Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.
- **Eligibility.** Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund
- **Compliance.** Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

ELIGIBILITY CRITERIA

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria	Name	Description	Additional Considerations
#1	FEMA 25% Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	Technical assistance provided to help cities apply for FEMA PA
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities: - COVID dedicated payroll expenses - Paid sick and medical leave - Government payroll support program - Unemployment insurance costs - Telework capability improvement	Educate cities about these expense activities

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
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ALLOCATION MAXIMUMS

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

*Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

TECHNICAL ASSISTANCE

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)¹:

1. Conducting outreach activities to:
 - Inform small cities about the program
 - Engaging City management to actively participate in program
2. Hosting webcast and online training for:
 - Overall process of the County's program for small cities
 - Eligible activities under the CRF grant and overlap with other funding sources
 - Workflows, forms, tools, and documentation requirements for reimbursement
 - Brief overview of other federal funding sources
3. Providing tools and templates for reimbursement requests including:
 - Excel based cost tracking mechanism
 - Checklist of eligible activities with required documentation
 - Frequently asked questions (FAQs)
 - Workflow steps for transparency
4. Providing one-on-one support including:
 - Questions around eligibility and/or process
 - Developing reimbursement requests
 - Understanding any rejected/returned reimbursement requests

AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM. ² The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

¹ See Attachment A for framework of technical assistance

² See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

APPENDIX
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION³

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

³ Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

ATTACHMENT A
TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and close-out activities continuing into 2021.

Month Activity Begins	Activity
July	- Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process - Small cities execute certification form ahead of receiving CRF distribution from the County
August	- Training to help cities identify expenses eligible for FEMA PA and other federal funding sources - Providing training materials about other federal funding sources - Assistance to apply for other federal funding - Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation - Provide tools and templates for tracking costs for reimbursement - Provide eligible cost checklists for CRF reimbursement - Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility - Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received
September	- Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion - Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction
October	- Support to understand any denied benefits and reapply, if possible
November	- Trainings about how subrecipients can properly close out use of funds received and what documentation is required
December	- Report on the assistance provided to small cities, the maximization of benefits realized from various federal funding sources, and measure CRF distribution utilized

EXHIBIT B

CARES Act Coronavirus Relief Fund Eligibility Certification Form
(follows behind)

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County or United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name:

Title:

Signature:

Date:

EXHIBIT C
Certification Regarding Lobbying
(follows behind)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

Initial Here: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Grant Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL GRANT AGREEMENT
BETWEEN HARRIS COUNTY AND SPRING VALLEY VILLAGE TO REIMBURSE
THE CITY FOR ELEGIBLE EXPENSES FROM THE CORONAVIRUS RELIEF FUND**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Steve Radack	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Spring Valley Village, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

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

MEETING DATE: August 25, 2020

TOPIC: Resolution Number 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REVISED AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: The City Council approved an agreement for Professional Services with BBG Consulting, Inc. on October 15, 2019, for the provision of Building Official services to the City under two different scopes of work: Full-Service for the period of October 16, 2019 through December 31, 2019 and a Limited-Service scope for the period from January 1, 2020 through October 15, 2021.

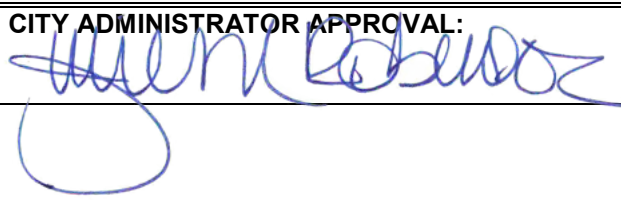
Although the Agreement contemplated the Limited-Service scope for the periods as indicated, it was always the City's intention to review the scope of services and associated fees for building inspection and plan review services once the Director of Community Development was filled and projects were transferred to the internal position. During the last week of July, City Administrator Julie Robinson and Director of Community Development Zachary Meadows met with BBG Consulting, Inc. to discuss the revision of the scope of services and associated fees. The result of that discussion has been contained in the Revised Agreement for Professional Services submitted for Council's consideration in this agenda item.

Under the Revised Agreement, BBG Consulting will provide a more limited scope of building administration services that is focused on building permitting, inspection and plan review activities as well as some code compliance activities. Building Official services will be provided on an as-needed basis at the request of the City.

The compensation for services has been revised to eliminate a monthly flat fee and instead provides for a set fee for plan review and building inspections and code compliance, and an hourly rate for Building Official services when needed. The revised compensation structure is as follows:

- Residential/Commercial Building Plan Review for Projects Valued at less than \$1,000,000 - maximum of \$250.00. [This fee will now be recouped through the new Professional Fees (Held in Escrow).]
- Residential/Commercial Planning & Zoning Plan Review for Projects Valued at less than \$1,000,000 – maximum of \$250.00. [This fee will now be recouped through the new Professional

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

Fees (Held in Escrow).] - Commercial Building Plan Review for Projects Valued at \$1,000,000 or more – 10% of Permit Fee (same as previously approved Agreement) [This fee will now be recouped through the new Professional Fees (Held in Escrow).] - Commercial Planning & Zoning Plan Review for Projects Valued at \$1,000,000 or more – 5% of Permit Fee (same as previously approved Agreement) [This fee will now be recouped through the new Professional Fees (Held in Escrow).] - Additional Building Official services outside of Plan Review, including attendance of City meetings will be on an hourly rate of \$95.00 \$35.00 per building inspection and/or code compliance inspection (rate is the same however it now includes code compliance inspections) The revised agreement runs for a two-year period beginning September 1, 2020 and ending August 31, 2022 and allows for renewal from year to year for successive one-year periods after the initial term.	
RECOMMENDATION: Staff recommends approval of the Resolution.	
ATTACHMENTS: Resolution Number 20-XX	
FUNDING ISSUES: ☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# ____ will be transferred to Acct/Project# ____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# <u>10-01-5201</u> and \$_____ added to Expenditure Acct/Project# <u>10-10-5500, 10-10-5506 & 10-50-5509</u>	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Julie Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 

RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A REVISED AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BBG CONSULTING, INC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH REVISED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Revised Agreement for Professional Services by and between the City of Spring Valley Village, Texas and BBG Consulting, Inc. (hereinafter called "Revised Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 25th day of August, 2020.

Marcos Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

REVISED AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS HARRIS COUNTY

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

WHEREAS, City desires to contract with Consultant for building administration services ("Services"); and

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

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

SECTION 1 TERM OF AGREEMENT

The term of this Revised Agreement shall be two years beginning on September 1, 2020, and ending on August 31, 2022; provided, however, that this Agreement shall be renewed from year to year for successive one year periods thereafter for the consideration provided herein until terminated in accordance with this Agreement.

SECTION 2 SERVICES TO BE PROVIDED

2.1. Consultant shall provide City with Services including, but not limited to, serving as Building Official, building permitting, inspection and plan review activities, proactive jobsite maintenance activities, providing damage assessment services in the event of a declared disaster, making recommendations to the Director of Community Development regarding all aspects of building administration services, and assisting the Director of Community Development with all building administration services-related issues as requested.

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

It is incumbent on the City to provide a level of authority to Consultant in order to perform the Services at the highest standards.

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

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

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

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

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

SECTION 3 COMPENSATION

3.1 Compensation for Services.

For and in consideration of the Services rendered by Consultant pursuant to this Agreement, City shall pay to Consultant \$35.00 per building inspection and/or code compliance inspection performed and the following residential and commercial plan review fees:

Permit Type	Fee
Building Plan Review for Residential Projects and Commercial Projects Valued at less than \$1,000,000	Maximum of \$250.00
Planning & Zoning Plan Review for Residential Projects and Commercial Projects Valued at less than \$1,000,000	Maximum of \$250.00
Building Plan Review for Commercial Projects Valued at \$1,000,000 or more	10% of Permit Fee
Planning & Zoning Plan Review for Commercial Projects Valued at \$1,000,000 or more	5% of Permit Fee

In the event that Consultant performs other Services or attends City meetings at the request of the City, then City shall pay Consultant for such Services based on an hourly rate of \$95.00.

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

SECTION 4 INDEMNIFICATION AND INSURANCE

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

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

SECTION 5 TERMINATION

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

SECTION 6 NOTICE

City and Consultant contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done in one of the following methods: (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed

“next day delivery,” addressed to the party to be notified, or (iv) by email, with receipt, from the sending party or her/his designee. Notice deposited in the United States mail in one of the methods hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other method shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

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

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

SECTION 7 GENERAL PROVISIONS

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

7.2 Safety. Consultant shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law, in connection with performance of the Agreement. Consultant shall promptly remedy damages and loss to property caused in whole or in part by the Consultant, its employees, agents, subcontractors, or by any other third party for whose acts the Consultant may be liable.

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

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

7.5 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this

Agreement is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.

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

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

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

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

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

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

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

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____
Printed Name: _____
Title: _____

ATTEST:

Date: _____

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

CONSULTANT

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

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

MEETING DATE: August 25, 2020

TOPIC:	Status of Traffic Safety and Mobility Study
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BACKGROUND:	On March 24, 2020, the City Council approved a proposal with Traffic Engineers, Inc. ("TEI") to conduct a Traffic Safety and Mobility Study for the Bingle Road Corridor, the intersection of Westview Drive and Voss Road, the evaluation of any additional cost-effective measures that could be used to improve visibility at Campbell Road and W. Tex.
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Within weeks of approving the proposal, COVID-19 began and all traffic patterns for both vehicular and pedestrian traffic completely changed. The traffic patterns continue to change as schools work through the logistics of bus transportation. In light of the changes to traffic patterns, City Administrator Julie Robinson and I had discussions with Sammy Chen of TEI and Travis Sellers with IDS Engineering Group concerning individual tasks of the overall study that could be accomplished while we waited for traffic patterns to settle into some pattern. The tasks that were identified are:

- The study of the pedestrian crossing at Bingle Road and Merlin Drive. TEI has evaluated the pedestrian crossing and made a preliminary recommendation that it be removed to eliminate the hazards identified as soon as possible. A copy of TEI's Preliminary Recommendation letter is provided with this agenda item.
- The sight distance study for vehicles at Campbell Road and W. Tex Drive. TEI has evaluated the sight visibility at the intersection of Campbell Road and W. Tex Drive and made a recommendation that there are no cost-feasible solutions to be undertaken by the City at this time.
- Signage recommendations for major thoroughfares. TEI is currently working on this task.

Due to the significant changes in traffic patterns, it does not make sense to pursue the remainder of the Traffic Safety and Mobility Study at this time. Data collection for the remaining tasks at this time would render non-representative data for both vehicles and pedestrians. Therefore, Staff recommends issuing a postponement letter to TEI for the remainder of the Study until further notice. Staff will continue to monitor the traffic patterns and maintain contact with TEI in order to determine when to restart the Study.

RECOMMENDATION:	Staff recommends issuance of a postponement letter to TEI for
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**Spring Valley Village City Council
Agenda Item Data Sheet**

the remainder of the Traffic Safety and Mobility Study until further notice. Additionally, Staff recommends that the City Council authorize Staff to proceed with removing the pedestrian crossing at Bingle Road and Merlin Drive.	
ATTACHMENTS:	- Preliminary Recommendation on Pedestrian Crossing on Bingle Road at Merlin Drive - Recommendation on Sight Distance Obstruction on Campbell Road at W. Tex Drive
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: 

DIVIDER PAGE



801 Congress
Suite 325
Houston, TX 77002

Texas Registration Number F-003158

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

August 14, 2020

Mr. Pat Riley
Public Works Director
City of Spring Valley Village
Office: 713-465-8308
Direct: 832-910-8575
Email: priley@springvalleytx.com

RE: Preliminary Recommendation on Pedestrian Crossing on Bingle Road at Merlin Drive

Dear Mr. Riley:

TEI was tasked to study the traffic safety performance of the pedestrian crossing on Bingle Road at Merlin Drive and investigate the feasibility of potential alternatives or improvements. This task was initiated in response to residents' concerns regarding drivers not yielding to pedestrians crossing at the location. Field observations and findings led us to the following preliminary recommendation:

The existing pedestrian crossing is not appropriately visible from a safe stopping sight distance of drivers and gives pedestrians a false sense of safety/protection, which endangers pedestrians who use it. Safer, signalized, alternative crossings are present at Westview Drive and Winningham Lane. Therefore, we recommend the pedestrian crossing at Merlin be removed to eliminate the hazards as soon as possible.

Should you have any questions on this matter, please do not hesitate to contact me at sammychen@trafficengineers.com or (281) 606-0288.

Sincerely,

Sammy Chen, PE, PhD, PTOE
Principal
Traffic Engineers, Inc.

CC:

Travis Sellers, IDS Engineering Group
Julie Robinson, City Administrator

Attachments:[Problematic Visibility of the Pedestrian Crossing and the Existing Signs & RRFB](#)

- The pavement markings are difficult to see for drivers due to the poor marking conditions and smaller than standard marking width.
- For drivers who approach the location from the south, the RRFB and sign on the west side of Bingle Road are partially hidden from view by an existing utility pole.



Figure 1 – Driver View of the Ped Crossing from 260' South of the Crossing, Traveling Northbound – The control devices and pavement markings at the crossing can barely be seen. The required stopping sight distance is 305 feet upstream of the crossing where drivers are supposed to clearly see the control devices and waiting area of pedestrians.

- Foliage near the signs also partially obscures the signs and RRFBs for drivers who approach the location from the north.



Figure 2 – Driver View of the Ped Crossing from 110' North of the Crossing, Traveling Southbound – The control devices and pavement markings at the crossing can barely be seen. The required stopping sight distance is 305 feet upstream of the crossing where drivers are supposed to clearly see the control devices and waiting area of pedestrians.

- Due to the existing visibility issue, the current form of the crossing provides a false sense of safety/protection.
- Safer, signalized crossings are present at Westview Drive 630 feet north of the crossing and at Winningham Lane 1350 feet south of the crossing. A majority of the residents use the crossing for recreational use. Therefore, use of these alternative crossings should be encouraged to the residents.

DIVIDER PAGE



801 Congress
Suite 325
Houston, TX 77002

Texas Registration Number F-003158

Voice (713) 270-8145
Fax (281) 809-0807
www.trafficengineers.com

August 3, 2020

Mr. Pat Riley
Public Works Director
City of Spring Valley Village
Phone: 713-465-8308
Email: priley@springvalleytx.com

RE: Recommendation on Sight Distance Obstruction at Campbell Road at W Tex

Dear Mr. Riley:

TEI was tasked to study the sight distance obstruction at Campbell Road at W Tex and investigate the feasibility of potential improvements. This task was in response to residents' concerns regarding drivers egress from the eastbound W Tex Drive. Having performed field observations and schematic design, TEI found:

There is no cost-feasible solution that can be implemented by the City at this point.

The recommendation considers the current constraints of the City's budgets. The alternative solutions that have been studied included:

- a) striping and lane configuration improvements (attached) - not cost-feasible
- b) traffic signalization - not feasible due to location, too closely spaced to IH 10 signal
- c) acquisition of right-of-way - not cost-feasible
- d) prohibition of egress left turns - not recommended
- e) use of corner mirror - not recommended

Should you have any questions on this matter, please do not hesitate to contact me at sammychen@trafficengineers.com or (281) 606-0288.

Sincerely,

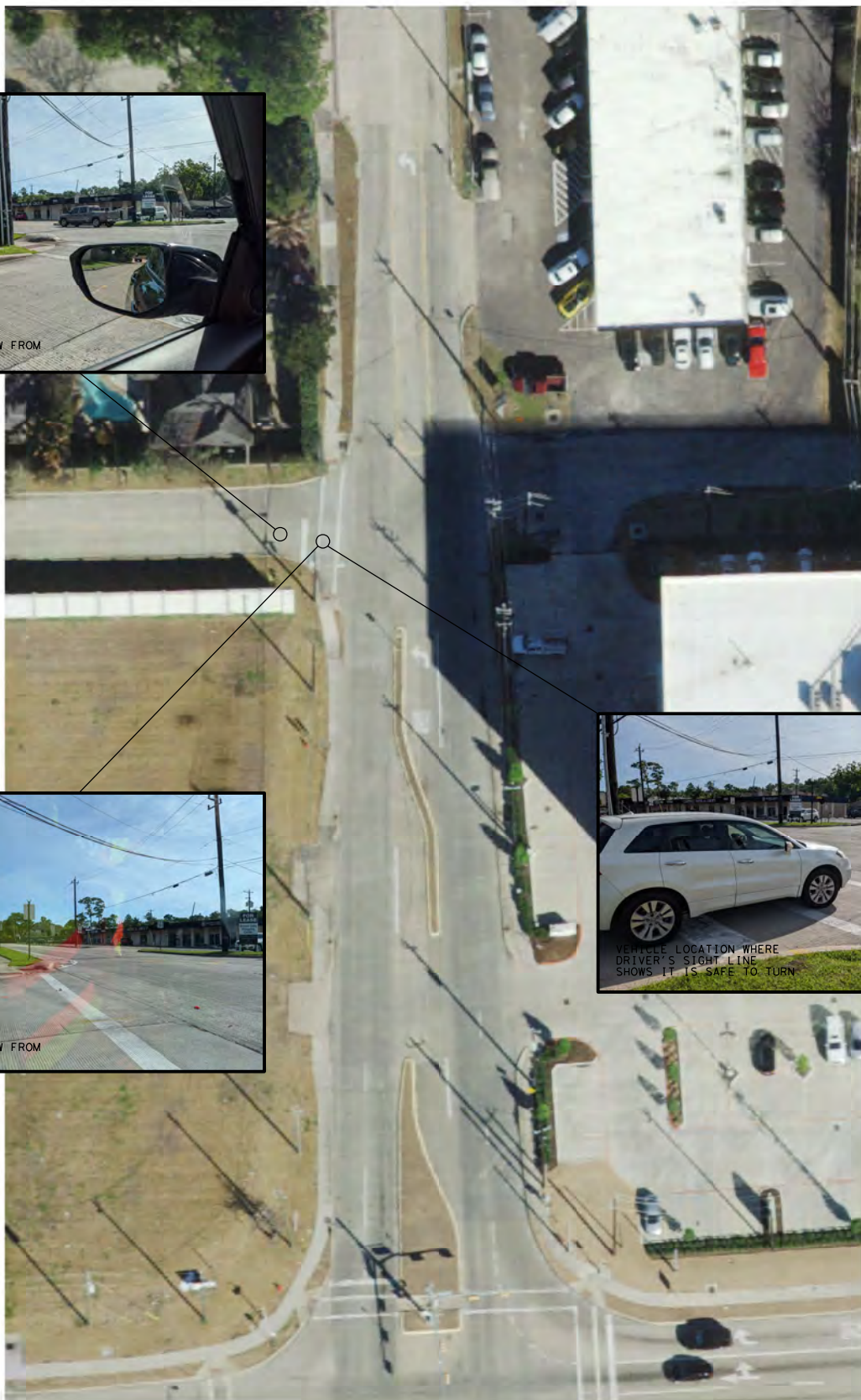
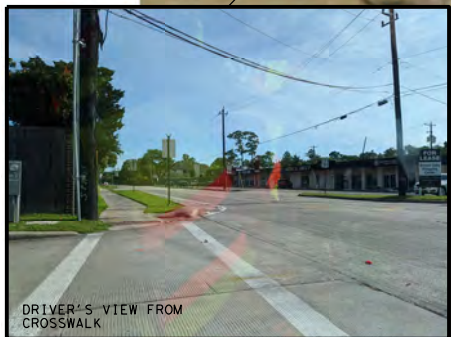
Sammy Chen, PE, PhD, PTOE
Principal
Traffic Engineers, Inc.

CC:

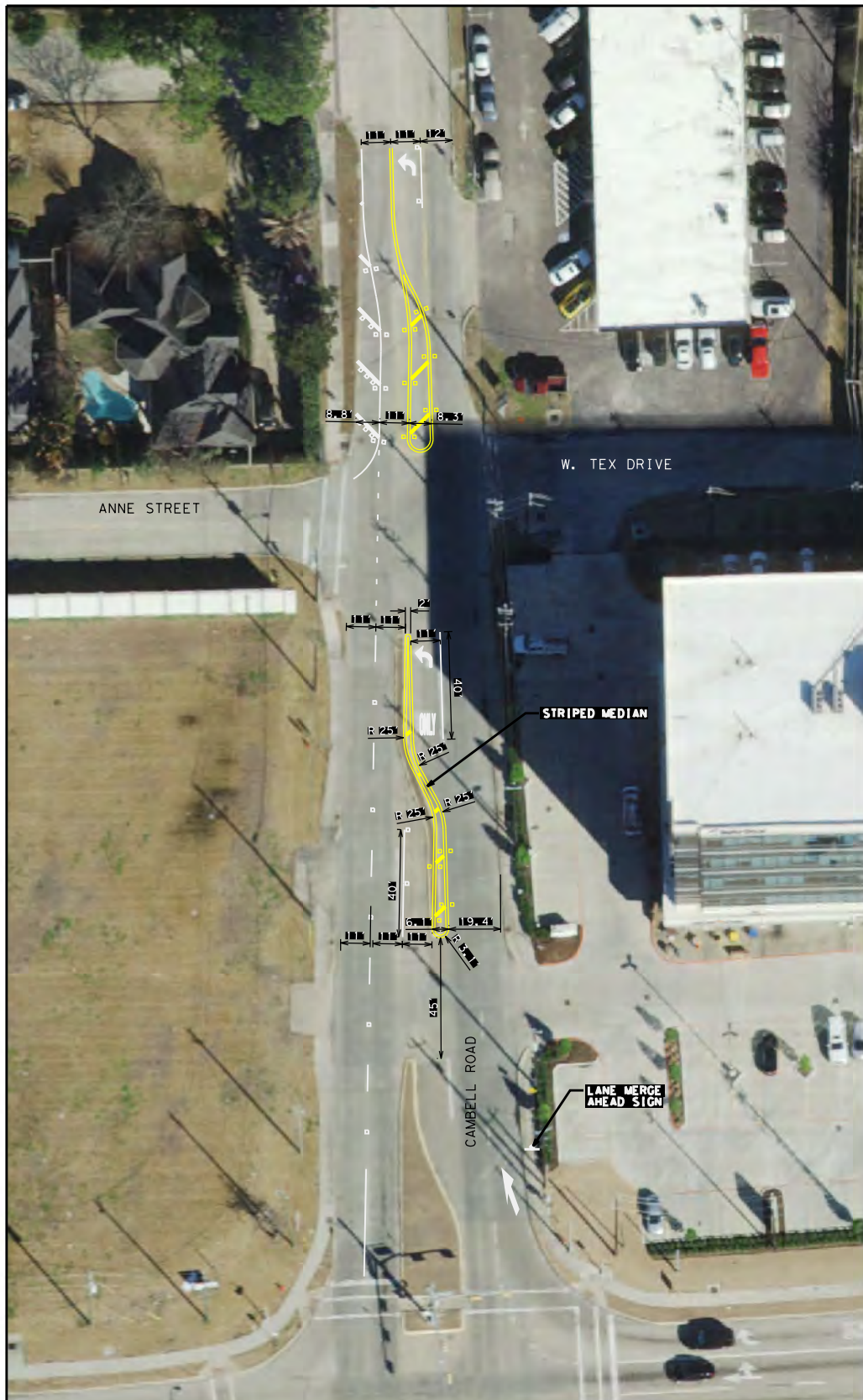
Julie Robinson, City Administrator
Travis Sellers, IDS Engineering Group

Attachments:

Long-Term Potential Improvement



LEGEND
 — 4" WIDE
 — 24" WIDE



TRAFFIC ENGINEERS, INC.
 INNOVATIVE TRANSPORTATION SOLUTIONS

SCHEMATIC DESIGN
 CAMBELL ROAD AT W. TEX DRIVE
 SPRING VALLEY VILLAGE, TEXAS

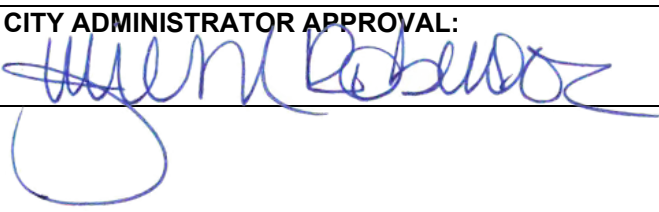
FIGURE 2

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

MEETING DATE: August 25, 2020

TOPIC:	Award Of Competitive Sealed Bid Number CSB #2020-07-100 For The Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project To Conrad Construction Co. Ltd. In An Amount Not To Exceed \$1,095,283.75.
BACKGROUND:	On July 8, 2020, Competitive Sealed Bid #2020-07-100 for the Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project was issued by Gessner Engineering on behalf of the City of Spring Valley Village. The bid closed on July 31, 2020, and seven (7) bids were received. The Bid Tabulation is included with this agenda item. <u>Gessner Engineering recommends award of the bid for the Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project to Conrad Construction Co. Ltd. in an amount not to exceed \$1,095,283.75.</u> The construction estimate developed by Gessner Engineering for this project was \$1,263,031.11. A copy of Gessner Engineering's recommendation letter is provided with this agenda item. The Council should note that the total project estimate (including engineering fees) developed several years ago for this Project was \$1,063,750.00, and this is the dollar amount that was included in the approved Capital Improvement Plan. Based on the approved contract with Gessner Engineering and the recommended award of bid, the Total Project Cost (including engineering fees) is \$1,243,513.75. Additionally, the bid document has not been included with this agenda item due to its size; however, it is available for review on the Purchasing Page of the City's website.
RECOMMENDATION:	Gessner Engineering and City Staff recommend awarding Competitive Sealed Bid Number CSB#2020-07-100 For The Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project To Conrad Construction Co. Ltd. In An Amount Not To Exceed \$1,095,283.75.
ATTACHMENTS:	• Bid Tabulation • Letter of Bid Award Recommendation from Gessner Engineering
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

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

transferred to Acct/Project# _____ ☒ \$1,095,283.75_ from unassigned fund balance(CO 2019) will be used and added to Acct/Project# <u>25-50-7518</u>____ ☐ \$_____ 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: 

DIVIDER PAGE



BID OPENING
GREEN VALLEY DRIVE & WINNINGHAM LANE
DRAINAGE & UTILITY IMPROVEMENTS PROJECT
FRIDAY, JULY 31, 2020
10:05 A.M.

BIDS RECEIVED

<u>COMPANY NAME</u>	<u>AMOUNT</u>
1. DVL Enterprises	\$1,199,022.00
2. RAC Industries	\$1,371,589.30
3. Conrad Construction	\$1,095,283.75
4. MC ² Main Lane	\$1,447,999.21
5. Teamwork Construction	\$1,125,335.50
6. Sendero Industries, LLC	\$1,176,145.02
7. DG Medina Construction	\$1,940,029.30

DIVIDER PAGE



**Green Valley Drive and Winningham Lane
Roadway, Drainage, and Utility Improvements
Competitive Sealed Bid 2020-07-100**



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

Mr. Riley,

Gessner Engineering has reviewed the bid packets for the Competitive Sealed Bid #2020-07-100 Green Valley Drive and Winningham Lane Roadway, Drainage, and Utility Improvements.

Gessner Engineering recommends the project be awarded to Conrad Construction as they were the most economical for the City. In addition, Conrad Construction scored higher in regards to feedback from references and past experience on similar projects of size and scope.

Please see attached score tabulation for all bidders in the following page. Gessner Engineering appreciates the opportunity to work with you and it has been a pleasure to provide you this information. Please contact us if you have any questions.

Sincerely,

GESSNER ENGINEERING LLC, F-7451

By: *Pedro Rico*
Pedro Rico, PE

August 6, 2020



GREEN VALLEY DRIVE AND WINNINGHAM LANE ROADWAY, DRAINAGE, AND UTILITY IMPROVEMENTS
COMPETITIVE SEALED BID 2020-07-100

		Max Points Available	DVL	RAC	MC2	TEAMWORK	SENDERO	DG MEDINA	CONRAD
1	Total Cost including the contingency, alternates and addenda (some of the total amounts have been revised per		\$1,129,132.40	\$1,365,926.65	\$1,447,999.21	\$1,125,338.50	\$1,195,888.49	\$1,939,996.30	\$1,095,283.75
	Points for Cost	60	58.20	48.11	45.38	58.40	54.95	33.87	60.00
2	Past performance on similar projects of size and scope	20	20.00	15.00	20.00	15.00	0.00	20.00	20.00
3	References	20	18.67	8.67	14.67	14.33	0.00	15.00	20.00
	Technical Proposal Total	100	96.87	71.78	80.05	87.73	54.95	68.87	100.00
*INCOMPLETE PROPOSAL									

	Included (y/n)						
	DVL	RAC	MC2	TEAMWORK CONSTRUCTION	SENDERO	DC MEDINA	CONRAD
Bid Form	X	X	X	X	X	X	X
Bid Bond	X	X	X	X	X	X	X
References	X	X	X	X	X	X	X
Supplemental Information	X	X	X	X	X	X	X
Document 001 Subcontractors and Major Suppliers Form	X	X	X	X		X	X
Conflict of Interest Questionnaire	X	X	X	X		X	X
Attorneys Review Certificaiton	X	X	X	X	X	X	X

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

MEETING DATE: August 25, 2020

TOPIC: Resolution Number 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION CO. LTD. FOR THE GREEN VALLEY DRIVE AND WINNINGHAM LANE ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS PROJECT (CSB #2020-07-100); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: In the previous agenda item, the City Council awarded Bid Number 2020-07-100 for the Green Valley & Winningham Pavement & Utility Project to Conrad Construction Co. Ltd. in an amount not to exceed **\$1,095,283.75**. This Resolution approves a contract with Conrad Construction Co. Ltd. for the Green Valley & Winningham Pavement & Utility Project.

