



Regular City Council Meeting
April 26, 2022
6:00 p.m.

Marcus Vajdos, Mayor
Bo Bothe
Tom Donaho

Allen Carpenter, Mayor Pro Tem
David Dominy
Joy McCormack



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, April 26, 2022, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

A quorum of the Mayor and Council Members will be physically present. Some Council Members may participate by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code.

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/81390254654>

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: 813 9025 4654 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 Appoint Jasmin Torres as the City Secretary
- 3.2 Municipal Clerks Week Proclamation
- 3.3 Police Week Proclamation
- 3.4 Public Works Week Proclamation

4. 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:

- 4.1 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.

5. RECONVENE

6. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Separation of Employment Agreement between the City of Spring Valley Village, Texas and Loyd Evans.

7. **PUBLIC COMMENTS**

7.1 **PUBLIC COMMENTS (THREE MINUTE LIMIT)**

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.**

7.2 **PERSONAL APPEARANCES (Public Comments)**

Any person or group desiring to have their name on the agenda to appear before the City Council during the public comments portion of the meeting shall contact the City Secretary before 12:00 noon on the Tuesday immediately preceding the Council meeting and request recognition, in writing, during the public comments period. Such citizen or group shall specify to the City Secretary their name, address, and matter to be discussed. **A time limit of eight (8) minutes shall be imposed unless waived, dispensed with, shortened, or lengthened by consent of a majority of the members of the Council.** The City Council may take action during the personal appearances if the agenda item is sufficient to do so. This provision shall not apply to special public hearings called by the Council for specific purposes.

4.2(a) Bruce Spain, 1101 Pech Road, Organization and Accountability of the Spring Valley Village Police Department.

8. **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.

8.1 Minutes for Regular City Council Meeting on March 22, 2022

8.2 Minutes for Special Called City Council Meeting on April 1, 2022

8.3 Minutes for Special Called City Council Meeting on April 12, 2022

8.4 Approval of Approval of Pay Estimate No. 11 – Final Pay Application and Request for Release of Retainage for New Production Well Project, CSB No. 2019-01-01B TWDB SWIFT Project No. 51056 to W. W. Payton Corporation in the Amount of \$377,826.00.

8.5 Resolution Number 22-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ACCEPTING THE COMPLETED NEW PRODUCTION WELL PROJECT, BID #2019-01-01B, TEXAS WATER DEVELOPMENT BOARD STATE WATER IMPLEMENTATION FUND FOR TEXAS PROJECT NO. 51056 FOR THE CONSTRUCTION CONTRACT CID 01 – NEW PRODUCTION WELL PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING

THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

- 8.6 Approval of Pay Estimate No. 11 for Loeser, Traweek, Lone Star, West Tex Pavement & Utility Improvements Project to Conrad Construction Co., LTD. of \$146,349.18
- 8.7 Resolution Number 22-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR THE GROUND STORAGE TANK #2 REPLACEMENT PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CHANGE ORDER NUMBER 2; AND PROVIDING AN EFFECTIVE DATE.
- 8.8 Resolution Number 22-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND METROCITY, LLC FOR THE CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS) PAVING AND UTILITY IMPROVEMENTS PROJECT (BID #2022-01-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS

9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** March 2022 Police Department Staff Report (Acting Chief Schulze):
 1. Number of Calls for Service
 2. Number of Traffic Violations
10. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on March 23, 2022 and Any Special Meetings That May Have Occurred since March 23, 2022. (Mayor Pro-Tem Carpenter / Council Member Bothe)

NEW BUSINESS

11. **PRESENTATION, BRIEFING AND DISCUSSION CONCERNING:** Property Values In The City Of Spring Valley Village Including, But Not Limited To, Historical Value Trends, Property Tax Revenue Changes, And Litigated Properties For The Last Ten Years. (Roland Altinger, Harris County Appraisal District)
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of

Proposed City Of Spring Valley Village Entryway Monument Sign To Be Located On The Northwest Corner Of Campbell Road And I-10 Frontage Road As Required By The Wellington Stream PAD, Ordinance No. 2018-28.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Fiscal Year 2022-2023 Budget Calendar.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 17 TO THE PERSONNEL MANUAL, TO REVISE SUBSECTION (D), COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY, OF SECTION 18.11, COMPENSATION DURING EMERGENCIES, OF CHAPTER 18, EMERGENCY OPERATIONS PROCEDURES, TO ESTABLISH A PROCESS FOR APPROVAL OF TIMESHEETS FOR EXEMPT EMPLOYEES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX “A” THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.
17. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Staff:
 1. Status of Loeser, Traweek, Lone Star and W. Tex Paving and Utility Improvements Project
 2. Status of Replacement of Ground Storage Tank #2
 3. Status of Bingle Road Road Diet

18. **ADJOURNMENT**

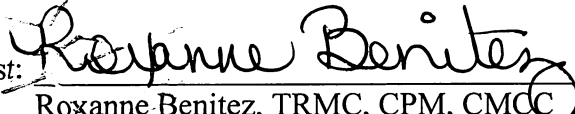
Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

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 26, 2022 agenda of items to be considered by City Council was posted on or before the 21st day of April, 2022, at 2:30 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

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

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 22, 2022 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 6:05 p.m.

Members Present:

Mayor Marcus Vajdos (left at 7:12 p.m.)

Mayor Pro Tem Allen Carpenter

Council Member Bo Bothe

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

Council Member Tom Donaho

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Zachary Meadows, Director of Community Development

Roxanne Benitez, City Secretary

Michelle Yi, City Treasurer

Silvia Chiapponi, Assistant to the City Administrator

Loren Smith, City Attorney

Loyd Evans, Chief of Police

Mark Schulze, Police Captain

David Dixon, Police Commissioner

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 Regular City Council Meeting on February 22, 2022

- 5.2 Resolution Number 22-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 IDS ENGINEERING GROUP FOR GIS UPDATES FOR WATER, SANITARY AND STORM SEWER SYSTEM MAPPING; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 5.3 Approval of Pay Estimate No. 10 for Loeser, Traweek, Lone Star, West Tex Pavement & Utility Improvements Project to Conrad Construction Co., LTD. of \$221,464.33
- 5.4 Resolution Number 22-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 7 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION COMPANY, LTD., FOR THE LOESER, TRAWEEK, LONE STAR, WEST TEX PAVEMENT AND UTILITIES IMPROVEMENT PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 5.5 Approval of Pay Estimate No. 4 for Ground Storage Tank No. 2 Replacement Project (CSB# 2021-05-101) to W.W. Payton Corporation in the amount of \$67,500.00.

