EST. 1955
SPRING VALLEY
VILLAGE

Regular City Council Meeting
April 27, 2021
6:00 p.m.

Marcus Vajdos, Mayor
Bo Bothe
Tom Donaho

Allen Carpenter, Mayor Pro Tem
David Dominy
Joy McCormack

EST. 1955
SPRING VALLEY
VILLAGE

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, April 27, 2021, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of Spring Valley Village will conduct the meeting scheduled at 6:00 p.m. on Tuesday, April 27, 2021 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://us02web.zoom.us/j/81618828433

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: 816 1882 8433 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

3.1 Police Week Proclamation

3.2 Public Works Week Proclamation

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

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

5.1 Minutes for Special Called City Council Meeting on March 23, 2021

5.2 Minutes for Regular City Council Meeting on March 23, 2021

5.3 Resolution Number 21-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2021 AND 2022; 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 Number 21-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR CONSTRUCTION OBSERVATION AND CONSTRUCTION MATERIAL TESTING SERVICES FOR THE REPLACEMENT OF GROUND STORAGE TANK #2 BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP; 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.

5.5 Resolution Number 21-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR CONCRETE RAISING SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONCRETE RAISING CORPORATION OF TEXAS; 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.

5.6 Approval of Pay Estimate No. 6 for Green Valley Drive & Winningham Lane Pavement & Utility Improvements Project to Conrad Construction Co., LTD. in the Amount of $151,689.56

5.7 Approval of Village Fire Department FY 2021 Budget Amendment for Construction Budget for the Village Fire Station Facility Renovations Project.

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: March 2021 Police Department Staff Report (Chief Evans):

1. Number of Calls for Service
2. Number of Traffic Violations
3. Number of K-9 Deployments

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on March 24, 2021 and Any Special Meetings That May Have Occurred since March 24, 2021. (Mayor Pro-Tem Carpenter / Council Member Bothe)

8. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** COVID-19 Reopening Plans.

NEW BUSINESS

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 21-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SWITCHVOX PHONE SYSTEM IMPLEMENTATION AND SUPPORT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BEMA INFORMATION TECHNOLOGY LLC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Purchase of a Mobile Diesel Generator from Generac Power Systems, Inc. in the Amount of $71,450.68.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2021-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 A NEW FEE FOR BUILDING PERMIT (DRIVEWAY/FLATWORK) CONSTRUCTION; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Fiscal Year 2021-2022 Budget Calendar.

13. **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:

    13.1 Section 551.071 – Consultation With Attorney Regarding Pending Or Contemplated Litigation Or A Matter In Which The Duty Of The City Attorney Requires To Be Discussed In Closed Meeting.

    13.2 Section 551.072. Deliberation Regarding Real Property: Discussion To Deliberate The Purchase, Exchange, Lease, Or Value Of Real Property If Deliberation In An

Open Meeting Would Have A Detrimental Effect On The Position Of The Governmental Body In Negotiations With A Third Person.

13.3 Section 551.076. Deliberation Regarding Security Devices Or Security Audits: Discussion to Deliberate The Deployment, Or Specific Occasions For Implementation, Of Security Personnel Or Devices Or A Security Audit.

14. RECONVENE

15. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 21-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR THE CEDARSPUR STREET (WEST OF BINGLE), BURKHART ROAD (EAST OF BINGLE) AND BURKHART DRIVE (ADJOINING BURKHART ROAD) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL A") OR APPROVING AN ALTERNATE PROPOSAL FOR ENGINEERING SERVICES FOR ONLY THE CEDARSPUR STREET (WEST OF BINGLE) AND BURKHART ROAD (EAST OF BINGLE) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL B") BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING; 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.

16. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Proposal for Access Control and Camera System for City Hall and Police Building from Design Security Controls, LLC (DSC) in the Amount of $132,733.98.

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

1. Status of New Production Well
2. Status of Loeser, Traweek, Lone Star and W. Tex Paving and Utility Improvements Project
3. Status of Green Valley Drive & Winningham Lane (West of Voss) Roadway, Drainage and Utility Improvements Project
4. Status of Cedarspur, Burkhart & Winningham Pavement & Utility Improvements Project
5. Status of Replacement of Ground Storage Tank #2 Project
6. Status of Intersection Improvements for Westview Drive and Voss Road/Bracher Street
7. Update to 2018 Pay Classification Structure

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 April 27, 2021 agenda of items to be considered by City Council was posted on or before the 23rd day of April, 2021, at 11:30 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: Roxanne Benitez

Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

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

Proclamations / Announcements

POLICE WEEK PROCLAMATION

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

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

***WHEREAS**, Saturday, May 15, 2021, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and*

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

***NOW, THEREFORE, I, MARCUS VAJDOS**, as Mayor of the City of Spring Valley Village do hereby declare May 9-15, 2021 as:*

POLICE WEEK

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

***IN WITNESS WHEREOF**, I have hereunto set my signature and the seal of the City of Spring Valley Village, this 27th day of April, 2021.*

_____

***Marcus Vajdos**, Mayor*

Attest:

_____

Roxanne Benitez, City Secretary

PROCLAMATION

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

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

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

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

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

Now, therefore, *I, Marcus Vajdos, Mayor of the City of Spring Valley Village, do hereby proclaim the week of May 16-22, 2021 as*

Public Works Week

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

In Witness Whereof, *I have hereunto set my hand and caused the seal of the City of Spring Valley Village to be affixed this 27th day of April, 2021.*

_____

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

Attest:

_____

Roxanne Benitez, City Secretary

Consent Agenda Items

MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 23, 2021 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 Pro-Tem Carpenter at 5:05 p.m.

Members Present:
Mayor Pro-Tem Allen Carpenter (by video conference)
Council Member Bo Bothe
Council Member David Dominy

Members Absent:
Mayor Marcus Vajdos
Council Member Tom Donaho
Council Member Joy McCormack

2. DISCUSSION AND POSSIBLE DIRECTION CONCERNING:

Review of Current Capital Improvement Program, Consideration of Re-Prioritization of and Possible Additional Capital Projects.

City Administrator Julie Robinson provided a briefing of anticipated projects and requested direction from the Council regarding the re-prioritization of current projects and the possibility of adding new General Fund and Utility Fund Capital Improvement Projects. The Council discussed each of the following items and the direction of the Council concerning each item is as follows:

General Fund Capital Projects

- **Renovation of Pech Road Footbridge Project**: The City will not proceed with this project, and the item is to be removed from the Capital Improvement Plan (CIP). City Staff was directed to continue maintenance of the Footbridge to ensure the safety of those who use it.

- **Bridge Over Briar Branch Creek at Tamy Lane/Randy Drive**: This Project will be left on the Capital Improvement Plan with a reduction of funding from $78,250 to $30,000. The budgeted remaining funds of $48,250 will be reallocated to other cash-funded Capital Improvement Projects. City Staff was directed to continue maintenance of the Bridge and install a light to improve visibility and security. Additionally, City Staff was directed to check on getting light bulbs that are consistent with the neighborhood.

- **Wild Oak Circle Paving & Utility Improvements**: This Project will be added to Project Group A under the Cash-Funded Paving and Utility Improvements Projects.

- **Intersection Improvements for Westview Drive and Voss Road/Bracher Street**: The installation of LED enhanced stop signs for Westview Drive east-bound and west-bound approaches only ($7,000) and the installation of stop bar lights on pavement for all four streets ($10,000) will be included as part of the Bingle Road Traffic Improvements Project

under the Cash-Funded Capital Projects, and City Staff was directed to proceed with the intersection improvements for FY 2021.

Utility Fund Capital Projects

- **Repair of Pech Road Lift Station**: This Project will be added to the Utility Fund CIP for FY 2021 at $45,000, and City Staff was directed to proceed with the Project for FY 2021 with funding to come from the Sewer Department Reserve in the Capital Reserve Fund.

- **Refurbishing of Home Depot Lift Station**: This Project will be added to the Utility Fund CIP in FY 2023 at $165,000 for FY 2021 with funding to come from the Sewer Department Reserve in the Capital Reserve Fund as well as the General Fund Fund Balance.

- **Future Water Plant Upgrades**: This Project will be added to the Utility Fund CIP in FY 2024 and FY 2025, and City Staff will begin identifying the specific upgrades, estimates, and funding.

3. ADJOURNMENT

Council Member Dominy made a motion to adjourn the meeting at 5:45 p.m., and Council Member Bothe seconded the motion. Motion carried 3-0.

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, MARCH 23, 2021 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 6:02 p.m.

Members Present:
Mayor Marcus Vajdos
Mayor Pro-Tem Allen Carpenter (by video conference)
Council Member Bo Bothe
Council Member David Dominy
Council Member Tom Donaho (by video conference)
Council Member Joy McCormack (by video conference) (left at 7:07 p.m.)

Members Absent:
None.

2. INTRODUCTIONS

Julie M. Robinson, City Administrator
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
Mark Schulze, Police Captain
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 Emergency City Council Meeting on February 19, 2021

5.2 Minutes for Regular City Council Meeting on February 23, 2021

5.3 Approval of Pay Estimate No. 5 for Green Valley Drive & Winningham Lane Pavement & Utility Improvements Project to Conrad Construction Co., LTD. in the Amount of $127,411.34

5.4 Resolution Number 21-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF ENGINEERING CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BINKLEY & BARFIELD, INC., FOR ENGINEERING FOR WINNINGHAM, CEDARSPUR, AND BURKHART PAVEMENT & UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

5.5 Resolution Number 21-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 BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND WSP USA FOR ADDED REVIEW SERVICES TO ADDRESS RELOCATING WATER WELL PIPING FOR THE NEW PRODUCTION WELL PROJECT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

5.6 Resolution Number 21-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 3 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR THE NEW PRODUCTION WELL 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..

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

At this time, Council Member Carpenter made a motion to take Agenda Items 10 through 12 out of order, and Council Member McCormack seconded the motion. Motion carried 5-0.

NEW BUSINESS

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Presentation and Acceptance of Fiscal Year 2019-2020 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants. (Robert Belt, Belt Harris Pechacek LLLP)

Robert Belt, Managing Partner with Belt, Harris, Pechacek, LLLP, presented the 2019-2020 Comprehensive Annual Financial Report. Council Member Dominy made a motion to

accept the Fiscal Year 2019-2020 Audited Comprehensive Annual Financial Report prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants as presented, and Council Member McCormack seconded the motion. Motion carried 5-0.

11. **CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Plat of Dolphin's Cove Subdivision, A Plot Containing 2.639 Acres Of Land, Situated In the Bingle West Planned Area Development District (BWPADD), City Of Spring Valley Village, Harris County, Texas Bearing The Address of 1065 Bingle Road.

Mayor Vajdos opened the Public Hearing at 6:09 p.m.

A. Presentation of Preliminary and Final Plat by Applicant

Director of Community Development Zachary Meadows advised that City Council approved the PADD for the Dolphin's Cove subdivision at the November 13, 2018 City Council Meeting and that the subdivision plat was the next step in the process. Mr. Meadows introduced Steve Tschirhart, Board President of the Dad's Club, and Bill Odle, Land Development Manager with Cobb, Fendley and Associates, Inc. Mr. Odle gave a PowerPoint presentation regarding the history of the development and the proposed preliminary and final plat.

B. Those In Favor

None.

C. Those Opposed

Patrick Johnson, who lives at 8703 Green Valley Drive, advised that he was concerned about safety issues regarding the road, right-of-way, fence line, and ingress and egress.

D. Adjourn Public Hearing

Mayor Vajdos adjourned the Public Hearing at 6:21 p.m.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Plat of Dolphin's Cove Subdivision, A Plot Containing 2.639 Acres Of Land, Situated In the Bingle West Planned Area Development District (BWPADD), City Of Spring Valley Village, Harris County, Texas Bearing The Address of 1065 Bingle Road.

City Attorney Loren Smith briefed the Council on the history of the Dolphin's Cove PADD ordinance and subdivision, advising that the PADD was not recommended by the Planning & Zoning Commission, and was approved by City Council in 2018. Mr. Smith advised that the proposed preliminary and final plat meets all requirements listed in the Dolphin's Cove PADD ordinance, and added that the conditions listed in the PADD ordinance were construction conditions, not platting conditions. Planning & Zoning Commission Chairman Trey Hoffman spoke about the previous discussions held by the Commission regarding the Dolphin's Cove PADD ordinance and subdivision. Planning & Zoning Commission Member Charlie Calderwood and former Dad's Club President, spoke regarding previous actions taken by the Dad's Club concerning the Dolphin's Cove PADD ordinance and subdivision. After a lengthy discussion, Council Member Carpenter called the question and made a motion to approve the preliminary and final plat of the Dolphin's Cove subdivision, a plot containing 2.639 acres of land, situated in the Bingle West Planned Area Development District (BWPADD), City of Spring Valley Village, Harris County, Texas bearing the

address of 1065 Bingle Road, and Council Member Dominy seconded the motion. Motion carried 5-0.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** February 2021 Police Department Staff Report (Chief Evans):

Captain Schulze provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 2,177
2. Number of Traffic Violations – 1,326
3. Number of K-9 Deployments – 142

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on February 24, 2021 and Any Special Meetings That May Have Occurred since February 24, 2021. (Mayor Pro-Tem Carpenter / Council Member Bothe)

Mayor Pro-Tem Carpenter advised that an update was emailed to the Council regarding the Village Fire Department renovation. He advised that a separate email was sent regarding issues experienced during Winter Storm Uri, such as a depletion of the food and water supply as well as damage to the building. Mayor Pro-Tem Carpenter also informed the Council of a fire that occurred in one of the other Villages in which Houston Fire Department assisted the Village Fire Department.

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of March 9, 2021. (Council Member Dominy / Council Member Donaho / City Attorney Loren Smith)

City Attorney Loren Smith advised that the items discussed at the March 9, 2021 meeting had already been acted upon by Council that evening.

9. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Plan for Reviewing Zoning Regulations and Development of Comprehensive Plan for the City.

City Administrator Julie Robinson advised that she was following up on the Council's discussion during the January 26, 2021 meeting regarding the review and possible revision of the Planned Area Development Districts and applicable zoning regulations of the City and the need to revisit these regulations to ensure the regulations adopted are still relevant to the way development has been occurring over recent years and the new post-COVID state of the market. During the January meeting, it was the consensus of the Council that it was important to undertake a complete review of the current PADDs and their applicable zoning regulations and evaluate all zoning regulations utilizing a big picture strategy. It was also the direction of the Council for City staff to proceed with developing a project outline for the review and evaluation, together with timeframes and an indication of the level of effort that would be needed in order to accomplish the project for discussion with the Council at another meeting.

As she and Director of Community Development Zach Meadows talked through how to approach the project, it became clear that, in order to ensure that the review of the zoning regulations accomplishes Council's goal of utilizing a big picture strategy, what the Council

was talking about is a comprehensive plan. A comprehensive plan would capture the intent that the Planning and Zoning Commission has discussed numerous times, and regulations would be reviewed to ensure that they match the vision established by the comprehensive plan. The City is already creating the pieces of a comprehensive plan with the Sustainability Initiative, CIP, public infrastructure design manual, and other policy/planning documents that have been developed for the City. A comprehensive plan would tie all of the different policy/planning documents into one plan for the City. The recommendation from her and Mr. Meadows is to proceed with developing a comprehensive plan, and the process will take approximately a year. The chapter that is anticipated to take the most amount of time is the Land Use Chapter since the recommendation is to hold joint meetings of the Council and the Planning and Zoning Commission to work through the policy issues particularly related to future commercial development and redevelopment as well as a few residential land use issues.Ms. Robinson advised that she and Mr. Meadows would submit chapters individually for workshop and adoption, and at the end all of the chapters would be consolidated into the full comprehensive plan and submitted for adoption by the Council.

There was discussion concerning the process for and cost of developing a comprehensive plan including staff time, the benefits of going through the process, tying together different plans that have already been completed for the City, changes in the City since the PADDs were developed 15 years ago, the need to get back on the same page with P&Z again. After a lengthy discussion, it was the consensus of the Council to proceed with the development of a basic comprehensive plan, beginning with the Sustainability and Resiliency Chapter since the Council had already planned on workshopping the Sustainability Initiative next month. Additionally, it was the consensus of the Council to identify dates and check availability for joint meetings with the Planning and Zoning Commission to discuss land use policy issues, and such dates could be separate from regular Council meeting dates. Additionally, the City would utilize a professional facilitator for the joint meetings..

NEW BUSINESS

13. RECESS REGULAR CITY COUNCIL MEETING

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

The Regular meeting of the City Council recessed at 7:41 p.m.

14. RECONVENE MEETING OF CITY COUNCIL

The Regular meeting of the City Council reconvened at 7:53 p.m.

15. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 2021-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING CHAPTER 3, BUILDING CONSTRUCTION, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE BY AMENDING SECTION 3.2111, PRE-EXISTING RESIDENCE WHEN SEALED PLANS ARE REQUIRED, TO AMEND SECTION R106, CONSTRUCTION DOCUMENTS, OF THE INTERNATIONAL RESIDENTIAL CODE BY DELETING SECTION R106.2, SITE PLAN OR PLOT PLAN, IN ITS ENTIRETY AND ADOPTING A NEW SECTION R106.2, SITE PLAN OR PLOT PLAN; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EACH DAY OF VIOLATION

CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. After a brief discussion, Council Member Carpenter made a motion to approve Ordinance No. 2021-09, and Council Member Dominy seconded the motion. Motion carried 4-0.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Water Bill Adjustments for Water Customers Experiencing Leaks During Winter Storm Uri.
City Treasurer Michelle Yi advised, despite many customers' efforts to prevent water lines from freezing, there were at least 84 residential and commercial customers in the City who experienced burst pipes and resulting water leaks, and many of these customers had contacted the City inquiring about whether the City will be offering water bill adjustments for the water leaks that occurred from the storm. After researching other cities, City staff developed the following water bill adjustment proposal for the Council's consideration:

1. For any water customer who experienced a leak and is identified on the City's call log and/or damage assessment list for Winter Storm Uri, the City will automatically adjust the water consumption charge to the lesser of the February billing period (February 16 - March 15) or the January billing period (January 16 – February 15) of 2021.
2. For any water customer who is not on the City's call log and/or damage assessment list for Winter Storm Uri but who contacts the City and indicates that they experienced a water leak as a result of Winter Storm Uri, they would be required to provide proof of the leak and repairs and, if sufficient proof is provided, the City would adjust the water consumption charge to the lesser of the February billing period (February 16 - March 15) or the January billing period (January 16 – February 15) of 2021. After a brief discussion, Council Member Dominy made a motion to approve the Staff proposal as presented, and Council Member Carpenter seconded the motion. Motion carried 4-0.

17. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending December 31, 2020.

City Treasurer Michelle Yi presented the Quarterly Investment Report for the period ending December 31, 2020.

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

1. Status of New Production Well

   Public Works Director Pat Riley advised that the contractor submitted a request for a time extension due to pipe relocation, which would ensure that the well would strictly rely on the City's water, not the City of Houston's water.

2. Status of Loeser, Traweek, Lone Star and W. Tex Paving and Utility Improvements Project

   Public Works Director Pat Riley advised that the project was on track with work anticipated to begin the first week of April.

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

Improvements 2020

Public Works Director Pat Riley advised that the project was ahead of schedule, under budget, and should be completed ahead of time.

4. Replacement of Security and Camera System for City Hall and Police Building

   City Administrator Julie Robinson advised that a proposal would be presented for a new security and camera system at the April 27 City Council meeting as the current vendor has filed bankruptcy and is out of business. Ms. Robinson advised that Assistant to the City Administrator Matthew Hitt has been working with the Police Department to find a security company who can provide a robust system.

5. Replacement of Telephone System for City Hall and Police Building

   City Administrator Julie Robinson advised that the current telephone system went down during Winter Storm Uri. She also advised that the current system contained outdated technology. Ms. Robinson advised that a proposal would be presented at the April 27 City Council meeting.

6. Legislative Update

   Assistant to the City Administrator Matthew Hitt provided an update on several bills currently moving through the Legislature, including a bill that would prevent the Texas Municipal League from lobbying on behalf of cities.

19. ADJOURNMENT

Council Member Dominy made a motion to adjourn the meeting at 8:21 p.m., and Council Member Bothe seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

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

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 27, 2021
TOPIC:	**Resolution Number 21-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2021 AND 2022; 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:	Belt Harris Pechacek LLC has been the City's auditor for the last several years, and the audit services provided to the City have been great. Therefore, the recommendation is to retain Belt Harris Pechacek for audit services for Fiscal Years 2021 and 2022. The Engagement Letter that is submitted for Council's consideration provides for Fiscal Year 2021 audit fees of $28,980 and Fiscal Year 2021 audit fees of $29,760 (2% increase over Fiscal Year 2021) for the City's Financial Statement and the Legacy Fund. The proposed fees are $760 higher than the Fiscal Year 2020 audit fees. If the Engagement Letter is approved, these fees will built into the FY 2021 and 2022 Budgets.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 21-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ $_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Michelle Yi, City Treasurer	

RESOLUTION NUMBER 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2021 AND 2022; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented an Engagement Letter for audit services by and between the City of Spring Valley Village, Texas and Belt Harris Pechacek LLC for Fiscal Years 2021 and 2022 (hereinafter called "Engagement Letter"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

DULY PASSED AND APPROVED on this the ___ day of _____, 2021.

_____
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 21-XX

Engagement Letter

March 11, 2021

The Honorable Marcus Vajdos, Mayor
City of Spring Valley Village, Texas
1025 Campbell Rd.
Houston, Texas 77055-7407

We are pleased to confirm our understanding of the services we are to provide for the City of Spring Valley Village, Texas (the "City") for the years ended September 30, 2021 and 2022.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2021 and 2022.

The component unit will be audited as part of the audit of the financial statements of the City as noted below:

1. Legacy Fund: Blended, No Separate Financial Statements

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable

Auditing Texas Governments with Excellence

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of the City in conformity with GAAP based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
   We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
   We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
   We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
   To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**
   All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. **Electronic Adobe Searchable PDF**
   In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.
7. **Client Portal - Auditbox**
   We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You agree to assume all management responsibilities for financial statements preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management responsibility, which include closing schedules and closing entries.

2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.

3. Changes to accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.

4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.

5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by the Office of Management and Budget (OMB) or state requirements.

6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	2021	2022
Financial Statement Audit -CAFR	$ 28,480	$ 29,260
Legacy Fund*	$ 500	$ 500

*Actual cost $2,500 less $2,000 Belt Harris Pechacek contribution.

The proposed fee does not include any additional time related to COVID-19. The impact of COVID-19 is presently unknown and may result in additional compliance procedures, funding, or organizational problems, which may require additional time to address. Any additional time would be billed at our standard hourly rates.

Non-Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over $750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. The additional technical verbiage that is necessary when a federal single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a federal single audit.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over $750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit.

Should you exceed the federal and/or state single audit thresholds, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will

be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we 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.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:

Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Spring Valley Village, Texas.

_____
The Honorable Marcus Vajdos, Mayor

_____
Date

BUMGARDNERMORRISON

CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act;

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.

Bumgardner, Morrison + Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 27, 2021
TOPIC:	Resolution No. 21-XX **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR CONSTRUCTION OBSERVATION AND CONSTRUCTION MATERIAL TESTING SERVICES FOR THE REPLACEMENT OF GROUND STORAGE TANK #2 BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP; 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:	On October 27, 2020, the City Council approved a proposal with IDS Engineering Group for engineering services for the replacement of the existing bolted ground storage tank #2 ("Project"). Due to the expertise that is required to perform the construction inspections for the ground water storage tank construction, the City requested a proposal from IDS Engineering Group for construction observation and construction material testing services for the Project, and it is submitted for Council's consideration. The Proposal is for the observation services to be provided on an hourly basis estimated at 40 hours per month for 10 months of construction, and the construction material testing to be performed as needed an billed at cost +10%. The Proposal cost is $63,000.00 and will be funded out of the Capital Replacement Fund reserves balance that have been designated for this Project.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution No. 21-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# _____ ☒ $ 63,000 from unassigned fund balance will be used and added to Acct/Project# 15-10-5506 ☐ $_____ 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 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR CONSTRUCTION OBSERVATION AND CONSTRUCTION MATERIAL TESTING SERVICES FOR THE REPLACEMENT OF GROUND STORAGE TANK #2 BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for Construction Observation and Construction Material Testing Services for the replacement of Ground Storage #2 by and between the City of Spring Valley Village, Texas and IDS Engineering Group ("IDS") (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

DULY PASSED AND APPROVED on this the ___ day of _____, 2021.

_____
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 21-XX

RECEIVED
03-25-2021

March 25, 2021

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

Reference: Proposal for Professional Engineering Services for Providing Periodic Construction Observation and Construction Materials Testing Services
IDS Project Number 2316-002-00

Dear Mr. Riley:

IDS Engineering Group, Inc. is pleased to present this proposal for Periodic Construction Observation and Construction Material Testing for the proposed Welded Steel Ground Storage Tank. The scope of services for this activity is as follows:

Periodic Observation Services

1. Periodic project observation on an hourly basis. IDS estimates periodic observation at 40-hours per month for the 10-months construction duration.

Construction Materials Testing

2. IDS proposes to utilize Toluney-Wong Engineers, Inc. to perform construction materials testing on an as needed basis. The detailed scope for construction materials testing is described in their attached proposal.

We propose to provide the above described services for the fees itemized below to be invoiced monthly based on the percent of services complete. In addition, certain out-of-pocket expenses such as deliveries will be billed at cost plus 10%.

Item 1:	Periodic Observation Services:	$ 56,000.00 Hourly
Item 2:	Construction Materials Testing	$ 6,500.00 Reimbursable+10% (Estimated)
Estimated out-of-pocket expenses (deliveries, etc.)		$ 500.00 Reimbursable+10% (Estimated)
Total Fee		**$ 63,000.00**

We propose to provide the above-described observation services on an **hourly basis**, in accordance with Attachment "A" Terms and Conditions and Attachment "B" Engineering and Surveying Services on a Time and Material Basis. Construction Material Testing will be invoiced on a time and material basis in accordance with their proposal, see attached. All work efforts will be invoiced monthly based upon direction from the City.

Attachment “A” Terms and Conditions and Attachment “B” – Conditions for Engineering Services on Time & Materials Basis are hereby a part of the agreement.

These services will be invoiced monthly based on progress reported by us, subject to your verification. 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 submit this proposal and look forward to working with you on this project. Please countersign this proposal below to indicate agreement with its terms. Should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

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

Attachments

Accepted By:

By: _____

Name: _____

Title: _____

Date: _____

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 27, 2021
TOPIC:	Resolution No. 21-XX **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR CONCRETE RAISING SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONCRETE RAISING CORPORATION OF TEXAS; 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:	For several years, there has been localized ponding near 11 Martin Court. Additionally, in December of last year, the City received complaints from residents about localized ponding on Modiste in the areas of 1307, 1320, 1321, and 1322. Since these streets are not currently on the Capital Improvement Program for reconstruction, City staff recommends using concrete raising to address the localized ponding. This method has been used in different areas throughout the City to address similar ponding issues, and the City has worked with Concrete Raising Corporation of Texas ("CRC") for these services. CRC has submitted a Proposal to perform concrete raising at the locations on Martin Court and Modiste Street for $14,575.18, and this Proposal could be funded out of the current approved Public Works budget. Council should note that there is a possibility that driveways in these areas may need to be repaired or replaced as a result of the concrete raising; however, we will not know if that is the case until the work occurs. In the event that the City needs to replace a driveway, the cost is estimated to be a maximum of $3,000 per driveway.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution No. 21-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: ☒ $14,575.18__ from Acct/Project# _10-50-5500___ will be transferred to Acct/Project# _10-50-4609_ ☐ $_____ 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:**

RESOLUTION NUMBER 21-XX

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

WHEREAS, the City Council has been presented a Proposal for Concrete Raising Services to address localized ponding issues on Martin Court and Modiste by and between the City of Spring Valley Village, Texas and Concrete Raising Corporation of Texas (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

DULY PASSED AND APPROVED on this the ___ day of _____, 2021.

_____
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 21-XX

RECEIVED
04-05-2021

— ESTIMATE / PROPOSAL —

Key Map: 450Z

Concrete Raising Corporation of Texas

10118 Moers Road
Houston, Texas 77075

"WE SAVE CONCRETE, YOU SAVE MONEY"®

713-991-1777
(Fax)**713-991-6829**

Customer: City of Spring Valley

Date: 04/05/2021

Job Address: 11 Martin;1321,1322,1320,1307 Modiste Zip: 77055

Rep: Dan

Billing Address: 1025 Campbell Rd

Terms: Net 30 Disc 0

City: Houston State: TX Zip: 77055

(Disc. Applies if Terms Met)

Phone: (832) 910-8575 Fax: Email: priley@springvalleytx.com

Other: (713) 465-8308 Contact: Pat Riley

Description of Work Area: cul-de-sac and streets with intruns

Method of Repair: ☑ Raising / ☐ Void Fill / ☐ Grinding / ☐ Other _____ Material: ☐ Poly ☑ Grout

CRC to provide all labor, supervision, materials, equipment, and insurance. Customer to provide water for mixing of materials / site cleanup. Additional information on our process can be found at www.crc-houston.com.

Notes: CRC to raise areas to the best grade/pitch possible. Additional cracking of the streets is possible(see T&C#8). In addition, the residential driveway inturns could experience cracking and our patches will not match. You should either obtain waivers from the residents or plan on replacing the areas after we are done. Remedial repairs are no in our scope.

Crew Notes: On Martin when lifting looks to be complete clean the area and flood. City will provide a hydrant and a vac truck to help flood the area.

Material Allowance: N/A Additional Material Cost: N/A

See Included Diagrams / Addendums 3 pg (s)

* Combined proposal *

Gross Amount	$14,575	.18
Mobilization		
Other		
Environmental		
Subtotal w/ terms		
Sales Tax		
Total Due	$14,575	.18

Balance Due Upon Completion
Unless Stated Otherwise

NOTE: PERMITS, IF NEEDED, SHALL BE CHARGED OVER CONTRACT PRICE

Thank You

CRC
Concrete Raising Corporation

Form: CRC DC-2 11/11

Acceptance of Proposal

I HAVE READ THE PRICES, SPECIFICATIONS, AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS FORM AND I ACCEPT. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAMENT WILL BE MADE ON COMPLETION OR AS OTHERWISE STATED ABOVE. I THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO THE MIDNIGHT OF THE THIRD BUSINESS DAY OF THIS TRANSACTION (UNLESS AUTHORIZED TO BE DONE IMMEDIATELY OR AS SOON AS POSSIBLE).

ALL DISCOUNTS (IF ANY) WILL BE FORFEITED IF NOT PAID WITHIN SEVEN (7) DAYS OF THE TERMS OF PAYMENT. COMPANY RESERVES LEIN RIGHTS ON PROPERTY UNTIL PAID. NO DOUBLE DISCOUNTS.

Date: 04/05/2021 Representative Signature: Daniel P. Chriss

Date: _____ Customer Signature: _____

Terms and Conditions:

1) This proposal may be withdrawn if not accepted within 30 days from date on front of proposal.

2) Contractor is covered by workers compensation and public liability insurance. Certificate of insurance will be provided upon request.

3) Work is guaranteed for one year, provided CRC is paid in full and within terms.

4) Any alterations or deviation from this proposal agreed upon by both parties involving extra work, will become an extra charge over and above the stated price.

5) All verbal agreements, warranties and representations between contractor and buyer involving job description are superseded by this contract and void unless written and signed by both parties and added to this contract.

6) Buyer represents that he or she is in fact the legal owner or authorized agent of the premises on which labor and materials are to be performed.

7) Saw cutting of concrete to allow space for proper raising and to minimize cracking will become an additional charge if required.

8) CRC is not responsible for and buyer waives and releases any and all claims for damage to landscaping or cracking of or other damage to concrete due to existing condition of concrete, including but not limited to any defect or deficiencies in original construction. (I.E. thinness - quality - age)

9) CRC is not responsible for any buyer waives and releases any and all claims for concrete movement and/or damages arising out of or related to future subsoil movement.

10) CRC is not responsible for performance hereunder if performance is prevented or delayed as a result of strikes, accidents or other causes beyond CRC's reasonable control.

11) Buyer is responsible for locating, through One Call service and/or such other investigations as necessary, any and all underground water lines, storm and sanitary sewer lines, sprinkler systems, sump pump discharge lines, electrical lines, cables and other utilities in the vicinity of the work to be performed by CRC (collectively hereafter "Utilities"), and identifying and flagging or otherwise clearly marking the locations of such Utilities for CRC, prior to commencement of the work. Buyer warrants and represents that all such Utilities shall be properly located and clearly marked, and CRC may rely upon the accuracy and completeness of all such information provided by Buyer**. BUYER WAIVES AND RELEASES ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION AGAINST CRC ARISING OUT OF OR RELATED TO ANY DAMAGE TO OR DESTRUCTION OF ANY SUCH UTILITIES NOT PROPERLY LOCATED AND CLEARLY MARKED BY BUYER. BUYER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") CRC, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR DAMAGES TO OR DESTRUCTION OF UTILITIES, INCLUDING THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE WORK, THE PERFORMANCE OF THE WORK, OR THIS CONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY BUYER, ITS EMPLOYEES, AGENTS OR ANY OTHER CONTRACTOR OF BUYER, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS BUYER IS LIABLE. BUYER'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THE CONTRACT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES BUYER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY.**

12) Buyer shall pay CRC a 1.5% finance charge per month on all accounts not paid by the thirty-first day following invoice date, provided, however, in no event shall the finance charge paid or agreed to be paid by Buyer exceed the maximum non-usurious rate permitted by applicable federal or Texas law from time to time in effect, whichever shall permit the highest lawful rate. Invoicing will be made within three days of completion of work.

13) Guarantee as per paragraph 3 above to become effective on the date of completion, but shall not apply if payments are not made as per the terms of paragraph 12 above.

14) **IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

15) A conditional final waiver of lien will be furnished at the time of final payment, upon request.

16) An officer of the company reserves the right to cancel contract before start date. Contractor has the right to subcontract work if needed.

17) Proper landscaping, soil moisture content, and joint seals must be properly maintained to protect concrete raised or replaced, and CRC is not responsible for, and buyer waives and releases any and all claims for, concrete movement and/or damages arising out of or related to buyer's failure to properly maintain proper landscaping, soil moisture content, and/or joint seals.

18) All prices quoted based upon a maximum two-inch hollow unless otherwise stated in the body of the contract.

19) Permits, fees etc. including safety related training for CRC personnel will be charged over and above price quoted on face of proposal.

20) Any remedial repairs are to be started within 45 days and completed within 180 days of notification.