Please note that, due to the size of the contract, only the Contract for Construction has been included in the packet. The complete contract is on file with and available for inspection from the City Secretary.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number 20-XX

FUNDING ISSUES:

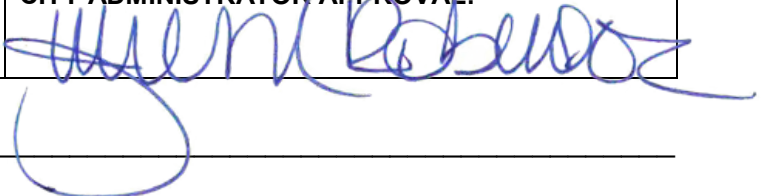
- ☐ Not applicable – no dollars are being spent or received.
- ☐ Full amount already budgeted in Acct/Project# _____
- ☒ Not budgeted, if approved, the following will be included in the FY 2021 Proposed Budget:
 - ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____
 - ☒ \$1,095,283.75 from unassigned fund balance (CO 2019) will be used and added to Acct/Project# 25-50-7518
 - ☐ \$_____ 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:



RESOLUTION NUMBER 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION CO. LTD. FOR THE GREEN VALLEY DRIVE AND WINNINGHAM LANE ROADWAY, DRAINAGE AND UTILITY IMPROVEMENTS PROJECT (CSB #2020-07-100); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas and Conrad Construction Co. Ltd. for the Green Valley Drive and Winningham Lane Roadway, Drainage and Utility Improvements Project (CSB #2020-07-100) (hereinafter called "Contract"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE,

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

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

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

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

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”
TO
RESOLUTION NUMBER 19-XX

CONTRACT FOR CONSTRUCTION

STATE OF TEXAS	§	CONTRACT BETWEEN THE
	§	CITY OF SPRING VALLEY VILLAGE,
	§	TEXAS AND CONRAD
	§	CONSTRUCTION CO., LTD.
COUNTY OF HARRIS	§	FOR THE GREEN VALLEY DRIVE
	§	AND WINNINGHAM LANE ROADWAY,
	§	DRAINAGE, AND UTILITY
	§	IMPROVEMENTS 2020 PROJECT

This Contract made this _____, 20__, by and between Conrad Construction Co., LTD, (hereinafter referred to as "Contractor"), and the City of Spring Valley Village, Texas, (hereinafter referred to as "City"), 1025 Campbell Road, Houston, Texas 77055.

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Green Valley and Winningham Lane Roadway, Drainage, and Utility Improvements 2020 Competitive Sealed Bid #2020-07-100 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Proposal dated July 31, 2020 (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule (Exhibit "E")

In the event there exists a conflict between any of the terms, clauses, or phrases of the foregoing documents, priority of interpretation shall be in the following order: this Contract, City's Specifications, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2.
SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

- 2.01 SCHEDULE FOR COMPLETION.** Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The City may request that Contractor develop and submit a Construction Schedule for each street. The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed has been issued to Contractor by the City. Contractor shall sign off on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within 220 calendar days after the date of the written notice to proceed has been issued by the City.

- 2.02 LIQUIDATED DAMAGES.** The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

- 2.03 DELAYS.** The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or

- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

ARTICLE 3. CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of **\$1,095,283.75**. City shall issue progress payments in accordance with the terms of this Contract.

ARTICLE 4. PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

ARTICLE 5. GENERAL PROVISIONS

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. The Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.
- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed by the project Engineer, City and Contractor and shall be incorporated in and become part of the Contract Documents.
- 5.5 ALLOWANCES & CONTINGENCY.** The Contractor shall include in the Contract Sum all allowances stated in the contract documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection. Unless otherwise provided in the Contract Documents: allowances shall cover the cost to the contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor costs for unloading and handling at the site, labor, installation, costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and whenever and costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order

shall reflect: (1) the difference between actual costs and the allowances, and changes in Contractor's cost.

- 5.6 INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.7 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.8 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.9 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged. The City's policy on items in the right-of-way is in effect for City projects.
- 5.10 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.11 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.
- 5.12 TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.13 SAFETY.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.14 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.

- 5.15 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.
- 5.16 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.17 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.18 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.19 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.20 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF SPRING VALLEY VILLAGE, TEXAS

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

ATTEST:

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

CONRAD CONSTRUCTION CO., LTD

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

ATTEST:

Corporate Secretary

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

MEETING DATE: August 25, 2020

TOPIC: **CONDUCT A PUBLIC HEARING CONCERNING:**

Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85’), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

BACKGROUND:

The Planning & Zoning Commission held Public Hearings on the proposed PAD development on May 12, 2020, July 13, 2020 and the latest proposal was discussed during the August 11, 2020 meeting. Following is a summary of the main components of the most recent proposal for the requested SVMP II PAD as submitted by Kimley-Horn (“Applicant”). The Applicant has also provided a drawing visually reflecting the recommended changes from the Planning & Zoning Commission, which are also shown in red below.

- Proposed three-story professional building over a four-level parking garage, one of the parking levels below ground. The proposed building has a gross building square footage (excluding parking area levels) of 85,647 square feet, and a net rentable square footage of 74,478 square feet. (Based on the recommendations of the Planning & Zoning Commission, the square footage was changed to 81,622 Gross Square Feet)
- The building height is proposed to be a maximum of 85’ feet above ground level. (The eighty-five feet is achieved at a distance of (194’) feet from the sound wall; the back of the office sits at (78’) feet high and will be at a distance of (95’) feet from the sound wall)
- The garage will be screened with a screening element that

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

is similar to the one that was used at Spring Valley Medical Plaza Phase I (9230 Katy Freeway).

- Punched windows with frosted glass up to five (5') feet from finished floor on all north-facing windows of the office to add additional screening for individuals inside the building facing the residential neighborhood. (The Planning & Zoning Commission recommendation included a requirement that the windows on the north elevation have frosted glass up to five foot six inches (5'6") above the floor. Additionally, all punched windows on the east elevation were recommended to have translucent or comparable glass.)
- The Planning & Zoning Commission recommendation included the planting of a minimum of three (3) mature field dug live oak trees on the north side of the property adjacent to the sound wall, and that the trees are to be maintained in perpetuity.
- The proposed building line setbacks are as follows:
 - Front – Fifty (50') feet from I-10 frontage road
 - Rear – Parking garage proposed at Forty-Seven (47') feet from sound wall and office space proposed at Sixty-Five (65') feet from sound wall. (The Planning & Zoning recommendation included a requirement for further setbacks across the rear starting with the 4th floor of the building being setback to seventy-five (75') feet from the sound wall, the 5th floor setback to eighty-five (85') feet from sound wall, and the 6th floor being setback ninety-five (95') feet from the sound wall.)
 - West Side – Thirty (30') feet from property lines of adjacent residential lots (inclusive of the 10 foot wide strip of land owned by the City for the sound wall)
 - Existing commercial structures – Ten (10') feet from property lines resulting in a total of twenty (20') feet from both the AT&T building and Spring Valley Medical Plaza building
- Additional information concerning access, additional landscaping, lighting, signage and other typically addressed in a PAD Ordinance have all been provided within the submittal package.

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

Generally, any developments within the Freeway Planned Area Development District (FPADD), which includes this property, are required to follow the regulations established within Commercial District “C” as a baseline. Any deviation may be granted through the passage of a PAD Ordinance. The following items are requested reductions to the requirements found within the Zoning ordinance governing this property as submitted by the Applicant:

- 85-foot maximum building height in lieu of the 39-foot maximum height allowed on the property currently. (The Council should note that the Freeway Planned Area District does allow for a maximum of eighty-five (85’) feet; however, Commercial District “C” states no building should be higher than thirty-nine (39’) feet.)
- 3.4 parking spaces per 1,000 square feet of gross building area in lieu of the 5.0 parking spaces per 1,000 square feet of gross building area required on the property currently for medical office use. With the requested reduction in the number of required parking spaces, the Applicant would provide 290 parking spaces instead of 427 as required by the Building Code. (The Planning & Zoning Commission recommendation included a minimum of 3.5 parking spaces per 1,000 square feet of gross building area. With this recommendation and the new building square footage, the Applicant would provide 287 parking spaces instead of 408 as required by the Building Code.)
- Elimination of the requirement to have retail use on the first floor.
- Approve the removal of the landscaping behind the existing Medical Office Building located on the 9230 Katy Freeway property to accommodate the extension of the fire lane as required by the Village Fire Department Fire Marshal in order to meet current Fire Code requirements.

RECOMMENDATION: Not Applicable in the Public Hearing

ATTACHMENTS:

- Application for New Planned Area Development and Supporting Documents
- Supplemental Package (Updated Drawings reflecting incorporation of the Planning & Zoning Commission’s Recommendations)
- 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

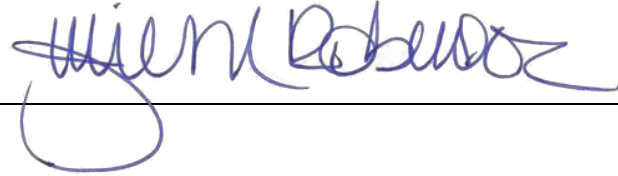
**City of Spring Valley Village City Council
Agenda Item Data Sheet**

- Sign Posting and Maintenance Affidavits
- Petition Submitted by Rebecca Bloch-Lopez on June 3, 2020
- Map Reflecting Location of Properties that Signed Petition
- Email Correspondence From Residents Regarding The Proposed Development Of 9210 Old Katy Road

SUBMITTING STAFF MEMBER:

Zachary Meadows, Director of
Community Development

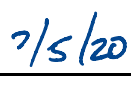
CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE



PAD DEVELOPMENT & PAD AMENDMENT APPLICATION

PROPERTY INFORMATION		
Type of Application:	☒ New Planned Area Development ☐ Amendment to Planned Area Development	
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		
Development Name: SVMP II	Zoning District: FPADD	
OWNER INFORMATION		
Name: TLM-SVMP II LLC - John Joubert	Phone#: 713-600-0800	
Address: 110 E. Davis Street McKinney, TX 75069		
Email: jjoubert@i3interests.com		
APPLICANT/AGENT INFORMATION		
Name: Kimley-Horn - Steven Freeman	Phone#: 281-475-2817	
Address: 1400 Woodloch Forest Drive, Suite 225 The Woodlands, TX 77380		
Email: steven.freeman@kimley-horn.com		
**If applicant is different than property owner a <i>Notarized Letter of Authorization</i> 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	Printed Name	Application Date
FOR OFFICE USE ONLY		
Zoning Case 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.

PAD DEVELOPMENT & PAD AMENDMENT SUBMITTAL REQUIREMENTS

Attach These Items With Completed Application:

- ☐ Fifteen (15) copies of Completed Packet
- ☐ Letter stating applicant's reasons for request
- ☐ Letter from property owner if different from the applicant

The Following Items Are Required To Be Addressed Within All PAD Applications:

- ☐ Site Plan
- ☐ Elevation Plans
- ☐ Access for the Property; Traffic Impact Study
- ☐ Parking Facilities and Maintenance thereof (Off-site, on-site, overnight, parking structures, etc.); Parking Ratios
- ☐ Adjacent Property impacts – sight lines, landscape screening, noise & light spillover
- ☐ Uses (Permitted, uses allowed by specific use permit, uses by floor, restriction of outdoor uses including display & sales, etc.)
- ☐ Hours of operation, construction activity, & site maintenance
- ☐ Dumpster location(s) and hours of trash collection
- ☐ Landscaping plans, plant lists, irrigation plans and maintenance thereof
- ☐ Logistics for deliveries including location & hours of operation
- ☐ Signage (type(s), location, sizes, etc.)
- ☐ Drainage system design in compliance with City's Drainage Criteria Manual
- ☐ Plans for site electrical & other utility delivery systems
- ☐ Site Lighting – landscape, signage, accent, exterior building & parking lot

How do I submit a request?

The City of Spring Valley Village requests that 15 copies be submitted at the time of application. Before submitting, you will be required to meet with City representatives to hold a development review committee meeting. Upon completion of the meeting and a complete application, applicants will coordinate submission and payment of application.

What is the purpose of the public hearings?

The City of Spring Valley has established that all Plats must go through a Public Hearing Process in order to be approved; this will take place with the Planning & Zoning Commission and the City Council. The platting regulations are established to ensure an orderly development of lots throughout the City, as such 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 or a representative should be present at the public hearings. The owner, applicant or an agent may make the presentation to the Planning & Zoning Commission.



August 5, 2020

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

**RE: Applicant Letter
SVMP II
Proposed Planned Area Development Application
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 property described in the supporting documents submitted with this letter, please allow this letter to serve as a summary of the application to create a Planned Area Development for the subject property to allow the construction of a single building with incorporated parking garage. The proposed development will conform to the following proposed development criteria and with the supporting plans provided with this application.

1. Building Description – The development within the PAD consists of a single three-story professional building over a four-level parking garage. One of the parking levels is located below ground, and therefore, the proposed building will have a total of 6 levels above grade. The gross building square footage (excluding parking area levels) is 85,647 square feet, and the net usable square footage is 74,478 square feet.
2. Building Height – The maximum height of the building will not exceed 85'-0" above ground level at a distance of 194' from the sound wall. Additionally, the rear of the building (North building line) will not exceed 78'-0" above ground level at a distance of 65' from the soundwall.
3. Residential Buffering/Screening – Due to its visibility to the adjacent residential neighborhood, special care was given to ease its scale and visual impact. It is our understanding, through the circulated petition signed by a number of citizens, the preference would be to limit this building to the requirements set forth in Section 12 Chapter 06:03.01 and 06:03.02 of the Zoning Ordinance. While this chapter does not apply to the subject property since it lies within Commercial District C, we have attempted to adopt, in-part, a design concept consistent with the requirements for buildings within Commercial District B. More specifically, as it relates to stepping back the building from the property lines in order to increase the building height. The north façade is stepped back over multiple floors from the residential area, providing relief to the neighboring homes and views. Additionally, the garage will be screened with a similar screening element that was used at Spring Valley Medical Plaza Phase I.
4. Setbacks – The building within the PAD will conform to the following setbacks:
 - a. 50-foot building line setback along the Interstate 10 frontage of the site.

- b. 20-foot building line setback on the west property line of the subject site that abuts 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 this building line established on the subject site (including the 10-foot wide strip of land owned by the City) will be 30-feet.
 - c. 47-foot building line setback on the north property line of the subject site which includes the 10-foot wide strip of land owned by the city of Spring Valley Village.
 - d. 10-foot building line setbacks from all other portions of the boundary of the subject site.
5. Building Use – The proposed use within the building consists of medical use only.
 - a. No retail use is required for the building within this PAD.
6. Parking – The development provides 3.4 parking spaces per 1,000 square feet of gross square footage.
7. Access – The bulk of building tenant traffic will enter and exit the parking garage via the existing driveway on the Interstate 10 westbound frontage road. There will also be cross access provided through the existing medical office building development on the neighboring property that will help distribute some of the vehicle trips to and from the site onto Adkins Road.
8. Landscaping – Landscaping and irrigation will be provided that meet or exceed the City's landscape ordinances. A final landscape and irrigation plan will be submitted with construction documents at time of permit submission.
 - a. Existing landscaping behind the existing medical office building on the neighboring property to the west of the subject site will be removed 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.
9. Drainage – All rainwater runoff on the subject site will be collected in an onsite underground storm sewer system that will outfall to the existing storm sewer in the Integrate 10 right of way. The onsite storm sewer system will be designed in conformance with the published City, Harris County, and TxDOT drainage criteria, including detention if required to meet the applicable requirements. If detention is required, it will be provided underground.
10. Outdoor uses – Outdoor displays and storage are prohibited.
11. Site Lighting – No outdoor lighting shall be permitted to directly shine on adjacent residential or business properties. All outdoor lamps will be appropriately shaded and screened.
12. Trash Dumpsters – The development will have one trash/refuse dumpster location as shown on the site plan behind the building, so it is not visible from the adjacent public right of way.
13. Noise – All activities will comply with the ordinances of the City applicable to noise and sounds.

In summary, the requested PAD for the subject site is seeking the following reductions from the development criteria that currently govern the development of this property based on the current zoning designation and applicable City codes and ordinances:

- 85-foot maximum building height in lieu of the 39-foot maximum height allowed on the property currently.

- 3.4 parking spaces per 1,000 square feet of gross building area in lieu of the 5.0 parking spaces per 1,000 square feet of gross building area required on the property currently for medical office use.
- Elimination of the requirement to have retail use on the first floor.
- Approve the removal of the landscaping behind the existing Medical Office Building located on the 9230 Katy Freeway property to accommodate the extension of the fire lane.
- 10' Building Setback where property abuts commercial use (partial Eastern and entire Western boundary)

We are requesting the review and approval of the PAD Application inclusive of the revisions identified below as they compare our previous submittal from the July hearing to our current proposal.

	Current Ordinance	Previous Proposal - July Hearing	Current Proposal - August Hearing
Building Height	39 ft	85 ft	78 ft at North Elevation and 85 ft at South Elevation for architectural screening
Building Setback		30 ft from Parking Garage to Sound Wall 50 ft from Office Building to Sound Wall 85 ft from Office to Residence	47 ft from Parking Garage to Sound Wall 65 ft from Office Building to Sound Wall 100 ft from Office to Residence
Building Size		76,396 USF	74,478 USF
Building Materials – North Facade		Horizontal metallic fins and green balcony on North Elevation	Punched windows with frosting up to 5'-0" from finish floor on North Elevation.
Parking Ratio	5 spaces per 1,000 GSF	3.9 spaces per 1,000 SF based on USF (3.4 based on GSF)	3.4 spaces per 1,000 GSF

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: 

Name: Rene Joubert

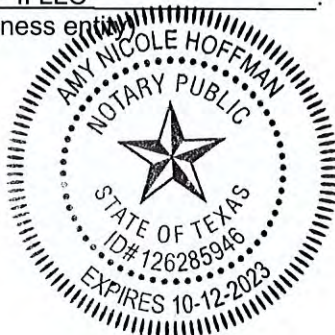
Title: Manager

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)




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";

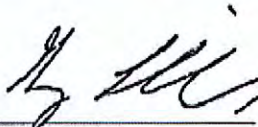
THENCE, North 88°43'56" East, a distance of 9.51 feet to a set "X";

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



An architectural rendering of a modern medical plaza. The building features a multi-story structure with a prominent glass facade on the right side, reflecting the sky. The left side of the building has a more solid, light-colored facade with vertical window bands. The foreground shows a paved plaza area with some landscaping. The overall style is clean and professional.

SPRING VALLEY MEDICAL PLAZA PHASE II

9210 Old Katy Road
Houston, TX 77055



AERIAL VIEW OF PROJECT



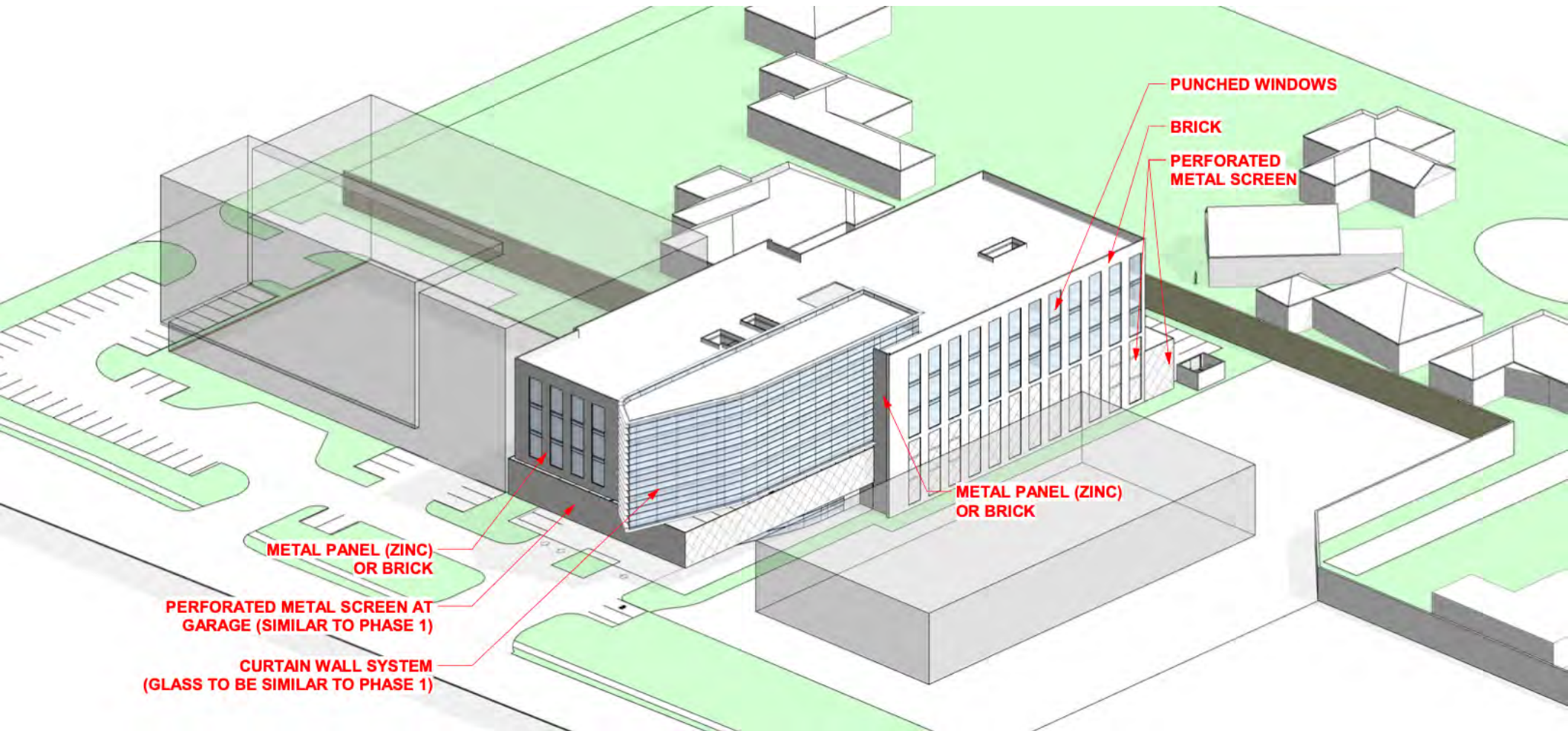
SOUTH ELEVATION (VIEW FROM INTERSTATE 10)