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

At this time, Mayor Pro Tem Carpenter made a motion to take Agenda Item 17 out of order, and Council Member Dominy seconded the motion. Motion carried 4-0.

- 17. **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:

- 17.1 Section 551.071. Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.

Council adjourned into the Executive Session at 6:07 p.m.

- 18. **RECONVENE**

The City Council meeting reconvened at 7:15 p.m.

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

No action was taken.

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: February 2022 Police Department Staff Report (Chief Evans):

Captain Schulze provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 4,362
2. Number of Traffic Violations – 1,398

Chief Evans provided statistics regarding recent crimes in Spring Valley Village.

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on February 23, 2022 and Any Special Meetings That May Have Occurred since February 23, 2022. (Mayor Pro-Tem Carpenter / Council Member Bothe)

Mayor Pro Tem Carpenter advised that an Open House event for the Village Fire Department building renovation was held on March 5, 2022 and was well attended with over 1,000 visitors. He also advised that Village Fire Department building renovation project was ninety-nine percent complete with a few punch list items remaining. He also advised that the Fire Commissioners Board is discussing the staffing of a second ambulance and would require six employees, two for each shift. Mayor Pro Tem Carpenter advised that the total cost would be approximately \$500,000 to \$600,000 and divided by all of the Memorial Villages.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Meeting with Mayor, Mayor Pro Tem, City Administrator, Police Chief, and City Attorney As Directed by Council During the February 22, 2022 Council Workshop Meeting Regarding Proposed Job Alignment and Salary Ranges For All Employees Based on 50th Percentile and Implementation of Market Adjustments.

Council did not take up this item.

NEW BUSINESS

9. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Presentation and Acceptance of Fiscal Year 2020-2021 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants.

Ben Cohen, Senior Manager with Belt, Harris, Pechacek, LLLP, presented the 2020-2021 Audited Comprehensive Annual Financial Report. Council Member Dominy made a motion to accept the Fiscal Year 2020-2021 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 4-0.

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2022-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 3 TO THE ORIGINAL BUDGET OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE FISCAL YEAR 2020-2021; FUNDING CERTAIN OBLIGATIONS OF THE CITY DURING THE BUDGET PERIOD NECESSARY FOR THE PROVISION OF CITY SERVICES; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.

Mayor Pro Tem Carpenter read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2022-05, and Council Member McCormack seconded the motion. Motion carried 4-0.

11. DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Future City Special Events and Activities. (Mayor Vajdos)

The Council did not take up this item.

12. DISCUSSION AND POSSIBLE DIRECTION CONCERNING: “No Parking Any Time” Zone on Fries Road As Well As Other Roads for Which a “No Parking Any Time” Zone Has Been Adopted But Signage Has Not Been Installed.

City Administrator Julie Robinson advised that the City established a “No Parking Any Time” zone for the length of Fries Road from Westview Drive to the I-10 Feeder Road by Ordinance in 1984. In the last several years, the “No Parking Any Time” signs all the way to Westview Drive were removed. However, the “No Parking Any Time” zone for the entire length of Fries Road is still in effect and has not been altered since its adoption in 1984.

In February, Council Member McCormack received an email from a resident concerning the “No Parking Any Time” zone due to the fact that there are issues with school traffic parking along Fries Road as they turn south from Westview Drive. Without proper signage, the City cannot enforce the “No Parking Any Time” zone since there is no notice of the zone to the public. Ms. Robinson requested direction from the Council concerning whether it wishes to replace the “No Parking Any Time” signage or alter the location of the zone on Fries Road.

Since Council previously addressed a similar situation on Voss Road and ultimately decided to alter the “No Parking Any Time” zone and directed that proper signage for the reduced “No Parking Any Time” zone be erected to allow for enforcement, Ms. Robinson also requested direction from the Council concerning how it wishes to address future inquiries/requests from residents regarding the adopted “No Parking Any Time” zones.

There was discussion concerning whether there were parking issues on Fries Road, the aesthetics of the signage, the history of the required signage and the City’s ability to enforce the “No Parking Any Time” zones without required signage, and how to address future inquiries/requests from residents regarding adopted “No Parking Any Time” zones. Chief Evans advised that he had already contacted the SBISD Police Chief so that the issue with Cornerstone Academy traffic congestion resulting in parking on Fries south of Westview Drive could be addressed.

Following discussion, it was the direction of the Council not to erect the required signage for or alter the “No Parking Any Time” zone on Fries Road, and for Ms. Robinson to contact the resident who requested the no parking zone to inform them that the SBISD Police Department would be addressing this issue. There was no direction from the Council concerning how it wishes to address future inquiries/requests from residents regarding the adopted “No Parking Any Time” zones.

13. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Award Of Competitive Sealed Bid Number CSB#2022-01-101 For Cedarspur, Burkhart, and Winningham (East of Voss) Paving and Utility Improvements Project To MetroCity, LLC In An Amount Not To Exceed \$1,365,593.00 (Total Bid Amount).

After a brief discussion, Council Member Dominy made a motion to award Bid Number CSB#2022-01-101 for Cedarspur, Burkhart, and Winningham (East of Voss) Paving and Utility Improvements Project to MetroCity, LLC in an amount not to exceed \$1,365,593.00, and Council Member McCormack seconded the motion. Motion carried 4-0.

- 14. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 7, 2022 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 7, 2022 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Mayor Pro Tem Carpenter read the Ordinance by caption only. Council Member Bothe made a motion to approve Ordinance No. 2022-06, and Council Member Dominy seconded the motion. Motion carried 4-0.

- 15. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XX-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING A CHIEF MUNICIPAL COURT PROSECUTING ATTORNEY OF THE SPRING VALLEY VILLAGE MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Carpenter read the Resolution by caption only. Council Member Dominy made a motion to approve Resolution No. 22-15, and Council Member Bothe seconded the motion. Motion carried 4-0.

- 16. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Staff:

1. Status of New Production Well

Assistant to the City Administrator Silvia Chiapponi advised that Staff was working with the engineer and contractor regarding the final pay application, which would be presented at the April 26 City Council meeting.

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

Assistant to the City Administrator Silvia Chiapponi advised that the rights-of-way had been completed and sodded on Lone Star, Loeser, and West Tex. She also advised that 90% of the roadway paving had been completed on Traweek. Ms. Chiapponi advised that the contractor would soon start the work on the street light conduits.