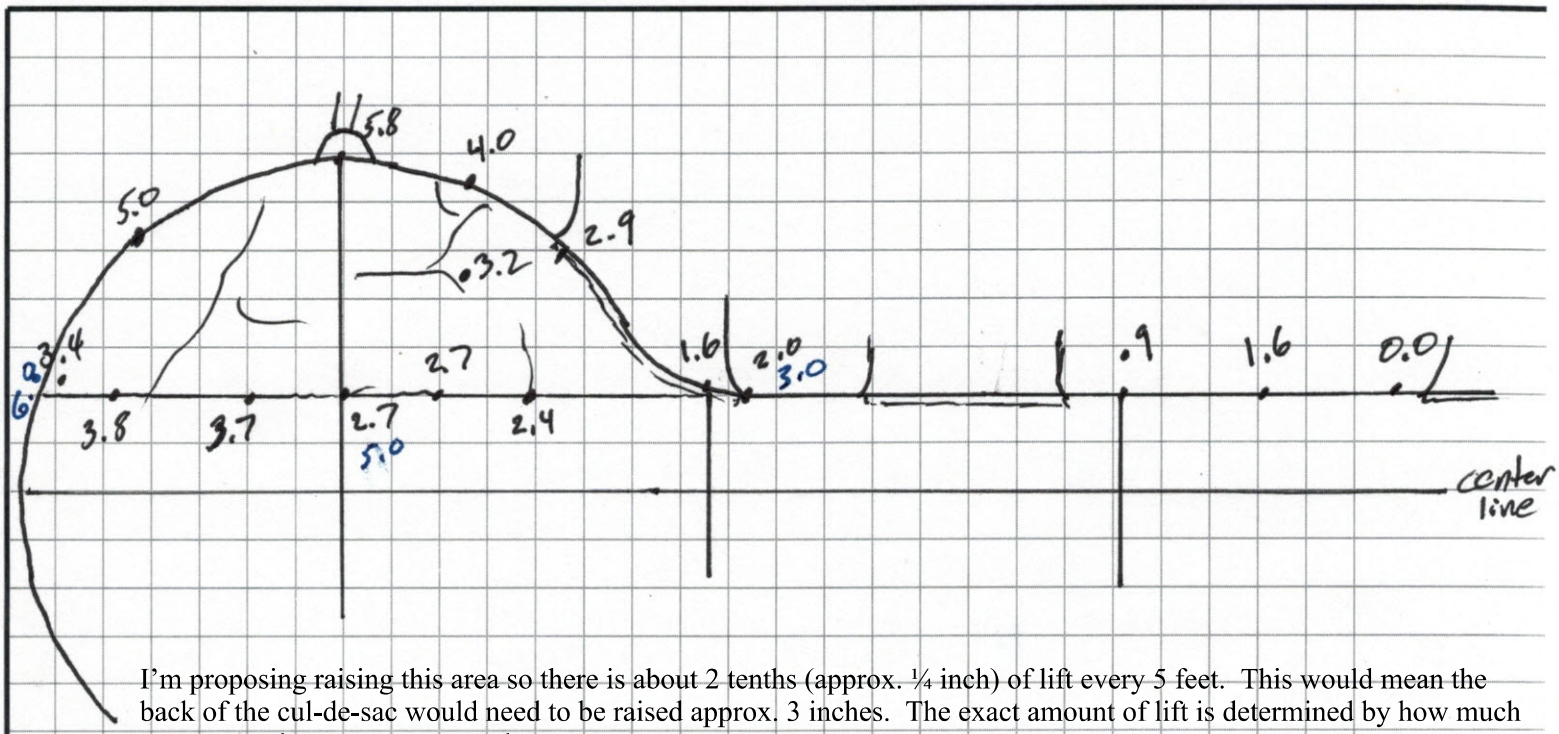
21) **In case any questions or dispute arise solely between the parties with regard to any matter pertaining to this agreement, such questions or dispute shall be submitted to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, and the decision of the Arbitrator shall be final and binding. In case any questions or dispute arise between the parties to this agreement and any third parties with regard to any matter pertaining to this agreement, such questions or dispute shall be submitted to litigation in a court of competent jurisdiction. Venue for any arbitration or litigation proceeding shall be in Houston, Harris County, Texas, and this agreement shall be governed by Texas Law.**

22) Notwithstanding any term or provision herein to the contrary, Buyer agrees that under no circumstances shall CRC's liability arising out of or related to this contract exceed the contract price. In addition, notwithstanding any term or provision herein to the contrary, Buyer and CRC herby expressly waive any and all claims against the other for indirect, incidental, special and/or consequential damages arising out of or related to this contract or any breach hereof.

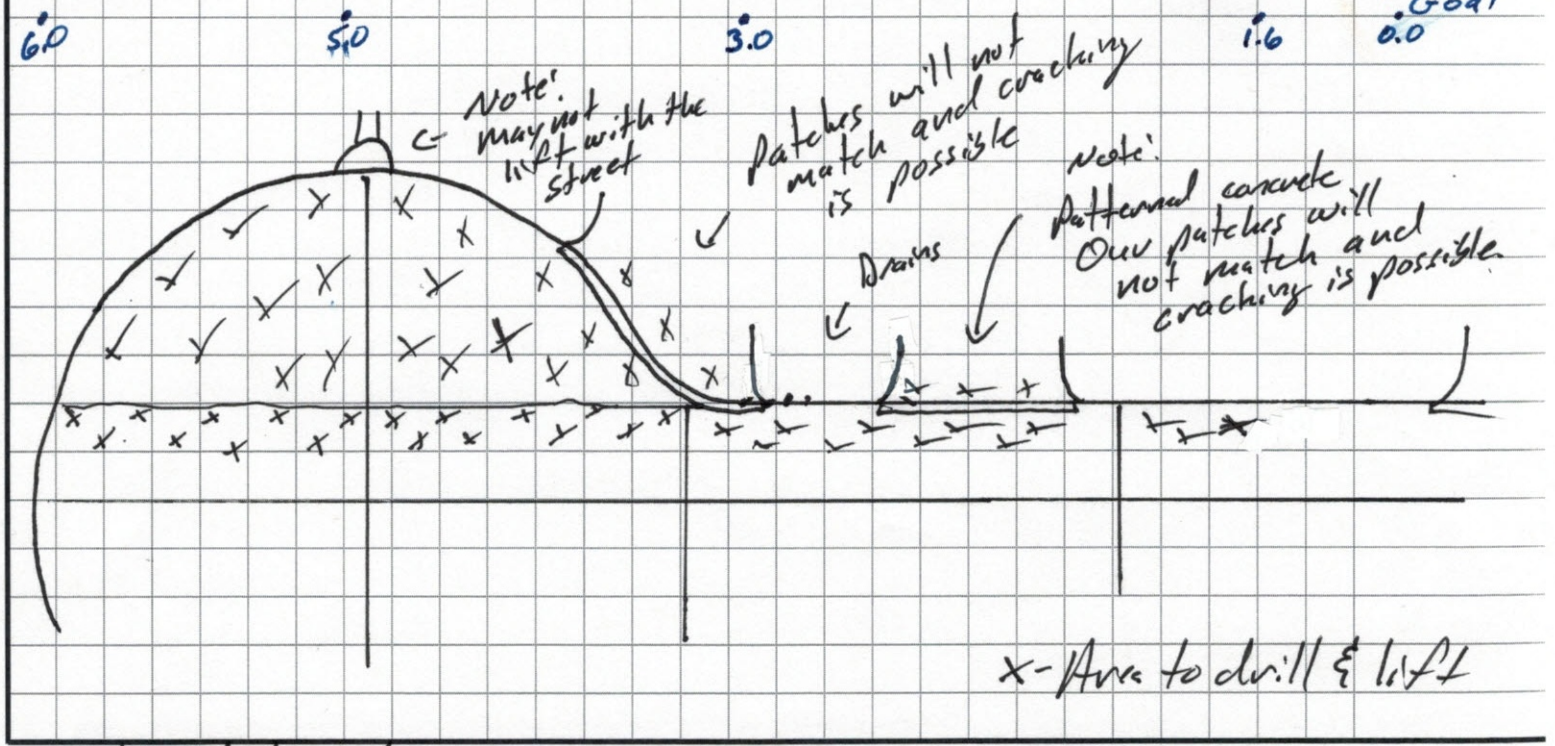
Concrete Raising Corporation

Customer City of Spring Valley Village Date 3/17/21

Job Location 11 Manton Ct



I'm proposing raising this area so there is about 2 tenths (approx. ¼ inch) of lift every 5 feet. This would mean the back of the cul-de-sac would need to be raised approx. 3 inches. The exact amount of lift is determined by how much movement the pavement can take.



Note! Not to scale

TOTAL THIS PAGE $ 9,297.60

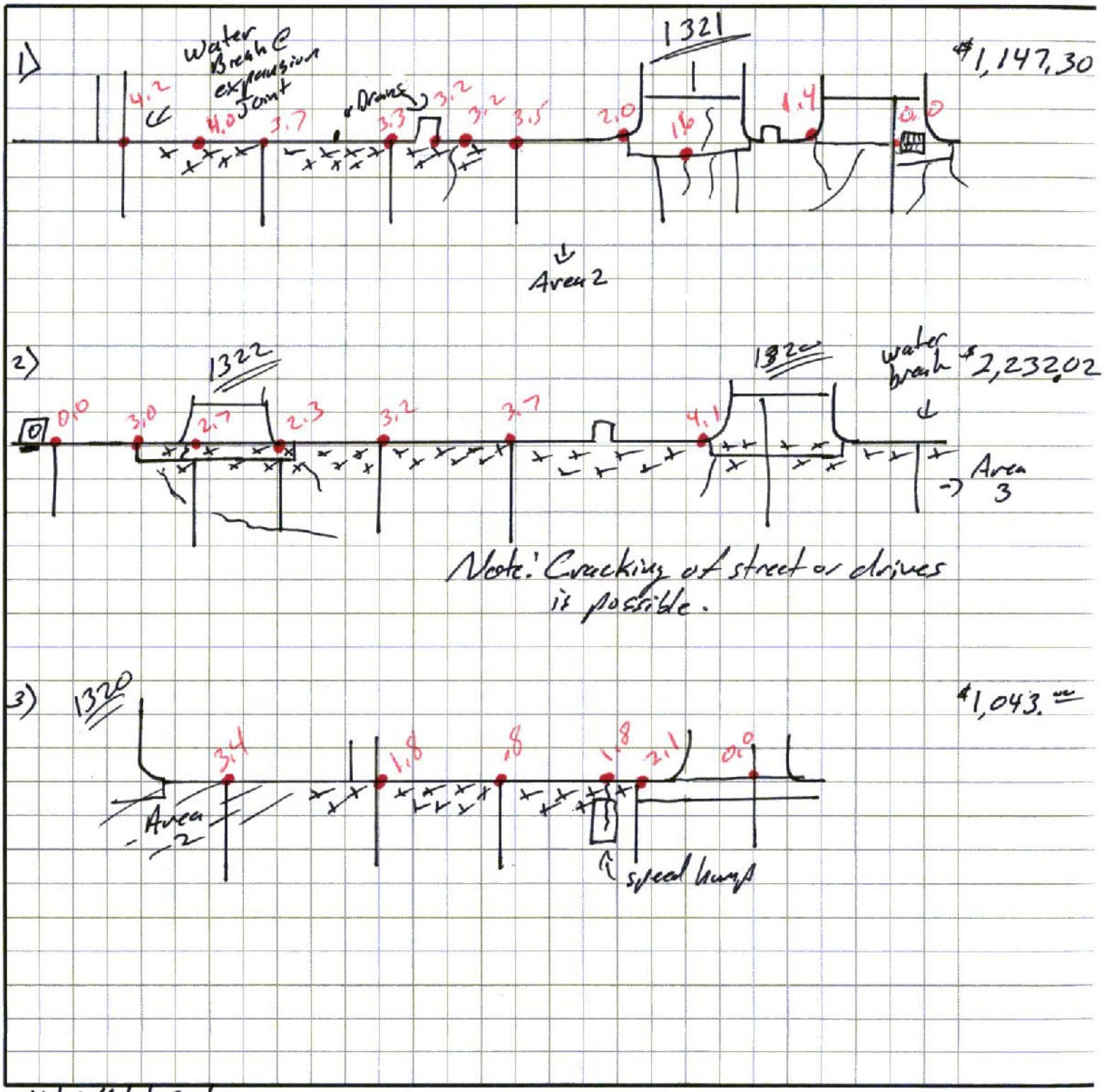
CUSTOMER APPROVAL _____ DATE _____

Concrete Raising Corporation

Customer Spring Valley

Date 10/30/20

Job Location Modiste



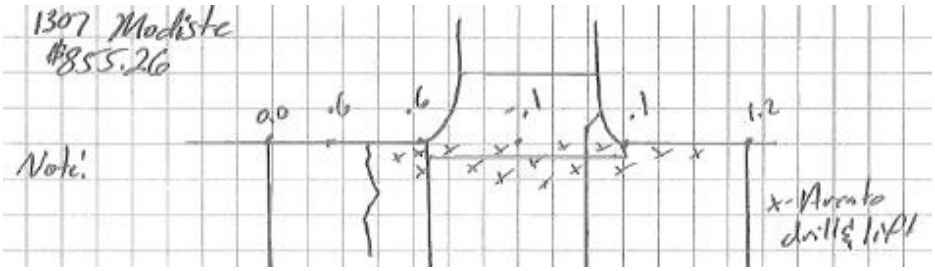
Note: Not to scale
x- Area to drill & lift

TOTAL THIS PAGE $ 4,422.32

CUSTOMER APPROVAL _____ DATE _____

Concrete Raising Corp.

Re: Additional area City of Spring Valley - 1307 Modiste



Concrete Raising Corp.
10118 Moers Rd.
Houston, TX 77075

Phone: 713-991-1777
Fax: 713-991-6829
www.crc-houston.com

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 27, 2021
TOPIC:	**Approval of Pay Estimate No. 6 for Green Valley Drive & Winningham Lane Pavement & Utility Improvements Project to Conrad Construction Co., LTD. in the Amount of $151,689.56**
BACKGROUND:	This is the sixth pay estimate to be submitted by Conrad Construction Co., LTD. for the Green Valley Drive & Winningham Lane Pavement & Utility Improvements Project (2020-07-100) for work completed on the Project from March 1, 2021, to March 31, 2021.
RECOMMENDATION:	Gessner Engineer Project Manager Sean Ray, ME, P.E. and City Staff have reviewed Pay Estimate No. 6 and recommend approval.
ATTACHMENTS:	• Pay Estimate No. 6 Submitted By Conrad Construction Co., LTD.
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# 25-50-7518 ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	

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

Cover Letter: Payment Application #6

GESSNER ENGINEERING

TO: **City of Spring Valley Village**
(Owner)
Contract: **Green Valley & Winningham Lane Roadway, Drainage, and Utility Improvements**
(Insert name of Contract as it appears in the Contract Documents)
Owner's Contract No. **2020-07-100**
Engineer: **Gessner Engineering**
Contractor: **Conrad Construction Co., LTD**

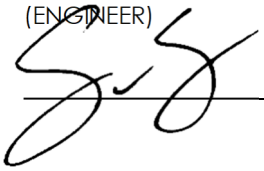
Conrad Construction Co., LTD has submitted **Payment Application #6** for work through **March 1, 2021 to March 31, 2021,** in the amount of **$151,689.56**. After review of work complete to date and material stored on-site, Gessner Engineering recommends the payment of **$151,689.56** to Conard Construction Co., LTD.

1.	Original Contract Amount:	$1,095,283.75
2.	Total Change Orders:	-$20,511.00
3.	Total Current Contract Amount:	$1,074,772.75
4.	Construction Materials Testing to Date:	$18,672.75
5.	Payment to Centerpoint:	$13,794.75
6.	Total Value of Work Completed to Date:	$744,466.69
7.	Total Materials Stored to Date:	$0.00
8.	Total Completed & Stored to Date:	$744,466.69
9.	Retainage (10%):	$77,446.67
10.	Total Completed, Less Retainage:	$697,020.02
11.	Total Amount of Prior Payments:	$545,330.46
12.	Current Due Amount:	$151,689.56
13.	Total Balance Remaining (Including Retainage):	$377,752.74
14.	Notice to Proceed Date:	October 26, 2020
15.	Project Estimated Completion Date:	June 3, 2021

Cover Letter: Payment Application #6

Sean Ray, ME, PE
(ENGINEER)

Recommend Payment:
See attached (Pay App)



PROJECT MANAGER
(TITLE)

Conrad Construction Co., Ltd.
P.O. Box 841134
Houston, Texas 77284

Project: Green Valley Dr. & Winningham Ln. , Project No. 2020-07-100

Pay Application No.	6	Work To Date:	$	774,466.69
Application Period	3-1-21 thru 3-31-21			
Original Contract Amount	$ 1,095,283.75			
Revised Contract Amount	$ 1,074,772.75	Remaining Work	$	300,306.06
Notice To Proceed	10/26/2020			

Total Work To Date:	$	774,466.69
Materials Stored to Date	$	-
Total Work To Date & Stored Materials	$	774,466.69
Retainage (10%)	$	77,446.67
Total Work Complete, Less Retainage	$	697,020.02
Less Previous Payments	$	545,330.46
Total Due This Application	$	151,689.56

James R. Bolin
Conrad Const. Co., Ltd.

Sean Ray, M.E., P.E.
Engineer - Gessner Engineering

Pat Riley
Public Works Director
City of Spring Valley Village

CONTRACTOR'S AFFIDAVIT

OF BILLS PAID/LIEN RELEASE

OWNER : City of Spring Valley Village

PROJECT : Green Valley Dr. and Winningham Ln. – Reconstruction , Bid No. 2020-07-100

CONTRACTOR : Conrad Construction Co., Ltd.