NORTH ELEVATION



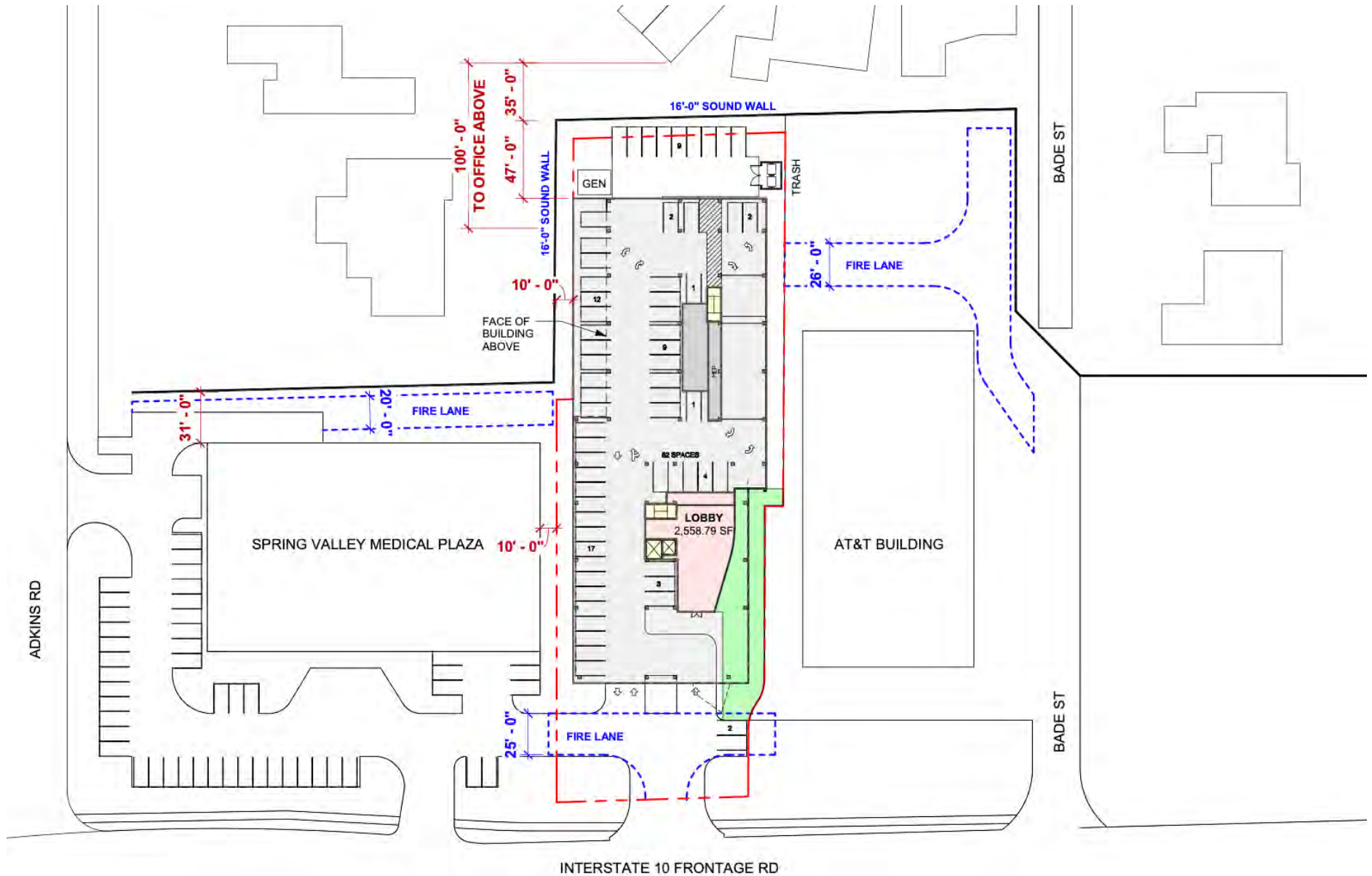
SITE RENDERING



SITE RENDERING



PROPOSED SITE PLAN



AERIAL VIEW OF ADJACENT PROPERTIES

SUBJECT

1A/B

SPRING VALLEY
MEDICAL PLAZA
PHASE II

7A/B

JENSEN
PARKING GARAGE

3

ERSA GRAE
BUILDING

2

SPRING VALLEY
MEDICAL PLAZA

SPRING VALLEY PLACE (STREAM)
& PARKING GARAGE

5 & 6

ERSA GRAE
PARKING GARAGE

4A/B



i3interests.com

BUILDING LINE STUDY OVERVIEW

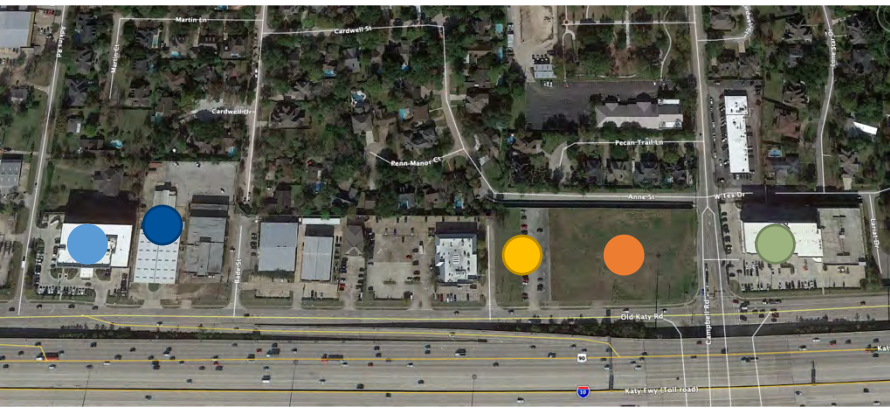
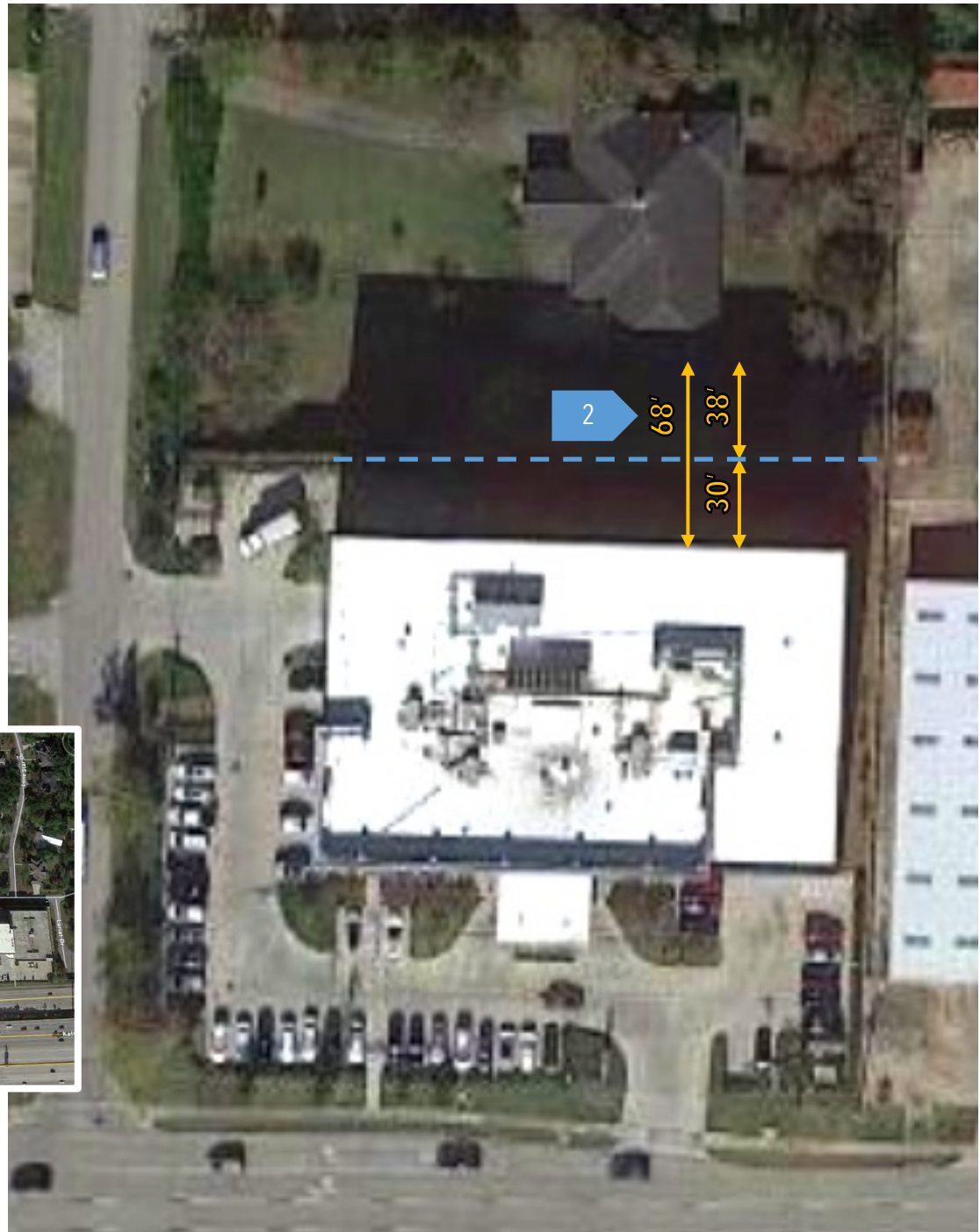
	PROPERTY	LOCATION	STATUS	HEIGHT	SETBACK DISTANCES		TOTAL DISTANCE	RESIDENTIAL AREA OF SIGHT	ADJACENT STRUCTURE HEIGHTS
	SUBJECT				Structure to Sound Wall	Sound Wall to Residence			
1A	Spring Valley Medical Plaza Phase II	9210 Old Katy	Previously Proposed	6 Stories 85 ft	30/50 ft	35 ft	85 ft	3.5 Stories	Single Story
1B	Spring Valley Medical Plaza Phase II		Revised Proposal	6 Stories 85 ft	47/65 ft	35 ft	100 ft	2.5 Stories	Single Story
2	Spring Valley Medical Plaza	9230 Katy Fwy	Existing	6 Stories 85 ft	30 ft	38 ft	68 ft	3 Stories	Single Story
3	Ersa Grae Building	9090 Katy Fwy	Existing	5 Stories ~80 ft	50 ft	72 ft	122 ft	3.5 Stories	Single Story
4A	Ersa Grae Parking Garage - North		Existing	5 Levels ~48 ft	10 ft	75 ft	85 ft	2.5 Levels	Single Story
4B	Ersa Grae Parking Garage - East			4 Levels ~38 ft	10 ft	60 ft	70 ft		
5	Spring Valley Place (Stream)	1001 Campbell	Approved	5 Stories 85 ft	100 ft	74 ft	174 ft	4 Stories	Two Story
6	Spring Valley Place (Stream) Parking Garage - North		Approved	7 Levels 67 ft	15 ft	74 ft	89 ft	4.5 Levels	Two Story
7A	Jensen Parking Garage - North		Approved	4 Levels 60 ft	25 ft	81 ft	106 ft	3 Levels	Two Story
7B	Jensen Parking Garage - Northwest		Approved	4 Levels 60 ft	28 ft	62 ft	90 ft	2.5 Levels	Single Story



BUILDING LINE STUDY

PROPERTY: SPRING VALLEY MEDICAL PLAZA
LOCATION: 9230 KATY FWY

2 STATUS: EXISTING
HEIGHT: 6 STORIES, 85 FT
SETBACKS: 30 FT + 38 FT = 68 FT



AERIAL VIEW KEY



SITE LINE STUDY

PROPERTY: SPRING VALLEY MEDICAL PLAZA

LOCATION: 9230 KATY FWY

2 STATUS: EXISTING
HEIGHT: 6 STORIES, 85 FT
SETBACKS: 30 FT + 38 FT = 68 FT



***VIEW LOOKING NORTH FROM LEVEL 5,
5 FT BACK FROM WINDOW***



VIEW LOOKING NORTH FROM LEVEL 5, AT WINDOW GLASS



BUILDING LINE STUDY

PROPERTY: SPRING VALLEY MEDICAL PLAZA
PHASE II

LOCATION: 9210 OLD KATY RD

1B STATUS: PROPOSED
HEIGHT: 6 STORIES, 85 FT
SETBACKS: 65 FT + 35 FT = 100 FT



AERIAL VIEW KEY



SITE LINE STUDY

PROPERTY: SPRING VALLEY MEDICAL PLAZA PHASE II

LOCATION: 9210 OLD KATY RD

1A VIEW FROM OPTION 1A, 60 FT SETBACK

VIEW LOOKING NORTH FROM PROPOSED LEVEL 6, WITHOUT FROSTED GLASS



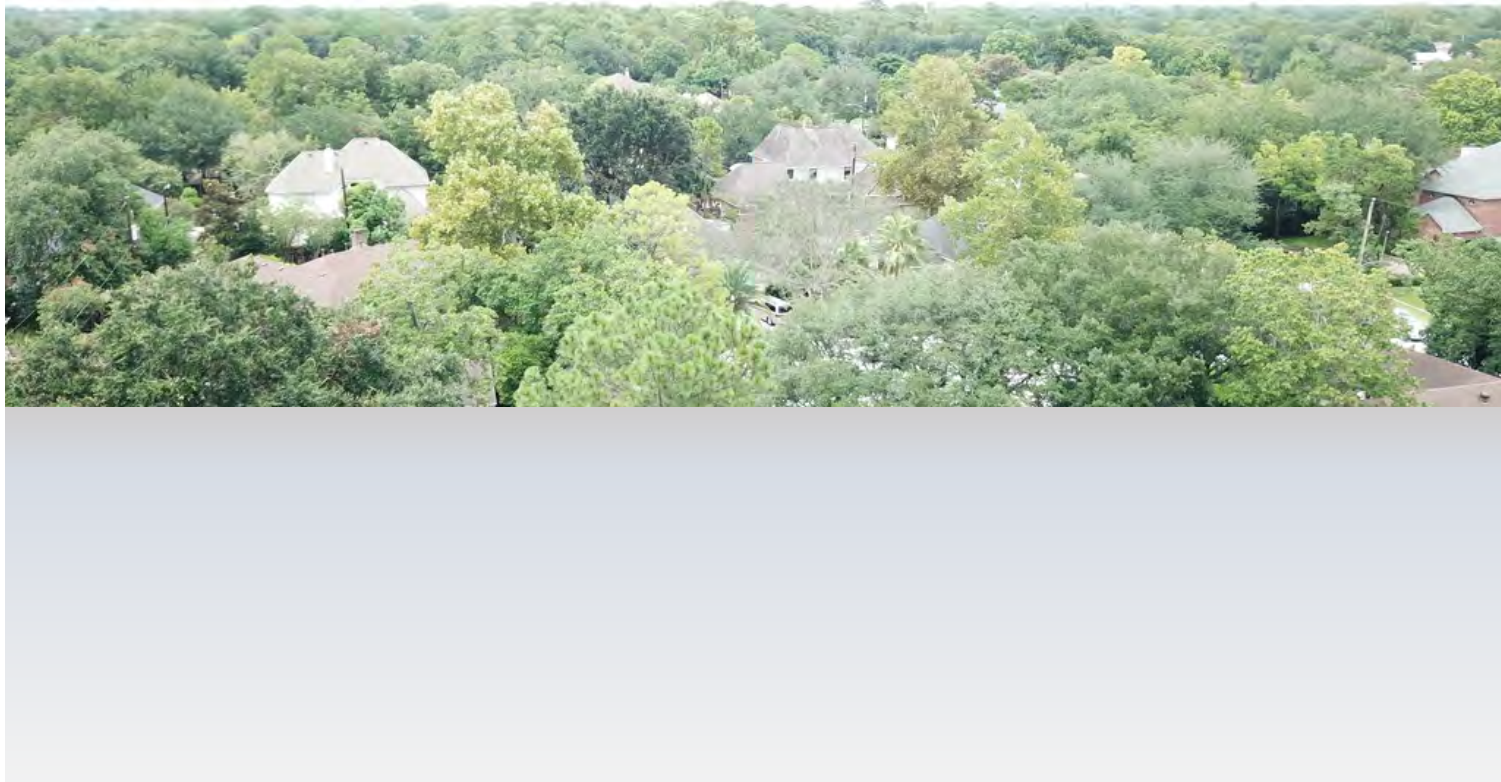
SITE LINE STUDY

PROPERTY: SPRING VALLEY MEDICAL PLAZA PHASE II

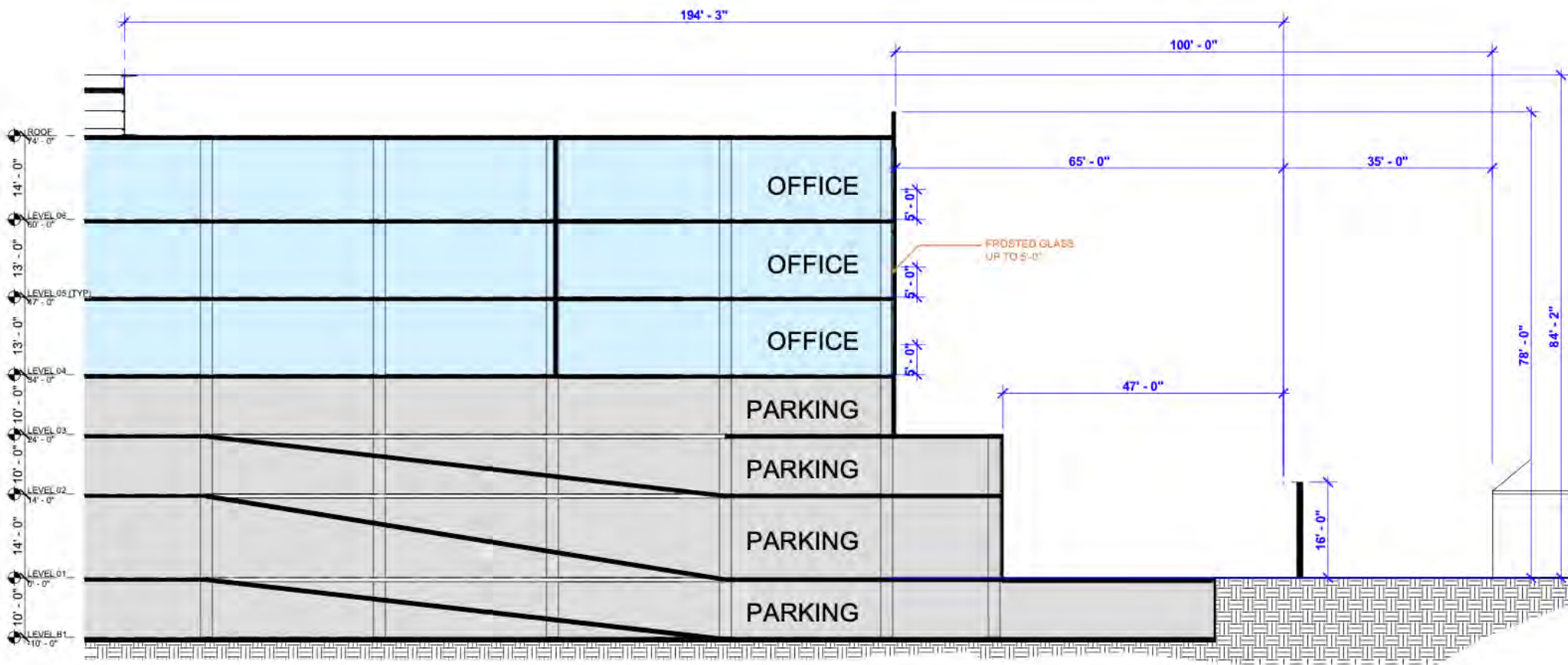
LOCATION: 9210 OLD KATY RD

1A VIEW FROM OPTION 1A, 60 FT SETBACK

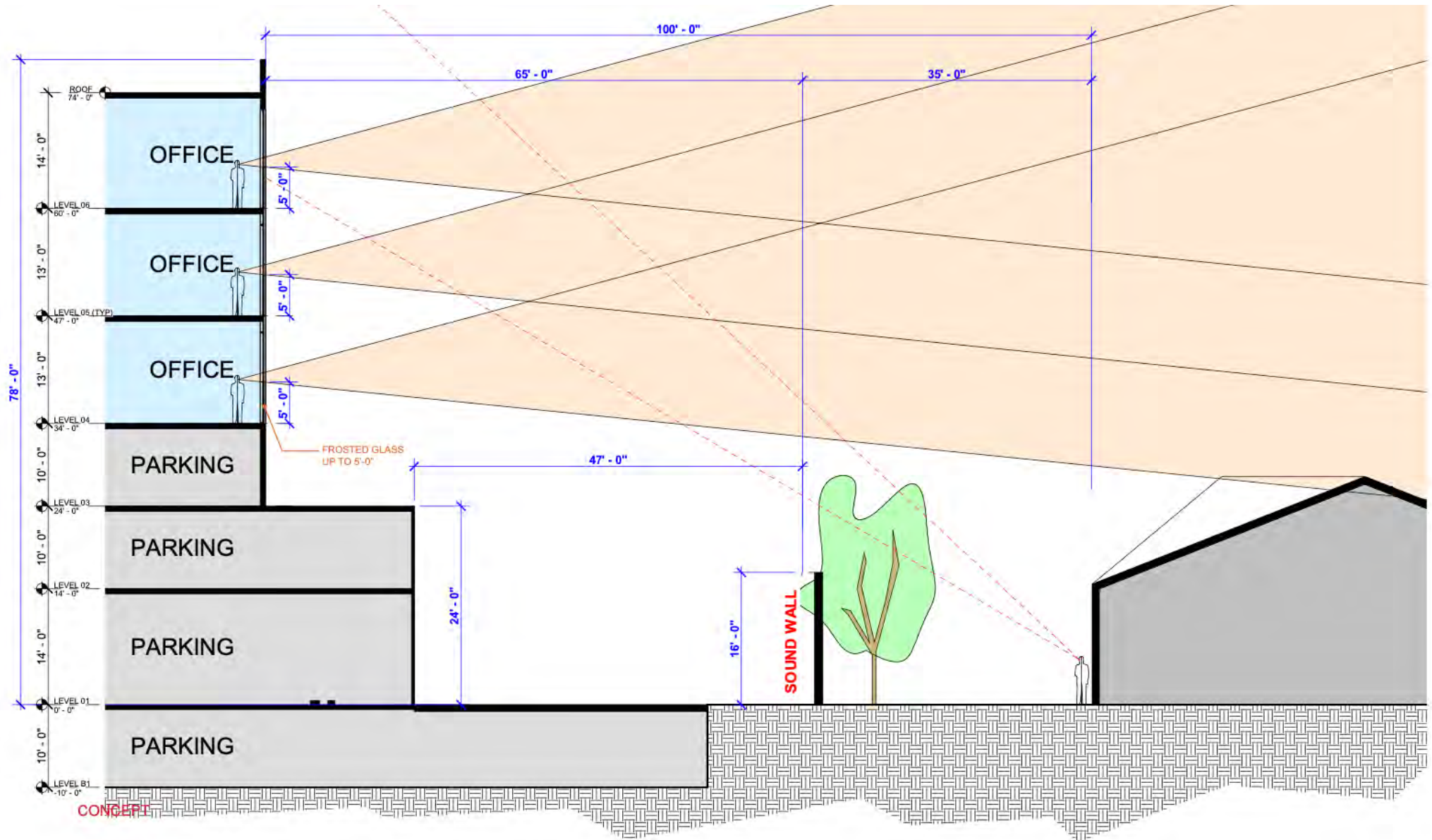
VIEW LOOKING NORTH FROM PROPOSED LEVEL 6, WITH FROSTED GLASS