3. Status of Replacement of Ground Storage Tank #2

Assistant to the City Administrator Silvia Chiapponi advised that the project is 95% complete. She also advised that the engineer is currently working on scheduling the final inspection.

4. Status of Bingle Road Diet

Assistant to the City Administrator Silvia Chiapponi advised that Lone Star Pavement would be performing the work for Spring Valley Village and City of Houston. She also advised that, currently, there was no estimated start date.

5. Student Art Display in City Hall

City Secretary Roxanne Benitez advised that she had discussions with the Art Departments from Memorial High School, Spring Branch Middle School, and Valley Oaks Elementary regarding an art display in the lobby of City Hall. She also advised that she anticipates that there would be art displays from each school within a month.

20. **ADJOURNMENT**

Council Member McCormack made a motion to adjourn the meeting at 8:07 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

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
FRIDAY, APRIL 1, 2022 AT 1:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 1:02 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member Tom Donaho

Council Member Joy McCormack

Members Absent:

Council Member David Dominy

2. EXECUTIVE SESSION

2.1 Section 551.071. Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in closed meeting.

Council adjourned into the Executive Session at 1:03 p.m.

The City Council meeting reconvened at 1:17 p.m.

Mayor Vajdos read the following statement:

“The origin of this situation for which this special meeting is being called was a special meeting which occurred on Feb 22nd of this year to discuss proposed job alignment and salary ranges for City employees. As a result of that meeting and discussion, additional information was provided later which revealed that in both 2020 and 2021 very substantial amounts of overtime had been paid by the City to an exempt employee. It is only in the rarest of occasions and under specific conditions that city policy permits overtime for exempt employees. This single exempt employee over the course of a nine-month period in 2020 received \$189,038 in overtime plus base salary. In 2021, these overtime payments continued for an additional \$96,040 plus base salary.

This information was not well received by your city representatives. The lack of openness, transparency, or even awareness by the individual responsible for the distribution of these overtime funds (who was also the recipient of these funds) has left your city representatives questioning the judgement and their trust in this individual to continue their role with the City.

As a result, Spring Valley Village’s duly appointed Police Commissioner and reserve Assistant Police Chief was asked by the Mayor and Mayor Pro Tem to meet with this individual to initiate a discussion regarding the willingness of this individual to engage with Council to formulate a retirement/separation agreement with the

City. Unfortunately, this meeting did not go well or have the intended result.

Not too long after this meeting, the Police Commissioner was contacted by phone by this individual. During this conversation, the individual made threatening statements to the Police Commissioner. Following the threatening statements, and based on guidance of the City Attorney, this individual was immediately placed on administrative leave by the Mayor and all access to the City's non-public spaces (to include the Police Department) were revoked."

Council re-adjourned into the Executive Session at 1:20 p.m.

- 2.2 Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of the Chief of Police.

3. RECONVENE

The City Council meeting reconvened at 3:58 p.m.

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

Mayor Vajdos advised that no action would be taken and advised that comments could be made at this time. The following attendees commented:

- Lisa Rogers, who lives at 1 Martin Lane, advised that she appreciated Loyd Evans' thirty years of service and his accomplishments. She asked why the overtime was discovered in February when it occurred eighteen months ago, if Mr. Evans was the only employee that received overtime, and requested that an outside agency investigate this issue.
- Tommy Leman, who lives at 8706 Cedardale, asked if this was a precedence with overtime, if there was a lingering issue or if this issue had to do with COVID, when this was discovered, if there was a lack of oversight, who signed off on the time cards, and if there was a contingency plan.
- Douglas Knutzen, who lives at 8620 Westview, asked if discussion would be held on Agenda Item 2.2. He also asked if the City Administrator issues a monthly report and if overtime expenditures are listed in the financials.
- Beth Walsh, who lives at 2623 Tudor Manor, advised that she is the sister of Loyd Evans. She asked how many hours of overtime Mr. Evans received, She advised that everyone at Spring Valley Village was family to Mr. Evans, that Mr. Evans had honor and integrity, and that the City should not beat someone when they are down.
- Michael Autenreith, who lives at 7930 Hilshire Green, advised that Loyd Evans was given a raise in October 2021 and that Mr. Evans had an employment contract. Mr. Autenreith advised that Mr. Evans should be celebrated. He also advised that there were procedures in place that were not followed.
- Jennifer Hohman, who lives at 8614 Lanell Lane, asked if there was still a threat on their street. She also asked if David Dixon was currently the Assistant Chief.
- Christi Parker, who lives at 6 Woodsborough Circle, asked what David Dixon's role was, and why Mr. Dixon put Loyd Evans on administrative leave instead of the Mayor or Council. Ms. Parker advised that procedures were not followed.

5. ADJOURNMENT

Council Member Donaho made a motion to adjourn the meeting at 4:14 p.m., and Council Member Carpenter seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

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

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, APRIL 12, 2022 AT 8:30 A.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 8:30 a.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member David Dominy

Council Member Tom Donaho

Council Member Joy McCormack

Members Absent:

None.

2. 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:

2.1 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.

2.2 Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of the Chief of Police.

Council adjourned into the Executive Session at 8:31 a.m.

3. RECONVENE

The City Council meeting reconvened at 10:31 a.m.

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

Mayor Vajdos read the following statement:

“The City of Spring Valley Village and Chief Loyd Evans have reached an agreement in principle under which Chief Evans will be leaving his position as the Chief of Police.

Once the terms of the separation are settled, a subsequent special council meeting will be called to approve the agreement.

We would like to thank all the residents of Spring Valley who have reached out and provided their thoughts and comments in the last few weeks.”

No action was taken.

5. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 10:33 a.m., and Council Member Dominy seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

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

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

MEETING DATE: April 26, 2022

TOPIC: **Approval of Pay Estimate No. 11 – Final Pay Application and Request for Release of Retainage for New Production Well Project, CSB No. 2019-01-01B TWDB SWIFT Project No. 51056 to W. W. Payton Corporation in the Amount of \$377,826.00.**

BACKGROUND: This is the 11th and final pay estimate to be submitted by W.W. Payton Corporation for the New Production Well Project for work completed from September 13, 2021 to December 9, 2021.

On March 26, 2019 the City of Spring Valley Village, Texas entered into a contract with W.W. Payton Corporation for construction of the New Production Well Project, Bid #2019-01-01B ("Project") in the amount of \$3,150,000.00 utilizing financing from the Texas Water Development Board ("TWDB") State Water Implementation Fund for Texas ("SWIFT") Project No. 51056 for the Construction Contract CID 01 – New Production Well, with the remainder of \$849,542.97 for the Project funded by the City.