I certify that all just and lawful bills against the below-named Contractor for labor, material and expendable equipment employed in the performance of said Contract for the period covering 3.1.21 through 3.31.21 have been paid in full. This is to certify that I am relieving the City of Spring Valley Village from any claims from debt occurring in connection with this project prior to 4.1.21 .

Firm: Conrad Construction Co., Ltd.

By : _____
Brian Conrad

Date : 4.2.21

Title : Vice President

Signed and sworn to before me a Notary Public in and for Harris County, Texas this 2nd day of April , 2021 .

JAMES R. BOLIN
Notary Public, State of Texas
Comm. Expires 05-20-2024
Notary ID 10530801

_____
James R. Bolin

Green Valley Drive and Winningham Lane – Project No. 2020-07-100

Conrad Construction Co., Ltd.

Pay Application No. : 6

Reporting Period : 3.1.21 thru 3.31.21

Subcontractor and Work Performed During This Period

Highway 1, LLC – Traffic Control maintenance

Southern Crushed Concrete – Concrete Pavement Removal

Gessner Engineering – materials Testing

Cantua Construction Co. – Concrete driveways / ramp

FROM: CONRAD CONSTRUCTION CO.,LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

TO: CITY OF SPRING VALLEY VILLAGE
ACCOUNTS PAYABLE
1025 CAMPBELL ROAD
HOUSTON,TEXAS 77055

ATTN: SEAN RAY, M.E., P.E. - PROJECT MANAGER
REF: GREEN VALLEY DR. AND WINNINGHAM LN.
PROJ #: BID NO. 2020-07-100 , CC# 20/0324
DATE: 3/31/2021

PAY APPLICATION # : 6

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
GENERAL ITEMS								
1. MOBILIZATION, BONDS & INSURANCE	1.00	LS		1.00	1.00	100%	$ 75,000.00	$ 75,000.00
2. TRAFFIC CONTROL FOR ALL PHASES	1.00	LS	0.12	0.76	0.88	88%	$ 45,000.00	$ 39,600.00
3. SODDING UP TO R.O.W.	32200.00	SF		450.00	450.00	1%	$ 0.75	$ 337.50
4. EROSION CONTROL (SWPPP)	1.00	LS	0.12	0.76	0.88	88%	$ 2,500.00	$ 2,200.00
5. TREE PROTECTION, C.I.P.	1.00	LS	0.12	0.76	0.88	88%	$ 7,500.00	$ 6,600.00
DEMOLITION								
6. DEMOLITION OF EXISTING ROADWAY PAVEMENT AND BASE MATERIAL, INCL. HAUL OFF	3851.00	SY	637.79	3199.60	3837.39	100%	$ 6.00	$ 23,024.34
7. DEMOLITION OF EXISTING DRIVEWAYS AND BASE MATERIAL, INCL. HAUL OFF	648.00	SY	121.73		121.73	19%	$ 7.00	$ 852.11
8. DEMOLITION OF EXISTING SIDEWALK, INCL. HAUL OFF	70.00	SY	9.33		9.33	13%	$ 10.00	$ 93.30
9. EXISTING LIGHT POLES TO BE TRANS-PORTED TO AND FROM THE CITY OF SPRING VALLEY PUBLIC WORKS YARD, AFTER REMOVAL FROM CENTERPOINT ENERGY	1.00	LS		0.50	0.50	50%	$ 5,000.00	$ 2,500.00
10. EXISTING STREET/STOP SIGN TO BE SALVAGED AND REINSTALLED	3.00	EA	3.00		3.00	100%	$ 350.00	$ 1,050.00
11. EXISTING 24" CMP STORM SEWER TO BE COMPLETELY REMOVED	69.00	LF		20.00	20.00	29%	$ 25.00	$ 500.00
12. EXIST. CURB INLET TO BE REMOVED	1.00	EA		1.00	1.00	100%	$ 650.00	$ 650.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
13. REMOVAL OF EXIST. TREES (5-14")	11.00	EA		10.00	10.00	91%	$ 650.00	$ 6,500.00
14. REMOVAL OF EXIST. TREES (15-25")	5.00	EA		3.00	3.00	60%	$ 1,200.00	$ 3,600.00
15. REMOVAL OF EXIST. TREES (SIZE 25" AND LARGER)	1.00	EA		1.00	1.00	100%	$ 2,000.00	$ 2,000.00
16. LANDSCAPED AREAS IN R.O.W. TO BE CLEARED	1.00	LS		1.00	1.00	100%	$ 1,500.00	$ 1,500.00
17. REMOVE EXISTING 6"X2" REDUCER	1.00	EA			0.00	0%	$ 500.00	$ -
18. REMOVE EXISTING 8"X6" REDUCER	1.00	EA			0.00	0%	$ 500.00	$ -
19. REMOVE EXISTING SANITARY SEWER MANHOLE	2.00	EA		1.00	1.00	50%	$ 750.00	$ 750.00
20. REMOVE EXISTING 8" PVC SANITARY SEWER	48.00	LF			0.00	0%	$ 25.00	$ -
21. CAP EXISTING 2" WATERLINE	1.00	EA			0.00	0%	$ 750.00	$ -
22. REMOVE EXISTING 6" GATE VALVE AND BOX	1.00	EA			0.00	0%	$ 750.00	$ -
PAVEMENT AND EARTHWORK								
23. EARTHWORK - CUT TO FILL TO DESIGN GRADES (IN PLACE)	145.00	CY	29.00	116.00	145.00	100%	$ 20.00	$ 2,900.00
24. EARTHWORK - CUT TO HAUL TO DESIGN GRADES (IN PLACE) [1]	225.00	CY	166.00	59.00	225.00	100%	$ 25.00	$ 5,625.00
25. LIME STABILIZATION OF SUBGRADE WITH COMPACTION (DOES NOT INCLUDE COST OF LIME)	4987.00	SY	2144.21	2216.55	4360.76	87%	$ 4.00	$ 17,443.04
26. LIME FOR STABILIZATION OF SUBGRADE WITH COMPACTION (ASSUME 6% BY WEIGHT)	108.00	TON	37.25	29.81	67.06	62%	$ 190.00	$ 12,741.40
27. 6" CRUSHED LIMESTONE BASE TXDOT ITEM 247 TYPE A, GRADES 1 OR 2 [1]	0.00	SY			0.00	####	$ 21.50	$ -
28. 6" CONCRETE PAVEMENT FOR ROAD-WAY AND DRIVEWAYS, INCLUDING 6" MONOLITHIC CURB AND 6" MONOLITHIC SPILL CURB, C.I.P. [1]	801.00	SY	121.73	0.00	121.73	15%	$ 57.00	$ 6,938.61

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
29. 4" CONCRETE SIDEWALK, C.I.P.	76.00	SY	9.33		9.33	12%	$ 65.00	$ 606.45
30. STANDARD CURB OUTFALL AT 6" CURB, C.I.P.	31.00	EA			0.00	0%	$ 150.00	$ -
STORM AND DRAINAGE								
31. 24" RCP TYPE III (STRUCTURAL BACK-FILL), C.I.P.	468.00	LF		462.00	462.00	99%	$ 95.00	$ 43,890.00
32. 30" RCP TYPE III (STRUCTURAL BACK-FILL), C.I.P.	23.00	LF		23.00	23.00	100%	$ 150.00	$ 3,450.00
33. 5' CURB INLET, TXDOT TYPE 2 - INSET (ON GRADE), C.I.P.	2.00	EA		7.00	7.00	350%	$ 5,000.00	$ 35,000.00
34. 10' CURB INLET, TXDOT TYPE 2 - INSET (ON GRADE), C.I.P.	6.00	EA		1.00	1.00	17%	$ 6,000.00	$ 6,000.00
35. EXISTING PRIVATE STORM SYSTEMS TO BE REPAIRED IF NECESSARY, UP TO R.O.W. (PIPE AND INLETS)	31.00	EA			0.00	0%	$ 200.00	$ -
36. CONNECT TO EXISTING 5'X5' RCBS, CORE AND GROUT CONNECTION	2.00	EA		2.00	2.00	100%	$ 2,500.00	$ 5,000.00
37. REPAIR OF CONCRETE CHANNEL WALL FOR RELOCATION OF 24" RCP OUTFALL	1.00	EA		1.00	1.00	100%	$ 5,000.00	$ 5,000.00
38. TRENCH SAFETY FOR PROPOSED STORM SEWER	491.00	LF		485.00	485.00	99%	$ 1.00	$ 485.00
WATER								
39. TRENCH SAFETY FOR PROPOSED WATER LINE	615.00	LF		615.00	615.00	100%	$ 1.00	$ 615.00
40. 6" PVC C-900 DR18 WATER LINE, CIP	265.00	LF		265.00	265.00	100%	$ 71.00	$ 18,815.00
41. 6" PVC C-900 DR18 WATER LINE, STRUCTURAL BACKFILL, C.I.P.	224.00	LF		224.00	224.00	100%	$ 75.00	$ 16,800.00
42. 8" PROPOSED WATER LINE CROSSING AT EXISTING 8" SANITARY SEWER LINE	1.00	EA		1.00	1.00	100%	$ 1,000.00	$ 1,000.00
43. 8" PVC C-900 DR18 WATER LINE, CIP	350.00	LF		350.00	350.00	100%	$ 75.00	$ 26,250.00
44. 8" PVC C-900 DR18 WATER LINE, STRUCTURAL BACKFILL, C.I.P.	309.00	LF		309.00	309.00	100%	$ 80.00	$ 24,720.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
45. 8" 45 DEGREE BEND, C.I.P.	3.00	EA		3.00	3.00	100%	$ 350.00	$ 1,050.00
46. 8" 22.5 DEGREE BEND, C.I.P.	2.00	EA		2.00	2.00	100%	$ 350.00	$ 700.00
47. 8"X 6" TEE, C.I.P.	1.00	EA		1.00	1.00	100%	$ 450.00	$ 450.00
48. 6"X6" TEE, C.I.P.	1.00	EA		1.00	1.00	100%	$ 450.00	$ 450.00
49. 8" GATE VALVE AND BOX, C.I.P.	3.00	EA		3.00	3.00	100%	$ 2,250.00	$ 6,750.00
50. 8"X6" REDUCER, C.I.P.	1.00	EA		1.00	1.00	100%	$ 350.00	$ 350.00
51. 6" GATE VALVE AND BOX, C.I.P.	5.00	EA		5.00	5.00	100%	$ 1,750.00	$ 8,750.00
52. 6" 45 DEGREE BEND, C.I.P.	5.00	EA		4.00	4.00	80%	$ 250.00	$ 1,000.00
53. 6" 22.5 DEGREE BEND, C.I.P.	1.00	EA		1.00	1.00	100%	$ 250.00	$ 250.00
54. 6" 11.25 DEGREE BEND, C.I.P.	2.00	EA			0.00	0%	$ 250.00	$ -
55. STANDARD FIRE HYDRANT ASSEMBLY C.I.P.	1.00	EA		2.00	2.00	200%	$ 5,500.00	$ 11,000.00
56. NEW WATER LINE SHORT SERVICE AND RECONNECTION TO NEW METER VAULT (2-1" TAPS), C.I.P.	9.00	EA	2.00	9.00	11.00	122%	$ 1,500.00	$ 16,500.00
57. NEW WATER LINE LONG SERVICE AND RECONNECTION TO NEW METER VAULT (1-2" TAP), C.I.P.	13.00	EA	1.00	13.00	14.00	108%	$ 2,000.00	$ 28,000.00
58. NEW WATER METER VAULT, SIZED FOR TWO METERS	22.00	EA		16.00	16.00	73%	$ 300.00	$ 4,800.00
59. CONNECT TO EXISTING 8" PVC WATER LINE	1.00	EA		1.00	1.00	100%	$ 1,250.00	$ 1,250.00
60. CONNECT TO EXISTING 6" PVC WATER LINE	1.00	EA		2.00	2.00	200%	$ 1,000.00	$ 2,000.00
61. RELOCATE EXISTING FIRE HYDRANT	1.00	EA		1.00	1.00	100%	$ 1,500.00	$ 1,500.00
SANITARY								
62. 8" PVC, SDR-26 SANITARY SEWER, C.I.P., BY OPEN CUT	48.00	LF			0.00	0%	$ 105.00	$ -
63. 8" HDPE DR-19 SANITARY SEWER BY PIPE BURSTING, C.I.P.	191.00	LF		197.00	197.00	103%	$ 107.50	$ 21,177.50

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
64. STANDARD 4' INSIDE DIA. SANITARY SEWER MANHOLE, C.I.P.	2.00	EA		1.00	1.00	50%	$ 3,750.00	$ 3,750.00
65. EXISTING MANHOLE TO BE REHABILITATED LINE INTERIOR W/ RAVEN 405 LINING SYSTEM (125 MILS THICK, MINIMUM) AND REPLACE RING AND COVER	2.00	EA			0.00	0%	$ 2,000.00	$ -
66. 4" SANITARY SHORT SERVICE CONNECTION PROVIDE CLEANOUT AT R.O.W.	5.00	EA		3.00	3.00	60%	$ 1,450.00	$ 4,350.00
67. 8" SANITARY SEWER ACCESS CHAMBER	1.00	EA			0.00	0%	$ 1,750.00	$ -
68. POST CONSTRUCTION CCTV INSPECTION ON PIPE BURST SECTION (191 LF) AND SECTION REPAIRED BY OPEN CUT (48 LF)	1.00	LS			0.00	0%	$ 3,000.00	$ -
69. VACUUM TEST NEW SANITARY SEWER MANHOLE	2.00	EA			0.00	0%	$ 500.00	$ -
70. PIPE BURSTING MOBILIZATION	1.00	LS		1.00	1.00	100%	$ 3,750.00	$ 3,750.00
71. TRENCH SAFETY FOR PROPOSED SANITARY SEWER (OPEN CUT)	48.00	LF			0.00	0%	$ 5.00	$ -
CASH ALLOWANCE ITEMS								
72. FURNISH CONSTRUCTION MATERIALS TESTING, IN ACCORDANCE WITH PLANS AND SPECS.	1.00	LS	0.1626	0.4598	0.6224	62%	$ 30,000.00	$ 18,672.75
73. PAYMENT TO CENTERPOINT ENERGY FOR DECORATIVE STREET LIGHTING AND REMOVAL OF EXISTING STREET LIGHTS	1.00	LS		1.00	1.00	100%	$ 13,194.00	$ 13,194.00
74. 6" PVC C-900 DR18 WATER LINE, STRUCTURAL BACKFILL, C.I.P.	87.00	LF		60.00	60.00	69%	$ 75.00	$ 4,500.00
75. 8"X6" TEE , C.I.P.	1.00	EA		1.00	1.00	100%	$ 250.00	$ 250.00
76. 6" GATE VALVE AND BOX, C.I.P.	2.00	EA		2.00	2.00	100%	$ 1,500.00	$ 3,000.00
10 % CITY OF SPRING VALLEY VILLAGE CONTINGENCY	1.00	LS			0.00	0%	$ 99,571.25	$ -
CHANGE ORDERS								

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
77. 7" CONCRETE PAVING [1]	3710.00	SY	1870.07	1272.56	3142.63	85%	$ 63.00	$ 197,985.69
78. RELOCATE, REPLACE AND REPAIR PRIVATE IRRIGATION SYSTEMS LOCATED IN ROW OF EACH PARCEL DISTURBED [1]	15.00	EA		15.00	15.00	100%	$ 500.00	$ 7,500.00
79. FLEXIBLE BASE COURSE FOR TEMPORARY DRIVEWAYS [1]	23.00	EA	1.00	22.00	23.00	100%	$ 500.00	$ 11,500.00
80. 2" PVC STREET LIGHT CONDUIT [1]	1040.00	LF			0.00	0%	$ 19.55	$ -
81. PULL BOXES [1]	4.00	EA			0.00	0%	$ 862.50	$ -
TOTAL WORK TO DATE								$ 774,466.69

CONTRACT TIME:	**220 CALENDAR DAYS**
CONTRACT DATE:	**8/25/2020**
WORK ORDER DATE:	**10/26/2020**

CONTRACT AMOUNT:	**$ 1,095,283.75**
CHANGE ORDER: (1)	**$ (20,511.00)**
REVISED CONTRACT AMOUNT:	**$ 1,074,772.75**
TOTAL WORK TO DATE:	**$ 774,466.69**
MATERIALS ON SITE:	**$ -**
TOTAL:	**$ 774,466.69**
LESS RETAINAGE:	**$ 77,446.67**
LESS PREVIOUS PAYMENTS	**$ 545,330.46**
AMOUNT DUE FOR PAYMENT:	**$ 151,689.56**

AMOUNT EARNED THIS PERIOD	**$ 168,543.96**
LESS RETAINAGE THIS PERIOD	**$ 16,854.40**
AMOUNT DUE THIS PERIOD	**$ 151,689.56**

APPROVAL: _____

CONRAD CONSTRUCTION CO., LTD.

JAMES R. BOLIN
PROJECTS ADMINISTRATOR

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: April 27, 2021

TOPIC:	**Approval of the Village Fire Department's FY 2021 Budget Amendment for the Construction Budget for the Village Fire Station Facility Renovations Project.**

BACKGROUND:	On April 8, 2021, the Village Fire Department Board of Commissioners voted unanimously for the Fire Commission to request the cities to allow them to spend an additional $200,000 over the current construction budget of $5,700,311.50 with the condition that the additional expense would not create any additional assessments to the cities. Instead, the additional expense would be funded by other sources, including the FY 2020 audit surplus, EMS revenue, and/or the 2021 funds allocated to the capital replacement fund. Consequently, the Village Fire Department Board requests that the Council approve a FY 2021 Budget Amendment for the Construction Budget for the Village Fire Station Facility Renovations Project to increase the Project Budget by $200,000 to $5,900,311.50, with the provision that it will not increase the City's assessment but will be funded by other potential sources identified by the Board.