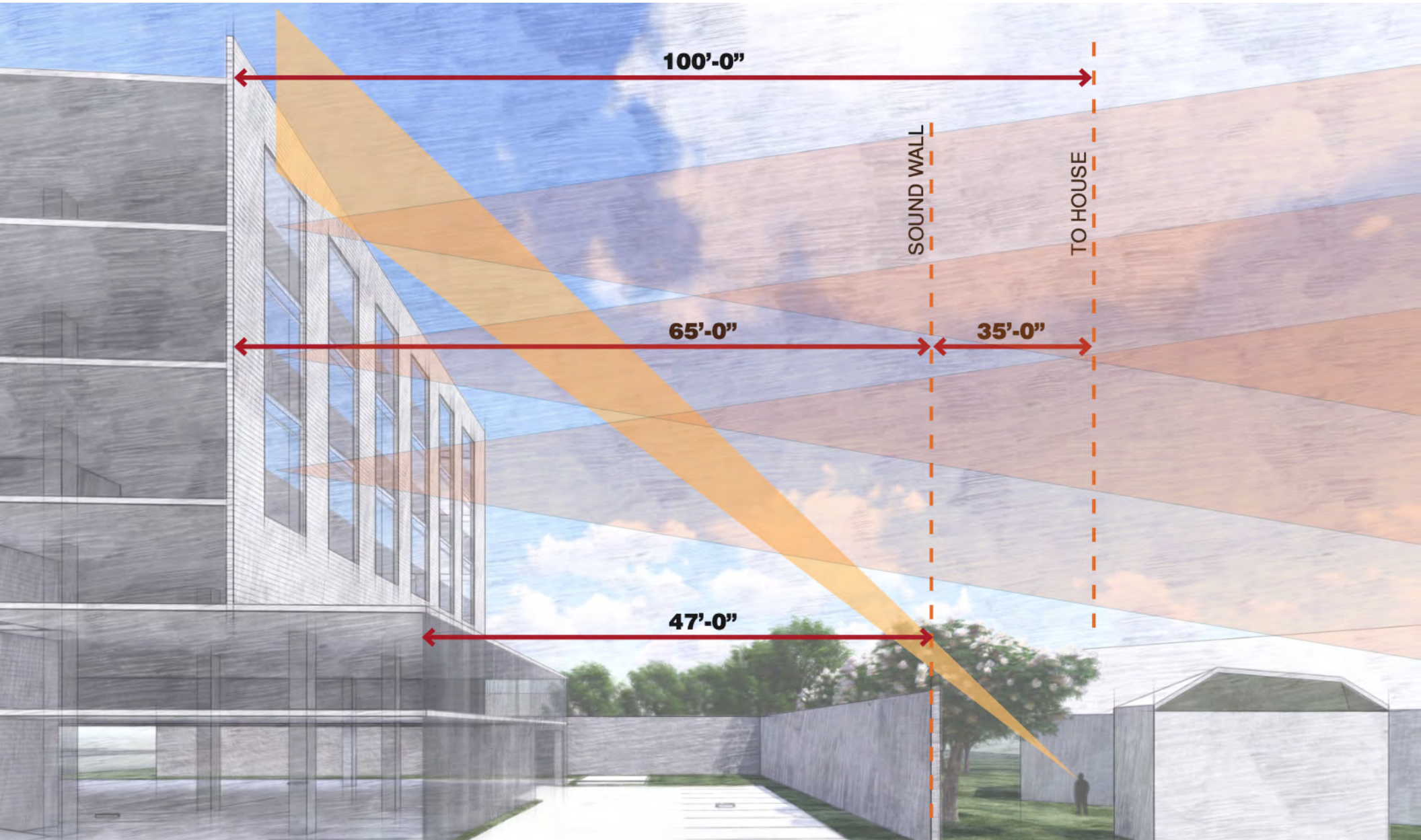
BUILDING SECTION



SITE LINE



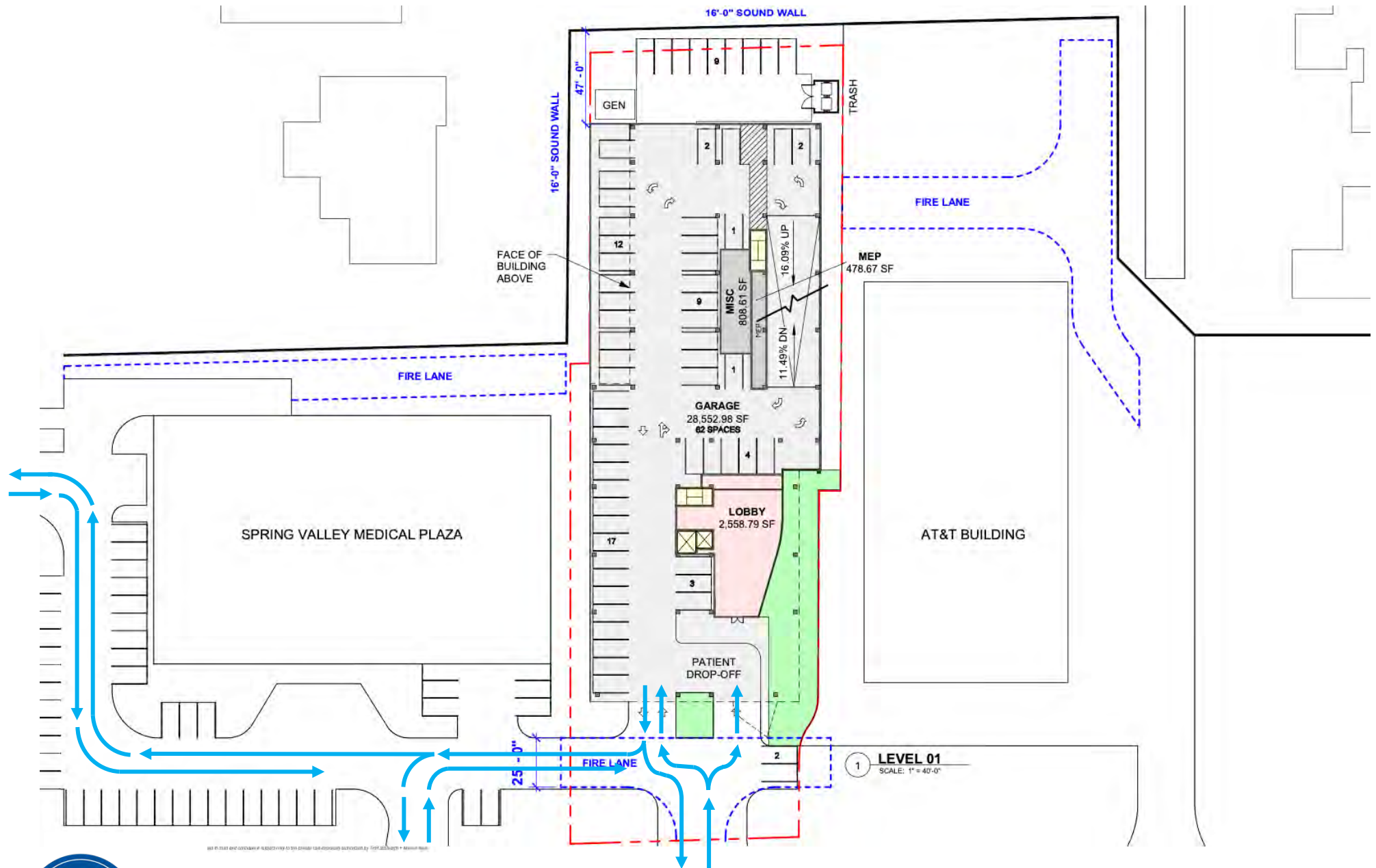
SITE LINE



BUILDING ELEVATION: VIEW FROM RESIDENCE



PROPOSED SITE PLAN & TRAFFIC FLOW



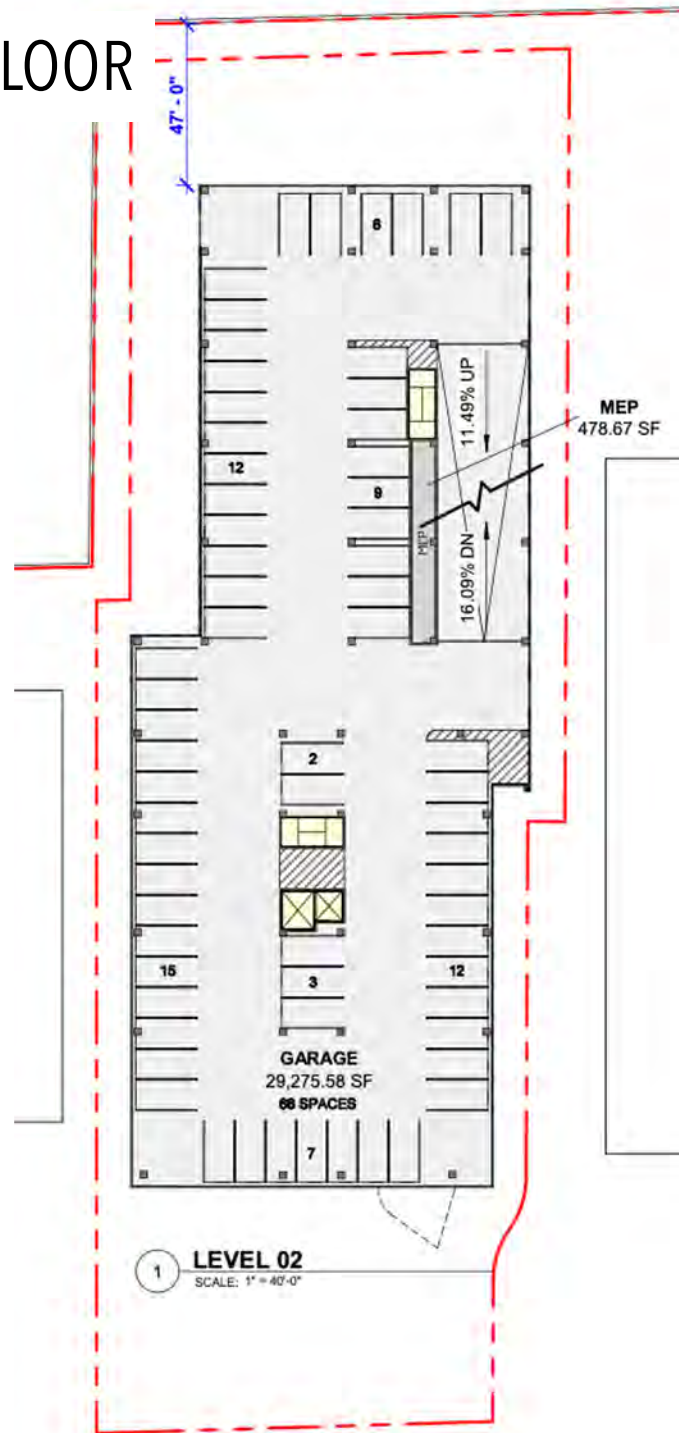
FLOOR PLAN: FIRST FLOOR



FLOOR PLAN: BASEMENT



FLOOR PLAN: SECOND FLOOR



PARKING COUNT

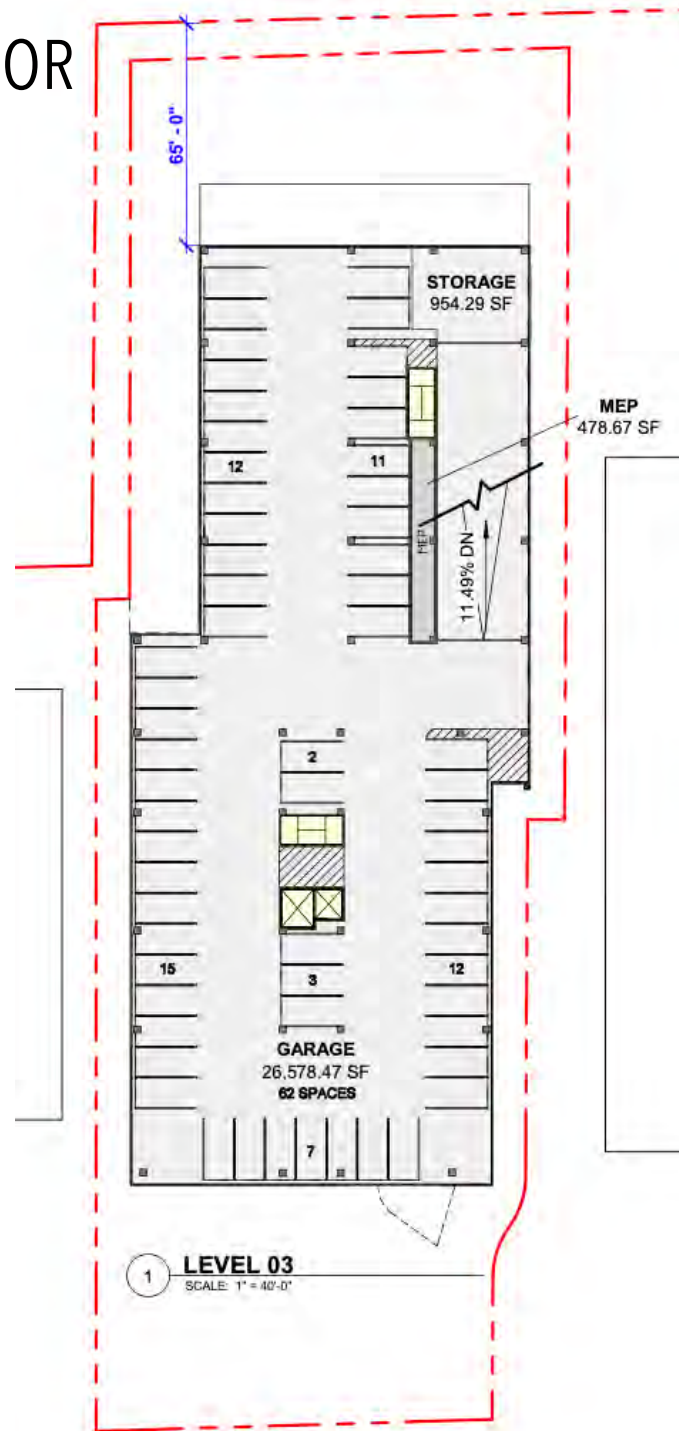
OFFICE SPACE

Gross levels 4-6	27,696 GSF
Gross level 1	2,559 GSF
Total Gross	85,647 GSF

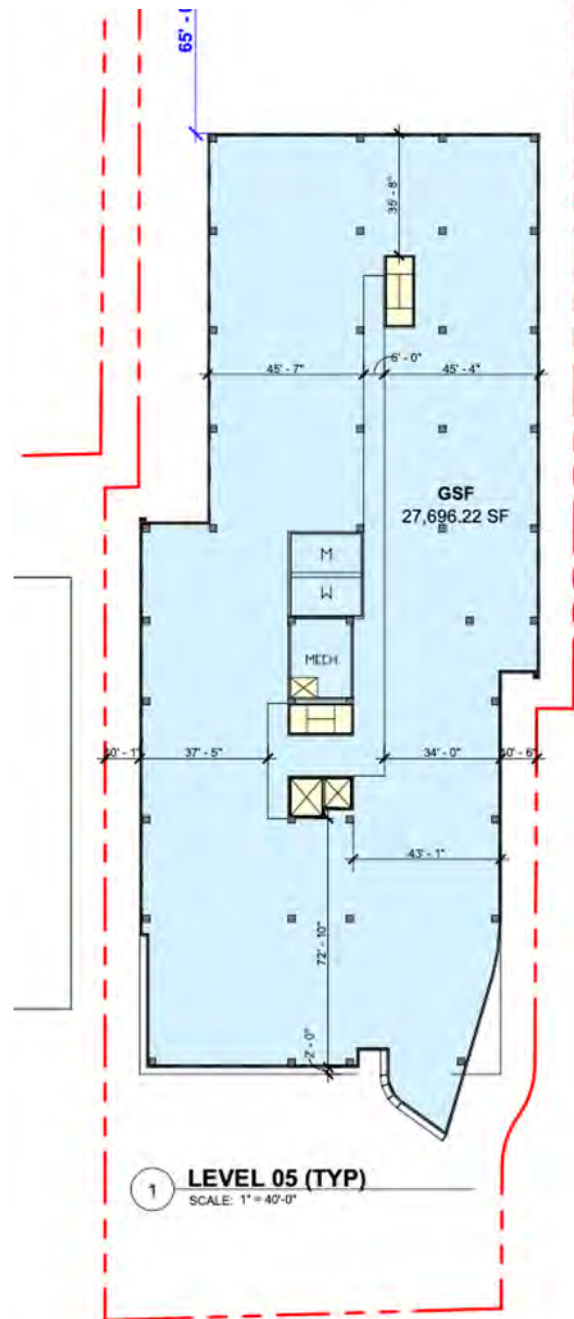
PARKING

Level 3	62
Level 2	66
Level 1	62
Level B1	100
Total	290 Cars
	3.4 cars per 1,000

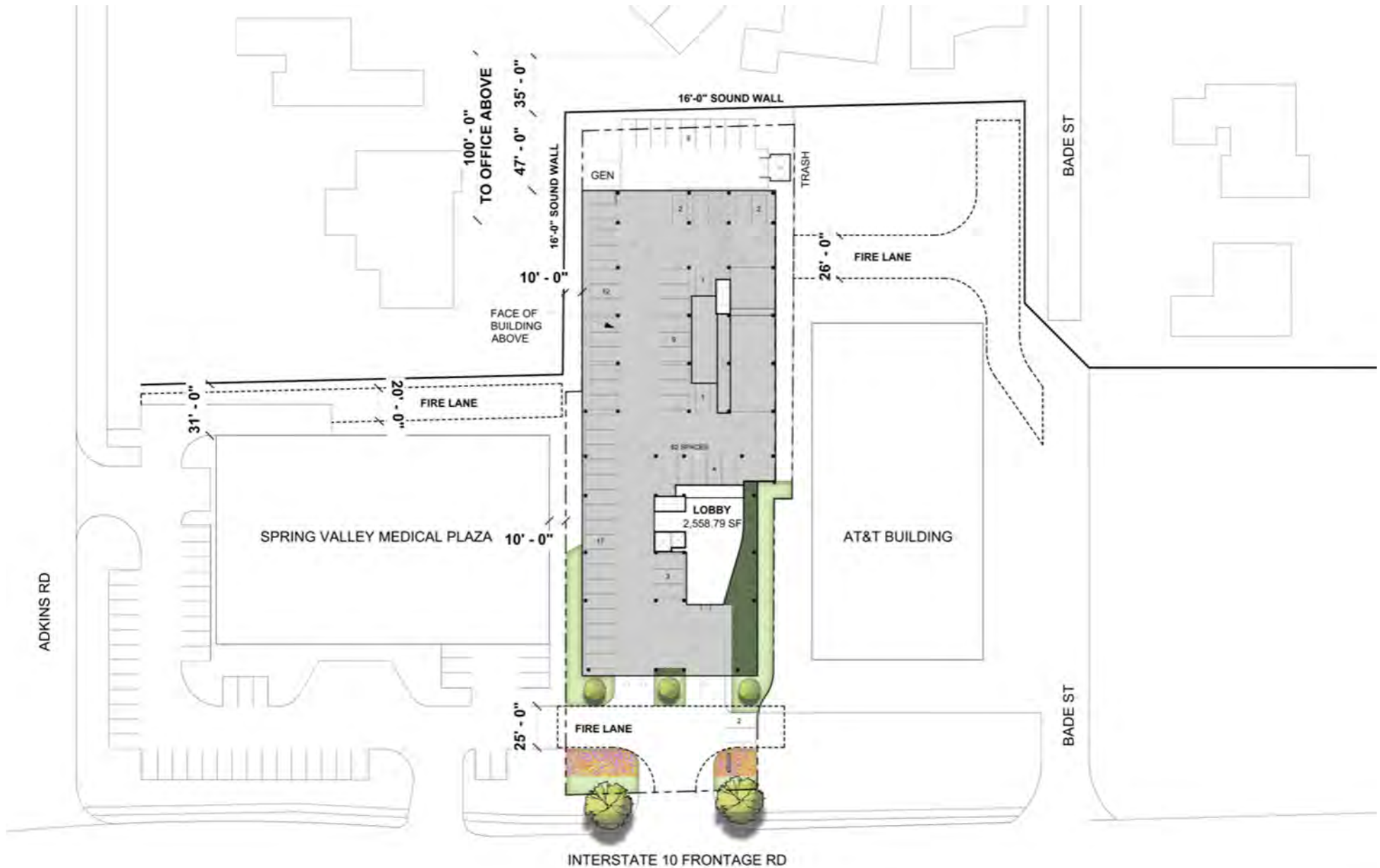
FLOOR PLAN: THIRD FLOOR



FLOOR PLAN: FIFTH FLOOR, TYPICAL



LANDSCAPE PLAN



LANDSCAPING VEGETATION



Savannah Holly



Crape Myrtle



Wax Myrtle



Live Oak



Little Gem Southern Magnolia



Liriope



Dwarf Yaupon Holly



Boxwood



Muhly Grass



Aztec Grass



Knockout Roses



Indian Hawthorn



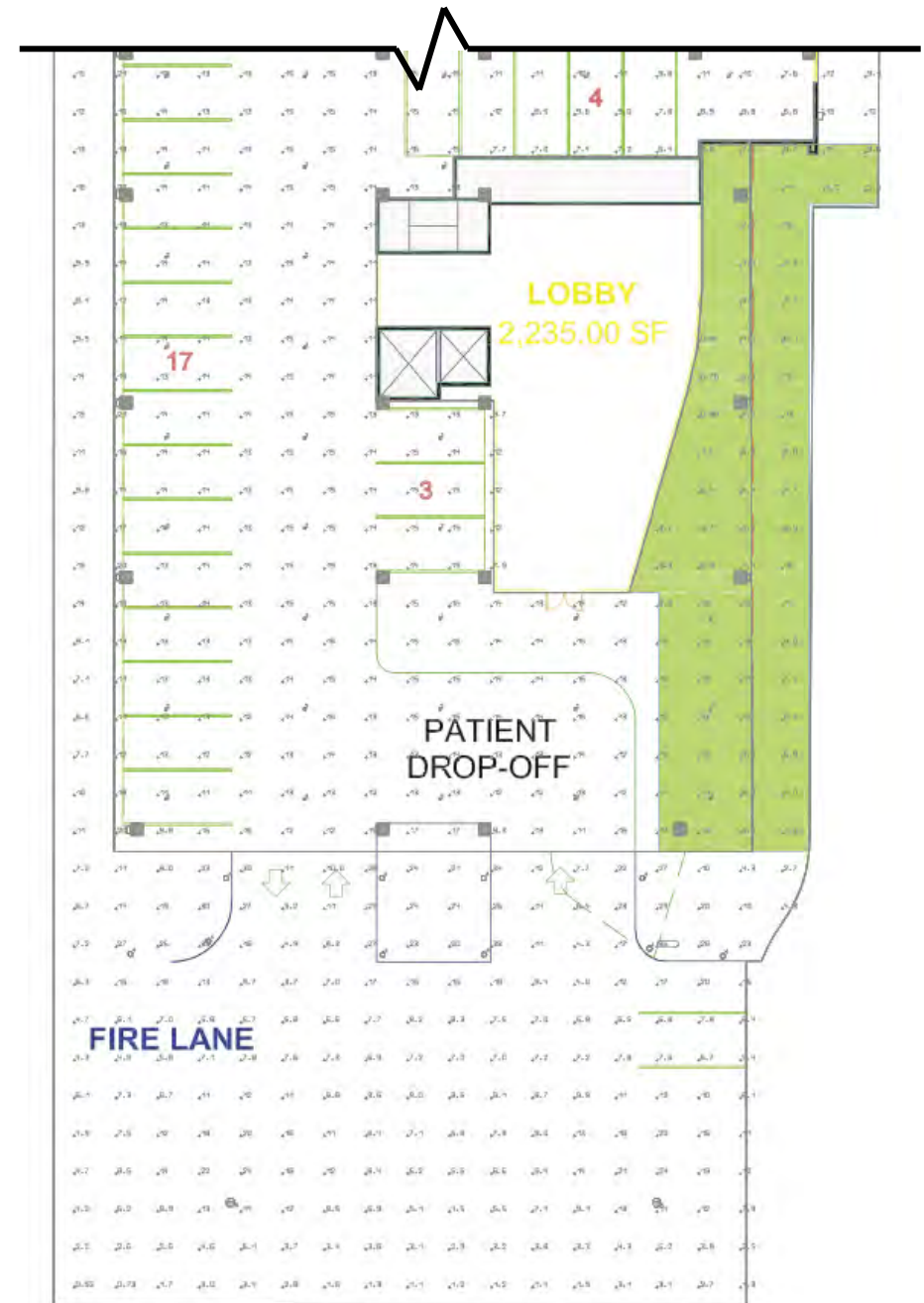
New Gold Lantana



Little Bunny



PHOTOMETRIC STUDY



SITE LIGHTING FIXTURE SCHEDULE

Luminaire list (Site 1)								
Index	Manufacturer	Article name	Item number	Fitting	Luminous flux	Light loss factor	Connected load	Quantity
1	Luminoso Lighting, Inc	EFC-70W-50K		1x	6922 lm	0.80	67 W	22
2	LUMINOSO LED INC	ECPY-65W-50K		1x	6320 lm	0.80	64.9 W	70
3	AV POLES & LIGHTING	AVPL-CL-S-6-III-1050mA-330W-5K		1x LUMILEDS LUXEON Mx 6 MODULES WITH 4 LEDS PER MODULE 330W PER MODULE 1050mA DRIVE CURRENT TYPE III MEDIUM	37242 lm	0.80	330 W	2
4	AV POLES & LIGHTING	ATR-BOL-42-VS-1050mA-55W-5K		1x LUMILEDS LUXEON Mx 1 MODULE WITH 4 LEDS PER MODULE 55W PER MODULE 1050mA DRIVE CURRENT TYPE VS MEDIUM	6023 lm	0.80	55 W	10



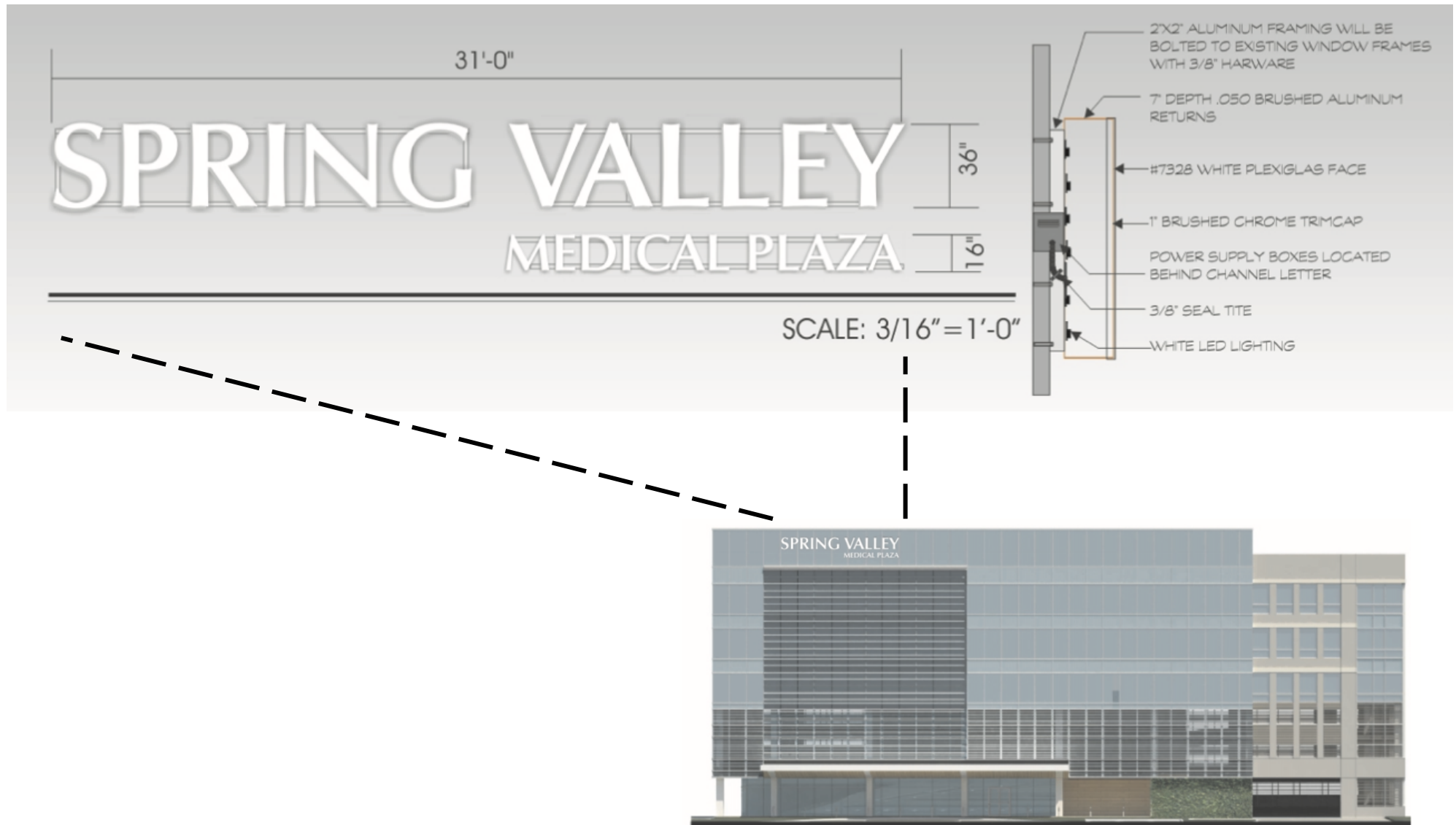
MONUMENT SIGN



Intend to match existing monument signage at neighboring property.



BUILDING SIGNAGE



Intend to match existing building signage at neighboring property.

SITE DESIGN CRITERIA

Outdoor uses: Outdoor displays and storage are prohibited.

Lighting Levels and Limitations:

- No outdoor lighting shall shine directly on adjacent residential or business properties.
- Lighting levels on the surface parking lot will be maintained at a minimum average of 2.4 foot candles in the parking field.
- Reduced levels of 1 foot candle average will be maintained for after-hours security purposes.
- All lighting will be "white" color corrected lighting of metal halide or color corrected fluorescents.

Trash Dumpsters: The development will have one enclosed trash/refuse dumpster location.

Drainage Systems: It's assumed that underground detention will be utilized for drainage mitigations requirements. The site will be drained via an underground catch basin storm sewer system with drainage complying with regulations. A final drainage and irrigation plan will be submitted with construction documents at time of permit submission. Drainage will be sloped to the south toward I-10.

Noise: All activities will comply with the ordinances of the City applicable to noise and sounds.

CODE ANALYSIS

APPLICABLE CODES AND STANDARDS

1. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
 1. NFPA 13, SPRINKLER SYSTEMS
 2. NFPA 101, LIFE SAFETY CODE
 3. NFPA 99, HEALTHCARE FACILITIES
 4. NFPA 110, POWER SYSTEMS, EMERGENCY AND STAND-BY
 5. ALL REFERENCED NFPA WITHIN ALL ABOVE
2. SPRING VALLEY VILLAGE CODES AND AMENDMENTS
 - A. 2018 INTERNATIONAL BUILDING CODE
 - B. 2018 INTERNATIONAL MECHANICAL CODE
 - C. 2018 INTERNATIONAL PLUMBING CODE
 - D. 2018 INTERNATIONAL ENERGY CONSERVATION CODE
 - E. 2018 FUEL GAS CODE
 - F. 2017 NATIONAL ELECTRIC CODE
3. 2012 TAS STANDARDS

PROJECT DESCRIPTION:

This Project consists of a new Medical Office Building in Spring Valley Village, Texas.

NAME OF PROJECT: Spring Valley Medical Plaza - Phase II

ADDRESS: 9216 Old Katy Road, Houston, Texas 77055

PROPOSED USE: Shell Medical Office Building and Parking Garage

OWNER OR AUTHORIZED AGENT: i3 Interests PHONE: TBD

OWNED BY: i3 Interests CITY/COUNTY PRIVATE STATE

CODE ENFORCEMENT JURISDICTION: CITY: Spring Valley Village COUNTY: Harris

LEAD DESIGN PROFESSIONAL: Munoz + Albin

DESIGNER	FIRM	NAME	LICENSE #	TELEPHONE #
ARCHITECT:	THR3E Design	---	---	---
CIVIL:	Kimley Horn	---	---	---
ELECTRICAL:	---	---	---	---
FIRE ALARM:	---	---	---	---
PLUMBING:	---	---	---	---
MECHANICAL:	---	---	---	---
SPRINKLER:	---	---	---	---
STRUCTURAL:	---	---	---	---
RETAINING WALLS:	---	---	---	---
OTHER:	---	---	---	---

NEW CONSTRUCTION

SHELL BUILDING

LEASE SPACE BUILD OUT (LSBO)

CHANGE OF OCCUPANCY

SUBSTANTIAL IMPROVEMENT

OTHER: _____

BUILDING DATA

CONSTRUCTION TYPE: ☐ I-A ☐ I-B ☒ II-A ☐ II-B ☐ III-A ☐ III-B ☐ IV ☐ V-A ☐ V-B

MIXED CONSTRUCTION: ☒ NO ☐ YES TYPES: N/A

SPRINKLERS: ☐ NO ☒ YES ☒ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D ☐ EXISTING

STANDPIPES: ☐ NO ☒ YES CLASS: ☒ I ☐ II ☐ III ☒ WET ☒ DRY (GARAGE ONLY)

FIRE DISTRICT: ☒ NO ☐ YES

BUILDING HEIGHT: 84'-2" FEET 7 NUMBER OF STORIES ☐ UNLIMITED PER ---

MEZZANINE: ☒ NO ☐ YES

HIGH RISE: ☒ NO ☐ YES CENTRAL REFERENCE SHEET # (IF PROVIDED) ---

GROSS BUILDING AREA:

BUSINESS - B OCC

1ST FLOOR	3,441 SF
4TH FLOOR	30,589 SF
5TH FLOOR	30,589 SF
6TH FLOOR	30,589 SF
BUSINESS TOTAL:	95,208 SF

PARKING GARAGE - S-2 OCC

BASEMENT	31,383 SF
1ST FLOOR	27,864 SF
2ND FLOOR	31,848 SF
3RD FLOOR	31,848 SF
PARKING GARAGE TOTAL:	122,943 SF

FIRE PROTECTION REQUIREMENTS

LIFE SAFETY PLAN SHEET #, IF PROVIDED: TBD

	FIRE SEPARATION DISTANCE (FEET)	RATING		DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	DESIGN # FOR RATED PENETRATION	DESIGN # FOR RATED JOINTS
		REQ'D	PROVIDED (W/A REDUCTION)				
STRUCTURAL FRAME INCLUDING COLUMNS, GIRDERS AND TRUSSES	---	1	---	---	---	---	---
BEARING WALLS							
EXTERIOR							
NORTH (at Firs 4-6, X=33')	10 ≤ X ≤ 30	1	---	---	---	---	---
EAST	10 ≤ X ≤ 30	1	---	---	---	---	---
WEST	10 ≤ X ≤ 30	1	---	---	---	---	---
SOUTH	X ≥ 30	1	---	---	---	---	---
INTERIOR	---	1	---	---	---	---	---
NONBEARING WALLS AND PARTITIONS							
EXTERIOR - SEE TABLE 602							
NORTH (at Firs 4-6, X=33' = 0hr)	10 ≤ X ≤ 30	0 ¹	---	---	---	---	---
EAST (at Firs 1-3, note 3)	10 ≤ X ≤ 30	1 ³	---	---	---	---	---
WEST (at Firs 1-3, note 3)	10 ≤ X ≤ 30	1 ³	---	---	---	---	---
SOUTH	X ≥ 30	0	---	---	---	---	---
INTERIOR	---	0	---	---	---	---	---
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	---	1	---	---	---	---	---
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	---	1	---	---	---	---	---
CORRIDOR SEPARATION	---	0 ¹	---	---	---	---	---
OCCUPANCY SEPARATION	---	1	---	---	---	---	---
PARTY/FIRE WALL SEPARATION	---	N/A	---	---	---	---	---
SMOKE BARRIER SEPARATION	---	N/A	---	---	---	---	---
TENANT SEPARATION	---	TBD ²	---	---	---	---	---

¹ Per Table 1020.1, with sprinkler system.

² Ambulatory Care Facilities (Section 422) shall have a minimum of 1 hour per Section 708.

³ Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.

LIFE SAFETY SYSTEM REQUIREMENTS

EMERGENCY LIGHTING: ☐ NO ☒ YES

EXIT SIGNS: ☐ NO ☒ YES

FIRE ALARMS: ☐ NO ☒ YES

SMOKE DETECTION SYSTEMS: ☐ NO ☒ YES

PANIC HARDWARE: ☒ NO ☐ YES

FLOOR USE OR SPACE DESIGNATION	MINIMUM # NUMBER OF EXITS		TRAVEL DISTANCE		ARRANGEMENT OF MEANS OF EGRESS ^{1,2} (SECTION 1007.1.1)	
	REQ'D	SHOWN ON PLANS	ALLOWABLE TRAVEL DISTANCE (1017.2) ¹	ACTUAL TRAVEL DISTANCE SHOWN ON PLANS	REQ'D DISTANCE BETWEEN EXIT DOORS	ACTUAL DISTANCE
B OCC	2	2	300'	-	331'-4" X 1/2 = 110' - 5"	-
S-2 OCC	2	2	400'	---	331'-4" X 1/2 = 110' - 5"	---
---	-	-	---	---	---	---

¹ Corridor dead ends (Section 1020.4, Exception 2.) 50' for B and S Occupancies in Sprinkled Buildings.

² Minimum Number of Exits or Access to Exits Per Story (Table 1006.3.1); Single Exits (Section 1006.3.2)

³ Common Path of Travel (Table 1006.2.1) 75' for B and S Occupancies in Sprinkled Buildings.

⁴ Per Table 1017.2, with sprinkler system.



CODE ANALYSIS

ALLOWABLE AREA

PRIMARY OCCUPANCY:

ASSEMBLY: ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5 BUSINESS: ☒ B EDUCATIONAL: ☐ E
 FACTORY & INDUSTRIAL: ☐ F-1 ☐ F-2 HIGH HAZARD: ☐ H-1 ☐ H-2 ☐ H-3 ☐ H-4 ☐ H-5
 INSTITUTIONAL: ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4 I-3 USE CONDITION: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
 MERCANTILE: ☐ M RESIDENTIAL: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ R-5 STORAGE: ☐ S-1 ☐ S-2
 UTILITY & MISCELLANEOUS: ☐ U

SECONDARY OCCUPANCY: STORAGE: S-2

SPECIAL OCCUPANCY: ☐ 510.2 ☐ 510.3 ☐ 510.4 ☐ 510.5 ☐ 510.6 ☒ 510.7 ☐ 510.8 ☐ 510.9

MIXED OCCUPANCY: ☐ NO ☒ YES SEPARATION: ☐ 1 HR

STORY #	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 506.2 ^{1,2} ALLOWABLE AREA	(C) BUILDING HEIGHT (ACTUAL)	(D) TABLE 504.3 ^{1,3} ALLOWABLE HEIGHT	(E) BUILDING STORIES (ACTUAL)	(F) TABLE 504.4 ^{1,4} ALLOWABLE STORIES
B1	(BASEMENT) S-2 PARKING GARAGE	31,383	50,000	84' - 2" ⁵	15 Tiers	6	15 Tiers
1	S-2 AND B (LOBBY)	31,305	50,000	84' - 2" ⁵	15 Tiers	6	15 Tiers
2	S-2 PARKING GARAGE	31,848	50,000	84' - 2" ⁵	15 Tiers	6	15 Tiers
3	S-2 PARKING GARAGE	31,848	50,000	84' - 2" ⁵	15 Tiers	6	15 Tiers
4	B MEDICAL OFFICE	30,589	112,500	84' - 2" ⁵	85'	6	6
5	B MEDICAL OFFICE	30,589	112,500	84' - 2" ⁵	85'	6	6
6	B MEDICAL OFFICE	30,589	112,500	84' - 2" ⁵	85'	6	6
---	---	---	---	---	---	---	---

¹ Allowable Area Factor shown is for Occupancy Classification B, Single Story Sprinkled Building, Type VB.

² Allowable Area Factor shown is for Open Garage Areas (Table 406.5.4), Type II-A Garage.

³ Allowable Building Height in feet above grade shown is for Occupancy Classification B, Sprinkled Building, Type II-A.

⁴ Allowable Building Height in tiers above grade shown is for Open Garage Areas (Table 406.5.4), Type II-A Sprinkled Garage.

⁵ Allowable Number of Stories Above Grade shown is for Occupancy Classification B, Sprinkled Building, Type II-A.

⁶ Top of roof average is 74' - 0", 84' - 2" is height of parapet around roof equipment.