Change Orders 1, 2, 3, 4, and 5 were issued on the Project resulting in a final total contract amount of \$3,284,350. The Final Pay Estimate received February 8, 2022 lists the total value of work completed as \$3,179,850. The detail difference is listed below:

	Extra Bid Items		Cash Allowance		Change	
	Unit B	Unit C	Unit D	Orders	Total	
Original Contract Value 03/26/2019	\$2,978,000.00	\$ 137,000.00	\$ 35,000.00			\$ 3,150,000.00
Change Order No. 1 02/25/2020				\$ 74,000.00		\$ 3,224,000.00
Change Order No. 2				\$ -		\$ 3,224,000.00
Change Order No. 3				\$ -		\$ 3,224,000.00
Change Order No. 4				\$ -		\$ 3,224,000.00
Change Order No. 5 01/25/2022				\$ 60,350.00		\$3,284,350.00
Completed	\$2,967,600.00	\$ 87,900.00	\$ -	\$124,350.00		\$ 3,179,850.00
Balance	\$ 10,400.00	\$ 49,100.00	\$ 35,000.00	\$ 10,000.00		\$ 104,500.00

Further, the difference of \$104,500 from the contract amount will result in a reduction of the amount funded by cash from \$954,042.97 to \$849,542.97.

The Project is complete, so this Pay Estimate No. 11 – Final Pay Application includes a request to release the retainage provided for in the approved contract.

RECOMMENDATION: Jonathan Howard, P.E. of WSP, City Treasurer Michelle Yi, and Assistant to the City Administrator Silvia Chiapponi have

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

reviewed this 11th and Final Pay Estimate and request to release retainage and recommend approval.

ATTACHMENTS:

- Pay Estimate No. 11 – Final Pay Application including Request for Release of Retainage

FUNDING ISSUES:

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

☒ \$328,146.00 remaining in Acct/Project # 20-60-7401

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

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

☒ \$49,680.00 from unassigned fund balance will be used and added to Acct/Project# 20-60-7401

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

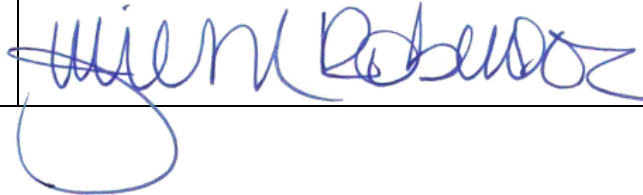
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Silvia Chiapponi, Assistant to City Administrator

CITY ADMINISTRATOR APPROVAL:





MEMO

TO: Julie Robinson, ICMA-CM, Silvia Chiapponi, and Michelle Yi,
City of Spring Valley Village

FROM: Jonathan B. Howard, P.E., WSP USA

SUBJECT: REVISED Review of W.W. Payton Corporation, Estimate No. 11 for Payment -
City of Spring Valley Village New Production Well, Project No. 2019-01-01B,
TWBD SWIFT Project No. 51056

DATE: March 18, 2022

Attached to this Memorandum are the following documents provided by W.W. Payton:

- Estimate No. 11 (Final) dated January 14, 2022
- Final Affidavit of Bills Paid
- Consent of Surety to Final Payment
- Final Waiver of Lien

Estimate No. 11 includes the work completed from September 14, 2021 through January 14, 2022 and represents the Contractor's Final Pay Estimate, including release of retainage. WSP has checked the documents attached, including the unit prices, quantities charged, and amounts listed, and recommends the estimate for payment. The notice to proceed date was 5/23/19 and the adjusted completion date is 7/09/21.

Please see below for additional project information:

ORIGINAL CONTRACT AMOUNT \$3,150,000.00

Total Value of Work Completed to 1/14/22	\$3,179,850.00
Retainage of 10%	\$0.00
Total Amount of Prior Payments	\$2,802,024.00
Amount Due this Estimate No. 11	\$377,826.00
Total Remaining Balance	\$0.00



Please contact us if you have questions or need additional information.

A handwritten signature in blue ink, appearing to be 'J. B. Howard', written over the printed name.

Jonathan B. Howard, P.E.
Director of Water and Wastewater Treatment and Conveyance

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

January 14, 2022

City of Spring Valley Village
1025 Campbell Rd
Houston, TX 77055

Attn: WSP USA - Mr. Jonathan Howard

Estimate No. 11 & FINAL
City of Spring Valley Village
New Production Well
Project No. 2019-01-01B
Payton Job No. 684
TWDB SWIFT Project No. 51056

We estimate the total amount of work done for the period ending 1/14/2022 for the above referenced project to be:

		QTY.	QTY.	QTY.	DONE		UNIT	AMOUNT
	DESCRIPTION	BID	PRIOR	THIS PERIOD	TOTAL	UNIT	PRICE	COMPLETE
UNIT B: BASE BID ITEMS								
1	Mobilization and demobilization for Water Well No. 2	1	1	0	1	LS	\$60,000.00	\$60,000.00
2	Drill, construct, test and equip Water Well No. 2						1,678,000.00	
a	Pilot hole drilled, logged and sampled	1	1	0	1	LS	375,000.00	375,000.00
b	Reaming of pilot hole and conductor casing set and cemented in place	1	1	0	1	LS	375,000.00	375,000.00
c	Underreaming the pilot hole below the conductor casing	1	1	0	1	LS	190,000.00	190,000.00
d	Production casing and screen(s) set in place	1	1	0	1	LS	350,000.00	350,000.00
e	Graveling, sterilizing, developing and testing the well.	1	1	0	1	LS	268,000.00	268,000.00
f	Furnishing the test pumping equipment & Pump Test	1	1	0	1	LS	100,000.00	100,000.00
g	Well yard clearing, grading sidewalks, surfacing, topsoil seeding and sodding	1	1	0	1	LS	20,000.00	20,000.00
3	Well Pump Equipment						235,000.00	
a	Concrete pump foundation	1	1	0	1	LS	6,000.00	6,000.00
b	Permanent Pumping Equipment & Discharge Head	1	1	0	1	LS	185,000.00	185,000.00
c	Electric Motor	1	1	0	1	LS	44,000.00	44,000.00
4	Discharge Piping manifold from Well 1 to meter run, concrete sidewalk and pipe supports, complete	1	1	0	1	LS	40,000.00	40,000.00
5	Turn Well #2 Pump 90 degrees & extra piping. In lieu of original item.	1	1	0	1	LS	30,000.00	30,000.00
6	Discharge Piping manifold from Well 2 to meter run, concrete sidewalk and pipe supports, complete	1	1	0	1	LS	40,000.00	40,000.00
7	Meter run piping and fitting and collection line to tie-in with existing piping to the ground storage tanks	1	1	0	1	LS	50,000.00	50,000.00
8	All electrical work , programming work, electrical foundation pads for Well No. 2	1	1	0	1	LS	325,000.00	325,000.00