RECOMMENDATION:	Staff recommends approval of the Village Fire Department's FY 2021 Budget Amendment for the Construction Budget for the Village Fire Station Facility Renovations Project as requested.

ATTACHMENTS:	• Letter Dated April 9, 2021 from Village Fire Department regarding the Budget Amendment Approval of FY 2021 Budget Amendment for Facility Renovations.

FUNDING ISSUES:

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

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

DIVIDER PAGE

Village Fire Department

901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:

BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

April 9,2021

The Honorable Brian T. Muecke
Mayor, City of Hedwig Village
The Honorable Russell Herron
Mayor, City of Hilshire Village
The Honorable Jim Pappas
Mayor, City of Hunters Creek Village
The Honorable Mark Kobelan
Mayor, City of Piney Point Village
The Honorable Marcus Vajdos
Mayor, City of Spring Valley Village

Re: Facility Renovations

Dear Mayors:

As you know, the Village Fire Commission has awarded the construction contract for renovation of the fire station and solidified the other cost elements involved in the renovation.

During a special board meeting April 8, 2021, the Village Fire Department Board of Commissioners voted unanimously for the Fire Commission to request the cities to allow them to spend an additional $200,000 over the current construction budget of $5,700,311.50, increasing the budget to $5,900,311.50, with the proviso that money will not create any additional assessments to the cities. The monies will be funded by other sources: 2020 audit surplus, EMS revenue, and/or the 2021 money allocated to the capital replacement fund.

In order to confirm this, we ask that you put on your City's agenda and approve amending the 2021 construction budget from $5,700,311.50 to $5,900,311.50 with the proviso that it will not increase the Cities' assessment but will be funded by other potential sources.

a. 2020 audit surplus

b. EMS revenue to the end of 2021

c. 2021 Capital Replacement allocation

Respectfully,

Allen Carpenter, Chairman

Village Fire Department

901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:

BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

To: Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Ms. Karen Farris, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley
Ms. Karen Glynn, City of Bunker Hill Village

CC: Village Fire Department Commissioner and Alternates

From: Marlo Longoria

Date: April 9,2021

Re: Facility Renovations

During a special board meeting April 8, 2021, the Village Fire Department Board of Commissioners voted unanimously for the Fire Commission to request the cities to allow them to spend an additional $200,000 over the current construction budget of $5,700,311.50, increasing the budget to $5,900,311.50, with the proviso that money will not create any additional assessments to the cities. The monies will be funded by other sources: 2020 audit surplus, EMS revenue, and/or the 2021 money allocated to the capital replacement fund.

In order to confirm this, we ask that you put on your City's agenda and approve amending the 2021 construction budget from $5,700,311.50 to $5,900,311.50 with the proviso that it will not increase the Cities' assessment but will be funded by other potential sources.

a. 2020 audit surplus

b. EMS revenue to the end of 2021

c. 2021 Capital Replacement allocation

Marlo Longoria
Marlo Longoria

Police Department
Staff Report

SPRING VALLEY POLICE DEPARTMENT
Calls - By Type

03\01\2021
thru 03\31\2021

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	20
22	ALARM	48
23	AMBULANCE CALL	19
24	ANIMAL CALL	2
144	ARREST	1
43	ASSIST OUTSIDE AGENCY	13
135	BUSINESS CHECK	600
47	CHILD LOCKED IN VEHICLE	1
48	CITY CREW REPAIRS	1
49	CIVIL MATTER	3
134	COURTESY TRANSPORT	1
53	DEBRIS IN ROADWAY	2
54	DECEASED PERSON	1
55	DISCHARGING FIREWORKS	1
60	FIRE CALL	7
65	GAS LEAK	3
68	HOUSE CHECK	15
70	INFORMATION	23
71	INVESTIGATION	4
76	LOUD NOISE	2
81	OPEN DOOR	27
86	PUBLIC RELATIONS	420
88	RECOVERY STOLEN VEHICLE	2
93	SEWER LEAK	1
95	SMOKE IN AREA	2
96	SOLICITOR	10
97	SPECIAL ASSIGNMENT	19
99	STALLED VEHICLE	33
141	STORED/ ABANDONED VEHICLE	1
103	SUSPICIOUS ACTIVITY	4
104	SUSPICIOUS PERSON	13
105	SUSPICIOUS VEHICLE	19
11	TRAFFIC STOP	1,367
111	VEHICLE BLOCKING ROADWAY	3
112	VEHICLE CHECK	8
42	WARRANT SERVICE	6
116	WATER LEAK	1
117	WELFARE CONCERN	9
	Total	2,713

Spring Valley Village, TX PD **Mar 1, 2021 - Mar 31, 2021**

Citation Violation Audit By Offense

Total Charges: **2257**

Description	Counts
CHANGE NAME/MAILING ADDRESS LATER THAN 30 DAYS (CDL)	1
CHANGED LANE WHEN UNSAFE	4
CHILD (4-17) NOT SECURED BY SAFETY BELT	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	3
CRIMINAL TRESPASSING	1
D.O.C. URINATING IN A PUBLIC PLACE	1
DEFECTIVE BRAKES	1
DEFECTIVE EQUIPMENT - UNSECURED LOAD	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	11
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	161
DEFECTIVE HEAD LAMPS	129
DEFECTIVE HEAD LIGHTS	26
DEFECTIVE STOP LAMP(S)	74
DEFECTIVE STOP LIGHTS-TRAILER	5
DEFECTIVE TAIL LAMP(S)	64
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	28
DISPLAY SUSPENDED DRIVER LICENSE	1
DISPLAY/ EXPIRED REGISTRATION	121
DISREGARD LANE CONTROL SIGNAL/DEVICE	2
DRIVERS LICENSE - UNLAWFUL DISPLAY	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	18
DRIVING WITHOUT ANY LICENSE	16
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	41
EXPIRED DRIVERS LICENSE	24
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	19
FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	2
FAIL TO MAINTAIN FINANCIAL RESPONIBILITY	147

Spring Valley Village, TX PD **Mar 1, 2021 - Mar 31, 2021**

Citation Violation Audit By Offense

Total Charges: **2257**

Description	Counts
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	127
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MARKINGS	1
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	18
FAIL TO YIELD ROW CHANGING LANES	1
FAIL TO YIELD ROW FROM PRIVATE PROPERTY	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	32
FAILED TO DIM HEADLIGHTS - MEETING	94
FAILED TO SIGNAL INTENT TO TURN	1
FAILED TO SIGNAL TURN	7
FAILED TO SIGNAL TURN / LANE CHANGE	7
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	19
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	4
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	6
ILLEGAL PARKING - NO PARKING ANY TIME	2
ILLEGAL PASS ON RIGHT	1
ILLEGAL PASSING - LEFT TURN ONLY LANE	1
ILLEGAL USE OF CELLULAR PHONE IN SCHOOL ZONE	1
LICENSE PLATE - NO TRAILER PLATE	2
LICENSE PLATE OBSCURED	22
LITTERING	1
NO DRIVERS LICENSE	286
NO FRONT LICENSE PLATE	71
NO/EXPIRED MOTOR VEHICLE INSPECTION	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITH FICTITIOUS LICENSE PLATES	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	6
OPERATE UNREGISTERED MOTOR VEHICLE	1

Spring Valley Village, TX PD **Mar 1, 2021 - Mar 31, 2021**

Citation Violation Audit By Offense

Total Charges: **2257**

Description	Counts
PASSING AUTHORIZED EMERGENCY VEHICLE	3
PASSING/DISREGARD NO PASSING ZONE	2
PUBLIC INTOXICATION	2
RAN RED LIGHT	94
RAN STOP SIGN	93
SIMPLE ASSAULT THREAT	1
SPEEDING - REDUCED SPEED	2
SPEEDING (NU)	17
SPEEDING >10% ABOVE POSTED LIMIT	270
SPEEDING IN SCHOOL ZONE	135
TURNED LEFT FROM WRONG LANE	1
TURNED RIGHT TOO WIDE	1
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	3
USE EQUIPMENT NOT APPROVED	1
VIOLATE DL RESTRICTION	3
VIOLATE DL RESTRICTION B	2
WRONG/ALTERED/OBSCURED LICENSE PLATE	4

MONTHLY K-9 REPORT

FOR THE MONTH OF: Mar-21

MOYER, NABORS
FRITZ, ODIN

	TOTALS
K-9 CALLS FOR SERVICE	
SPRING VALLEY VILLAGE	121
OUTSIDE AGENCY	1
K-9 APPREHENSIONS	0
NARCOTICS CASES	0
PUBLIC RELATIONS EVENT	4

MEETING DATE:	April 27, 2021
TOPIC:	**RESOLUTION NUMBER 21-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SWITCHVOX PHONE SYSTEM IMPLEMENTATION AND SUPPORT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BEMA INFORMATION TECHNOLOGY LLC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	When the new City Hall and Police Building was built, the City contracted with Action Communication and Estech Systems, Inc. ("ESI") to install the telephone system. Unfortunately, the telephone system that was installed in the facility was neither landline nor Voice Over IP ("VOIP") but SIP – an outdated technology that has been degrading over the last several years and will continue to degrade. Additionally, the Basic Service Agreement that was signed specifically includes language that "ESI's equipment and Services do not support 911 emergency dialing or other emergency functions in the same way that traditional land line 911 services work" and that "ESI ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES." Within three months of moving into the new building, the Police Department and City Hall began experiencing problems with the telephone system going out on one or both sides for several hours, the recording software and modules on the Police side being unreliable, and having difficulty programming the system when needing to make changes. While we have had technicians out to repair various system and handset issues, often the technician cannot explain why the issue has occurred or ensure that the issue is and will remain resolved. The problems with the telephone system have been ongoing and increasing for the last couple of years, and now previously available features of the system and handsets have broken and technical support cannot fix them. During Winter Storm Uri, the entire telephone system went down despite the fact that the City Hall and Police Building was operating on generator. While the City Hall side could not operate, the more concerning part of the system failure was that

the Police side of the building, including Dispatch and the non-emergency number, was without telephone service for hours and ended up rolling to the backup cell phones.

City staff began seeking quotes for replacing the telephone system prior to Winter Storm Uri; however, what occurred during Winter Storm Uri made the completion of the quotes a priority.

The City has requested quotes from three different vendors for telephone systems that will greatly increase phone reliability in day-to-day work as well as in an emergency incident. After reviewing quotes from Verizon, P.S. Lightwave, and BEMA, Staff recommends selecting BEMA for the following reasons:

(1) BEMA was the only vendor to offer an on-site solution and its product is robust. Consequently, the City will have greater control over its phone system and the programming/services offer expanded capabilities and future expansion of the system;

(2) Since the City already uses BEMA for our IT services, we will already have BEMA on-site to quickly address any issues that may arise; and

(3) Over the long-term, BEMA will be the most cost efficient solution as seen in the table below.

Company	One Time Cost	Monthly	Total Cost over 3 years	Total Cost over 5 years
BEMA	$ 20,703.00	$ 435.00	$ 36,363.00	$ 46,803.00
Lightwave	$ 6,366.00	$ 1,166.00	$ 48,342.00	$ 76,326.00
Verizon	$ 4,986.00	$ 2,541.74	$ 96,488.64	$ 157,490.40

The proposed new phone system will be more technologically capable, efficient and offer Staff and P.D. greater control and customization of our phone system.

Implementation

In order to make a switch to the BEMA phone system, the City will need to terminate its current contract with ESI which will cost $5,741.89. Consequently, the total upfront cost to implement the BEMA phone system will be $26,444.89.

The City currently pays $6,263.88 annually or $521.99 per month for the phone system through ESI. The City will need to notify

	ESI before May 1, 2021 to provide the 30-day termination notice under the contract and be able to switch to BEMA on June 1, 2021. If the switch occurs on June 1, 2021, the City will save $347.96 in monthly costs for FY 2021 for the period June 1 - September 30, 2021. As such the unbudgeted amount for this project is $26,096.93 which would funded out of the General Fund Fund Balance. Since the City always includes funding in the annual budget for phone services, the new monthly amount will be included in the FY 2022 Proposed Budget.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 21-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# _____ ☒ $20,703 & $5,393.93_ from unassigned fund balance will be used and added to Acct/Project# 10-11-7002, 11-5630 & 40-5630_ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Matthew Hitt, Assistant to the City Administrator	**CITY ADMINISTRATOR APPROVAL:**

RESOLUTION NUMBER 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SWITCHVOX PHONE SYSTEM IMPLEMENTATION AND SUPPORT AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BEMA INFORMATION TECHNOLOGY LLC; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Switchvox Phone System Implementation and Support Agreement by and between the City of Spring Valley Village, Texas and BEMA Information Technology LLC (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate 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 facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

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

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

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

DULY PASSED AND APPROVED on this the ___ day of _____, 2021.

_____
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 21-XX

Switchvox Phone System Implementation and Support Agreement

BEMA
INFORMATION TECHNOLOGIES

Prepared For:

Julie Robinson
City Administrator

Matthew Hitt
Assistant to the City Administrator

Michelle Yi
City Treasurer

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

April 16, 2021

(Quote Expires in 30 days)

BEMA
INFORMATION TECHNOLOGIES

INTRODUCTION

BEMA Information Technologies LLC ("**BEMA**") is pleased to make the following recommendations to **City of Spring Valley Village** ("**CoSVV**"). Our goal is to provide a cost effective and scalable phone system that is both powerful and easy to use and manage. For this reason, **BEMA** has chosen Digium as a partner in order to provide the Switchvox line of phone system appliances to customers with VoIP (voice-over-internet protocol) phone needs.

PRE-REQUISITES

Power Protection

In order to provide equipment protection and to guarantee phone system availability, we recommend the use of an uninterruptable power supply ("UPS") to power both the phone system and Power-over-Ethernet ("PoE") switches.

Networking

It is our understanding that all switches with phone equipment will be fully managed with PoE capability. These switches meet the requirements for a VoIP phone system; however, a health review will need to be done prior to installation.

A business grade firewall will be required, in addition to a dedicated static IP address for the Internet connection, as well as a dedicated IP address for the Switchvox.

Cabling

Each phone location will require a Category 5E cable in order to connect a phone. All quoted VoIP telephones have an integrated 10/100 or 10/100/1000 switch that provides connectivity to the telephone and computer on a single cabling drop per location. The phone model that you order will determine the link speed of your machine if they share a cable. Each phone ships with 1- 5' black Ethernet patch cable. If additional lengths or colors are required, they can be provided by **CoSVV** at time of installation or provided by **BEMA** at an additional cost.

Local Telecom Provider

The quoted system is based upon porting from the existing PRI connection to a SIP partner peer as your primary telecom provider. **BEMA** recommends all FAX machines, credit card machines and alarms be directly connected to analog lines from your provider and not be connected through the phone system.

SIP trunks require high bandwidth, low latency, land-based internet to operate without issue. **BEMA** cannot be responsible for issues beyond its control when using SIP technologies such as bandwidth saturation, service degradation, loss of carrier equipment, carrier-imposed services (ALG/Reflexive ACLs), etc. If Internet service degrades or service is lost, voice services may halt until service resumes. For 911 availability, **BEMA** recommends maintaining a POTS line outside of the PBX environment to allow for extended 911 in the event of an outage.

PHONE SYSTEM

BEMA recommends a Switchvox virtual appliance hosted within the existing virtual infrastructure. This system is rated for up to 100 users (phones) and 40 concurrent calls. This model is scalable, survivable, and extensible through resource and license additions.

Some of the notable features of the Switchvox system as of 7.6 include the following:

- Web based switchboard console for all users
- Access to voicemail through email attachments, IMAP, the web interface, or through mobile applications
- Rules based call routing for all users
  - Rules based on timeframes or status
  - Follow me call routing to mobile devices
- Fixed Mobile Convergence
  - Allows you to receive, transfer, and record calls from any location
  - In-Call Menu provides access to these features without requiring an application on the phone
- Integrated fax capability for fax sending and receiving
- Integrated ACD functionality with no separate licensing
  - Programmable IVR (Automated Attendant) system
  - Call Queues and advanced call routing
- Built in conference bridge functionality for on-demand and "meet me" conferencing
- 1-Way paging and 2-way intercom capability
- Switchvox Mobile Applications (user licensing required)

The following system has been quoted with Titanium support from Digium, which provides vendor-based support during business hours from Digium in addition to **BEMA's** support services. This is the minimum level of support that must be maintained in order to receive software updates.

• Switchvox SMB E510 Phone System	$ 4,600.00
○ 45 User Extension Licenses w/Titanium Software Maintenance	
• Digium D62 PoE IP Telephone (32 @ $171 each)	$ 5,472.00
• Digium D65 PoE IP Telephone (10 @ $230 each)	$ 2,300.00
• Orecx TR Call Record Licenses (45 @ $75/each annually)	$ 3,375.00
Total	**$15,747.00***

(* Tax and shipping not included)

BEMA INSTALLATION SERVICES

BEMA will be managing the installation of the Switchvox system into the environment. To effectively manage this process, we will need to rely on your staff resources for portions of the implementation. The following is a basic high-level summary of the tasks that each entity will need to cover.