6	(B) 30,589 SF - (S-2) 0 SF
5	(B) 30,589 SF - (S-2) 0 SF
4	(B) 30,589 SF - (S-2) 0 SF
3	(B) 0 SF - (S-2) 31,848 SF
2	(B) 0 SF - (S-2) 31,848 SF
1	(B) 3,441 SF - (S-2) 27,864 SF
B1	(B) 0 SF - (S-2) 31,383 SF

PLUMBING FIXTURE REQUIREMENTS

OCCUPANCY	WATER CLOSETS				URINALS		LAVATORIES				SHOWERS/TUBS		DRINKING FOUNTAINS				MOP SINK	
	MALE		FEMALE		REQUIRED	PROVIDED	MALE		FEMALE		REQUIRED	PROVIDED	REGULAR		ACCESSIBLE		REQUIRED	PROVIDED
	REQUIRED	PROVIDED	REQUIRED	PROVIDED			REQUIRED	PROVIDED	REQUIRED	PROVIDED			REQUIRED	PROVIDED	REQUIRED	PROVIDED		
1ST FLR B - 3,441 SF = 35 OCC / 2 = 18M/18F	1	---	1	---	-	-	1	---	1	---	-	-	1	---	1	---	1	-
4TH - 6TH FLR B - 30,589 SF = 306 OCC = 153M/153F	4	---	4	---	-	-	3	---	3	---	-	-	4	---	4	---	1	-
---	---	---	---	---	-	-	---	---	---	---	-	-	---	---	---	---	-	-

EXIT WIDTH

USE GROUP OR SPACE DESCRIPTION	USE	AREA ¹ (S.F.)	AREA PER OCCUPANT (TABLE 1004.1.2)	EGRESS WIDTH PER OCCUPANT		EXIT WIDTH (IN) ^{1,2}			
				STAIR ¹ (1005.3.1)	LEVEL ¹ (1005.3.2)	REQUIRED WIDTH (SECTION 1005.3) (IN) (X 2)		ACTUAL WIDTH SHOWN ON PLANS	
				STAIR	LEVEL	STAIR	LEVEL	STAIR	LEVEL
(BASEMENT) S-2 PARKING GARAGE	157acc	31,383	200	0.2"	0.15"	31.4"	23.55"	---	---
(GROUND LEVEL) S-2	145acc	27,864	200	0.2"	0.15"	N/A ⁵	21" ⁶	---	---
(GROUND LEVEL) B (LOBBY)	35acc	3,441	100	0.2"	0.15"	N/A ⁵	5.25" ⁶	---	---
(2ND FLOOR) S-2 PARKING GARAGE	150acc	31,848	200	0.2"	0.15"	32"	24"	---	---
(3RD FLOOR) S-2 PARKING GARAGE	150acc	31,848	200	0.2"	0.15"	32"	24"	---	---
(4TH FLOOR) B MEDICAL OFFICE	306acc	30,589	100	0.2"	0.15"	61.2"	45.9"	---	---
(5TH FLOOR) B MEDICAL OFFICE	306acc	30,589	100	0.2"	0.15"	61.2"	45.9"	---	---
(6TH FLOOR) B MEDICAL OFFICE	306acc	30,589	100	0.2"	0.15"	61.2"	45.9"	---	---

¹ See Table 1004.1.2 to determine whether net or gross area is applicable.

² Minimum stairway width (Section 1011.2); min. corridor width (Section 1020.2); min. door width (Section 1010.1.1)

³ The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1005.5)

⁴ 1005.3.1, Exception 1. Stairways reduced from 0.3" to 0.2" per occupant in buildings equipped throughout with an automatic sprinkler system.

⁵ 1005.3.2, Exception 1. Doors (others) reduced from 0.2" to 0.15" per occupant in buildings equipped throughout with an automatic sprinkler system.

⁶ Garage Occupancy and Second Floor Stairway egress convergence will be shown on First Floor Code Plan Diagram.



DIVIDER PAGE

An architectural rendering of a modern, multi-story medical plaza. The building features a curved facade with large glass windows and a prominent, angular, stepped section on the left. The rendering is shown in a light, semi-transparent style over a blue background.

SPRING VALLEY MEDICAL PLAZA PHASE II

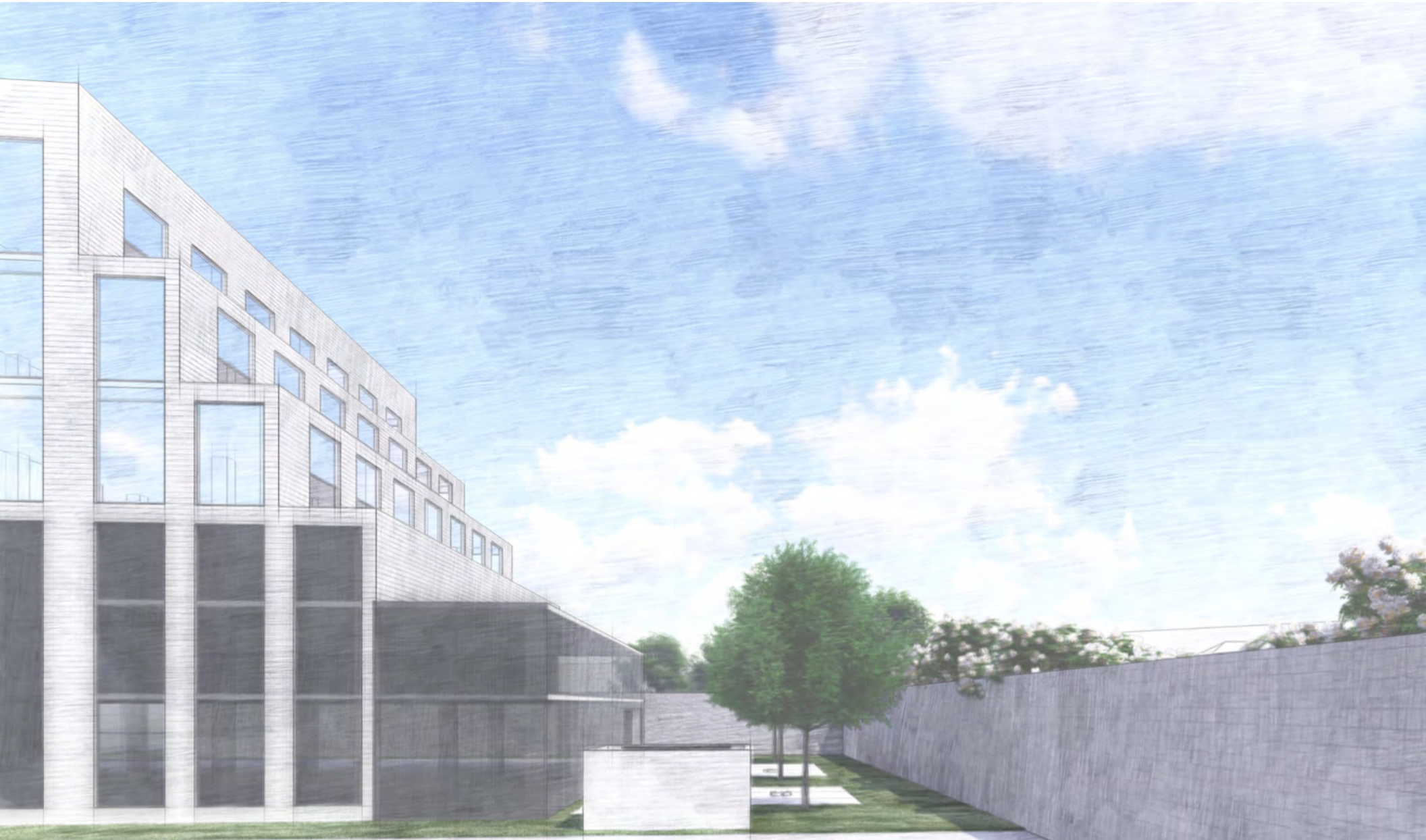
9210 Old Katy Road
Houston, TX 77055



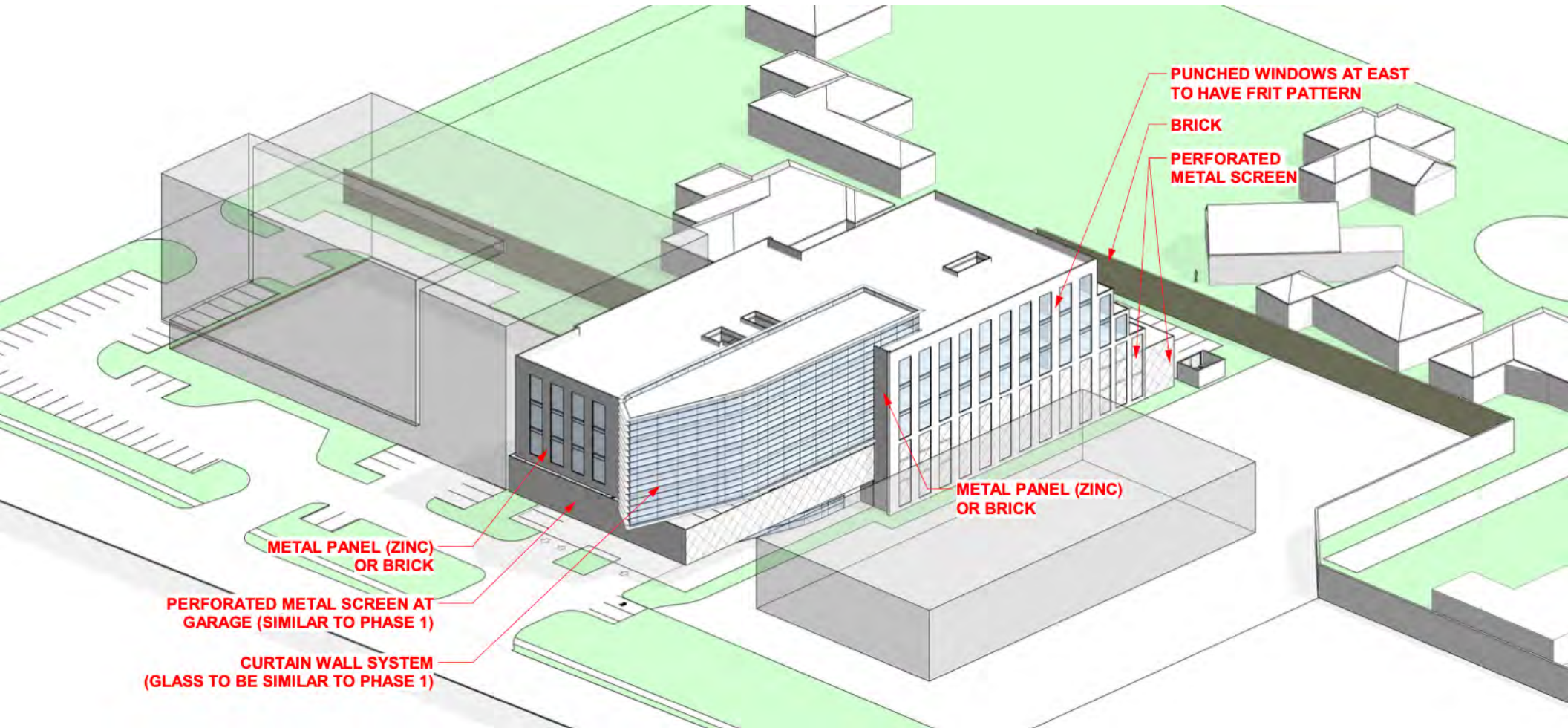
SOUTH ELEVATION (VIEW FROM INTERSTATE 10)