	DESCRIPTION	QTY. BID	QTY. PRIOR	QTY. THIS PERIOD	DONE TOTAL	UNIT	UNIT PRICE	AMOUNT COMPLETE
UNIT B: BASE BID ITEMS Cont.								
9	All chlorination, ammonia, fluoride and polyphosphate system work for single injection point at the water plant	1	0.98	0.02	1	LS	295,000.00	295,000.00
10	Building foundation, two 8' X 8' FRP buildings and one 10' X 10' FRP building for chemical systems	1	1	0	1	LS	105,000.00	105,000.00
11	Concrete splash box and drain for well No. 1	1	1	0	1	LS	4,210.00	4,210.00
12	Concrete splash box and drain for well No. 2	1	1	0	1	LS	8,000.00	8,000.00
13	Asphalt apron and subgrade around Well No. 2	7850	7850	0	7850	SF	9.00	70,650.00
14-16	Add Gate operator including Electrical to existing front sliding gate. In lieu of original bid items 14, 15 & 16.	1	1	0	1	LS	16,900.00	16,900.00
17	Filter fabric fence	240	0	240	240	LF	1.00	240.00
18	Sound barrier	250	120	0	120	LF	80.00	9,600.00
Total Unit B								\$2,967,600.00
	DESCRIPTION	QTY. BID	QTY. PRIOR	QTY. THIS PERIOD	DONE TOTAL	UNIT	UNIT PRICE	AMOUNT COMPLETE
UNIT C: EXTRA BID ITEMS								
19	Spectralog, if required by the City, in the pilot hole after making and reviewing Gamma Ray Log, all complete	1	1	0	1	EA	\$1,600.00	\$1,600.00
20	Furnish and install 30-sack cement plug, if required, in the pilot hole below the selected completion depth of the well, complete	1	1	0	1	EA	6,000.00	6,000.00
21	Extra sacks of cement more than the base amount of 30 sacks in a cement plug below the selected completion depth of the well included in item 20 above	10	-	-	-	SK	25.00	-
22	Complete water - sampling operation in the pilot hole from which the City requires water samples to be taken with a base development and pumping time of 36 hours, water samples and analyses, and associated static and pumping water-level measurements and pumping rate, all complete	3	2	0	2	EA	32,200.00	64,400.00
23	Pilot hole, as required, other than the 1,300-foot base depth for well in item 2	50	-	-	-	LF	60.00	-
24	Abandonment, if required, of pilot hole included in item 2	1				EA	105,000.00	-
25	20-inch diameter surface casing, as required, cemented in place other than the 730-foot base depth for the well in item 2	10	-5	0	-5	LF	180.00	-900.00
26	14-inch diameter blank production casing, as required, in place other than the 320-foot base length for the well in item 2	10	-87	0	-87	LF	100.00	-8,700.00

	DESCRIPTION	QTY. BID	QTY. PRIOR	QTY. THIS PERIOD	DONE TOTAL	UNIT	UNIT PRICE	AMOUNT COMPLETE
UNIT C: EXTRA BID ITEMS Cont.								
27	14-inch diameter stainless steel screen wrapped on mild steel pipe, as required in place other than the 230-foot base length for the well in item 2	15	102	0	102	LF	250.00	25,500.00
28	20-foot length of pump column assembly, air-line, and one 1 1/4-inch schedule 40 PVC tube in place complete, if required, other than the 520-foot base length for the pump in item 3	4				EA	2,500.00	-
29	Intermediate stage of bowl assembly (cast iron) added to the pump, as quoted in item 3, if required, and as shown in the pump data submittals for present conditions	2				EA	2,000.00	-
30	Intermediate stage of bowl assembly (ductile iron) added to the pump, as quoted in item 3, if required, and as shown in the pump data submittals for present conditions	2				EA	2,250.00	-
31	One-hour of pumping or water level recovery time, if required, other than 36 hours for a complete water sampling operation given in item 22	20				HR	\$75.00	-
32	One-hour of pumping test time, if required, other than 96 hours given for the well in Item 2.	10				HR	300.00	-
Total Unit C:								\$87,900.00
UNIT D: CASH ALLOWANCE								
1	CenterPoint Energy Allowance for Electrical Service for Well 2	1					\$35,000.00	not used
Total Unit D:								\$0.00
UNIT E: CHANGE ORDER								
1	Concrete Masonry Unit (CMU) Building	1	1	0	1	LS	64,000.00	64,000.00
1a	Contingency-Concrete Masonry Unit (CMU) Building	1				LS	10,000.00	not used
2	Increased the Contract Time by 279 days							-
3	Increased the Contract Time by 100 days							-
4	Increased the Contract Time by 19 days							-
5	additional 6,150 SF of Asphalt Paving & additional disinfection equipment	1				LS	60,350.00	60,350.00
Total Unit E:								\$124,350.00

NOTE: This breakdown is approximate and intended only for the purpose of preparing monthly pay estimates

	Original Contract Amount	Original Contract Amount w/ C.O.	Actual Contract Amount Billed
Unit B: Base Bid Items (1-18)	\$2,978,000.00	\$2,978,000.00	\$2,967,600.00
Unit C: Extra Bid Items (19-32)	\$137,000.00	\$137,000.00	\$87,900.00
Unit D: Cash allowance (1)	\$35,000.00	\$35,000.00	NOT USED
Unit E: Change Order (1-5)		\$134,350.00	\$124,350.00
Total Amount:	\$3,150,000.00	\$3,284,350.00	\$3,179,850.00

WORK DONE TO DATE				
Unit B: Base Bid Items (1-18)		:		\$2,967,600.00
Unit C: Extra Bid Items (19-32)		:		\$87,900.00
Unit D: Cash allowance (1)		:		\$0.00
Unit E: Change Order (1-5)		:		\$124,350.00
Total Amount Done to Date		:		\$3,179,850.00
Less Retainage	10%	:		\$317,985.00
Difference		:		\$2,861,865.00
Add Retainage for Final Payment		:		\$317,985.00
Less Previous Estimate		:		\$2,802,024.00
TOTAL AMOUNT DUE THIS ESTIMATE				\$377,826.00