- Items performed with assistance from **CoSVV** staff
  - Assessment of network health and correction of any issues
  - Data collection
  - Initial phone system installation and configuration
  - Firewall and DNS configuration changes as required
  - Root level domain access for SSL issuance
  - Available to make decisions regarding IVR and call routing
  - Phone locations in all buildings
  - Gathering extension and user information (extension numbers, names, email, DID)
  - Available to test phones once configured

- Items performed by **BEMA** staff
  - Creation of extension templates and groups
  - Import of users/extensions into system
  - Initial setup of call queues, IVRs, and shared mailboxes
  - Basic one-hour user operation training session for staff
  - System administration training for IT staff
  - Phone provisioning and deployment

BEMA Professional Fees **$ 4.956.00***

(* Tax not included)

PHONE SYSTEM SUPPORT AND MAINTENANCE

This agreement includes the support and maintenance of the Digium phone system in your environment. **BEMA** Support includes the following services.

- Renewal of Digium software maintenance
- Phone system maintenance
  - Scheduled updates to the phone system software and phones
  - Remote backups of system data to protect all configuration and voicemail from equipment failure
- Phone configuration assistance
  - Set up and configure extensions/voicemail as needed
  - Configure new DID numbers and call routing as needed
  - Configure and maintain IVRs (Automated Attendants)
- Technical Support
  - Remote user/admin assistance
  - Remote troubleshooting and problem diagnosis
  - Coordination with manufacturers on any warranty issues
  - On-site support if a technical issue cannot be resolved remotely

BEMA support for **45 extensions, and annual renewal of Orecx Call recording for 45 Users is $435.00/month** + tax. If the extension count is increased the monthly cost will be adjusted accordingly.

TERM of AGREEMENT

The term of this agreement is one (1) year beginning at the commencement of phone system installation. The above stated pricing may increase if additional extension licenses are purchased. The above stated pricing will be in place for one (1) year. This agreement shall renew automatically for successive twelve-month periods and shall continue in effect unless (1) either party expresses its desire not to renew the contract by providing sixty days' prior written notice to the other party, or (2) if the parties otherwise agree in writing to amend the length or terms of the agreement. Notwithstanding the foregoing, for material breach of this Agreement, **CoSVV** or **BEMA** may terminate this Agreement without notice.

ASSUMPTIONS

The following assumptions were used to frame this proposal. Should these assumptions not hold true, we will discuss with you the options for proceeding and come to agreement regarding any changes to the schedule, deliverables or investment before proceeding.

- Network health is being assumed based on communication with **CoSVV** staff. A health assessment will be performed, and any needed correction will be performed by **CoSVV** staff prior to the phone system deployment.
- **CoSVV** Staff will need to be available throughout the configuration and installation to assist with data collection from the existing system and to define requirements.
- The telephone numbers will be ported as part of this installation process. It is assumed based on discussions with **CoSVV** that the numbers are eligible to port without penalty from the existing provider. **BEMA** cannot be responsible for early termination, contractual obligations or other fees that could arise should the porting numbers be under contract with the existing service provider. It is recommended to have the eligibility verified in writing, prior to porting.
- The call recording solution provided is a subscription-based service that includes upgrades, maintenance and support while allowing recordings and the recording solution to be hosted in the customers own environment. **CoSVV** will require a minimum of 2TB raw storage for standard use and retention of 30 days. Call volume can affect the amount of storage time. Lower volume calling can allow for significantly longer storage periods. It is our understanding the recording solution will be utilizing an existing NAS unit as a recording target. The device storage will determine the amount of storage allowed and additional drives may be required to accommodate a 30-day storage window.
- Switchvox will require 4 vCpu, 16 GB RAM and 100GB Disk storage.
- The call recording solution will require 4 vCpu (minimum), 16 GB RAM and storage for length of required hold (TBD).
- There will be two phones operating at remote locations. It is assumed based on conversations with **CoSVV** that these locations have ethernet, PoE and internet suitable for VoIP traffic. If infrastructure does not exist, it will need to be installed for the phones to operate.
- Software based phones are offered with no warranty, expressed, or implied. Mobile carriers, hardware manufacturers, or other 3rd parties may implement services or updates to the host endpoints that could negatively impact, halt or render software-based phones inoperable. **BEMA** supports these devices with best effort support only.
- A 1-hour training session will need to be organized during the installation process. All staff that will regularly use the phone system should attend this. We will cover basic operation and the use of the web-based switchboard application. **BEMA** will train designated **CoSVV** staff members to transfer knowledge to those who cannot attend the training session as well as answer basic questions going forward.

FINANCIAL SUMMARY

The following summary shows the breakdown of costs for this project.

- Phone system hardware and licensing $ 15,747.00
- **BEMA** installation services $ 4,956.00

Total **$ 20,703.00***
(* Tax and shipping not included)

- **BEMA** Support and Maintenance Services (**$435.00/month**) **$ 5,220.00/yr.**

PAYMENT TERMS

The project costs identified above are fixed fee based on our expertise and experience with similar efforts. Fees for products and services are payable in two installments. The first installment due at project inception includes 100% of the hardware/software cost and 50% of services fee. The remaining **BEMA** services fee installment is due upon project completion. Actual shipping costs and tax will be invoiced after the equipment is ordered. Ongoing support and maintenance costs are net 15.

CONCLUSION

We are excited about the opportunity to assist you with this phone implementation. It is our firm belief that by implementing this system you will continue to build a solid foundation for a technology environment that is scalable, secure, and reliable. By so doing, we are convinced that you will be able to more effectively manage your organization and make the most efficient use of your technology investment. In light of our past experience and our technical expertise, we are confident that we can help you achieve the successful realization of your objective for this project.

Sincerely,

Doug Reed
Vice President & COO
BEMA Information Technology LLC

AGREED and ACCEPTED on this ____ day of _____, 2021

City of Spring Valley Village

By: _____
Julie Robinson

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: April 27, 2021

TOPIC: Approval of the Purchase of a Mobile Diesel Generator from Generac Power Systems, Inc. in the Amount of $71,450.68

BACKGROUND:

During Winter Storm Uri, the City's lift stations went down because of the power outages, and CenterPoint Energy failed to re-energize them despite the fact that they are critical infrastructure for the City.

Since the City cannot rely on CenterPoint Energy to provide electricity to its lift stations, it is imperative that we purchase a mobile generator to provide the power necessary to operate the lift stations in the event of a power outage. A mobile generator is needed since there is not enough land at any of the lift stations to install a permanent generator.

Assistant City Treasurer Susan Thornhill worked with me to determine the specifications for the mobile generator and obtained two quotes for mobile generators through Sourcewell, one of the purchasing cooperatives of which the City is a member.

Vendor	Price
Generac Power Systems, Inc.	$71,450.68
Multiquip, Inc.	$65,319.90

After reviewing the two quotes and associated specifications, my recommendation is to purchase the mobile diesel generator from Generac Power Systems, Inc. While Multiquip's quote was less, the Generac generator provides a larger fuel tank and a higher kW.

While this expenditure was not anticipated in the FY 2021 budget, funding for this purchase is available in the Mowing Equipment Reserve and the Utility Fund Capital Equipment Reserve in the Capital Replacement Fund.

RECOMMENDATION: Staff recommends approval of the purchase of a mobile diesel generator from Generac Power Systems, Inc. in the amount of $71,450.68.

ATTACHMENTS:

- Quote from Generac Power Systems, Inc.

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# _____
  ☒ $_71,450.68_ from unassigned fund balance will be used

and added to Acct/Project# _15-10-7001_ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:

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

DIVIDER PAGE

QUOTE

Government Sales
Generac Power Systems Inc.
S45 W29290 Hwy 59
Waukesha WI 53189 USA
Phone: 920-230-1280
Fax: 920-230-1201
www.Generac.com

Quote No: 20453976
CRM: 31458524
Date: 03/29/21

Susan Thornhill City of Spring Valley 1025 Campbell Road Houston TX 77055 Sourcewell Member #: 2450	Dealer/Distributor: NONE

QTY	Description	Unit Price	Total Price (USD)
1	MDG150DF4-STD3 mobile diesel generator	$70,061.68	$70,061.68
Notes:	Current Lead time is 2-4 weeks ARO, subject to change without notice. All shipments are FOB Origin. Sourcewell Contract 041719-GEN.	Sub - Total	$70,061.68
		Shipping	$ 1,389.00
		Grand Total	$71,450.68

Pricing reflects TAX EXEMPT: Tax Exempt Form is required for Quote Validity

Authorized by:

Generac has active continuous improvement programs in place for our products and processes. We reserve the right to supply any material or use any process or equipment we deem to be equivalent to the part or model number originally quoted or ordered as a result of this quotation. All prices quoted are valid for 30 calendar days from the date of this quotation and are subject to change after that time frame. As the purchaser of these products on a direct basis from Generac, you are responsible for the off-loading, troubleshooting, start-up and service, if needed, for these units. Neither Generac nor their domestic / commercial / international dealers are responsible to perform these functions. All equipment is shipped via common carrier, flatbed semi-trailer or standard ocean container. Any deviation from this practice must be discussed and approved prior to PO receipt and acceptance. **Any subsequent order that is intended to ship to an international location will need a customer provided commercial invoice and shippers letter of instruction to accompany shipment.**

This quotation is governed by and subject to Generac's Quotation Terms and Conditions located at *www.generac.com/about-us/customer-support* which are incorporated by reference. Generac's Quotation Terms and Conditions are subject to change at any time and Buyer is advised to review the same before acceptance of future orders. Unless pursuant to a written agreement mutually executed by both parties, the terms of this Quotation shall be binding upon the parties, and any other terms, communications or documents concerning this order are to be disregarded and hereby expressly rejected.

Generac will use our standard commercial practice serial number / data tag. It shall be deemed acceptable for meeting all unique item identifier requirements stated in the Contract.

MDG150DF4 | 6.8 L | 150 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC | MOBILE

Standby Power Rating
144 kW, 180 kVA, 60 Hz

Prime Power Rating
120 kW, 150 kVA, 60 Hz

Picture shown may not reflect actual configuration

Codes and Standards

Generac Mobile products are designed to the following standards:

CSA Certified

NATM

TIER 4 FINAL EMISSIONS

ISO 8528-5

Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

SPEC SHEET
1 of 6

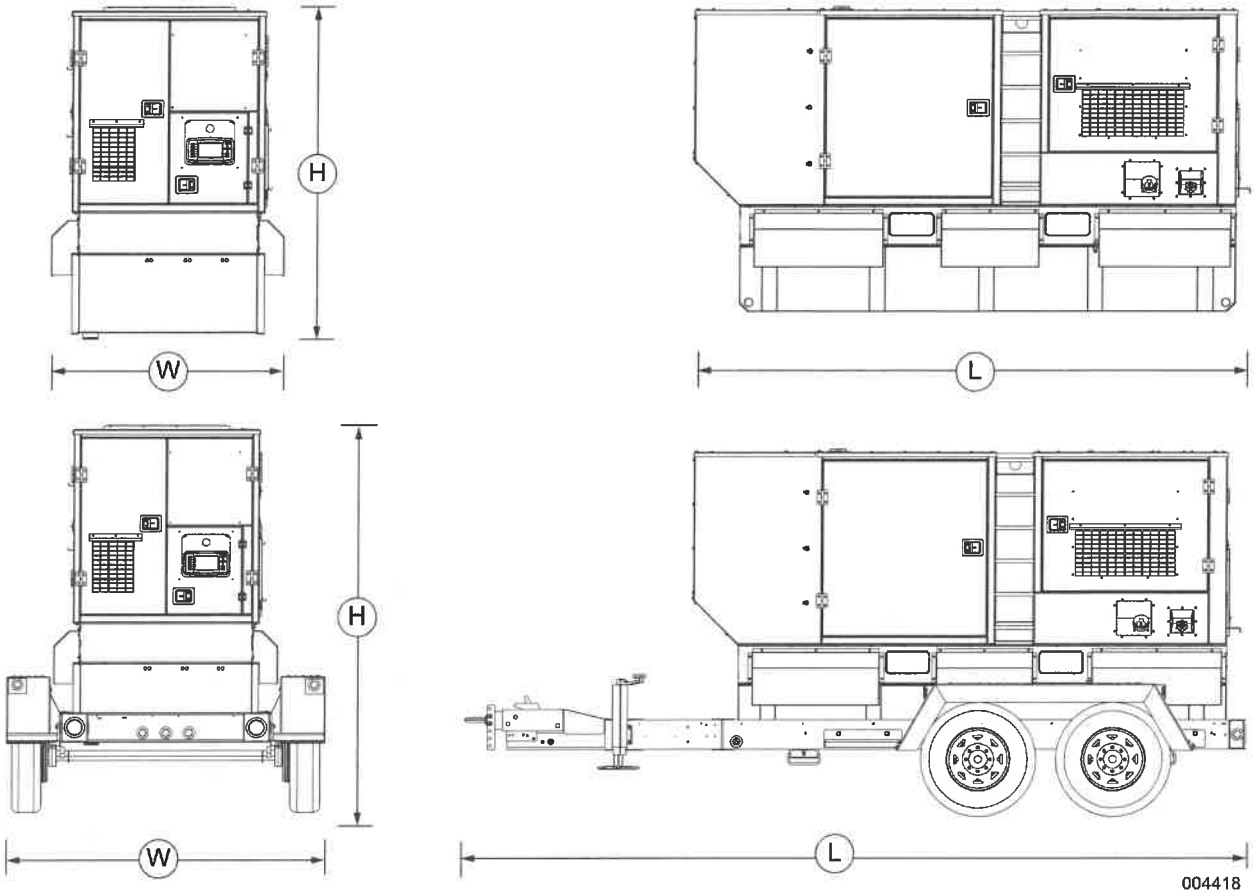
MDG150DF4 | 6.8 L | 150 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC® | MOBILE

DIMENSIONS AND WEIGHTS



	Run Time: hr	Usable Fuel Capacity: gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)	
Skid	39	343 (1,297)	145×60×85 (3.7×1.5×2.1)	Dry: Operating:	6,219 (2,820) 9,075 (4,116)
Trailer	39	343 (1,297)	208×86×104 (5.3×2.2×2.6)	Dry: Operating:	8,184 (3,712) 11,040 (6,032)

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Products Authorized Service Dealer for detailed installation drawings.

SPEC SHEET

6 of 6

 ©2018 Generac Mobile Products, LLC. All rights reserved. All specifications are subject to change without notice.

Part No. 10000015473
Rev. C 08/09/2019

MEETING DATE: April 27, 2021

TOPIC: **Ordinance No. 2021-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 A NEW FEE FOR BUILDING PERMIT (DRIVEWAY/FLATWORK) CONSTRUCTION; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: Under the current adopted Master Fee Schedule, driveway repair or construction falls under Building Permit (Residential Building, Remodeling, Alterations, Repairs and Construction) which is assessed at $1.00 per square feet. In March, an application was received for the repaving of an existing driveway and the addition of a new circular driveway, and, based on the square footage of the scope of work the fee would have been around $2,000.00. The homeowner asked for the City to reconsider its fee schedule since other area cities had a much lower fee for driveway/flatwork construction.

Upon review of their adopted fee schedules, I found that the other Villages have adopted a flat fee for driveway/flatwork construction instead of a fee based on square footage. Here is what the other Villages have adopted:

City	Fee
Bunker Hill Village	$185.00
Hedwig Village	$160.00 under 200 sq ft; $300.00 above 200 sq ft
Hillshire Village	$160.00 under 200 sq ft; $300.00 above 200 sq ft
Hunters Creek Village	$185.00 per approach
(Proposed) Spring Valley Village	$150.00

Based on how the other Villages are charging for driveway/flatwork construction, I recommend that the Master Fee Schedule be amended to add a new permit entitled Building Permit (Driveway/Flatwork) at a fee of $150.00. The $150.00 fee is comprised of the $75.00 permit issuance fee that is already in the Master Fee Schedule and an additional fee of $75.00 to cover the inspection of the work that is required and charged to the City.

RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance No. 2021-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# 01-5201 and $_____ added to Expenditure Acct/Project# 10-10-5500

FINANCE VERIFICATION OF FUNDING:

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

ORDINANCE NO. 2021-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 A NEW FEE FOR BUILDING PERMIT (DRIVEWAY/FLATWORK) CONSTRUCTION; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

* * * * * * * * * * * *

WHEREAS, the City Council of the City of Spring Valley Village, Texas desires to continue its governmental transparency through the adoption of revised building and construction fees for the convenience of the public; and

WHEREAS, the City Council finds it in the best interest of the health safety and benefit of the citizens of the City of Spring Valley Village to adopt a new fee for driveway/flatwork construction to better align the fees charged with the scope of work being conducted; and

WHEREAS, the fees applicable to construction and development in the City of Spring Valley Village are found in in Section 3.001, Building and Construction Fees, of Appendix "A", Fee Schedule, of the Code of Ordinances of the City of Spring Valley Village, Texas

WHEREAS, the City Council hereby finds that Section 3.001, Building and Construction Fees, of Appendix "A", Fee Schedule, of the Code of Ordinances of the City of Spring Valley Village, Texas should be amended to include a new fee for Building Permit (Driveway/Flatwork).

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, Building and Construction Fees, of Appendix "A", Fee Schedule, of the Code of Ordinances of the City of Spring Valley Village, is hereby amended to include a new fee for Building Permit (Driveway/Flatwork), to provide as follows:

3.001 Residential Building and Construction Fee Schedule

(13) Building Permit (Driveway/Flatwork) ….. $150.00

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 27th day of April, 2021.