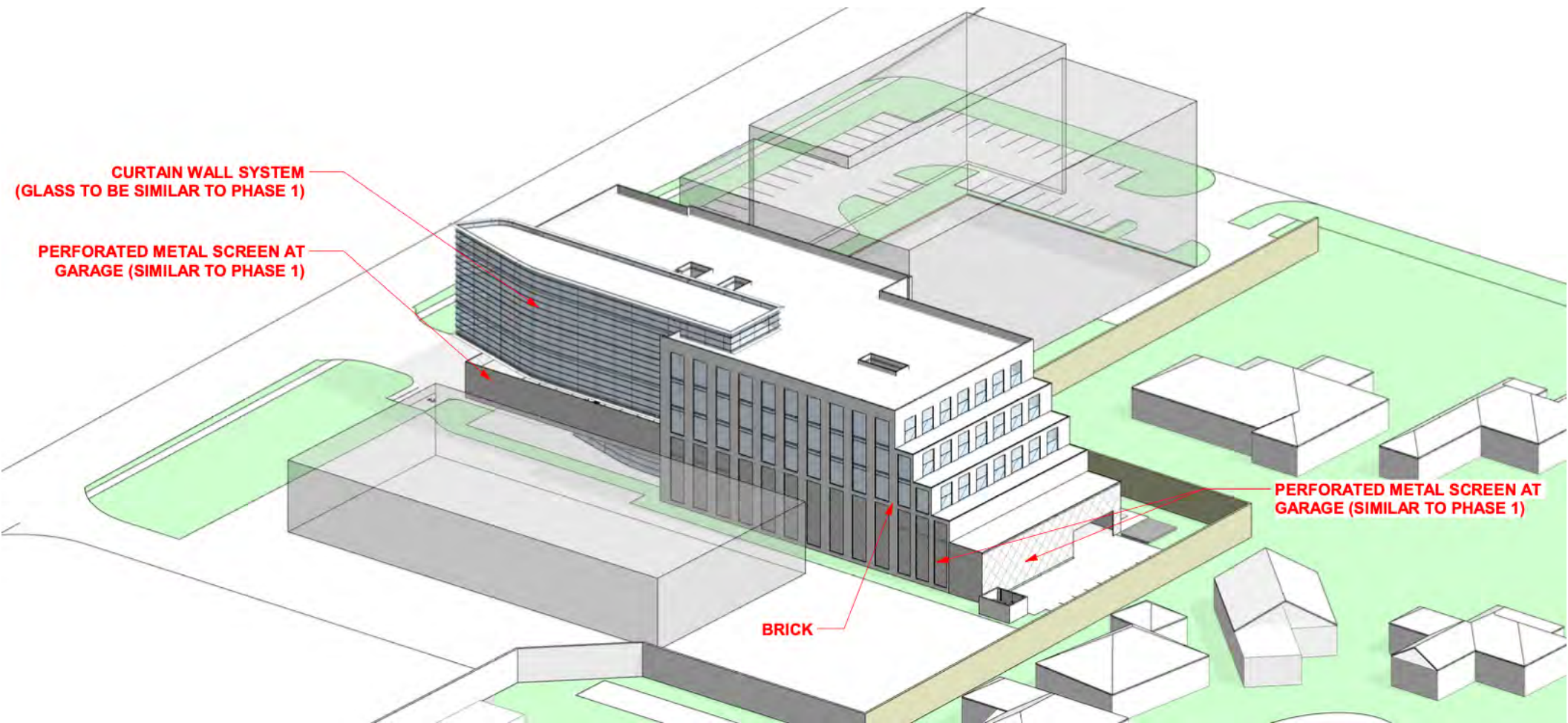
NORTH ELEVATION



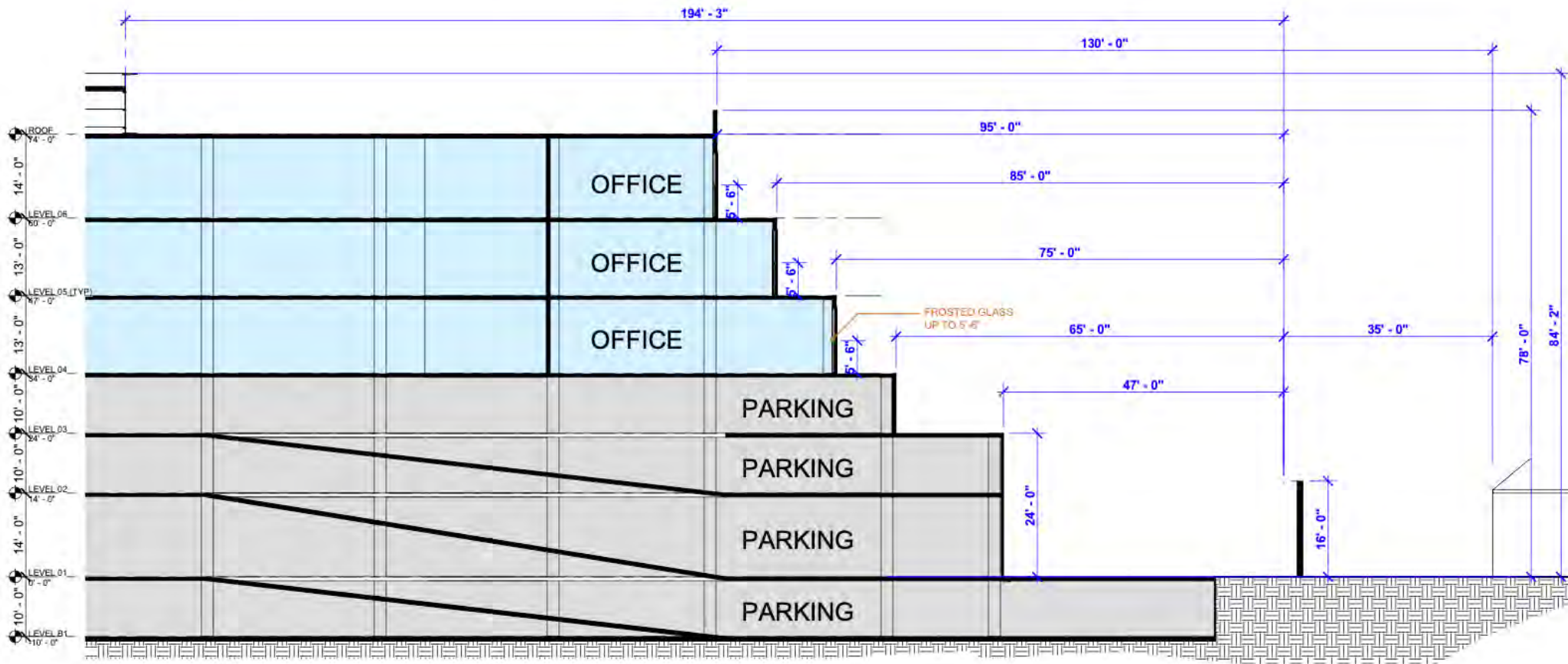
SITE RENDERING



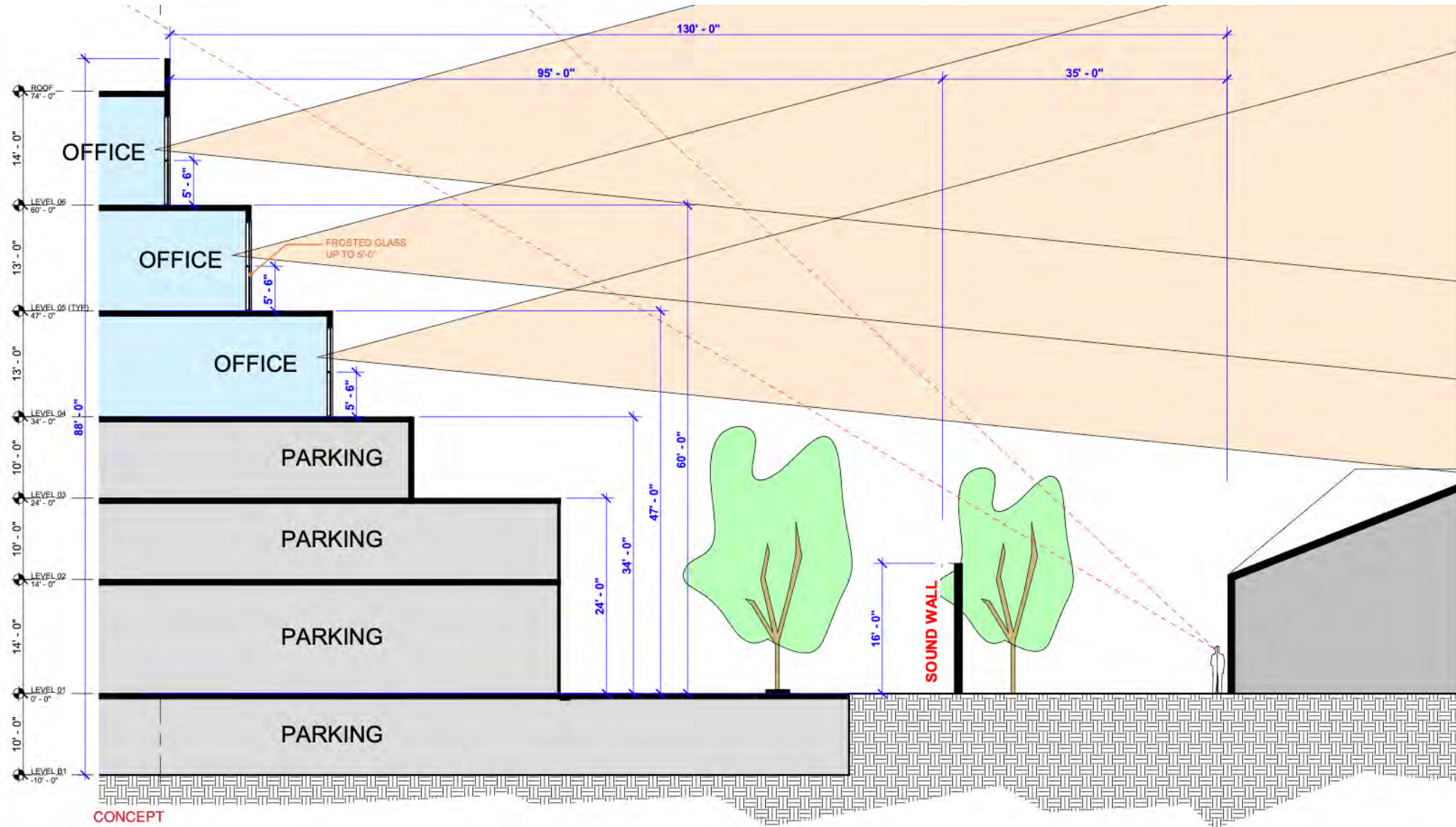
SITE RENDERING



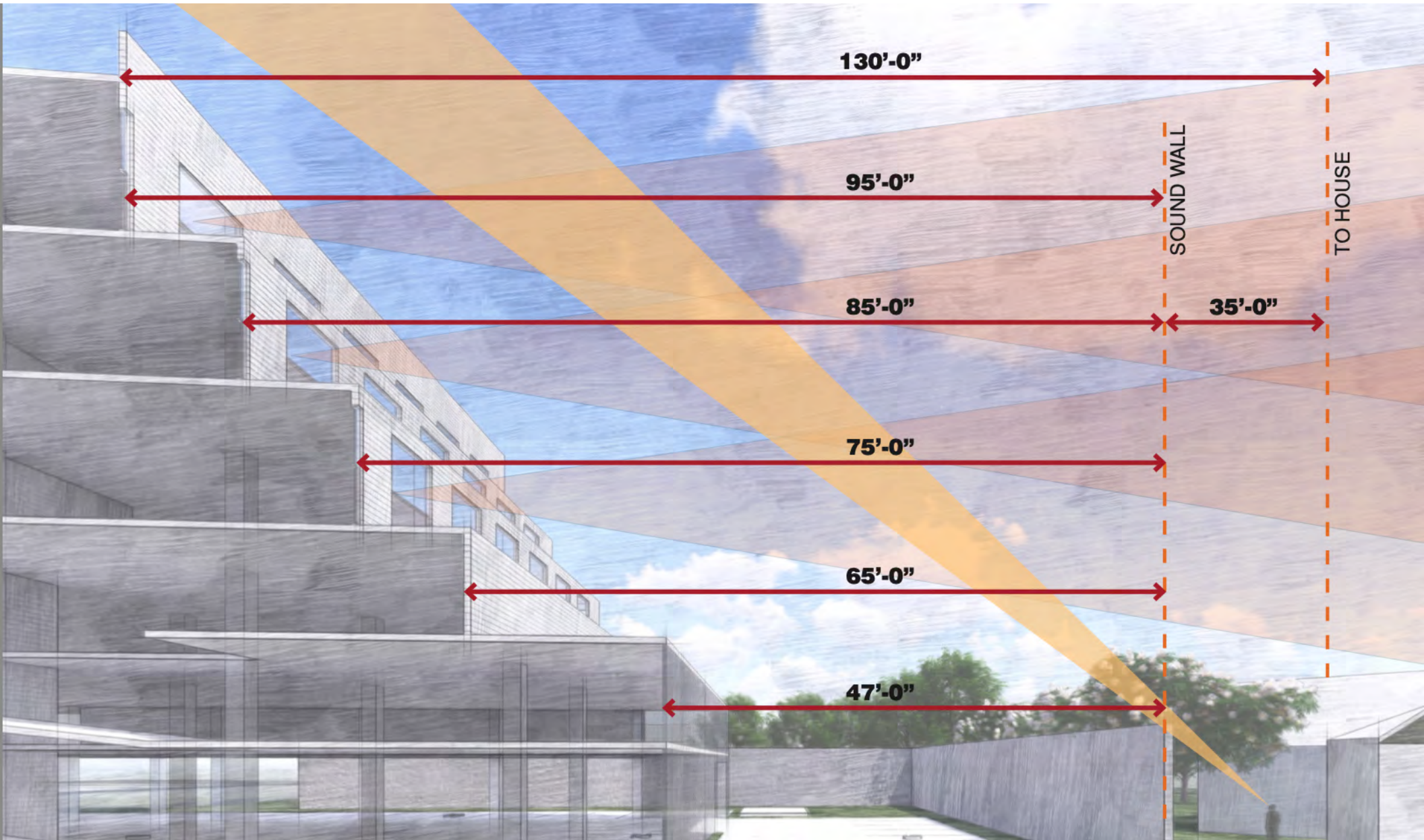
BUILDING SECTION



SITE LINE



SITE LINE



BUILDING ELEVATION: VIEW FROM RESIDENCE



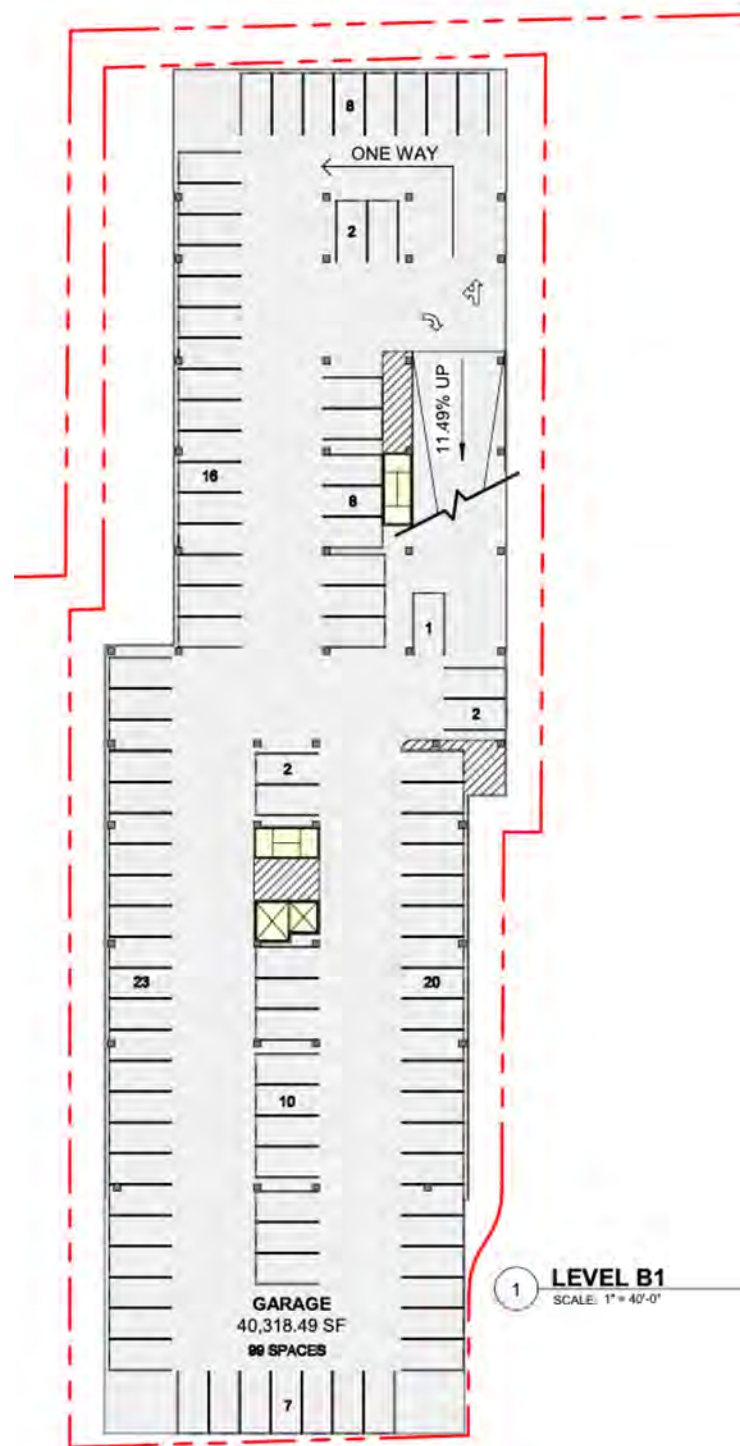
BUILDING ELEVATION: VIEW FROM RESIDENCE



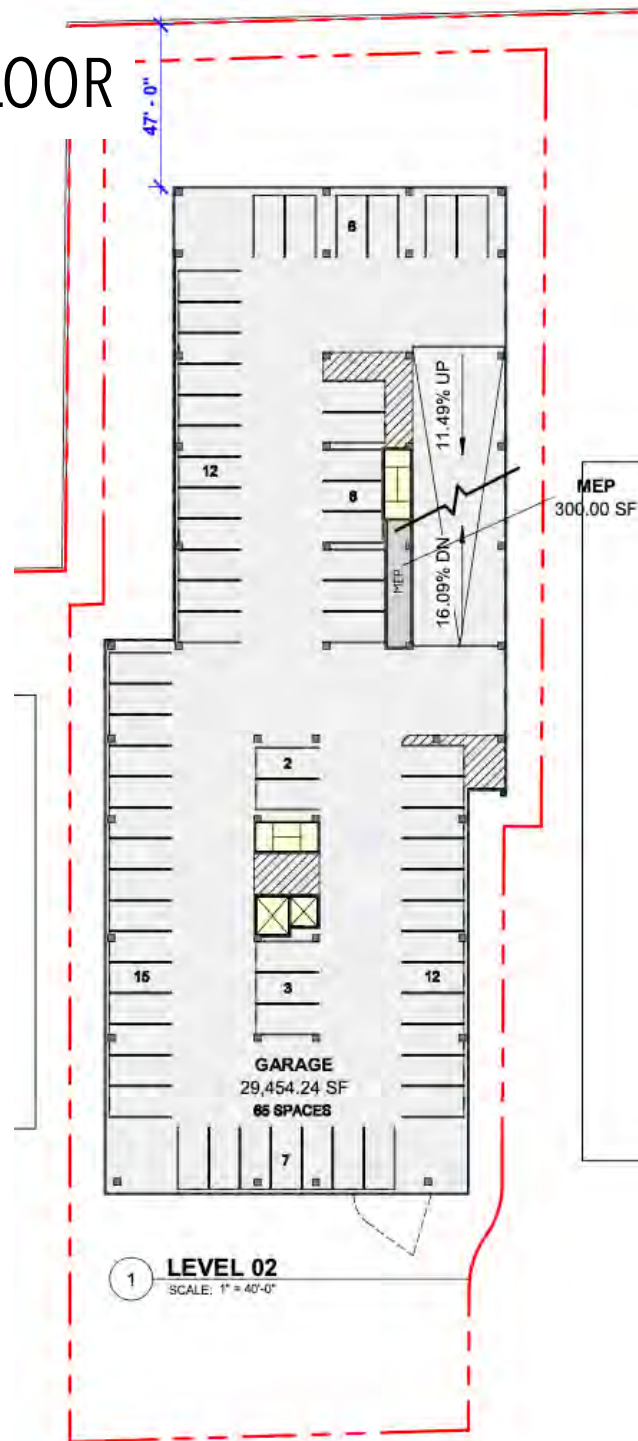
FLOOR PLAN: FIRST FLOOR



FLOOR PLAN: BASEMENT



FLOOR PLAN: SECOND FLOOR



PARKING COUNT

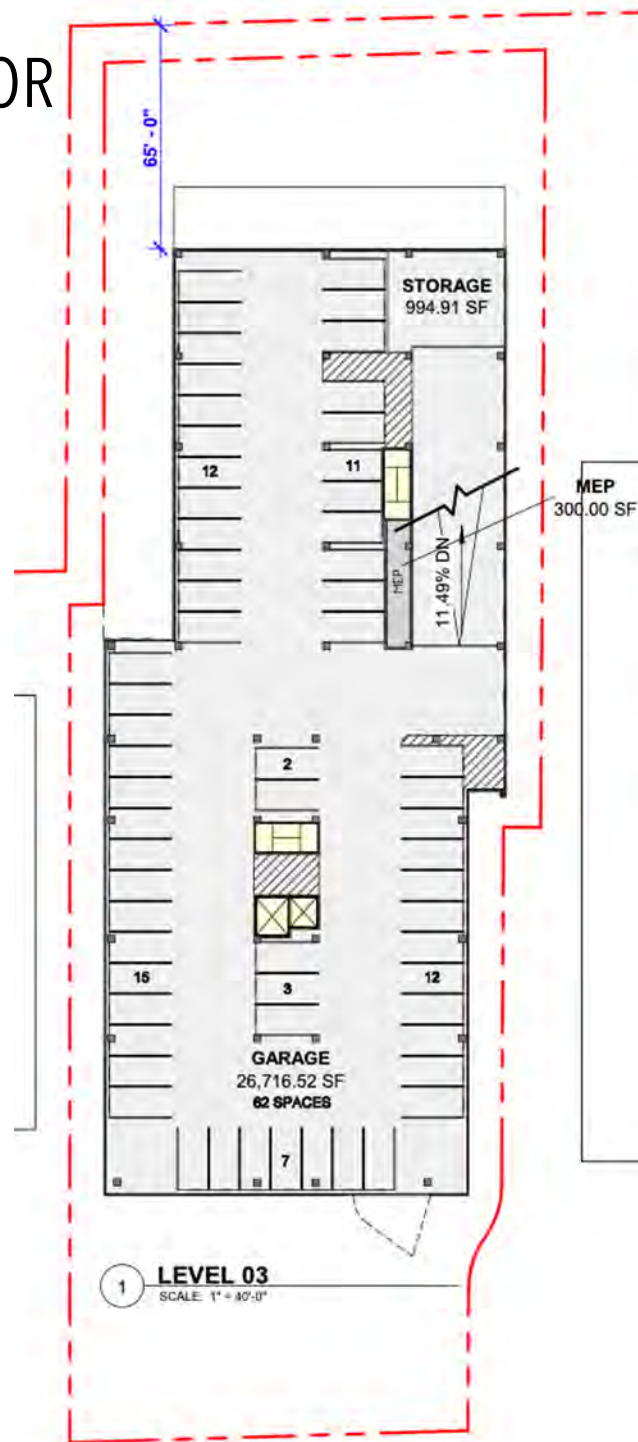
OFFICE SPACE

Gross level 6	24,973 GSF
Gross level 5	25,758 GSF
Gross level 4	26,545 GSF
Gross level 3	995 GSF
Gross level 1	3,351 GSF
Total Gross	81,622 GSF

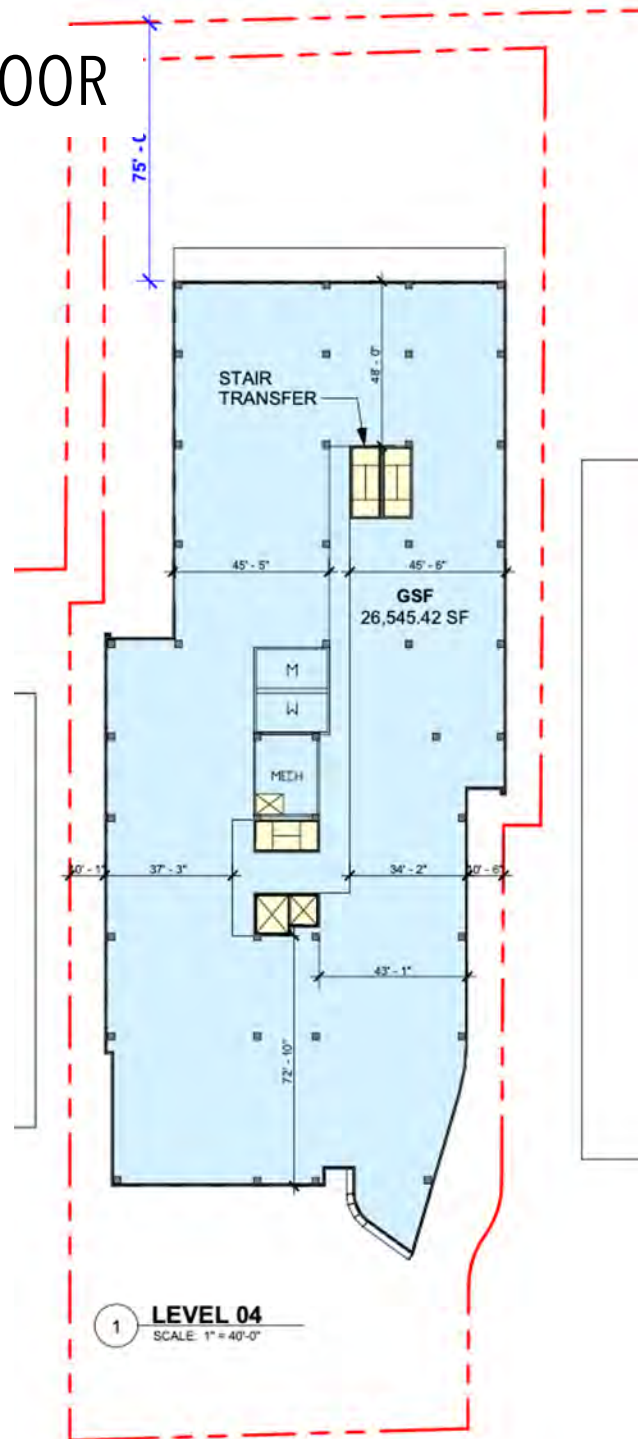
PARKING

Level 3	62
Level 2	65
Level 1	61
Level B1	99
Total	287 Cars
	3.5 cars per 1,000

FLOOR PLAN: THIRD FLOOR



FLOOR PLAN: FOURTH FLOOR



FLOOR PLAN: FIFTH FLOOR, TYPICAL

85' - 0"

45' - 7"

6' - 0"

45' - 4"

38' - 0"

GSF
25,757.97 SF

M

W

MEDH

30' - 1"

37' - 5"

34' - 0"

30' - 6"

43' - 1"

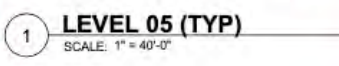
72' - 10"

2' - 0"

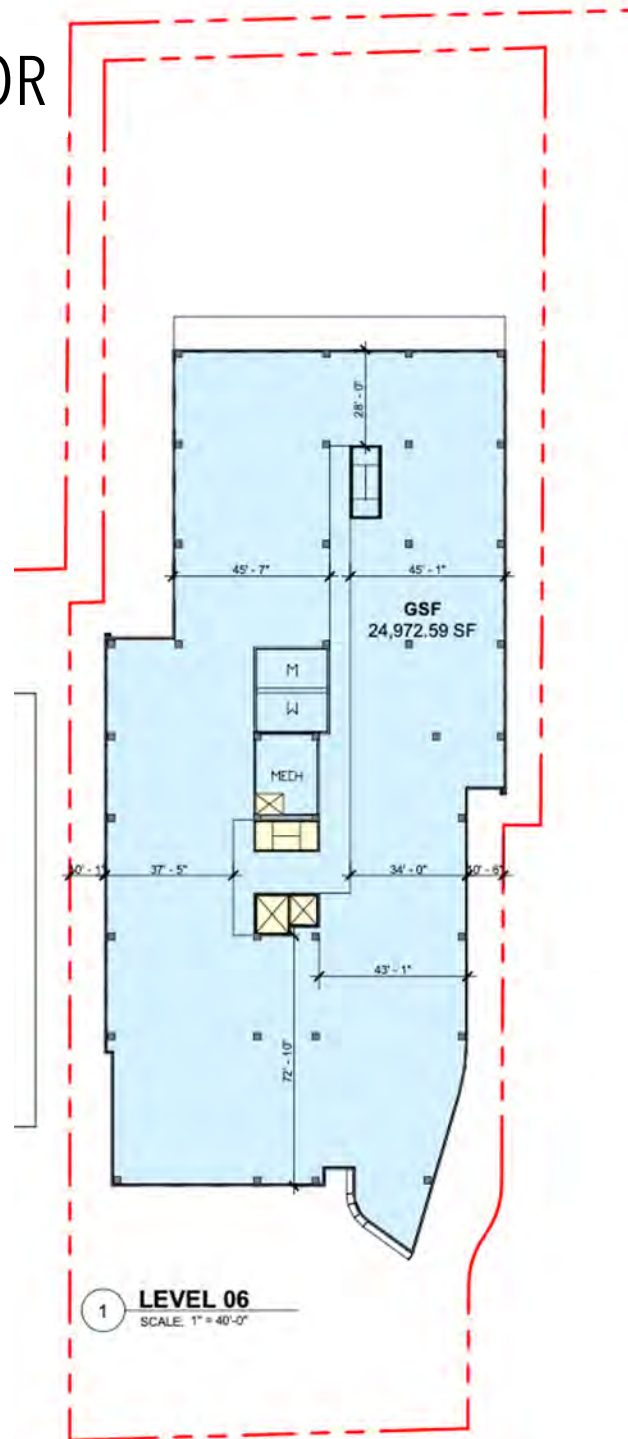
1

LEVEL 05 (TYP)
SCALE: 1" = 40'-0"

i3
i3interests.com



FLOOR PLAN: SIXTH FLOOR



LANDSCAPE PLAN



DIVIDER PAGE

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

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following Proposed Ordinance:

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

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, August 11, 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, August 25, 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.



EST. 1955

SPRING VALLEY V I L L A G E

July 22, 2020

Dear Property Owner:

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

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85'), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

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, August 11, 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, August 25, 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 me at (832) 910-8577 or zmeadows@springvalleytx.com.

Sincerely,

Zachary Meadows
Director of Community Development

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

Ronald Stiger
 1010 Adkins Road
 Houston, Texas 77055

John & Janice Sullivan
 1014 Adkins Road
 Houston, Texas 77055

Sheri Wilcox & Duane Clementson
 10 Martin Court
 Houston, Texas 77055

Current Owner
 11 Martin Court
 Houston, Texas 77055

Current Owner
 4521 San Felipe Street, Unit 1605
 Houston, Texas 77027-3386

THIS NOTICE IS IN REGARDS
 TO YOUR PROPERTY AT:
 11 MARTIN COURT
 HOUSTON, TEXAS 77055

Syangywe Jou & Cynthia Chen
 9200 Cardwell Drive
 Houston, Texas 77055

Ricki Lee Finstad
 9201 Cardwell Drive
 Houston, Texas 77055

Lauren Nguyen
 9204 Cardwell Drive
 Houston, Texas 77055

Joseph Lopez
 9205 Cardwell Drive
 Houston, Texas 77055

Anthony Roubik & Vallerie Spears
 9208 Cardwell Drive
 Houston, Texas 77055

Zack Raffoul
 9209 Cardwell Drive
 Houston, Texas 77055

Janice Pollan
 9212 Cardwell Drive
 Houston, Texas 77055

James Hamilton
 1108 Bade Street
 Houston, Texas 77055

Iraj & Lili Mahvash
 1018 Bade Street
 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

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

Joan Claire Temple Living Trust
 c/o Jon A Joseph, Trustee
 1010 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 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

Azzam Krouma
 218 Hayes
 Irvine, California

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

Azzam Krouma
218 Hayes
Irvine, California

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

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, August 11, 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 9210 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: 07/28/2020

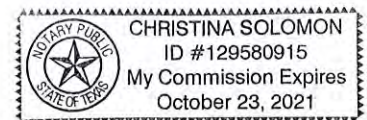
Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 7/28/20

Notary Public 

(Seal)



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, August 25, 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 9210 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 July 28, 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: 07/28/2020

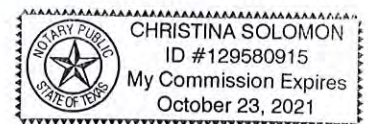
Printed Name of Applicant or Authorized Representative for Zoning Case No. TLM-SVMP II, LLC

Signature of Applicant or Authorized Representative for Zoning Case No. 

Sworn and subscribed before me on this date: 7/28/20

Notary Public 

(Seal)



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: _____

DIVIDER PAGE

Julie Robinson

From: rebecca bloch-lopez <rbloch623@gmail.com>
Sent: Wednesday, June 3, 2020 2:46 PM
To: Trey Hoffman; Anne-Marie McMichael; Amy Winstead; Charlie Calderwood; Maryellen McGlothlin; Louise Richman; Patrick Johnson; Allen Carpenter; David Dominy; Tom Donaho; Joy McCormack; citycouncil; Mayor
Cc: Trey Hoffman; Anne-Marie McMichael; Charlie Calderwood; Maryellen McGlothlin; 'Joseph Lopez'
Subject: Proposed building at 9210 Katy Freeway
Attachments: Petition description and names of neighbors who signed petition.pdf; Petition description, names and addresses of neighbors who signed petition.xlsx

Dear Planning and Zoning Committee and City Council Members

The purpose of this email is to share with both committees the results of the attached electronic petition asking for a limit of the height and a minimum setback in the proposed building at 9210 Katy Freeway. The petition outlines the various concerns expressed by the Spring Valley Village neighbors that support this request.

Also attached is the list of the neighbors who signed the petition electronically with their addresses, a total of 48 signatures representing 33 homes.

We trust this strong support for the petition from Spring Valley residents will guide your efforts for a lower profile development at 9210 Katy Freeway.

In the event you have any questions, please feel free to email or call at 832-646-5976. Thank you.

Rebecca & Joe Lopez
9205 Cardwell Dr.



This petition has collected
48 signatures
using the online tools at ipetitions.com

Printed on 2020-06-01

Limit Height of SV Commercial Building

About this petition

We request that the Spring Valley Planning and Zoning Committee and City Council approve a much lower profile building than originally proposed at 9210 Katy Freeway, to reduce the negative impact on our Spring Valley neighborhood between Campbell Rd and Adkins Rd. Specifically, we would like to propose height limits of no higher than fifty-four (54) feet and a minimum setback of 80 feet from the sound wall as described in the existing Spring Valley Village District B ordinance.

Summary of original proposal from developer i3 Interests

To build a 6-story (85 ft. high) medical building at 9210 Katy Freeway (this is the lot where AT&T currently has a large shed for parking some of their trucks, just east of the existing large 6-story 9230 Katy Freeway Medical Building). The first 4 floors (one underground) are for parking and the top 3 stories for medical offices. The proposed setback from the sound wall is 60 ft.

Planning and Zoning Committee (P&Z) held a public hearing May 12, 2020, where several neighbors expressed concerns with such a massive building so close to the sound wall (which is the back fence for several homes in our neighborhood).

At the conclusion, P&Z asked the developer to consider changing the design due to the many concerns expressed.

Concerns Expressed

1. Deterioration of the residential character of our neighborhood. Spring Valley Village (SVV) is primarily a residential community and the proximity of such a large building is detrimental to maintaining a residential appeal

a. This could set the standard for future developments between Adkins Rd and Campbell Rd along the Katy freeway

b. The line of sight for the neighborhood would be dramatically and negatively impacted with a massive tall building right behind our backyards

2. Negative impact on property values

3. Our section of SVV would be disproportionally affected by the location of more tall buildings between Campbell Rd and Adkins Rd. There are already two tall buildings in this section

4. Significant detrimental impact on the privacy and safety of our neighborhood. Anyone can monitor our neighborhood's activities from a tall building. With today's advanced zoom lenses, our privacy is at risk

5. Increased cut through traffic across the West Tex Dr. /Anne St. /Cardwell St. /Bade St. /Hilldale St. neighborhood

6. Some have pointed out that a building will reduce I-10 freeway noise. However, some testing indicates only a very small noise reduction which does not justify the negative impact of a large building. Besides, a lower profile building will also reduce noise

7. Because SVV is such a wonderful small community where our leaders and representatives are also our neighbors, we ask that anyone serving on the Planning and Zoning Board or City Council who is personally or professionally associated with i3 interests recuse themselves from discussing and voting on this matter

Signatures

1. Name: Rebecca bloch-lopez on 2020-05-23 19:17:21
Comments:

2. Name: Joseph Lopez on 2020-05-23 19:33:00
Comments:

3. Name: Sheila J Hamilton on 2020-05-23 20:41:09
Comments: I hope this petition works, we love our neighbor and wouldn't want anything to distract from it.

4. Name: Alison Simmons on 2020-05-23 20:52:44
Comments:

5. Name: Doug Simmons on 2020-05-23 20:54:00
Comments:

6. Name: Laura Peachee on 2020-05-23 21:09:56
Comments:

7. Name: Mark Peachee on 2020-05-23 21:53:34
Comments:

8. Name: Lauren Nguyen on 2020-05-24 03:13:12
Comments:

9. Name: Scott Posey on 2020-05-24 12:38:38
Comments:

10. Name: Charleen Siroky on 2020-05-24 15:30:02
Comments: A building this tall changes the character of the neighborhood.

11. Name: Helene McCorvey on 2020-05-24 15:51:55
Comments:

12. Name: Janice Pollan on 2020-05-24 16:02:14
Comments: My house is extremely close to this proposed new building as well as other homes in the cul de sac in which I live. I will have a view of it from my yard & every time I drive to and from my house. I am requesting that necessary steps be taken to influence lowering the height of this new building so as not to distract from our street's residential appearance and our privacy. Janice Pollan, resident on Cardwell Drive since 1980, and Pat Pollan

13.	Name: James Daley	on 2020-05-24 18:24:23	Comments:
14.	Name: Grace Daley	on 2020-05-24 19:10:39	Comments:
15.	Name: Joe Nguyen	on 2020-05-24 20:36:38	Comments:
16.	Name: marco sclocchi	on 2020-05-24 20:57:54	Comments:
17.	Name: Trey Erwin	on 2020-05-24 21:14:22	Comments:
18.	Name: Frank Siroky	on 2020-05-24 22:34:06	Comments: 3 Martin Ln in SVV. Unfair to ask western edge of SVV to carry burden of close/tall commercial development within the City
19.	Name: Chester Smitherman	on 2020-05-24 22:38:33	Comments: against tall bldg.
20.	Name: Bridgette Penel	on 2020-05-25 00:29:34	Comments: Spring Valley has built, and maintained, a charming and safe residential community. The integrity of the family-oriented small village is at jeopardy with the entrance of commercial activity. This invites a number of degradations to our privacy, mis-proportions future property value growth for the homes in this area of Spring Valley, and is not serving the best interests of Spring Valley citizens. You can drive through Bunker Hill - Hedwig Village - and surrounding villages and you will not find a 6-story commercial building peeking into the yards of residential properties. Reconsidering this entire commercial build would be optimal, but at minimum limiting the story height and distance proximity to residents of Spring Valley would be best for protecting citizens and properties. Bridgette Penel, 1110 Bade Street AND 8435 Westview Drive - Spring Valley Village
21.	Name: Zack Raffoul	on 2020-05-25 13:00:49	Comments:
22.	Name: Jenny Raffoul	on 2020-05-25 13:04:50	Comments:

23. Name: Chuck Dixon on 2020-05-25 16:37:23
Comments:
-
24. Name: Lisa Rogers on 2020-05-26 14:54:33
Comments: The goals of this proposed building can be accomplished in a way that also protect the character of the neighborhood - Change the design to a lower height.
-
25. Name: Mat Trenchard on 2020-05-26 16:17:20
Comments:
-
26. Name: Mark Rogers on 2020-05-26 16:22:01
Comments:
-
27. Name: Sonya Akhave on 2020-05-26 22:56:51
Comments:
-
28. Name: Harsh Vaidya on 2020-05-26 22:57:50
Comments:
-
29. Name: Shridhar Akhave on 2020-05-26 22:59:23
Comments:
-
30. Name: Cynthia Chen on 2020-05-27 01:25:38
Comments: The tall buildings right next to our court and neighborhood definitely have a negative impact on SVV residents' privacy and safety. The safety of SVV residents should not be compromised by any commercial benefits.
- Cynthia and Ray Jou
-
31. Name: silvia candida on 2020-05-27 04:19:34
Comments:
-
32. Name: Luigi F Candida on 2020-05-27 05:25:41
Comments: As proposed, this development will degrade the residential nature of the community and undoubtedly will have negative repercussion on the value of our properties. In particular, having three stories of parking visible and fronting our homes, on the line between Campbell Rd and Adkins Rd will be extremely ugly. In addition, the three floor of offices above the parking will overlook our homes and compromise privacy. We therefore urge our representatives to defend and preserve the residential character and integrity of our village, which we all share and are proud of.
-

33. Name: Vallerie Spears on 2020-05-27 13:35:39
Comments:
-
34. Name: Jorge Alvarez on 2020-05-27 14:23:43
Comments: We already have , none resident traffic thru our neighborhood. We don't need more of that. They don't respect the speed limits , and we have a lot of small children playing in the streets.
-
35. Name: Margie Webb on 2020-05-27 14:32:15
Comments:
-
36. Name: Brian Cutrell on 2020-05-27 15:11:34
Comments:
-
37. Name: Christina Linton on 2020-05-27 15:35:12
Comments:
-
38. Name: Eva Novotny on 2020-05-27 17:40:44
Comments: We do not support high commerical buildings in the area. It would have a negative impact on the drainage and sewer system. It could cause first time flooding in our area.
-
39. Name: Marjorie Jean Meyer on 2020-05-27 23:14:04
Comments: I'm just up the street from the proposed 6-story building and am adamantly opposed to a building of that height in my neighborhood. Not only would it detrimentally affect my property values, but the additional traffic would ruin our little, close-knit community as well as be a danger to the many children in the area. Finally, I cannot believe that our SVV Councilmembers would in good faith approve a building that would absolutely destroy the right of enjoyment of their home by the homeowners in the Cardwell St. cul-de-sac as well as the owners along the southern part of Bade. Those folks are already suffering because of the sound wall. Let's not make it even more difficult for them to enjoy their home. Please do not approve a building that exceeds 54 feet and has less than an 80' setback.
- Margey Meyer, 9166 Cardwell St.
-
40. Name: Wen-Kai Lu on 2020-05-29 02:23:13
Comments: I am most concerned about the negative impact the proposed tall building will have on property values in our section of SVV.
-
41. Name: Kim Cutrell on 2020-05-29 03:39:10
Comments:
-
42. Name: Richard Evers on 2020-05-30 16:16:01
Comments: Commercial development along I-10 is good for our City; however, a

compromise needs to be reached regarding height and setback that preserves the integrity of our neighborhood while still benefiting the City and property owner.

43. Name: Christopher Evers on 2020-05-30 16:17:36
Comments:

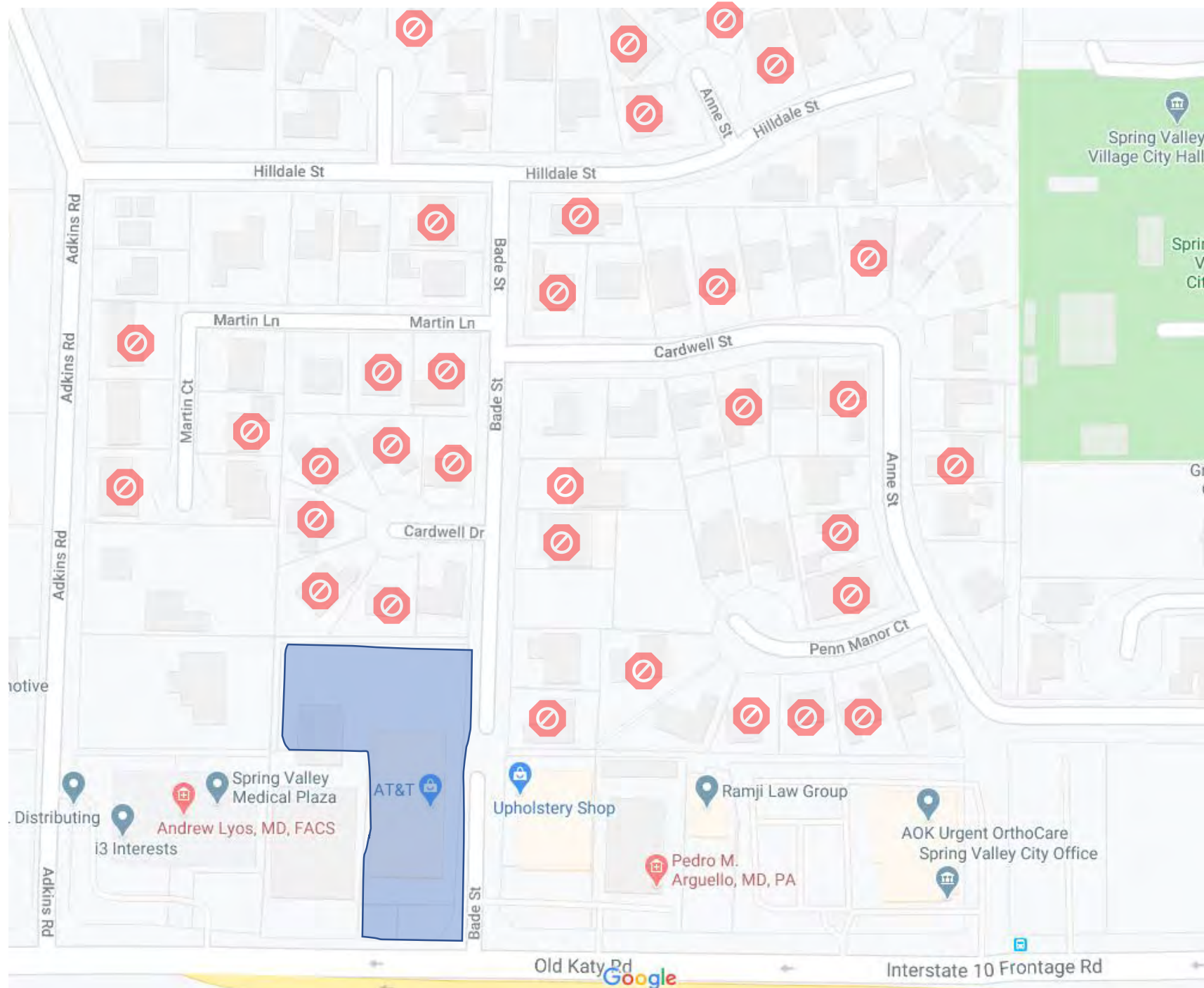
44. Name: Eugene Linton on 2020-05-30 17:33:11
Comments:

45. Name: Julio Zaga on 2020-05-30 22:07:00
Comments:

46. Name: Mary A Serrano on 2020-05-31 01:05:31
Comments:

47. Name: Huong Le on 2020-05-31 19:59:34
Comments: With a tall structure next to residential area will have a big negative impact to quality of life for surrounding residents.