Sincerely,

Kimberly Campbell

APPROVED FOR PAYMENT
City of Spring Valley Village

BY:

DATE:

PLEASE RETURN ONE (1) APPROVED COPY FOR OUR FILES

FINAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF WALLER

The undersigned contracted with City of Spring Valley Village to furnish New Production Well in connection with certain improvements to real property located in Harris County, Texas, and owned by City of Spring Valley Village which Improvements are described as follows:

City of Spring Valley Village New Production Well Project

BID Job No. 2019-01-01B

In consideration of Pay Estimate No. 11 & FINAL in the amount of Three Hundred Seventy Seven Thousand Eight Hundred Twenty Six and 00/100 DOLLARS (\$377,826.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above-mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such Improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

W. W. Payton Corporation

By: Wesley W. Payton

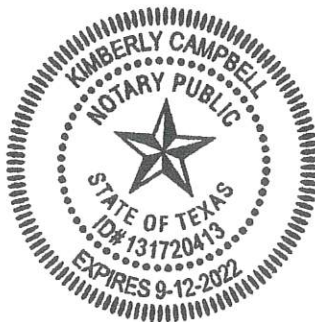
Wesley W. Payton - President

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18th day of January, 2022, to certify which witness my hand and seal of office.

Kimberly Campbell

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:
9-12-2022



AFFIDAVIT OF BILLS PAID

**THE STATE OF TEXAS
COUNTY OF WALLER**

Wesley W. Payton, being first duly sworn that he is President of W. W. Payton Corporation, of Waller County, Texas hereinafter called "Company" and That said company has performed work and/or furnished material for City of Spring Valley Village hereafter called "Owner", pursuant to a contract, dated March 26th, 2019 (hereinafter called "Contract") for the construction of:

City of Spring Valley Village
City of Spring Valley Village New Production Well Project
BID Job No. 2019-01-01B

That all just and lawful invoices against the company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner, and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities, and

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

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

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

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

ATTEST:

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

**THE STATE OF TEXAS
COUNTY OF WALLER**

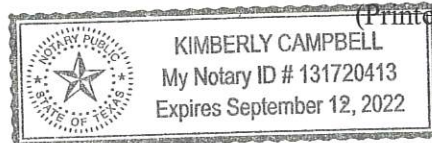
Before me, the undersigned authority, on this day personally appeared Wesley W. Payton the President of W. W. Payton Corporation a Texas corporation, known to me to be the person and office whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 18TH day of January, 2022.

Commission Expires: 9-12-2022

[Signature]
Notary Public in and for
State of Texas

Kimberly Campbell
(Printed Name of Notary)



Bond No.: 46BCSIA4586

CONSENT OF SURETY TO FINAL PAYMENT

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER: City of Spring Valley Village
(Name and address) 1025 Campbell Road
Houston, Texas 77055

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
General Construction

PROJECT: City of Spring Valley Village New
(Name and address) Production Well

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
3000 Internet Blvd., #600
Frisco, Texas 75034

, SURETY,

on bond of
(Insert name and address of Contractor)

W.W. Payton Corporation
P.O. Box 1056
Katy, Texas 77492-1056

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 18, 2022
(Insert in writing the month followed by the numeric date and year)


Attest: Kourtney Reese, Witness

Hartford Fire Insurance Company

(Surety)


(Signature of authorized representative)

Gloria Villa, Attorney-in-Fact

(Printed name and title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 46-505987

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Roxanne G. Brune, Sharen Groppell, Francine Hay, Beverly A. Ireland, Edward L. Moore, Kurt A. Risk, James W. Tomforde, Gloria Villa of Houston TX, C.W. Adams, Sharon Cavanaugh of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission 1111 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 18, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

W.W. PAYTON CORPORATION
GENERAL CONTRACTOR SERVING TEXAS
P.O. BOX 1056 KATY, TEXAS 77492-1056
(281) 371-7068 / FAX (281) 371-7069
CITY OF SPRING VALLEY VILLAGE
NEW PRODUCTION WELL
PROJECT NO. 2019-01-01B

PAY APPLICATION No.: 11 & FINAL

REPORTING PERIOD: 09/13/2021 – 01/14/2022

SUBCONTRACTOR AND WORK PERFORMED DURING THIS PERIOD:

Subcontractor – JCS

Brief Description of work done: CHEMICAL

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

MEETING DATE: April 26, 2022

TOPIC: Resolution No. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ACCEPTING THE COMPLETED NEW PRODUCTION WELL PROJECT, BID #2019-01-01B, TEXAS WATER DEVELOPMENT BOARD STATE WATER IMPLEMENTATION FUND FOR TEXAS PROJECT NO. 51056 FOR THE CONSTRUCTION CONTRACT CID 01 – NEW PRODUCTION WELL PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: The City of Spring Valley Village entered into a contract (Bid #2019-01-01B) with W.W. Payton Corporation for the New Production Well Project (“the Project”) on March 26, 2019. Substantial Completion for the Project was issued on July 19, 2021, and the Well was started up and began providing beneficial use to the City on October 6, 2021. The final inspection meeting with representatives from the project Engineer, Contractors, City, and TWDB occurred on December 9, 2021.

All of the final punch list items have been addressed and the Project is complete. This Resolution issues final acceptance of the Project by the City in compliance with the general conditions of the Contract.

RECOMMENDATION: Jonathan Howard, P.E. of WSP USA and City staff recommend approval of the Resolution.

ATTACHMENTS: • Resolution No. 22-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
Silvia Chiapponi, Assistant to City Administrator

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NUMBER 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ACCEPTING THE COMPLETED NEW PRODUCTION WELL PROJECT, BID #2019-01-01B, TEXAS WATER DEVELOPMENT BOARD STATE WATER IMPLEMENTATION FUND FOR TEXAS PROJECT NO. 51056 FOR THE CONSTRUCTION CONTRACT CID 01 – NEW PRODUCTION WELL PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 26, 2019 the City of Spring Valley Village, Texas entered into a contract with W.W. Payton Corporation for construction of the New Production Well Project, Bid #2019-01-01B (“Project”) in the amount of \$3,150,000.00 utilizing financing from the Texas Water Development Board (“TWDB”) State Water Implementation Fund for Texas (“SWIFT”) Project No. 51056 for the Construction Contract CID 01 – New Production Well, with the remainder of \$849,542.97 for the Project funded by the City; and

WHEREAS, on July 19, 2021, Substantial Completion for the Project was issued by the City, and, in accordance with the General Conditions of Construction Contract for Bid #2019-01-01B, the warranty period began upon the issuance of Substantial Completion; and

WHEREAS, the final inspection with representatives from the Project Engineer, Contractors, City, and TWDB occurred on December 9, 2021, and all punch list items have been completed; and

WHEREAS, the City Council is of the opinion that the Project should be accepted and that the Mayor should be authorized to execute any and all documents necessary to effectuate the acceptance of the Project 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 Project is hereby accepted by the City Council of the City of Spring Valley Village, Texas.