_____
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:	April 27, 2021
TOPIC:	Proposed Fiscal Year 2021-2022 Budget Calendar.
BACKGROUND:	Since we are starting to develop the proposed FY 2021-2022 budget, a Proposed FY 2021-2022 Budget Calendar, a copy of which is included with this agenda item, has been developed and is presented to the Council for review, feedback and approval. The Proposed Budget Calendar has been developed to meet all State deadlines, and, to the greatest extent possible, Budget Workshops have been scheduled for regular Council meeting dates. In order to ensure that the Council has enough time to review the proposed budget over several meetings, we propose that Council consider adding Budget Workshops at 5:00 pm on May 25, June 22, July 27, and August 24 – all of which are regularly scheduled Council meetings. There is only one additional meeting date outside of regular Council meeting dates that is proposed: • **Tuesday, August 3, 2021 at 6:00 pm** – Special Council Meeting to Propose A Tax Rate for FY 2022 As a reminder, Senate Bill 2 adopted in 2019 significantly changed the budget process and deadlines for Texas cities. The City is no longer required to hold two separate public hearings on the proposed tax rate prior to adopting a tax rate. Consequently, the public hearings on the Fiscal Year 2021-2022 budget and tax rate are scheduled for the September 28, 2021 Regular Council Meeting.
RECOMMENDATION:	Staff requests feedback on and/or approval of the Proposed Budget Calendar and particularly the additional dates and times that have been included to ensure a quorum of Council will be in attendance.
ATTACHMENTS:	• Proposed Fiscal Year 2021-2022 Budget Calendar
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ $_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	**CITY ADMINISTRATOR APPROVAL:**

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

PROPOSED BUDGET CALENDAR

FISCAL YEAR 2021-2022

April 27	**Proposed Preliminary Budget Calendar Presented to City Council**
May 25	**Budget Policy Assumption Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
June 1	**Departments Notified Budget Preparation Documents are Available on Shared Drive.**
June 10	**Deadline for Departments to Load Base Budget and Budget Detail Sheets and Unfunded Supplemental Requests on Shared Drive.**
June 11-15	**Departmental Budget Review Sessions with City Administrator & City Treasurer (As Needed)**
June 22	**Budget Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
July 25	**Chief Appraiser Delivers Certified Appraisal Roll Or Certified Estimate Of Taxable Value To Tax Assessor** *(Property Tax Code §26.01(a) and (a-1)*
July 27	**Budget Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
August 3	**Special Council Meeting To Propose A Tax Rate For FY 2022.** **(NOTE: The Special Meeting will begin at 6:00 pm)**
	Tax Assessor Submits No-New-Revenue And Voter-Approval Tax Rates To The City Council *(Property Tax Code §26.04(e)*

DRAFT

August 6

Tax Assessor Submits Tax Rate Calculation Forms Used In Calculating No-New-Revenue Tax Rate And Voter-Approval Tax Rate To Harris County Property Tax Office

City Posts No-New-Revenue Tax Rate And Voter-Approval Tax Rate Along With Certain Debt Information On The Home Page Of The City's Website In The Form Prescribed By The Comptroller.
(*Property Tax Code § 26.04(d-3)*

August 19

Proposed Budget Filed With City Secretary And Posted To City Website
(Local Govt. Code §102.005 (before 30th day before tax rate adopted))

August 23

City Secretary Sends Notice Of Public Hearings On Proposed FY 2022 Budget And Property Tax Rate To Newspaper

August 24

Budget Workshop With City Council To Review Proposed FY 2022 Budget Prior To Regular Council Meeting
(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)

Sept 2

Publish Notice Of Public Hearing On Proposed FY 2022 Budget
(Local Govt. Code §102.0065, Section (c) not earlier than the 30th or later than the 10th day before the date of the hearing)

Publish Notice Of Public Hearing On Proposed FY 2022 Tax Rate
(Only applies if tax rate will exceed the no-new-revenue rate, *Property Tax Code §26.065)*
(*Property Tax Code §26.06(a) and Local Govt. Code §140.010, no less than 5 days' notice before hearing on tax rate increase – Not be smaller than one-quarter page notice in newspaper and on City website)*

Continuous Internet Notice Of Tax Rate Hearing Begins
(Applies if tax rate will exceeds the no-new-revenue rate, *Property Tax Code §26.065)*

Sept 28

Council Holds Public Hearing On Proposed Budget
(Local Govt. Code §102.006(b))
Council Adopts FY 2021-2022 Budget

Council Holds Public Hearing On FY 2022 Tax Rate
(Tex. Tax Code §26.05)
Council Adopts FY 2022 Tax Rate

(Separate actions with budget being adopted prior to tax rate)
*****ATTENDANCE IS IMPERATIVE*****
(Local Govt. Code §102.009 (Adopt by Sept. 29 or within 60 days of receiving certified appraisal roll, whichever is later) & Tex. Tax Code 26.06(e))

Adopted Budget Filed With City Secretary and Harris County Clerk

DRAFT

(Local Govt. Code §102.008)

Sept 29 Filing And Distribution of Adopted Budget

Oct 1 **Begin New Fiscal Year**

DRAFT

MEETING DATE: April 27, 2021

TOPIC: **Resolution Number 21-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR THE CEDARSPUR STREET (WEST OF BINGLE), BURKHART ROAD (EAST OF BINGLE) AND BURKHART DRIVE (ADJOINING BURKHART ROAD) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL A") OR APPROVING AN ALTERNATE PROPOSAL FOR ENGINEERING SERVICES FOR ONLY THE CEDARSPUR STREET (WEST OF BINGLE) AND BURKHART ROAD (EAST OF BINGLE) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL B") BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING; 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 next group of streets in the Capital Improvement Plan is Cedarspur Street (West of Bingle Road) and Burkhart Road (East of Bingle Road) Pavement & Utility Improvement Projects ("Project"). Gessner Engineering was engaged to submit a proposal for engineering construction design services for the Project.

As Gessner Engineering was developing its proposal, we discovered that Burkhart Drive (a road that adjoins Burkhart Road and was not originally included in the Project) is a private road based on the filed plat. A copy of the plat is provided with this agenda item. Burkhart Drive was not included in the original list of streets in the Project, but it adjoins Burkhart Road and the two properties on Burkhart Drive have addresses that are consecutive with addresses on Burkhart Road.

Since State law prohibits the use of public funds for private purpose, City Administrator Julie Robinson contacted the two property owners on Burkhart Drive on Monday, April 5, 2021, to discuss the Project and whether they would be interested in dedicating the right-of-way to the City in order for the City to be able to include the reconstruction of Burkhart Drive as part of the Project.

Information about the process for dedication of the private street

	has been provided to the property owners, and they have been asked to let Ms. Robinson know by Monday, April 26, 2021, how they wish to proceed. In order to allow time for the property owners to consider dedicating the right-of-way for Burkhart Drive and not delay the consideration of a proposal from Gessner Engineering for the Project, Gessner was asked to submit two proposals: one that includes Burkhart Drive and one that does not. Consequently, the two proposals are submitted for the Council's consideration. (1) Proposal A is for all 3 streets [(Cedarspur Street, Burkhart Road and Burkhart Drive]: $196,946.00 which represents approximately 12% of the original estimated total project cost of $1,612,588.00. (2) Proposal B is for the original 2 streets [Cedarspur Street and Burkhart Road]: $189,196.00 which represents approximately 12% of the original estimated total project cost of $1,612,588.00. **NOTE: The Proposal to be recommended for approval is contingent upon the responses the City receives from the property owners. Staff will discuss the property owners' responses during the Council meeting and prior to approval of either Proposal.** This Project has been funded through the 2020 Certificate of Obligation bond.
RECOMMENDATION:	Staff will make a recommendation concerning the Proposal to be approved by Resolution during the meeting.
ATTACHMENTS:	• Resolution No. 21-XX • Plat for Burkhart Drive
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Partial amount already budgeted in Acct/Project # and additional amount will be included in the next Budget Amendment ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☒ $189,196 or $196,946 from Acct/Project# _CO.Bond 2020__ will be transferred to Acct/Project# _25-50-5549_ ☐ _____ 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:**

RESOLUTION NUMBER 21-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR THE CEDARSPUR STREET (WEST OF BINGLE), BURKHART ROAD (EAST OF BINGLE) AND BURKHART DRIVE (ADJOINING BURKHART ROAD) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL A") OR APPROVING AN ALTERNATE PROPOSAL FOR ENGINEERING SERVICES FOR ONLY THE CEDARSPUR STREET (WEST OF BINGLE) AND BURKHART ROAD (EAST OF BINGLE) PAVING & UTILITY IMPROVEMENTS PROJECT ("PROPOSAL B") BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND GESSNER ENGINEERING; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for engineering services for the Cedarspur Street (west of Bingle), Burkhart Road (east of Bingle), and Burkhart Drive (adjoining Burkhart Road) Pavement & Utility Improvement Project by and between the City of Spring Valley Village, Texas and Gessner Engineering (hereinafter called "Proposal A"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City Council has also been presented with an alternate proposal for engineering services for only the Cedarspur Street (West Of Bingle) and Burkhart Road (East Of Bingle) Paving & Utility Improvements Project by and between the City of Spring Valley Village, Texas and Gessner Engineering (hereinafter called "Proposal B"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the two different Proposals and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of Proposal ___ should be approved, and that the Mayor should be authorized to execute Proposal ___ and any and all documents necessary to effectuate such Proposal ___ 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 Proposal ___, 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 Proposal ___ 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 Proposal ___ as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Proposal ___.

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

DULY PASSED AND APPROVED on this the ___ day of _____, 2021.

_____
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 21-XX

RECEIVED
04-05-2021

Make the City of Spring Valley Village Project happen.

Cedarspur Drive, Burkhart Road, and Burkhart Drive
Spring Valley Village, Texas 77055
Proposal Number: P21-0109

GESSNER ENGINEERING

Geotechnical, Civil & Survey - Proposal A

PREPARED FOR:
Pat Riley
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
713-465-8308
priley@springvalleytx.com

GESSNER CONTACT:
Pedro Rico, P.E.
prico@gessnereng.com
1-877-GESSNER

SUBMITTED DATE:
3/23/2021

VALID THROUGH:
6/23/2021

Gessner Engineering presents this Agreement to provide civil engineering, geotechnical engineering, land surveying, landscape architecture, and utility coordination services for the above referenced project. The scope and fee of this project is based on the information provided to Gessner Engineering on January 20, 2021, and can be found on the supporting pages. We appreciate the opportunity to provide these services and look forward to being a part of your project team.

PROJECT DESCRIPTION:

The project includes design for the reconstruction of existing 2-lane streets, and includes the following:

Cedarspur Street
- 270 LF concrete, 2-lane, 28 feet wide street with 4”x12” transition curb (roll over) curb and gutter
- Storm sewer, to be evaluated for improvements and replacement
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement

Burkhart Road
- 1,500 LF concrete, 2-lane, 28 feet wide street with 4”x12” transition curb (roll over) curb and gutter
- Storm sewer
- Add inlets for new street section
- Existing storm sewer to be evaluated for improvements and replacement
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement

Burkhart Drive
- 200 LF concrete, 2-lane, 28 feet wide street with 4”x12” transition curb (roll over) curb and gutter
- Evaluate existing drainage system for possible improvements as part of the adjacent system on Burkhart Road
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement

By signing as the responsible party, you authorize Gessner Engineering to proceed and acknowledge your agreement to the services defined, in accordance with Attachment A. Upon signing, you also agree that you will be billed directly as the Client. If you are requesting this proposal on behalf of someone else, please have them add their contact and billing information and sign in the section below. Please note that this agreement must be signed by the responsible party.

PROJECT SCOPE

INCLUDED

GEOTECHNICAL ENGINEERING

- ✓ Contacting Texas 811 for public utility locates
- ✓ Mobilization to the various sites located in Spring Valley Village
- ✓ Drill 1 test boring to a depth of 10 feet, or drill refusal depth, within the existing Cedarspur Street pavements.
- ✓ Drilling 4 test borings to a depth of 10 feet, or drill refusal depth, within the existing Burkhart Road pavements.
- ✓ Laboratory testing phase specified for this project
- ✓ Project layout with boring location map
- ✓ Logs of borings depicting field and laboratory test results
- ✓ Written report providing geotechnical engineering parameters for: site, subgrade preparation, trenching and pavement recommendations

SURVEY

- ✓ Contacting Texas 811 for public utility locates
- ✓ Establishing a control network, with horizontal and vertical positions on all major control points
- ✓ Location of existing streets, sidewalks, parking areas, buildings, and other surface features
- ✓ Identifying utilities (water, sanitary sewer, storm sewer, electric services, communication services) as marked by their respective owners
- ✓ Invert measurements of existing storm and sanitary sewer manholes and inlets
- ✓ Creation of a topographic surface with observations at a minimum of 25 foot intervals to be shown with 1 foot contours
- ✓ Deliverable package containing signed, sealed and dated PDF, .ascii, .auf, survey .dwg, contours .dwg and surface .dwg files via email or drop box

URBAN FORESTRY SERVICES (Coleman & Associates)

- ✓ Perform a Field Evaluation of the species, size, condition, and preservation feasibility of each tree.
- ✓ Evaluate proposed construction activity adjacent to each tree to determine impacts on long-term tree survival.
- ✓ Prepare a 60%, 90%, and Final Tree Preservation Plan to be included in the construction drawings, including a treatment schedule for each tree. For potential tree conflicts with proposed construction, make recommendations for minor design changes or for removal of the tree.
- ✓ Provide specification and details for tree treatments.
- ✓ Provide quantity totals and cost estimates for each tree treatment.

CIVIL ENGINEERING

Design Services

- ✓ Prepare typical section and preliminary proposed roadway layout schematic to review with the City prior to starting final construction drawings.
- ✓ Prepare construction drawings including construction notes, typical section, drainage area maps and calculations, plan and profile, driveway schedule, cross sections, traffic control plans, SWPPP plans, street lighting plans, and standard details.
- ✓ Construction plans will be prepared on sheets 24”x 36” in size, 1”=20’ scale.
- ✓ Design will include storm sewer design and analysis, which will utilize upsized storm sewer and/or boxes below the proposed pavement.

PROJECT SCOPE

INCLUDED

CIVIL ENGINEERING

Property Owner Coordination

- ✓ Prepare public notification letters, social media posts, and/or project notification messages to submit to property owners. All public notification will be reviewed by City of Spring Valley Village and mailed or posted for public notification by Gessner Engineering.
- ✓ Coordinate with property owners for proposed improvements and conflicts.

Utility Coordination

- ✓ Research existing public and private utilities and send records requests to CNP, ATT, and other local private utility companies.
- ✓ Prepare conflict table to be submitted during each milestone.
- ✓ Submit drawings to private utility companies and coordinate with private utility companies for relocation of conflicting facilities.
- ✓ Hold utility coordination meetings as necessary.
- ✓ Obtain utility signatures on drawings.

Project Manual

- ✓ Prepare Bid Form, Specification Table of Contents, Special Specifications, SWPPP, and Summary of Work.
- ✓ Assemble Project Manual using Front End Documents provided by the City of Spring Valley Village.

Project Management

- ✓ Coordination with sub-consultants and Program Manager, prepare and update project schedules, and internal meetings.
- ✓ Prepare and submit monthly status reports.
- ✓ Attend and prepare meeting minutes for monthly status meetings (as necessary), Kickoff Meeting, and other meetings as needed.

Bid Phase Services

- ✓ Provide all bid documents through CivCastUSA
- ✓ Attend Pre-Bid Meeting, virtually, as required
- ✓ Respond to bidder's questions.
- ✓ Review bids and make recommendation for successful bidder.

Construction Phase Services

- ✓ Attend pre-construction meeting.
- ✓ Attend monthly construction status meetings.
- ✓ Review and process submittals, RFI's, and Change Orders.
- ✓ Attend field visits as requested by the City or Contractor.
- ✓ Participate in walk-through for substantial completion and issue punch list.
- ✓ Attend final inspection.
- ✓ Prepare As-Built Drawings.
- ✓ Coordinate with Project Surveillance (City's inspector) for construction inspection services

PROJECT SCOPE

EXCLUDED

Services specifically excluded from this proposal are

- × Environmental services
- × Traffic impact study or collection of traffic count data.
- × Boundary resolution and preparation of documents for ROW acquisition
- × Inspection services
- × Sidewalk design

PROJECT MILESTONES

Project Milestone deliverables will include Preliminary Design Review, 60%, 90%, and Final Submittals. A draft project schedule is included below. All submittals will include a PDF and one (1) hard copies to the City of Spring Valley Village. Below is a summary of what documents will be provided with each milestone:

1. 60% Submittal – 60% Construction Plans, Cost Estimate, and Specification Table of Contents.

2. 90% Submittal – 90% Construction Plans, Cost Estimate, and draft Project Manual.

3. Final Submittal – 100% Signed and Sealed Construction Plans, Cost Estimate, and Signed and Sealed Project Manual.

TASK NAME	DURATION	START	FINISH
Field Data Collection (Survey, Geotech, CCTV, Smoke Testing)	30 days	4/30/21	5/30/21
DESIGN PHASE SERVICES	**110 days**	**5/30/21**	**9/17/21**
60% Submittal Preparation & City Review	60 days	5/30/21	7/29/21
90% Submittal Preparation & City Review	30 days	7/29/21	8/28/21
100% Submittal Preparation & City Review	20 days	8/28/21	9/17/21
BID AND CONTRACTING PHASE SERVICES	**60 days**	**9/17/21**	**11/16/21**
CONSTRUCTION PHASE SERVICES	275 days	1/17/22	10/19/22

PROJECT TEAM

The project team will remain the same as originally proposed, with the exception of the project surveyor. Danny Davis, R.P.L.S. is the licensed surveyor for Gessner Engineering. His resume is attached below.

DANIEL DAVIS, R.P.L.S., CFM

Project Surveyor

Danny's seventeen years of involvement in land surveying has provided him with valuable experience in multiple aspects of the discipline. His career has taken him from a rodman on a field crew to conducting boundary surveys of 25,000+ acres in South Texas and setting out points in every phase of multi-million dollar apartment complexes as an R.P.L.S. Danny's technical competencies include construction layout and staking, route and boundary surveys, ALTA surveys (to include utility and tree surveys), subdivision plats, topographic surveying, Texas Railroad Commission permit plats, oil and gas easements, TxDOT crossing permits, and FEMA Elevation Certificates. He is proficient in both conventional and GPS surveying methods. Danny will serve as the point of contact for projects.