48. Name: Joseph Nguyen on 2020-05-31 20:05:21
Comments:



Julie Robinson

From: Joy McCormack <mccormackjoy@hotmail.com>
Sent: Monday, August 10, 2020 3:11 PM
To: Julie Robinson
Subject: Fwd: Proposed building at 9210 Katy Freeway

Sent from my iPhone

Begin forwarded message:

From: Iraj Mahvash <irajmahvash@gmail.com>
Date: August 9, 2020 at 11:33:53 PM CDT
To: "acarpenter@springvalleytx.com" <acarpenter@springvalleytx.com>, "ddominy@springvalleytx.com" <ddominy@springvalleytx.com>, "tdonaho@springvalleytx.com" <tdonaho@springvalleytx.com>, "jmccormack@springvalleytx.com" <jmccormack@springvalleytx.com>, "mayor@springvalleytx.com" <mayor@springvalleytx.com>, "bbothe@springvalleytx.com" <bbothe@springvalleytx.com>
Subject: Proposed building at 9210 Katy Freeway

I moved to my new home on 1018 Bade Street in August 1978 to live in the City of Spring Valley Village. I am disappointed to learn that the City of Spring Valley P&Z and the City Council recently changed the building height to 85 feet and the setback to 30 feet to help the Real Estate builders, developers and investors to the detriment of the residents.

I oppose the construction of an 85' building with a 47' setback at 9210 Katy Freeway for the following reasons:

1. It will reduce my property value.
2. It will intrude on my privacy.
3. It will increase security concerns.
4. It will cause light pollution by excessive and obtrusive lighting.
An owner behind Peli Peli already mentioned to you at last month's meeting how the building's lights are affecting his house, and he's separated by West Tex!
5. It will cause unwelcome odors, seepage and vermin from the dumpster and noise when it is picked up.
6. It will impose continuing noise from the HVAC equipment and when the backup generator is in use.
7. It may reduce the amount of sunlight I now enjoy.
8. It may increase traffic in our little neighborhood.
9. No other Memorial village has a 6-story building as close to residential homes as the proposed building would be.
10. Planning & Zoning Commissioners and City Council Members approved the variance to Commercial C zoning ordinance without properly

allowing input from SVV residents, changing 1010 Bade as a residential address to 9210 Katy Freeway as part of a newly-designated Frontage Planned Area Development District.

11. There will be a significant deterioration of the residential character of our neighborhood.

12. The line of sight for the neighborhood will be negatively impacted with a tall building.

13. 5' of frosted glass on the north-facing windows won't block the line of site for anyone over 5' tall.

14. The developers have not provided a line-of-site looking out from the east side of the building. The reason may be because homeowners on Bade and Penn Manor will be shocked to see how much building tenants can see of their front and back yards.

15. The potential for flooding the Cardwell cul-de-sac and the south dead end of Bade Street is alarming.

SVV's Vision is to:

- a. Be a primarily residential community
- b. Improve and maintain aesthetic appeal
- c. Encourage compatible development and redevelopment of property suitable for commercial development to enhance the property and sales tax base, including uses that are beneficial to residents

In summary, our standard of living will be immensely detrimentally affected by the concerns stated above!

I support only:

A setback of 100' from the sound wall. This is consistent with approvals at 1) Bingle West PADD which requires any commercial structure be at least 100' from a property line.

A maximum height of 39' due to proximity to homes. This is also consistent with the other frontage road commercial developments in SVV zoned Commercial C. This ordinance is still in effect and we ask that you do not allow exceptions for 9210 Katy Freeway. We have no easement or street between the building and our backyards.

Approving the developer's proposed 85' high building with a 47' setback at 9210 Katy Freeway is not acceptable to me. It unfairly favors the developer rather than SVV residents whom you represent. How would you like living with the proposed tall building towering over your home? Your answer should set the standard for the west side Spring Valley Village residents.

Thank you for supporting your SVV residents by protecting the residential character of our neighborhood.

Regards,

Iraj A. "John" Mahvash, P.E.

Julie Robinson

From: Mark Peachee <markpeacheefamily@sbcglobal.net>
Sent: Sunday, August 9, 2020 10:03 AM
To: citycouncil
Cc: Laura (ICE) Peachee
Subject: 9210 Katy Freeway Comment

This note outlines the concerns voiced by residents at the July 13th P&Z meeting and any expected Spring Valley City Council consideration of local development along Katy Freeway.

I oppose the construction of an 85' building with a 47' setback at 9210 Katy Freeway for the following reasons:

1. It will reduce my property value.
2. It will intrude on my privacy.
3. It will increase security concerns.
4. It will cause light pollution by excessive and obtrusive lighting.
5. It will cause unwelcome odors, seepage and vermin from the dumpster and noise when it is picked up.
6. It will impose continuing noise from the HVAC equipment and when the backup generator is in use.
7. It may reduce the amount of sunlight I now enjoy.
8. It will increase traffic in our my neighborhood.
9. No other Memorial village has a 6-story building as close to residential homes as the proposed building would be.
10. Planning & Zoning Commissioners and City Council Members approved the variance to Commercial C zoning ordinance without properly allowing input from SVV residents, changing 1010 Bade as a residential address to 9210 Katy Freeway as part of a newly-designated Frontage Planned Area Development District.
11. There will be a significant deterioration of the residential character of our neighborhood.
12. The line of sight for the neighborhood will be negatively impacted with a tall building.
13. The proposed 5' of frosted glass on the north-facing windows won't block the line of site for anyone over 5' tall.
14. The developers have not provided a line-of-site looking out from the east side of the building.
15. The potential for flooding the Cardwell cul-de-sac and the termination of Bade is alarming.
16. SVV's Vision is to:
 - a. Be a primarily residential community
 - b. Improve and maintain aesthetic appeal
 - c. Encourage compatible development and redevelopment of property suitable for commercial development to enhance the property and sales tax base, including uses that are beneficial to residents

In summary, our standard of living will be detrimentally affected by the concerns stated above!

I support:

1. A setback of 100' from the sound wall. This is consistent with approvals at 1) Bingle West PADD which requires any commercial structure be at least 100' from a property line, and 2) the northwest Campbell FPADD which has a setback of 100' from the building to the sound wall and 25' setback for the 7-story garage. However, this FPADD has West Tex behind it which adds another 60' for a total of 160' from the Pecan Trail Lane property fences for the office building and 85' for the garage.

2. A maximum height consistent with the other frontage road commercial developments in SVV zoned Commercial C, per current regulations.

Approving the developer's proposed 85' high building with a 47' setback at 9210 Katy Freeway is not acceptable to me nor is it acceptable to our community.

I support development in and around our community; however, that support is not absolute. It is the developer's responsibility to find a design of the property that nearby residents can support, while making their property financially viable.

Thank you for supporting your SVV residents by protecting the residential character of our neighborhood.

Regards,

Mark Peachee
1200 Anne Street
Houston, Texas
281.216.7313

Sent from my iPhone. Please excuse typos, misspellings and/or other errors.

Julie Robinson

From: Joy McCormack <mccormackjoy@hotmail.com>
Sent: Sunday, August 9, 2020 8:23 AM
To: Julie Robinson
Subject: Fwd: Proposal 3 for 9210 Katy freeway - city Council

Sent from my iPhone

Begin forwarded message:

From: Rebecca's Bloch-lopez <rbloch623@gmail.com>
Date: August 9, 2020 at 8:19:32 AM CDT
Cc: Joe Lopez ICE <jflopezpo@gmail.com>
Subject: **Proposal 3 for 9210 Katy freeway - city Council**

Dear City council members

We thank the P& Z members for representing the city residents at the July 13th meeting. The proposal did not go to city council for vote as developer was requested to make changes.

We have reviewed proposal #3 from developer and it falls short of the guidance provided by P&Z members in July. Developer fails to meet the 100 ft setback from all structures to the sound wall (not to the homes). The precedent for 2 buildings requiring 100 ft setback from property line needs to be honored. Secondly, they continue to apply for an 85 ft tall building.

We request that you support the following:

a) setback of 100 ft from sound wall for all structures. This is consistent with approvals at 1) Bingle West padd which include within PAD that any commercial structure is at least 100 ft from property line. And 2) northwest Campbell PAD which has a setback of 100 ft from building to sound wall. This PaD has West Tx road behind it which adds another 60 ft to the property fences. In total 160 ft from property fences.

b) a maximum height of 39 ft due to proximity to homes. This is also consistent with the other commercial developments in the city outside of the west side. Although this lot was approved as FPADD recently, the base zoning of Commercial C is still applicable, that is 39 ft max height. We ask you to DO NOT make any exceptions. **We have no easement or street between the building and our backyards.**

The attached zoning map of our city shows that all commercial developments in pink (between Campbell and Adkins) are zoned as Freeway PADD with an allowable 85 ft height maximum. All of them are in the west part of the city. All other commercial developments in the city marked in yellow, blue, and green have a maximum height of 39 ft as Commercial C. As west side residents, we are disproportionately penalized with commercial buildings up to 85 ft whereas the rest of the city has 39 ft limits. This is not correct and favors the developers vs. the residents whom you represent.

The main concerns raised by the neighbors are:

1) significant deterioration of the residential character of our neighborhood. The line of sight for the neighborhood will be negatively impacted with a tall building

2) significant concern with the privacy and safety for entire neighborhood with a tall building so close. If you look at page 20 of the builder's proposal you can see our driveway and basketball hoop. Anyone over 5 ft tall (the frosted windows height) will have direct line of sight into our privacy. And what if builder changes windows in the future without any frosting? **This is a huge concern for privacy and security.** Also, what is the view towards the east ? The developer has not provided a line of site looking out from the east side of the building. The reason may be because homeowners on Bade and Penn Manor may be shocked to see how much building tenants can see of their front and backyards.

3) negative impact on property values

4) the SV city is benefiting from the commercial revenue at the expense of our west side residents. Why is the rest of the city under the ordinance of maximum height of 39 ft and 100 ft setback and we have different standards?

5) the backup generator and dumpster are located close to the sound wall (page 14 of builder's proposal). As you know generators are very loud which is detrimental to humans. Who is responsible for measuring decibel levels after 5pm when city employees have gone home?

6) light pollution is a concern. Mr. Stenesky who resides at 1121 Traweck dr, stated at last July meeting his concern regarding light pollution from the Ersae Grae building on the NE corner of Campbell and freeway. And they have West TX street behind them. Per Zachary Meadows the width of this street is 60 ft. So the light pollution for us will be even worse.

7) sunlight to our backyards will be impacted with a tall structure. I take pride in my garden and this is yet another sacrifice you are unjustly asking from us to make.

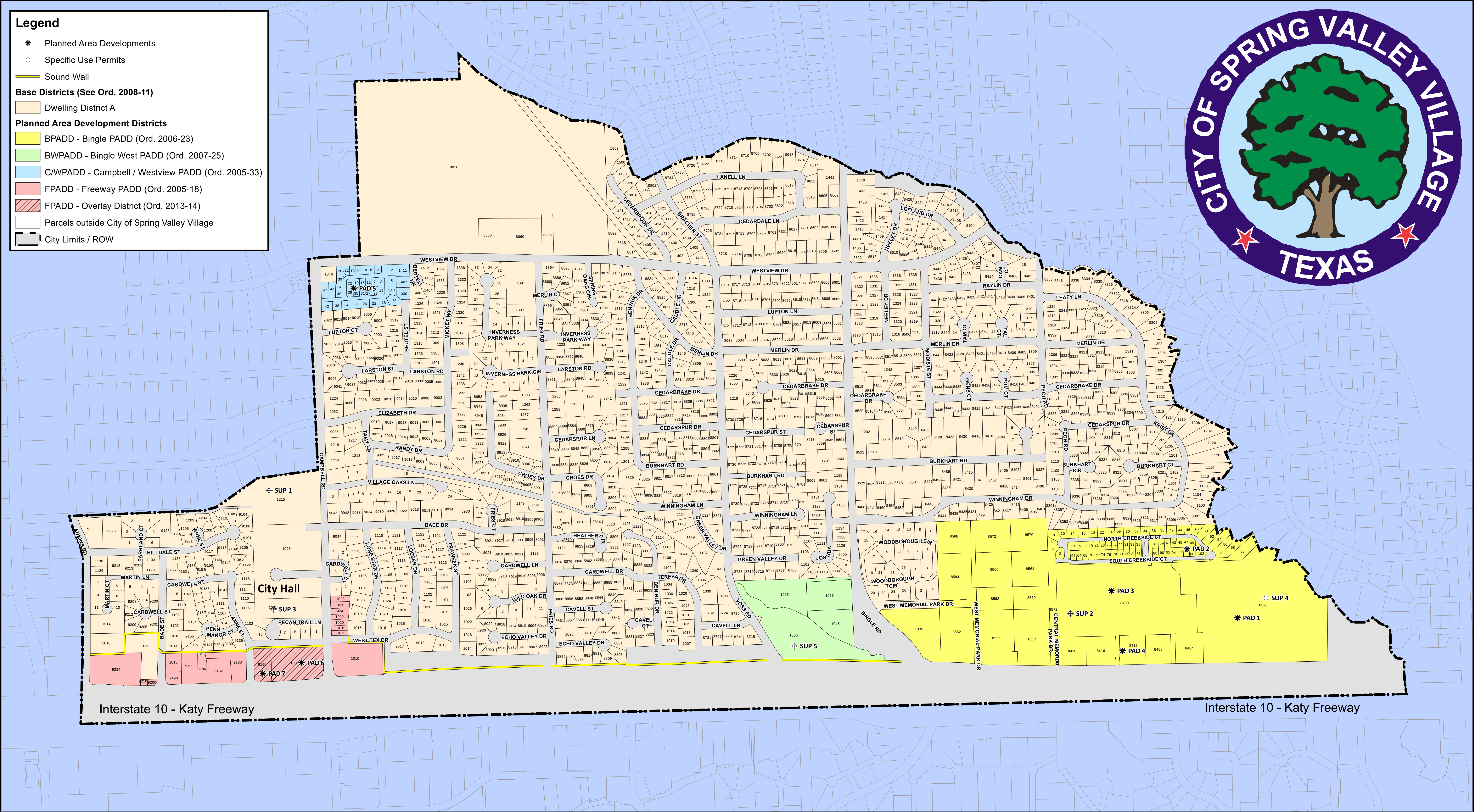
In summary, our standard of living will be immensely detrimentally affected by the concerns stated above!

How would you like living with the proposed tall building right behind your backyard? Your answer should be the standard for the west side residents.

We thank you for supporting the SV residents!

Regards,

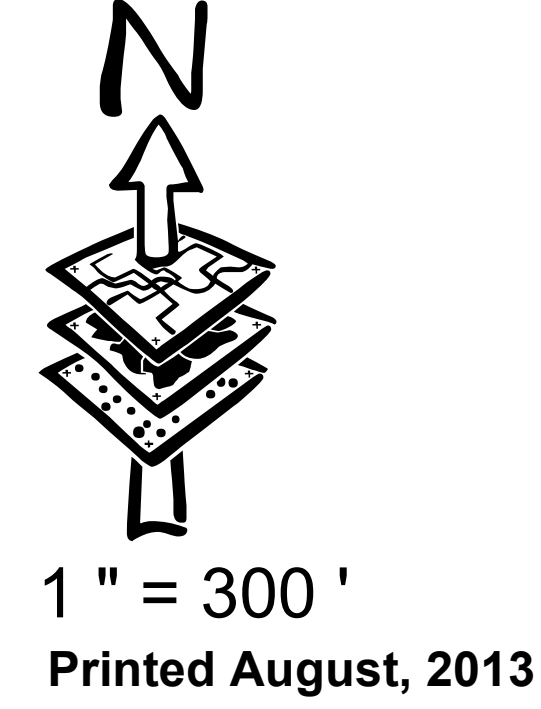
Rebecca & Joe Lopez
9205 Cardwell dr.



The City of Spring Valley Village, Texas

Official 2013 Zoning Map

Specific Use Permits			Planned Area Developments		
SUP	Description	Ordinance	PAD	Description	Ordinance
SUP 1	Spring Branch Presbyterian Church (Building & Pavilion)	Ordinance No. 218, Book 1 Amended by Ordinance No. 2009-07	PAD 1	Christ Evangelical Presbyterian Church	Ordinance 2002-05 Amended by Ordinance 2003-24
SUP 2	Crown Castle GT Company LLC	Ordinance No. 97-21 Amended by Ordinance No. 2012-23 Ordinance No. 98-22	PAD 2	Stiffel Schwab Builders (Creekside Villas of Memorial)	Ordinance 2004-09
SUP 3	Grace Community Church	Amended by Ordinance No. 2011-04 Amended by Ordinance No. 2011-14 Ordinance No. 2002-05	PAD 3	Home Depot	Ordinance 2005-06
SUP 4	Christ Evangelical Presbyterian Church	Amended by Ordinance No. 2003-24 Amended by Ordinance No. 2011-08 Ordinance No. 2008-14	PAD 4	The Center	Ordinance 2006-01
SUP 5	Dad's Club Swim Team	Amended by Ordinance No. 2009-06 Amended by Ordinance No. 2013-13	PAD 5	Windsor Court	Ordinance 2006-18
			PAD 6	Wellington Fidelis Campbell I, L.P.	Ordinance 2009-12
			PAD 7	West Park Subdivision PAD	Ordinance 2013-15





Julie Robinson

From: Joy McCormack <mccormackjoy@hotmail.com>
Sent: Tuesday, August 11, 2020 10:58 AM
To: Julie Robinson
Subject: Fwd: Opposition to 85' Building at 9210 Katy Freeway

Sent from my iPhone

Begin forwarded message:

From: Harsh and Sonya Vaidya <harshandsonya@gmail.com>
Date: August 11, 2020 at 10:55:10 AM CDT
To: "jmccormack@springvalleytx.com" <jmccormack@springvalleytx.com>
Subject: **Opposition to 85' Building at 9210 Katy Freeway**

Dear City Council Member,

Thank you for supporting the concerns of the SVV residents at the July 13th P&Z meeting.

I oppose the construction of an 85' building with a 47' setback at 9210 Katy Freeway for the following reasons:

1. It will reduce my property value.
2. It will intrude on my privacy.
3. It will increase security concerns.
4. It will cause light pollution by excessive and obtrusive lighting. An owner behind Peli Peli already mentioned to you at last month's meeting how the building's lights are affecting his house, and he's separated by West Tex!
5. It will cause unwelcome odors, seepage and vermin from the dumpster and noise when it is picked up.
6. It will impose continuing noise from the HVAC equipment and when the backup generator is in use.
7. It may reduce the amount of sunlight I now enjoy.
8. It may increase traffic in our little neighborhood.
9. No other Memorial village has a 6-story building as close to residential homes as the proposed building would be.
10. Planning & Zoning Commissioners and City Council Members approved the variance to Commercial C zoning ordinance without properly allowing input from SVV residents, changing 1010 Bade as a residential address to 9210 Katy Freeway as part of a newly-designated Frontage Planned Area Development District.
11. There will be a significant deterioration of the residential character of our neighborhood.

12. The line of sight for the neighborhood will be negatively impacted with a tall building.
13. 5' of frosted glass on the north-facing windows won't block the line of site for anyone over 5' tall.
14. The developers have not provided a line-of-site looking out from the east side of the building. The reason may be because homeowners on **Bade** and **Penn Manor** will be shocked to see how much building tenants can see of their front and back yards.
15. The potential for flooding the Cardwell cul-de-sac and the south dead end of Bade is alarming.
16. SVV's Vision is to:
 - a. Be a primarily residential community
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 - c. Encourage compatible development and redevelopment of property suitable for commercial development to enhance the property and sales tax base, including uses that are beneficial to residents

In summary, our standard of living will be immensely detrimentally affected by the concerns stated above!

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1. A setback of 100' from the sound wall. This is consistent with approvals at 1) Bingle West PADD which requires any commercial structure be at least 100' from a property line, and 2) the northwest Campbell FPADD which has a setback of 100' from the building to the sound wall and 25' setback for the 7-story garage. However, this FPADD has West Tex behind it which adds another 60' for a total of 160' from the Pecan Trail Lane property fences for the office building and 85' for the garage.
2. A maximum height of 39' due to proximity to homes. This is also consistent with the other frontage road commercial developments in SVV zoned Commercial C. This ordinance is still in effect and we ask that you do not allow exceptions for 9210 Katy Freeway. **We have no easement or street between the building and our backyards.**

Approving the developer's proposed 85' high building with a 47' setback at 9210 Katy Freeway is not acceptable to me. It unfairly favors the developer rather than SVV residents whom you represent.

How would **you** like living with the proposed tall building towering over your home? Your answer should set the standard for the west side Spring Valley Village residents.

Thank you for supporting your SVV residents by protecting the residential character of our neighborhood.

Regards,

Sonya Akhave & Harsh Vaidya

-----Original Message-----

From: Rebecca's Bloch-lopez [mailto:rbloch623@gmail.com]

Sent: Tuesday, August 11, 2020 8:45 AM

To: thoffman@springvalleytx.com

Cc: ccaldерwood@springvalleytx.com; anne-marie@springvalleytx.com;
pjohnson@springvalleytx.com; Maryellen McGlothlin <maryellen.mcglотhlin@yahoo.com>;
jlisenby@springvalleytx.com; lrichman@springvalleytx.com

Subject: Changes to July 13th meeting minutes

Dear Trey

I am requesting that the July 13th P&Z minutes be updated to reflect several key points per the audio recording of such meeting.

Specifically, Ms. Winstead stated that the developer had not provided backup for the assertion that property values will increase. She asked "Let's see the numbers".

Mr. Calderwood stated it is very important to follow recent precedent that the city has approved in the last two PADs with a 100 ft setback to the property line. He mentioned 1065 Bingle west PaD where home's property lines must be 100 ft from any commercial structure. And he mentioned the NW Campbell commercial building which was approved as 100 ft from the office building to the sound wall.

Mr. Hoffman stated this proposed building was too big and had too much density for this property lot. He mentioned several factors for his statement including the need for a fire lane in the adjacent property.

Finally, P&Z members provided guidance to help the developer.

Mr. Calderwood stated "a minimum of 100 ft from any structure to the sound wall".

Mr. Johnson agreed that the setback needs to be increased and the height needs to be significantly lower than 85 ft.

In conclusion, P&Z agreed that the height and the setback are the main problems with this proposal.

Please update the minutes to reflect these important comments that were made before they are approved at tonight's P&Z meeting.

Thank you,

Rebecca Bloch-Lopez

Sent from my iPad

Addition from Margey Meyer: I moved into my home at 9166 Cardwell St. in 1998, not 1988. Also, I did not say, "There is right and wrong". I said "You may have the right to do something, but that something may not be the right thing to do".

Questions for P&Z 8-11-2020

1. Why does the developer include the distance between the sound wall and the residence at 9209 Cardwell in the total setback distance? Ordinance 03:B-02 describes *03:B-02 - Building line or building setback line: The words "building line" or "building setback line" mean a line parallel to a property line at a required setback distance which signifies that between such "building line" and parallel property line no portion of any building shall be constructed.* (Ordinance 231). Counting the feet from the sound wall to a residence is irrelevant, but just so you know, it's 23' to a bedroom at 9205 Cardwell. The actual, legal setback is 47' for the garage and 65' for the building. How can we trust anything else the developer has asserted?
2. The site lines depicted on pages 9, 15, 16 and 17 are inconsistent. Page 9 indicates a line of site of 2.5 stories. Page 15 indicates only the top floor has a view of the backyard of 9205 Cardwell. Page 16 indicates no view of the building from the home at 9205 Cardwell. There are no such large trees in the backyard of 9205 Cardwell as drawn on page 17. How can we trust anything else the developer has asserted?
3. The developer claimed that our property values would increase with the 6-story office building. I talked with a property appraiser who not only disagreed with that statement but also said that you P&Z commissioners and our council members know darn well property values would drop. **Where is the proof that commissioner Amy Winstead requested?** Do you agree that property values would increase? How can we trust anything else the developer has asserted?
4. A backup generator is planned for behind the garage, less than 47' from the sound wall. That will be a hellacious noise for everyone in the cul-de-sac. Would you commissioners like that in your back yard?
5. They're not showing the line of sight from the east. I think that will be an eye-opener to folks on Bade and Penn Manor. How would you like folks peering into your yards and even your windows?
6. Why did the developer close on the property in December without the assurance that their building would be approved?
7. The light ordinance Commissioners Hoffman and McMichael mentioned last month that would protect us from light pollution relates **ONLY to exterior lighting**. We are concerned with the light pollution emanating from **inside the building**. At last month's meeting, Mr. Sternesky at 1121 Traweek Drive, behind Peli Peli, stated that light pollution is bad and there needs to be a solution whereby lights in the building can be turned off at night.
8. Hilshire Village limits commercial buildings to 50' height and minimum 40' setback from a residential lot. Hunter's Creek's restrictions are a maximum of 35' height and minimum 35' setback from a residential lot. In Hedwig Village, at the extreme, a commercial building could be 81' high but only with a setback greater than 300' from a residential lot.

Do our SVV elected and appointed officials value their residents less than the other Memorial Villages do? Why would SVV want to reduce our existing requirements, harming our property values and our right to privacy and peaceful enjoyment? Rather than being pro-developer, focus first on the detrimental impact on residents like the other Memorial Villages do!

I oppose the construction of an 85' building with a 47' setback at 9210 Katy Freeway for the following reasons:

1. It will reduce my property value.
2. It will intrude on my privacy.
3. It will increase security concerns.
4. It will cause light pollution by excessive and obtrusive lighting. An owner behind Peli Peli already mentioned to you at last month's meeting how the building's lights are affecting his house, and he's separated by West Tex!
5. It will cause unwelcome odors, seepage and vermin from the dumpster and noise when it is picked up.
6. It will impose continuing noise from the HVAC equipment and when the backup generator is in use.
7. It may reduce the amount of sunlight I now enjoy.
8. It may increase traffic in our little neighborhood.
9. No other Memorial village has a 6-story building as close to residential homes as the proposed building would be.
10. Planning & Zoning Commissioners and City Council Members approved the variance to Commercial C zoning ordinance without properly allowing input from SVV residents, changing 1010 Bade as a residential address to 9210 Katy Freeway as part of a newly-designated Frontage Planned Area Development District.
11. There will be a significant deterioration of the residential character of our neighborhood.
12. The line of sight for the neighborhood will be negatively impacted with a tall building.
13. 5' of frosted glass on the north-facing windows won't block the line of site for anyone over 5' tall.
14. The developers have not provided a line-of-site looking out from the east side of the building. The reason may be because homeowners on **Bade** and **Penn Manor** will be shocked to see how much building tenants can see of their front and back yards.
15. The potential for flooding the Cardwell cul-de-sac and the south dead end of Bade is alarming.
16. SVV's Vision is to:
 - a. Be a primarily residential community
 - b. Improve and maintain aesthetic appeal
 - c. Encourage compatible development and redevelopment of property suitable for commercial development to enhance the property and sales tax base, including uses that are beneficial to residents

In summary, our standard of living will be immensely detrimentally affected by the concerns stated above!

I support only:

1. A setback of 100' from the sound wall. This is consistent with approvals at 1) Bingle West PADD which requires any commercial structure be at least 100' from a property line, and 2) the northwest Campbell FPADD which has a setback of 100' from the building to the sound wall and 25' setback for the 7-story garage. However, this FPADD has West Tex behind it which adds another 60' for a total of 160' from the Pecan Trail Lane property fences for the office building and 85' for the garage.
2. A maximum height of 39' due to proximity to homes. This is also consistent with the other frontage road commercial developments in SVV zoned Commercial C. This ordinance is still in effect and we ask that you do not allow exceptions for 9210 Katy Freeway. **We have no easement or street between the building and our backyards.**

Margey Meyer, 9166 Cardwell St.
August 11, 2020

DECEMBER 1, 2017

What Are the Requirements for a Nuisance Claim In Texas?

By **Aimee Hess**

Nuisance claims are a bit of a muddled area of Texas law. As Justice Boyd stated in the opinion: “This is a nuisance case, but that does not tell you much. As a legal concept, the word nuisance ‘has meant all things to all people.’ ” Because of the confusion, in a recent case the **Texas Supreme Court** articulated the standard for a landowner who wants to assert a noise-nuisance claim in Texas. The case is **Crosstex North Texas Pipeline L.P. v. Andrew and Shannon Gardiner**. In its opinion, the Texas Supreme Court noted that a nuisance is a particular legal injury that occurs where a landowner’s use or enjoyment of their land is interfered with by another party. The party could be a neighbor or an easement holder using the land. Nuisances often take the form of noise, vibrations, overpowering smells and other conditions that impede or inhibit a person from enjoying their property.