Section 3. The Mayor is hereby authorized to take all such actions and to execute any and all documents necessary to effectuate such acceptance, for and on behalf of the City.

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2022.

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 26, 2022

TOPIC:	Approval of Pay Estimate No. 11 for Loeser, Traweek, Lone Star, West Tex Pavement & Utility Improvements Project (CSB #2020-11-101) to Conrad Construction Co., LTD. In the Amount of \$ 146,349.18
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BACKGROUND:	This is the 11 th pay estimate to be submitted by Conrad Construction Co., LTD. for the Loeser, Traweek, Lone Star, West Tex Pavement & Utility Improvements Project (CSB #2020-11-101) for work completed on the Project from March 1-31, 2022.
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RECOMMENDATION:	IDS Engineer Project Manager Coy P. Custer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 11 and recommend approval.
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ATTACHMENTS:	• Pay Estimate No. 11 Submitted By Conrad Construction Co., LTD.
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #25-50-7517 ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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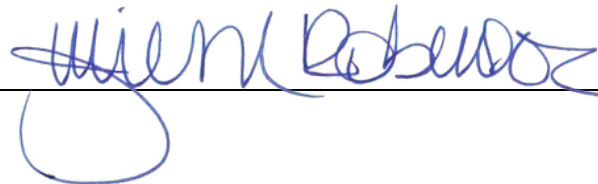
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Silvia Chiapponi, Assistant to City Administrator

CITY ADMINISTRATOR APPROVAL:





April 07, 2021

Spring Valley Village
1025 Campbell Road
Houston, TX 77055

Attention: Ms. Silvia Chiapponi

Reference: Paving and Utility Improvements to Serve Lone Star Dr, Loeser Dr, Traweek Dr, West
Tex Dr and Lariat Dr
CSB #2021-11-101; IDS Project No. 2316-001-00

Dear Ms. Chiapponi:

Enclosed is an Application and Certificate for Payment No. 11 for the above referenced project for the period of March 1, 2022, to March 31, 2022. As itemized in this estimate, we recommend payment to Conrad Construction Co., Ltd in the amount of \$146,349.18 at this time.

As of March 31, 2022, the project was approximately 94.5% complete of the contract sum to date. A qualified project representative was assigned to the project to observe the work as it was being performed. To the best of my knowledge, all work has been performed in accordance with the construction plans and contract specifications.

1	Original Contract Amount	\$ 2,837,491.00
2	Total Change Orders	\$ 290,443.24
3	Total Current Contract Amount	\$ 3,127,934.24
4	Construction Materials Testing to Date	\$ 58,967.00
5	Payment to Centerpoint	\$ -
6	Total Value of Work Completed to Date	\$ 2,955,083.55
7	Total Materials Stored to Date	\$ -
8	Total Completed & Stored to Date	\$ 2,955,083.55
9	Retainage (10%)	\$ 295,508.36
10	Total Completed, Less Retainage	\$ 2,659,575.19
11	Total Amount of Prior Payments	\$ 2,513,226.01
12	Current Due Amount	\$ 146,349.18
13	Total Balance Remaining (Including Retainage)	\$ 172,850.69
14	Notice to Proceed Date	17-May-21
15	Project Estimated Completion Date	22-Apr-22
16	Percentage Complete of the Contract Sum	94.5%

Ms. Silvia Chiapponi
City of Spring Valley Village
April 7, 2022
Page 2 of 2

Sincerely,



Coy P. Custer, P.E., ENV SP
Project Manager

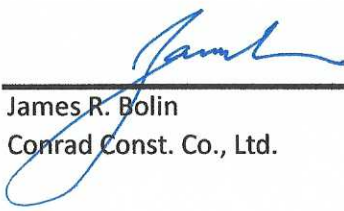
Attachments

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

Project: Lone Star Dr., Loeser Dr., et al , Project No. 2020-11-101

Pay Application No.	11	Work To Date:	\$ 2,955,083.55
Application Period	3-1-22 thru 3-31-22		
Original Contract Amount	\$ 2,837,491.00	Remaining Work	\$ 172,850.69
Revised Contract Amount	\$ 3,127,934.24		
Notice To Proceed	5/17/2021		

Total Work To Date:	\$ 2,955,083.55
Materials Stored to Date	\$ -
Total Work To Date & Stored Materials	\$ 2,955,083.55
Retainage (10%)	\$ 295,508.36
Total Work Complete, Less Retainage	\$ 2,659,575.19
Less Previous Payments	\$ 2,513,226.01
Total Due This Application	\$ 146,349.18


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

Coy P. Custer, P.E., ENV SP
Engineer - IDS Engineering Group

Silvia Chiapponi
Assistant to City Administrator
City of Spring Valley Village

CONTRACTOR'S AFFIDAVIT OF BILLS PAID/LIEN RELEASE

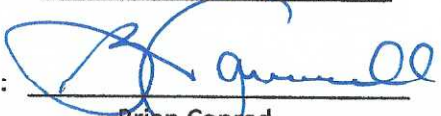
OWNER: City of Spring Valley Village

PROJECT: Lone Star Dr., et al – Paving & Utilities, Bid No. 2020-11-101

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 3.1.22 through 3.31.22 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 4.1.22.

Firm: Conrad Construction Co., Ltd.

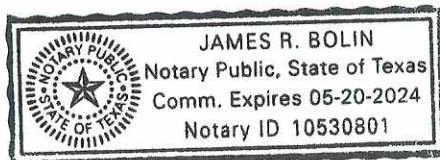
By : 

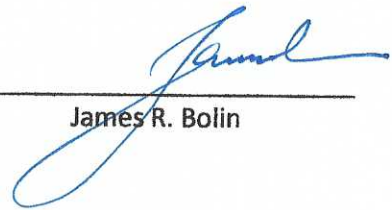
Brian Conrad

Date : 4.6.22

Title : Vice President

Signed and sworn to before me a Notary Public in and for Harris County, Texas this 6th day of April, 2022.