EXPERIENCE

1.5 years with firm | 17 years total

LICENSE

Texas R.P.L.S. No. 6195

CERTIFICATIONS

CFM No. 2932-15N
Remote Pilots Certification, Alpha Tango Flying Services

LOCATION

San Antonio, Texas

EDUCATION

Bachelor of Science in Agronomy, Texas A&M University

PROJECTS - PUBLIC

- 29th Street Project, City of McAllen, TX*
- City of Los Fresnos - Municipal Complex, Los Fresnos, TX
- Hidalgo County Regional Mobility Authority, SH 35*
- New Braunfels Fire Station No. 2, New Braunfels, TX
- New Braunfels Fire Station No. 3, New Braunfels, TX
- Rio Cibolo Ranch, TX*
- TAMU - Nuclear Science Center, College Station, TX
- Texas General Land Office Community Development and Revitalization program*

*projects completed prior to employment at Gessner Engineering

FEE BREAKDOWN

Listed below is the total fee for each phase of work. If the project is abandoned prior to completion of the design, the fee shall be due the date the project is abandoned and shall be based upon the percentage of services performed.

Geotechnical Engineering	**$7,580**
Civil Engineering (PS&E, Construction Administration)	**$140,900**
Topographic Survey	**$14,570**
Landscape Architect Services	**$10,835**
Utility Scanning/Field Marking Services	**$6,600**
CCTV and Smoke Testing Sanitary Sewer Services	**$16,461**
PROJECT TOTAL	**$196,946**

RESPONSIBLE PARTY

Name

Billing Address

City, State, Zip

Phone Email

Client (Signature) Date

Printed Name and Title

Johanna K Gessner

Gessner Engineering Representative (Signature)

Johanna Gessner, CEO

Printed Name, Title

Gessner Engineering, LLC
Attachment "A" – Terms and Conditions

1. **AUTHORIZATION TO PROCEED**
Signing this Agreement shall be construed as express authorization by CLIENT for Gessner to proceed with the work, unless otherwise provided for in the Agreement.

2. **USE OF DOCUMENTS**
All documents produced by Gessner under this Agreement shall be considered "Instruments of Service" for which Gessner retains the copyright. Notwithstanding the foregoing, Gessner grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. Should CLIENT use any documents in circumstances in which Gessner is no longer involved in the Project, the CLIENT shall defend and indemnify Gessner on account of any such use and any claims made arising out of any modifications or changes to any such documents. Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by Gessner only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. **STANDARD OF CARE**
Gessner shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and Gessner shall have no liability or obligation with respect thereto.

4. **COST ESTIMATES**
Any cost estimates provided by Gessner will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Gessner cannot and does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

5. **PAYMENT TO Gessner**
Monthly invoices will be issued by Gessner for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. **DIRECT EXPENSES**
Certain expenses incurred by Gessner in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees and reproduction costs. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Gessner.

7. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source other than those specified in this Agreement, when approved by CLIENT, an additional amount shall be added to the cost of these services for Gessner's administrative costs, as provided for in this Agreement.

8. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by Gessner if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. **SALES TAX**
In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. **SUSPENSION/TERMINATION**
When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. Gessner shall not be responsible for delays in the Project caused by such suspension.
Either CLIENT or Gessner may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Gessner in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. **LIMITATION OF LIABILITY**
Gessner's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.
To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

12. **MEDIATION**
All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or Gessner may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. **LITIGATION**
This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or Gessner against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. **SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. **SEVERABILITY**
In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

EXHIBIT “B”

TO

RESOLUTION NUMBER 21-XX

RECEIVED
04-05-2021

Make the City of Spring Valley Village Project happen.

Cedarspur Drive and Burkhart Road
Spring Valley Village, Texas 77055
Proposal Number: P21-0109

GESSNER ENGINEERING

Geotechnical, Civil & Survey - Proposal B

PREPARED FOR:
Pat Riley
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
713-465-8308
priley@springvalleytx.com

GESSNER CONTACT:
Pedro Rico, P.E.
prico@gessnereng.com
1-877-GESSNER

SUBMITTED DATE:
4/5/2021

VALID THROUGH:
7/5/2021

Gessner Engineering presents this Agreement to provide civil engineering, geotechnical engineering, land surveying, landscape architecture, and utility coordination services for the above referenced project. The scope and fee of this project is based on the information provided to Gessner Engineering on January 20, 2021, and can be found on the supporting pages. We appreciate the opportunity to provide these services and look forward to being a part of your project team.

PROJECT DESCRIPTION:

The project includes design for the reconstruction of existing 2-lane streets, and includes the following:

Cedarspur Street
- 270 LF concrete, 2-lane, 28 feet wide street with 4”x12” transition curb (roll over) curb and gutter
- Storm sewer, to be evaluated for improvements and replacement
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement

Burkhart Road
- 1,500 LF concrete, 2-lane, 28 feet wide street with 4”x12” transition curb (roll over) curb and gutter
- Storm sewer
- Add inlets for new street section
- Existing storm sewer to be evaluated for improvements and replacement
- Sanitary sewer, to be evaluated for improvements and replacement
- Waterline, to be evaluated for improvements and replacement

By signing as the responsible party, you authorize Gessner Engineering to proceed and acknowledge your agreement to the services defined, in accordance with Attachment A. Upon signing, you also agree that you will be billed directly as the Client. If you are requesting this proposal on behalf of someone else, please have them add their contact and billing information and sign in the section below. Please note that this agreement must be signed by the responsible party.

PROJECT SCOPE

INCLUDED

GEOTECHNICAL ENGINEERING

- ✓ Contacting Texas 811 for public utility locates
- ✓ Mobilization to the various sites located in Spring Valley Village
- ✓ Drill 1 test boring to a depth of 10 feet, or drill refusal depth, within the existing Cedarspur Street pavements.
- ✓ Drilling 4 test borings to a depth of 10 feet, or drill refusal depth, within the existing Burkhart Road pavements.
- ✓ Laboratory testing phase specified for this project
- ✓ Project layout with boring location map
- ✓ Logs of borings depicting field and laboratory test results
- ✓ Written report providing geotechnical engineering parameters for: site, subgrade preparation, trenching and pavement recommendations

SURVEY

- ✓ Contacting Texas 811 for public utility locates
- ✓ Establishing a control network, with horizontal and vertical positions on all major control points
- ✓ Location of existing streets, sidewalks, parking areas, buildings, and other surface features
- ✓ Identifying utilities (water, sanitary sewer, storm sewer, electric services, communication services) as marked by their respective owners
- ✓ Invert measurements of existing storm and sanitary sewer manholes and inlets
- ✓ Creation of a topographic surface with observations at a minimum of 25 foot intervals to be shown with 1 foot contours
- ✓ Deliverable package containing signed, sealed and dated PDF, .ascii, .auf, survey .dwg, contours .dwg and surface .dwg files via email or drop box

URBAN FORESTRY SERVICES (Coleman & Associates)

- ✓ Perform a Field Evaluation of the species, size, condition, and preservation feasibility of each tree.
- ✓ Evaluate proposed construction activity adjacent to each tree to determine impacts on long-term tree survival.
- ✓ Prepare a 60%, 90%, and Final Tree Preservation Plan to be included in the construction drawings, including a treatment schedule for each tree. For potential tree conflicts with proposed construction, make recommendations for minor design changes or for removal of the tree.
- ✓ Provide specification and details for tree treatments.
- ✓ Provide quantity totals and cost estimates for each tree treatment.

CIVIL ENGINEERING

Design Services

- ✓ Prepare typical section and preliminary proposed roadway layout schematic to review with the City prior to starting final construction drawings.
- ✓ Prepare construction drawings including construction notes, typical section, drainage area maps and calculations, plan and profile, driveway schedule, cross sections, traffic control plans, SWPPP plans, street lighting plans, and standard details.
- ✓ Construction plans will be prepared on sheets 24”x 36” in size, 1”=20’ scale.
- ✓ Design will include storm sewer design and analysis, which will utilize upsized storm sewer and/or boxes below the proposed pavement.

PROJECT SCOPE

INCLUDED

CIVIL ENGINEERING

Property Owner Coordination

- ✓ Prepare public notification letters, social media posts, and/or project notification messages to submit to property owners. All public notification will be reviewed by City of Spring Valley Village and mailed or posted for public notification by Gessner Engineering.
- ✓ Coordinate with property owners for proposed improvements and conflicts.

Utility Coordination

- ✓ Research existing public and private utilities and send records requests to CNP, ATT, and other local private utility companies.
- ✓ Prepare conflict table to be submitted during each milestone.
- ✓ Submit drawings to private utility companies and coordinate with private utility companies for relocation of conflicting facilities.
- ✓ Hold utility coordination meetings as necessary.
- ✓ Obtain utility signatures on drawings.

Project Manual

- ✓ Prepare Bid Form, Specification Table of Contents, Special Specifications, SWPPP, and Summary of Work.
- ✓ Assemble Project Manual using Front End Documents provided by the City of Spring Valley Village.

Project Management

- ✓ Coordination with sub-consultants and Program Manager, prepare and update project schedules, and internal meetings.
- ✓ Prepare and submit monthly status reports.
- ✓ Attend and prepare meeting minutes for monthly status meetings (as necessary), Kickoff Meeting, and other meetings as needed.

Bid Phase Services

- ✓ Provide all bid documents through CivCastUSA
- ✓ Attend Pre-Bid Meeting, virtually, as required
- ✓ Respond to bidder's questions.
- ✓ Review bids and make recommendation for successful bidder.

Construction Phase Services

- ✓ Attend pre-construction meeting.
- ✓ Attend monthly construction status meetings.
- ✓ Review and process submittals, RFI's, and Change Orders.
- ✓ Attend field visits as requested by the City or Contractor.
- ✓ Participate in walk-through for substantial completion and issue punch list.
- ✓ Attend final inspection.
- ✓ Prepare As-Built Drawings.
- ✓ Coordinate with Project Surveillance (City's inspector) for construction inspection services

PROJECT SCOPE

EXCLUDED

Services specifically excluded from this proposal are

- × Environmental services
- × Traffic impact study or collection of traffic count data.
- × Boundary resolution and preparation of documents for ROW acquisition
- × Inspection services
- × Sidewalk design

PROJECT MILESTONES

Project Milestone deliverables will include Preliminary Design Review, 60%, 90%, and Final Submittals. A draft project schedule is included below. All submittals will include a PDF and one (1) hard copies to the City of Spring Valley Village. Below is a summary of what documents will be provided with each milestone:

1. 60% Submittal – 60% Construction Plans, Cost Estimate, and Specification Table of Contents.

2. 90% Submittal – 90% Construction Plans, Cost Estimate, and draft Project Manual.

3. Final Submittal – 100% Signed and Sealed Construction Plans, Cost Estimate, and Signed and Sealed Project Manual.

TASK NAME	DURATION	START	FINISH
Field Data Collection (Survey, Geotech, CCTV, Smoke Testing)	30 days	4/30/21	5/30/21
DESIGN PHASE SERVICES	**110 days**	**5/30/21**	**9/17/21**
60% Submittal Preparation & City Review	60 days	5/30/21	7/29/21
90% Submittal Preparation & City Review	30 days	7/29/21	8/28/21
100% Submittal Preparation & City Review	20 days	8/28/21	9/17/21
BID AND CONTRACTING PHASE SERVICES	**60 days**	**9/17/21**	**11/16/21**
CONSTRUCTION PHASE SERVICES	275 days	1/17/22	10/19/22

PROJECT TEAM

The project team will remain the same as originally proposed, with the exception of the project surveyor. Danny Davis, R.P.L.S. is the licensed surveyor for Gessner Engineering. His resume is attached below.

DANIEL DAVIS, R.P.L.S., CFM

Project Surveyor

Danny's seventeen years of involvement in land surveying has provided him with valuable experience in multiple aspects of the discipline. His career has taken him from a rodman on a field crew to conducting boundary surveys of 25,000+ acres in South Texas and setting out points in every phase of multi-million dollar apartment complexes as an R.P.L.S. Danny's technical competencies include construction layout and staking, route and boundary surveys, ALTA surveys (to include utility and tree surveys), subdivision plats, topographic surveying, Texas Railroad Commission permit plats, oil and gas easements, TxDOT crossing permits, and FEMA Elevation Certificates. He is proficient in both conventional and GPS surveying methods. Danny will serve as the point of contact for projects.

EXPERIENCE

1.5 years with firm | 17 years total

LICENSE

Texas R.P.L.S. No. 6195

CERTIFICATIONS

CFM No. 2932-15N
Remote Pilots Certification, Alpha Tango Flying Services

LOCATION

San Antonio, Texas

EDUCATION

Bachelor of Science in Agronomy, Texas A&M University

PROJECTS - PUBLIC

- 29th Street Project, City of McAllen, TX*
- City of Los Fresnos - Municipal Complex, Los Fresnos, TX
- Hidalgo County Regional Mobility Authority, SH 35*
- New Braunfels Fire Station No. 2, New Braunfels, TX
- New Braunfels Fire Station No. 3, New Braunfels, TX
- Rio Cibolo Ranch, TX*
- TAMU - Nuclear Science Center, College Station, TX
- Texas General Land Office Community Development and Revitalization program*

*projects completed prior to employment at Gessner Engineering

FEE BREAKDOWN

Listed below is the total fee for each phase of work. If the project is abandoned prior to completion of the design, the fee shall be due the date the project is abandoned and shall be based upon the percentage of services performed.

Geotechnical Engineering	**$6,650**
Civil Engineering (PS&E, Construction Administration)	**$135,580**
Topographic Survey	**$13,070**
Landscape Architect Services	**$10,835**
Utility Scanning/Field Marking Services	**$6,600**
CCTV and Smoke Testing Sanitary Sewer Services	**$16,461**
PROJECT TOTAL	**$189,196**

RESPONSIBLE PARTY

Name

Billing Address

City, State, Zip

Phone Email

Client (Signature) Date

Printed Name and Title

Johanna K Gessner

Gessner Engineering Representative (Signature)

Johanna Gessner, CEO

Printed Name, Title

Gessner Engineering, LLC
Attachment "A" – Terms and Conditions

1. **AUTHORIZATION TO PROCEED**
Signing this Agreement shall be construed as express authorization by CLIENT for Gessner to proceed with the work, unless otherwise provided for in the Agreement.

2. **USE OF DOCUMENTS**
All documents produced by Gessner under this Agreement shall be considered "Instruments of Service" for which Gessner retains the copyright. Notwithstanding the foregoing, Gessner grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. Should CLIENT use any documents in circumstances in which Gessner is no longer involved in the Project, the CLIENT shall defend and indemnify Gessner on account of any such use and any claims made arising out of any modifications or changes to any such documents. Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by Gessner only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. **STANDARD OF CARE**
Gessner shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and Gessner shall have no liability or obligation with respect thereto.

4. **COST ESTIMATES**
Any cost estimates provided by Gessner will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Gessner cannot and does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

5. **PAYMENT TO Gessner**
Monthly invoices will be issued by Gessner for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. **DIRECT EXPENSES**
Certain expenses incurred by Gessner in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees and reproduction costs. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Gessner.

7. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source other than those specified in this Agreement, when approved by CLIENT, an additional amount shall be added to the cost of these services for Gessner's administrative costs, as provided for in this Agreement.

8. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by Gessner if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. **SALES TAX**
In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. **SUSPENSION/TERMINATION**
When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. Gessner shall not be responsible for delays in the Project caused by such suspension.
Either CLIENT or Gessner may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Gessner in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. **LIMITATION OF LIABILITY**
Gessner's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.
To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

12. **MEDIATION**
All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or Gessner may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. **LITIGATION**
This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or Gessner against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. **SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. **SEVERABILITY**
In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

DIVIDER PAGE

SPRING OAKS SECT. FOUR

Vol. 41 Pg. 11 H.C.M.R.

ACREAGE

Modiste Rd.

(60' R.O.W.)

410.00

104.74

S 89°57'00"E 209.49

104.75

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

N

SCALE 1"=20'

Bingle Road

(60' R.O.W.)

ACREAGE

137.61

LOT 2

0.4281 Acres

18647 Sq.Ft.

LOT 3

0.4280 Acres

18644 Sq. Ft.

137.55

ACREAGE

L=93.84 R=20.00
Δ=268°49'50" T=20.41
C=S 89°53'44"E, 28.57

6' Utility Easement

N 00°06'16"E 324.61

S 62°10'37"E 107.03

N 00°06'16"E 324.58

N 62°15'36"E 107.15

S 00°06'16"W 324.55

L=11.63 R=15.00
Δ=44°24'55" T=6.12
C=N22°06'12"W, 11.34

10.00 10.00

L=11.63 R=15.00
Δ=44°24'55" T=6.12
C=S22°18'44"W, 11.34

6' Utility Easement

6' Utility Easement

LOT 1

0.3525 Acres

15353 Sq. Ft.

LOT 4

0.3524 Acres

15352 Sq.Ft.

187.00

187.00

10' Building Line

N 00°06'16"E 137.10

20' Private Drive

N 00°06'16"E 137.07

10' Building Line

30' Building Line

N 89°58'06"W 410.00

94.75

10.00 10.00

94.75

N 89°58'06"W 209.49

Burkhart Road

(60' R.O.W.)

ACREAGE

DUSON WOODS VOL 320 Pg. 55 H.C.M.R.

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