In this case, Crosstex North Texas Pipeline obtained an easement from the Gardiners and then built and operated a gas compressor station on the easement on a neighboring property. The compressor station included four diesel engines that were each “bigger than mobile homes.” Witnesses described the sound as similar to a jet engine. At least one of the engines runs continuously all day and night. Crosstex implemented a variety of other sound reduction and mitigation measures to stop the travel of sound, such as building walls around the compressor and planting vegetation around the compressor. However, the Gardiners claimed that the sound level was still unacceptable and that it interfered with the use and enjoyment of their property. The Gardiners sued on a noise nuisance claim. The jury awarded them \$2,000,000 for diminution in value of their ranch because of the compressor station.

The Court confirmed that Texas precedent characterizes a nuisance, not as an invasion of an interest but as a *condition* that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities attempting to use and enjoy it. As the Supreme Court notes, there are three types of nuisance claims:

- **Intentional nuisance** requires that the defendant: 1) intentionally caused the interference with the landowner’s use and enjoyment of their property; and 2) intentionally engaged in conduct or behavior that caused the nuisance in the first place.
- **Negligent nuisance** requires that interference with the landowner’s user of enjoyment of their land is the result of the defendant’s negligence, and a negligence nuisance claim is governed by ordinary negligence principles.
- **Strict-liability nuisance.** A defendant can be held strictly liable for a nuisance when the defendant’s conduct is an “abnormally dangerous activity”. It does not matter if the defendant’s conduct is out of place in its surroundings. Strict liability principles are reserved for the most dangerous or risky activities or conduct.

In this case, the Gardiners claimed that the compressor was out of place in its surroundings and was unreasonably loud. The Supreme Court did not determine that the compressor’s existence near the Gardiners property was enough to constitute a strict-liability nuisance, since the compressor was not overly dangerous. However, the Court did agree that Crosstex’s activities could constitute intentional or negligent nuisance, but held that making that determination was up to the trial court. The Texas Supreme Court remanded the case to the trial court with instructions to apply the nuisance standards laid out in its decision.

The Texas Supreme Court reviewed the history of nuisance claims, and also set out the requirements of a nuisance claim in detail, including:

- To prove a nuisance (that is, a legal injury based on interference with use and enjoyment of land), a plaintiff must establish that the effects of the substantial interference on the plaintiff are unreasonable—not that the defendant’s conduct or land use was unreasonable.
- The standard for determining whether the effects of the interference are unreasonable is an objective one, i.e., the effects of the defendant’s conduct or land use must be “such as would disturb and annoy persons of ordinary sensibilities, and of ordinary tastes and habits”.
- The interference must be substantial, and determination of whether a defendant’s interference with a plaintiff’s use and enjoyment of land is substantial or whether any particular effect of that interference is unreasonable requires consideration and balancing of a multitude of factors, depending on the circumstances of the case at hand, including:

- the character and nature of the neighborhood, each party’s land usage, and social expectations;
- the location of each party’s land and the nature of that locality;
- the extent to which others in the vicinity are engaging in similar conduct in the use of their land;
- the social utility of each property’s usage;
- the tendency or likelihood that the defendant’s conduct will cause interference with the plaintiff’s use and enjoyment of their land;
- the magnitude, extent, degree, frequency, or duration of the interference and resulting harm;
- the relative capacity of each party to bear the burden of ceasing or mitigating the usage of their land;
- the timing of each party’s conduct or usage that creates the conflict;
- the defendant’s motive in causing the interference; and
- the interests of the community and the public at large.

The opinion of the Texas Supreme Court in this case is truly a textbook of nuisance law, and the Court has done Texans a real service in clarifying the law in this area.

Posted in: **Real Estate Law**

Updated: December 8, 2017 2:26 pm

Julie Robinson

From: Joy McCormack <mccormackjoy@hotmail.com>
Sent: Wednesday, August 12, 2020 4:22 PM
To: Julie Robinson
Subject: Fwd: Proposal 3 for 9210 Katy Freeway

Sent from my iPhone

Begin forwarded message:

From: Joseph Lopez <jflopezpo@gmail.com>
Date: August 12, 2020 at 3:10:06 PM CDT
To: "mayor@springvalleytx.com" <mayor@springvalleytx.com>,
"acarpenter@springvalleytx.com" <acarpenter@springvalleytx.com>,
"ddominy@springvalleytx.com" <ddominy@springvalleytx.com>,
"tdonaho@springvalleytx.com" <tdonaho@springvalleytx.com>,
"jmccormack@springvalleytx.com" <jmccormack@springvalleytx.com>,
"bbothe@springvalleytx.com" <bbothe@springvalleytx.com>
Cc: "zmeadows@springvalleytx.com" <zmeadows@springvalleytx.com>, "Rebecca (ICE)" <rbloch623@gmail.com>
Subject: Proposal 3 for 9210 Katy Freeway

Dear Mr. Mayor and City Council Members:

This note is being sent in preparation for the upcoming SV City Council meeting of Aug 25 at 6:00 pm.

As SV residents of the neighborhood near the referenced project, we are appreciative of the efforts by the P&Z committee to mitigate the impact on our neighborhood by recommending several improvements to the project.

However, we have to say that several of the neighbors continue to be extremely concerned with the height of the building.

We already have 2 massive buildings at Adkins Rd. and Campbell Rd. (Peli Peli). Plus the approved 85 ft building at NW Campbell. So the west section of our city is taken an unreasonable burden! A new large and tall building with no buffer street behind will be detrimental to the character of our neighborhood.

As we prepare for the upcoming meeting, we would like to kindly request the following:

- 1) That fully updated diagrams and pictures be available for all to review
- 2) A line of sight picture from the 9200 Cardwell Dr. cul de sac and another from Bade St. to the proposed building. It is important that we all get to see these line of sights and the corresponding impact on our community
- 3) Please note the developer's line of sight from the our home to the proposed building

incorrectly shows some trees inside our property and next to the sound wall that are higher than the sound wall. These plants are there to limit the view of the wall from the house but do not go above the sound wall. The depiction from the developer is misleading as it portrays the plants are larger than they are and cover the line of sight from our home to the proposed building. This is not the case, so the pictures should be revised accordingly.

4) A line of sight picture from the proposed building to a hypothetical 2 story home on our property at 9205 Cardwell Dr. As everyone knows, our one story homes are being replaced by 2 story homes

5) A line of sight picture from the second floor of a hypothetical 2 story home at 9205 Cardwell Dr towards the building.

We thank you in advance for your assistance and look forward to the upcoming meeting.

Regards

Joe and Rebecca Lopez

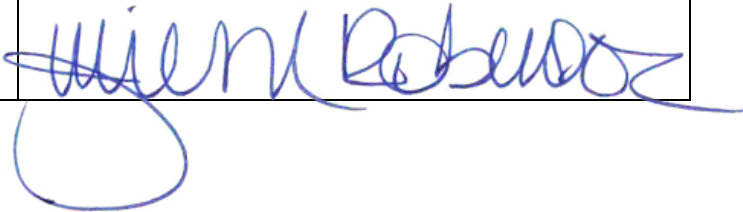
9205 Cardwell Dr. (since 1982)

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

MEETING DATE: August 25, 2020

TOPIC:	ORDINANCE NO. 2020-XX ORDINANCE NUMBER 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85’), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.
BACKGROUND:	In the previous agenda item, the City Council conducted a public hearing on a proposed Ordinance approving a Planned Area Development (“PAD”) for the property located at 9210 Old Katy Road. The proposed Ordinance contains the conditions applied by the Planning and Zoning Commission in its recommendation for approval.
RECOMMENDATION:	On August 11, 2020, the Planning and Zoning Commission recommended approval of the PAD with the following changes to the development proposal: • The north elevation of the building should be setback as follows: - o 4th Floor shall be 75 feet from sound wall - o 5th Floor shall be 85 feet from sound wall - o 6th Floor shall be 95 feet from sound wall • The north elevation windows shall be frosted up to 5’6” above floor. • The punched windows on the east elevation shall have translucent or comparable glass. • Three (3) field-dug trees shall be placed along the south side of the sound wall. • Minimum of 3.5 parking spaces per 1,000 gross square feet of building.
ATTACHMENTS:	• Ordinance No. 2020-XX • Recommendation from the Planning & Zoning Commission

**City of 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: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85’), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, TLM-SVMP II, LLC (the “Owner”), whose contact is John Joubert, an individual, with the mailing address of 110 E. Davis Street, McKinney, Texas, 75089 owns a 1.17 acre tract of land, more or less, being identified as the property just east of the northeast corner of the intersection of I-10 and Adkins Road (the “Property”) within the corporate limits of the City of Spring Valley Village, Texas, the tract of land being more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes; and

WHEREAS, the property is presently zoned Freeway Planned Area Development District (“FPADD”) pursuant to the City’s Zoning Ordinance, as amended; and

WHEREAS, the City Council wishes to adopt this Ordinance to allow construction of a building on the 1.17 acres of property described above, in compliance with the terms and provisions set forth herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on

the proposed ordinance for the construction of improvements on the 1.17 acre tract just east of the northeast corner of I-10 and Adkins Road; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now finds it in the best interest of the health, safety and welfare of the citizens to adopt this Ordinance as an amendment to the City's Zoning Ordinance as provided herein; now, therefore,

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

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

Section 2. The application of the owner of the 1.17 acre tract just east of the northeast corner of I-10 and Adkins Road for a planned area development is hereby approved, subject to the regulations, restrictions, terms and conditions hereinafter set forth.

Section 3. The Zoning District Map of the City of Spring Valley Village, Texas, shall be revised and amended to show the designation of the 1.17 acre tract just east of the northeast corner of I-10 and Adkins Road as provided in the preamble hereof, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein. When a conflict exists between the Comprehensive Zoning Ordinance and this Ordinance, this Ordinance shall prevail.

Section 5. The Planned Area Development use authorized and permitted on the 1.17 acre tract of land hereby shall be, and is, subject to the following additional limitations, restrictions and covenants:

- A. Compliance with Application and Site Plans. The granting of the PAD shall be, and is hereby, conditioned upon the proposed improvements being located, constructed, and conducted upon the Property in substantial compliance with the Application dated August 5, 2020 (the “Application”) including the description of the proposed use, and the site and landscape plan that are attached hereto as Exhibit “B” and made a part hereof for all purposes.
- B. Buildings; setbacks, architectural elevations:
 - 1. The Development within the PAD shall consist of a single three-story professional building over a four-level parking garage, with one parking level below grade, with up to 85,647 square feet of interior space.
 - 2. The new construction shall be fully equipped with the number of fire sprinklers as required by City Ordinance.
 - 3. All structures shall be set back at least 50’ from the I-10 right-of-way, 47’ from any privately owned tract in Residential District A, and 10’ from any adjacent property containing a commercial use. The fourth floor shall be set back a minimum of 75 feet from the existing sound wall. The fifth floor shall be set back a minimum of

85 feet from the existing sound wall. The sixth floor shall be set back a minimum of 95 feet from the existing sound wall.

4. The Development may include a single three-story building over a four-level parking structure, with one parking level below grade, and as described in the Application.
5. Number of stories; Height limitations. The building and extensions shall not exceed 85 feet above ground level in height. The building and structures within the district shall be constructed and maintained in substantial compliance with the Application.
6. All windows that face north shall be frosted to a height of five feet, six inches (5'6"). The punched windows on the east side of the building shall be of a translucent or equivalent material.
7. All buildings shall be constructed and maintained in substantial compliance with the architectural elevations of the building to be approved by the Planning and Zoning Commission and City Council prior to commencement of construction.

C. Access; Parking facilities.

1. The Development shall be accessed by one (1) existing forty-four foot (44') wide driveway on the I-10 frontage road as well as cross access through the existing medical office building development on the hard corner of the I-10 frontage road and Adkins Road. The City is not responsible for controlling traffic into, out of, or within the PAD driveways/private access roads.

2. The Owner shall provide paved parking spaces, either surface parking or in the parking structure, for all persons attending activities on the Property in substantial compliance with the Application and the City's off-street parking ordinances. The site shall include a minimum 3.5 parking spaces per 1,000 square feet of net rentable building square footage.
3. Parking on streets adjacent to the Property by persons attending activities on the Property is prohibited.
4. Parking on the Property on any surface other than a paved surface is prohibited.
5. Overnight parking is prohibited except for tenants' delivery vans or trucks in designated parking spaces only.
6. Signs shall be posted and maintained prohibiting overnight parking.

D. Occupancy/Use.

1. The Property may be used for the following purposes only:

Retail shops (other than retail shops performing vehicular and heavy machinery repair; shops that require outside bulk storage; convenience retail food stores; pornography shops and massage parlors); and

Restaurants, cafes, and cafeterias, including restaurants, cafes and cafeterias that serve alcoholic beverages to customers in conjunction with the sale of food prepared and served by the restaurant, cafe or cafeteria; and

Professional and business offices and clinics (other than drive-in and/or drive-through facilities connected with or part of a professional and/or business office or clinic).

There is no retail requirement for this development.

2. Restaurants, including those serving alcohol, shall be permitted to operate from 6:00 am to 2:00 am. Mercantile shall be permitted to operate from 7:00 a.m. to 12:00 a.m.
3. Outdoor uses restricted.
 - a) Outdoor patio dining hours shall be permitted between the hours of 6:00 a.m. and 12:00 a.m. in the areas designated on the application.
 - (b) Outdoor storage and outdoor displays are prohibited.
4. Initial construction hours are between 7:00 am and 7:00 p.m. Monday – Friday and between 9 am and 6 pm Saturday – Sunday.
5. Except as expressly provided above, the property shall not have operating hours outside 7:00 a.m. to 9:00 p.m. Monday through Saturday and outside 8:00 a.m. to 7:00 p.m. on Sundays and City holidays, with the exception of post-surgical care.
6. Uses not specifically identified as permitted uses are not authorized.

E. Landscape/Screening/Lighting.

1. The Owner shall provide landscaping in substantial compliance with the Application.

2. The landscaping and irrigation for the development will meet or exceed City ordinance requirements. The owner shall preserve, plant and maintain trees and landscaping as shown on the site and landscape plan, including the removal of the trees on the existing medical office building parcel that are planted along the south side of the sound wall shown in the Application. The existing landscaping (the field dug trees) behind the existing building immediately adjacent to the Property to the west will be removed as shown on the site plan submitted with the Application to accommodate a fire lane as required by the Village Fire Department Fire Marshal. A final landscape and irrigation plan shall be submitted to the City with full construction documents at the time of building permit submission.
3. Landscape maintenance shall be permitted between the hours of 7:00 a.m. and 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. Saturday - Sunday.
4. No outdoor lighting shall be permitted to directly shine on any adjacent property. All outdoor lighting shall be screened or shaded. Lighting shall be placed and oriented to minimize indirect or reflected lighting onto adjacent properties. Lighting levels in the parking lot shall average no more than 2.4 foot (2.4') candles with no more than 3.69 foot (3.69') candles on top of the parking structure during business hours. Lighting shall be reduced to

average one foot candle for after-hours security. All lighting shall be “white” color corrected lighting. Light poles not exceeding twenty feet (20’) in height will be utilized on the surface parking lot. No high pressure sodium lighting is permitted.

5. Owner shall plant and maintain in perpetuity a minimum of three mature, field dug live oak trees on the north side of the property, just south of the sound wall. Owner shall provide for ample irrigation for such trees.

F. Refuse; building maintenance; deliveries.

1. Location. The Development will have one (1) dumpster location for two (2) dumpsters as shown on the Application. The dumpsters shall be enclosed and located in the northwest corner of the surface lot and shall not be visible from any public right-of-way.
2. Pickup. Refuse/dumpster containers shall only be picked up between 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on weekends.
3. Parking Lot Maintenance. Parking lot areas shall be cleaned at least five days each calendar month between 7:00 a.m. and 7:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends.
4. Building Maintenance. Building maintenance is permitted 7:00 a.m. to 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. on Saturday - Sunday.

5. Deliveries. Deliveries are permitted only between 7:00 a.m. and 7:00 p.m. Monday – Friday and between 9:00 a.m. and 6:00 p.m. on Saturdays.

G. Drainage Systems. The Owners shall design and construct storm water drainage improvements in compliance with all applicable City ordinances and in substantial compliance with the Application, as approved by the City's Floodplain Administrator.

H. Signs.

1. The Development may have one building identification sign on I-10 in compliance with the City's sign regulations.
2. All signage shall comply with all other ordinances of the City applicable to signage; permits shall be required for all signage in compliance with other ordinances of the City.
3. Landscaping shall be placed adjacent to the building identification sign. This landscaping shall consist of bushes, shrubs, annual and perennial flowering plants, and appropriate vegetative ground cover or a combination thereof, and shall be in addition to any other landscape requirements set forth.

I. Noise. All activities shall comply with the ordinances of the City applicable to noise and sounds, except that operating hours may be extended as provided above.

Section 6. In the event that construction activities on the property subject to this Ordinance has not commenced within two (2) years of the effective date of this Ordinance, this Ordinance shall expire on its own terms and become null and void.

Section 7. 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 8. 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 9. Attached to this ordinance are the following documents:

Exhibit A: Legal Description;
Exhibit B: The Application.

ADOPTED this the ____ of _____, 2020.

Marcus Vajdos, Mayor
Spring Valley Village, Texas

ATTEST:

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

**EXHIBIT “A” –
LEGAL DESCRIPTION**

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

**EXHIBIT “B” –
APPLICATION**

**Due to the Size of the Application This
Exhibit Will Be Added After Action Has
Been Taken By City Council**

DIVIDER PAGE



SPRING VALLEY
VILLAGE

PLANNING & ZONING COMMISSION VOTING FORM

DATE: AUGUST 11, 2020

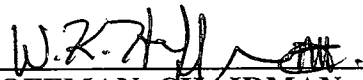
AGENDA ITEM #4:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2020-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE CREATING AND APPROVING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT TO ALLOW CONSTRUCTION OF A THREE STORY PROFESSIONAL BUILDING OVER A FOUR LEVEL PARKING STRUCTURE, WITH ONE LEVEL BELOW GROUND, FOR A MAXIMUM HEIGHT OF EIGHTY-FIVE FEET (85’), ADDITIONAL SURFACE PARKING, AND ALLOWING PROFESSIONAL, MEDICAL AND SURGICAL USES; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

<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					
MARVELLEN MCGLOTHLIN					
ANNE-MARIE MCMICHAEL		✓	✓		
LOUISE RICHMAN			✓		
AMY WINSTEAD					
JOHN LISENBY, ALTERNATE	✓		✓		

MOTION CARRIED 5-0

MOTION DENIED _____


TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION

Conditions:
on the North Elevation the 4th Floor shall be 75 Feet From Sound wall, the 5th Floor shall be 85 Feet From Sound wall, and the 6th Floor shall be 95 Feet From Sound wall; Minimum of 3.5 Parking Spaces per 1,000 Gross Square Feet of building
The North elevation glass shall be Frosted up to 5'6" above Floor
Minimum of 3 Field day trees along Southside of the South wall.
Punched windows on east elevation shall have translucent or comparable glass

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

MEETING DATE: August 25, 2020

TOPIC: **Briefing And Discussion Concerning Quarterly Investment Report For Period Ending June 30, 2020**

BACKGROUND: Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. Attached is a memorandum explaining changes in the City's investments as well as a detailed investment report for the quarter ending June 30, 2020.

RECOMMENDATION: N/A

ATTACHMENTS:

- Quarterly Investment Report for FY 2019-2020 Period Ending June 30, 2020

FUNDING ISSUES:

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

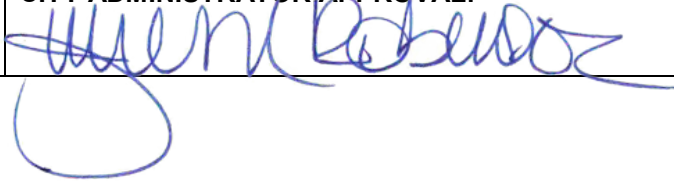
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Michelle Yi, City Treasurer

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

DIVIDER PAGE



EST. 1955

SPRING VALLEY
V I L L A G E**MEMORANDUM**

TO: Honorable Mayor and Council Members
FROM: Michelle Yi, City Treasurer
CC: Julie Robinson, City Administrator
DATE: August 13, 2020
SUBJECT: Quarterly Investment Report for the Period Ended June 30, 2020

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

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

Portfolio Recap:

- Year-to-Date, The SWEEP earned an average yield of 0.8993%.
- Year-to-Date, The TexPool earned an average yield of 1.1487%
- Throughout the quarter, the City's investments earned interest \$14,323.23.

During the second quarter of 2020, the Federal Reserve left the target range for its federal funds rate unchanged at 0-0.25% percent. The U.S. labor market has rebounded during the quarter but still remains down about 10% from its February peak. Staff continues to monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for Quarter Ended June 30, 2020. This information shows that on the beginning market value as of October 1, 2019 was \$19,105,942.62 and ending market value on June 30, 2020 was \$20,075,697.05. Also included are spreadsheets showing the book value additions of \$23,461,933.03 and book value withdrawals of \$22,492,178.60 for fiscal year-to-date activity.

As of June 30, 2020, the City's cash and investments were as follows:

<u>INVESTMENTS</u> <u>CATEGORY</u>	<u>BOOK</u> <u>VALUE</u>	<u>MARKET % OF</u> <u>PORTFOLIO</u>
Cash in Demand Accounts	\$ 3,253,076	16.21%
Certificates of Deposit (CDs)	\$ 214,928	1.07%
Investment Pool	\$ 16,366,705	81.52%
Money Market/Savings	\$ 240,987	1.20%
	<u>\$ 20,075,697</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of June 30, 2020, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$860,920.54.

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

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

Investment Officer:

Michelle Yi, City Treasurer

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
June 30, 2020**

<u>INVESTMENTS CATEGORY</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Cash in Demand Accounts	\$ 3,253,076	\$ 3,253,076	\$ 3,253,076	16.21%
Certificates of Deposit (CDs)	\$ 214,928	\$ 214,928	\$ 214,928	1.07%
Investment Pool	\$ 16,366,705	\$ 16,366,705	\$ 16,366,705	81.52%
Money Market/Savings	<u>\$ 240,987</u>	<u>\$ 240,987</u>	<u>\$ 240,987</u>	<u>1.20%</u>
	<u>\$ 20,075,697</u>	<u>\$ 20,075,697</u>	<u>\$ 20,075,697</u>	<u>100.00%</u>

Weighted Average Maturity *	2 Days
Weighted Average Yield*	0.2198%
Comparative Yields:	
	3-month Tsy Bill 0.1600%
	6-month Tsy Bill 0.1800%
	2-year Tsy Note 0.1600%

* Does include cash accounts

CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended June 30, 2020

Account	Date		Rate/	Purchase	Purchase	Market	Face	Beginning Values @ 10/1/19		Ending Values @ 06/30/2020		Accrued
Description	Purchase	Maturity	Coupon	Yield	Price	Price	Amount	Book Value	Market Value	Book Value	Market Value	Interest
Cash Accounts												
Wells Fargo - Pooled Cash	06/30/20	07/01/20	0.0542%	0.0542%	\$ -	\$ -	\$ 1,924,847.26	\$ 1,407,970.44	\$ 1,407,970.44	\$ 1,924,847.26	\$ 1,924,847.26	\$ -
Wells Fargo - Harris County Child Safety	06/30/20	07/01/20	0.1600%	0.1600%	-	-	57,240.11	54,105.27	54,105.27	57,240.11	57,240.11	-
Wells Fargo - Savings	06/30/20	07/01/20	0.1600%	0.1600%	-	-	416,829.28	416,309.54	416,309.54	416,829.28	416,829.28	-
Wells Fargo - Court On-Line Pay	06/30/20	07/01/20	0.1600%	0.1600%	-	-	8,535.51	8,343.84	8,343.84	8,535.51	8,535.51	-
Wells Fargo - GO/CO Bonds	06/30/20	04/01/20	0.1600%	0.1600%			487,215.79	376,621.66	376,621.66	487,215.79	487,215.79	
Wells Fargo - Reserved for Bond	06/30/20	07/01/20	-	-	-	-	358,408.47	358,408.47	358,408.47	358,408.47	358,408.47	-
Sub-total							3,253,076.42	2,621,759.22	2,621,759.22	3,253,076.42	3,253,076.42	-
Certificates of Deposit												
Allegiance Bank #1002083862	12/18/19	12/17/20	1.2000%	1.2000%	-	-	214,928.45	212,019.46	212,019.46	214,928.45	214,928.45	1,384.96
Sub-total							214,928.45	212,019.46	212,019.46	214,928.45	214,928.45	1,384.96
Investment Pools												
TexPool - General Fund	06/30/20	04/01/20	0.2165%	0.2165%			8,353,844.20	6,297,315.75	6,297,315.75	8,353,844.20	8,353,844.20	-
TexPool - Utility Fund	06/30/20	07/01/20	0.2165%	0.2165%			1,389,153.65	1,377,225.78	1,377,225.78	1,389,153.65	1,389,153.65	-
TexPool - Capital Replacement Fund	06/30/20	07/01/20	0.2165%	0.2165%			1,032,604.82	1,023,738.53	1,023,738.53	1,032,604.82	1,032,604.82	
TexPool - Capital Improvement Fund	06/30/20	07/01/20	0.2165%	0.2165%			5,591,102.47	7,334,455.79	7,334,455.79	5,591,102.47	5,591,102.47	
Sub-total							16,366,705.14	16,032,735.85	16,032,735.85	16,366,705.14	16,366,705.14	-
Money Market/Savings Accounts												
Veritex Bank	06/30/20	07/01/20	0.2500%	0.2500%	-	-	240,987.04	239,428.09	239,428.09	240,987.04	240,987.04	-
Sub-total							240,987.04	239,428.09	239,428.09	240,987.04	240,987.04	-
Total							\$ 20,075,697.05	\$ 19,105,942.62	\$ 19,105,942.62	\$ 20,075,697.05	\$ 20,075,697.05	\$ 1,384.96

CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
For the Quarter Ended June 30, 2020

Account Description	Date		Rate/ Coupon	Face Amount	Beginning Balance		Fiscal Year-To-Date Activity			Ending Balance	
	Purchase	Maturity			10/01/19 Book Value	10/01/19 Market Value	Deposits/ Purchases	Withdrawals/ Maturities/Calls	Incr/(Decr) Market Value	06/30/20 Book Value	06/30/20 Market Value
<u>Cash Accounts</u>											
Wells Fargo - Pooled Cash	06/30/20	07/01/20	0.0542%	\$ 1,924,847.26	\$ 1,407,970.44	\$ 1,407,970.44	\$ 20,118,277.77	\$ 19,601,400.95		\$ 1,924,847.26	\$ 1,924,847.26
Wells Fargo - Harris County Child Saf	06/30/20	07/01/20	0.1578%	57,240.11	54,105.27	54,105.27	3,851.98	717.14	-	57,240.11	57,240.11
Wells Fargo - Savings	06/30/20	07/01/20	0.1600%	416,829.28	416,309.54	416,309.54	519.74	-	-	416,829.28	416,829.28
Wells Fargo - Court On-Line Pay	06/30/20	07/01/20	0.1600%	8,535.51	8,343.84	8,343.84	191.67	-	-	8,535.51	8,535.51
Wells Fargo - GO/CO Bonds	06/30/20	07/01/20	0.1600%	487,215.79	376,621.66	376,621.66	1,200,654.64	1,090,060.51	-	487,215.79	487,215.79
Wells Fargo - Bond Reserved	06/30/20	07/01/20	0.1600%	358,408.47	358,408.47	358,408.47	-	-	-	358,408.47	358,408.47
Sub-total				3,253,076.42	2,621,759.22	2,621,759.22	21,323,495.80	20,692,178.60	-	3,253,076.42	3,253,076.42
<u>Certificates of Deposit</u>											
Allegiance Bank #1002083862	12/18/19	12/17/20	1.2000%	214,928.45	212,019.46	212,019.46	2,908.99	-	-	214,928.45	214,928.45
Sub-total				214,928.45	212,019.46	212,019.46	2,908.99	-	-	214,928.45	214,928.45
<u>Investment Pools</u>											
TexPool - General Fund	06/30/20	04/01/20	0.2165%	8,353,844.20	6,297,315.75	6,297,315.75	2,056,528.45	-	-	8,353,844.20	8,353,844.20
TexPool - Utility Fund	06/30/20	07/01/20	0.2165%	1,389,153.65	1,377,225.78	1,377,225.78	11,927.87	-	-	1,389,153.65	1,389,153.65
TexPool - Capital Replacement Fund	06/30/20	07/01/20	0.2165%	1,032,604.82	1,023,738.53	1,023,738.53	8,866.29	-		1,032,604.82	1,032,604.82
TexPool - Capital Improvement Fund	06/30/20	07/01/20	0.2165%	5,591,102.47	7,334,455.79	7,334,455.79	56,646.68	1,800,000.00		5,591,102.47	5,591,102.47
Sub-total				16,366,705.14	16,032,735.85	16,032,735.85	2,133,969.29	1,800,000.00	-	16,366,705.14	16,366,705.14
<u>Money Market/Savings Accounts</u>											
Veritex Bank	06/30/20	07/01/20	0.2500%	240,987.04	239,428.09	239,428.09	1,558.95	-	-	240,987.04	240,987.04
Sub-total				240,987.04	239,428.09	239,428.09	1,558.95	-	-	240,987.04	240,987.04
Total				\$ 20,075,697.05	\$ 19,105,942.62	\$ 19,105,942.62	\$ 23,461,933.03	\$ 22,492,178.60	\$ -	\$ 20,075,697.05	\$ 20,075,697.05