James R. Bolin

Lone Star Drive, et al – Project No. 2020-11-101

Conrad Construction Co., Ltd.

Pay Application No.: 11

Reporting Period: 3.1.22 thru 3.31.22

Subcontractor and Work Performed During This Period

South Point Surveying	- Construction Staking
Highway 1, LLC	- Traffic Control maintenance
Gessner Engineering	- Construction materials Testing
P.A. Barros Trucking	- Trucking Services
Reliable Signal & Lighting Solutions	- Electrical / Lighting Conduit

INVOICE

Invoice Date: 03/29/2022

Invoice No: 22-3-000065



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Page 1 of 2

Client Address: Conrad Construction Co., LTD
Brian Conrad, Vice President
PO Box 841134

Houston, TX. 77284 USA

Cust No: 215422

Project No: 21-0576-02

Project Desc.: Spring Valley Village #2
Lone Star Dr, Loeser Dr, Traweek Dr, W Tex Dr
and Lariat Drive

===== Invoice Summary by Billing Code =====

	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
E-001 - In-Place Nuclear Density (ASTM D6938)	\$20.00	4.00	\$80.00
E-002 - Atterberg Limits (ASTM D4318)	\$75.00	4.00	\$300.00
E-028 - Field Lime Gradation	\$35.00	4.00	\$140.00
E-032 - Round Trip Travel Fee, per hour	\$60.00	7.50	\$450.00
L-002 - CMT Project Manager	\$100.00	2.25	\$225.00
L-011 - Technician	\$52.00	8.25	\$429.00
Total for this Invoice:			\$1,624.00

===== Invoice Detail by Report =====

<u>Lab No.</u>	<u>Sampled</u>	<u>Qty</u>	<u>Billing Code</u>	<u>Unit Type</u>	<u>Unit Rate</u>	<u>Extension</u>
15944	03/10/2022	1.00	E-028 - Field Lime Gradation	ea	\$35.00	\$35.00
15944	03/10/2022	2.50	E-032 - Round Trip Travel Fee, per hour	hr	\$60.00	\$150.00
15944	03/10/2022	1.00	L-011 - Technician	hr	\$52.00	\$52.00
Lab Number 15944 for a Subtotal of:						\$237.00
15944-1	03/10/2022	1.00	E-002 - Atterberg Limits (ASTM D4318)	ea	\$75.00	\$75.00
15944-1	03/10/2022	0.25	L-002 - CMT Project Manager	hr	\$100.00	\$25.00
Lab Number 15944-1 for a Subtotal of:						\$100.00
15944-2	03/10/2022	1.00	E-001 - In-Place Nuclear Density (ASTM D6938)	ea	\$20.00	\$20.00
15944-2	03/10/2022	0.50	L-002 - CMT Project Manager	hr	\$100.00	\$50.00
15944-2	03/10/2022	1.25	L-011 - Technician	hr	\$52.00	\$65.00
Lab Number 15944-2 for a Subtotal of:						\$135.00
15959	03/11/2022	2.00	E-028 - Field Lime Gradation	ea	\$35.00	\$70.00
15959	03/11/2022	2.50	E-032 - Round Trip Travel Fee, per hour	hr	\$60.00	\$150.00

REMIT TO: 401 West 26th Street, Suite 3
Bryan, Texas 77803
1-877-GESSNER
ar@gessnereng.com

Due Upon Receipt
Late payments are subject to 18%
annual finance charges. Unpaid
invoices will be sent to collection.

We accept EFT's with no fee and Credit Card Payments with a 3% Convenience Fee
<https://www.gessnerengineering.com/invoice/>

INVOICE

Invoice Date: 03/29/2022

Invoice No: 22-3-000065



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ENGINEERING

Page 2 of 2

===== Invoice Detail by Report =====

Lab No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
15959	03/11/2022	1.25	L-011 - Technician	hr	\$52.00	\$65.00
Lab Number 15959 for a Subtotal of:						\$285.00
15959-1	03/11/2022	2.00	E-002 - Atterberg Limits (ASTM D4318)	ea	\$75.00	\$150.00
15959-1	03/11/2022	0.50	L-002 - CMT Project Manager	hr	\$100.00	\$50.00
Lab Number 15959-1 for a Subtotal of:						\$200.00
15959-2	03/11/2022	2.00	E-001 - In-Place Nuclear Density (ASTM D6938)	ea	\$20.00	\$40.00
15959-2	03/11/2022	0.50	L-002 - CMT Project Manager	hr	\$100.00	\$50.00
15959-2	03/11/2022	2.00	L-011 - Technician	hr	\$52.00	\$104.00
Lab Number 15959-2 for a Subtotal of:						\$194.00
16094	03/25/2022	1.00	E-028 - Field Lime Gradation	ea	\$35.00	\$35.00
16094	03/25/2022	2.50	E-032 - Round Trip Travel Fee, per hour	hr	\$60.00	\$150.00
16094	03/25/2022	1.00	L-011 - Technician	hr	\$52.00	\$52.00
Lab Number 16094 for a Subtotal of:						\$237.00
16094-1	03/25/2022	1.00	E-002 - Atterberg Limits (ASTM D4318)	ea	\$75.00	\$75.00
16094-1	03/25/2022	0.25	L-002 - CMT Project Manager	hr	\$100.00	\$25.00
Lab Number 16094-1 for a Subtotal of:						\$100.00
16094-2	03/25/2022	1.00	E-001 - In-Place Nuclear Density (ASTM D6938)	ea	\$20.00	\$20.00
16094-2	03/25/2022	0.25	L-002 - CMT Project Manager	hr	\$100.00	\$25.00
16094-2	03/25/2022	1.75	L-011 - Technician	hr	\$52.00	\$91.00
Lab Number 16094-2 for a Subtotal of:						\$136.00
Total for this Invoice:						\$1,624.00

RIC _____ VENDOR _____
CARLOS _____ JOB 200330
BRIAN _____ GL _____
DON _____ VOUCHER _____

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Bryan, Texas 77803
1-877-GESSNER
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<https://www.gessnerengineering.com/invoice/>

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: COY P. CUSTER, P.E. - PROJECT MANAGER
REF: LONE STAR DR., ET AL - PAVING & UTILITIES
PROJ #: BID NO. 2020-11-101 , CC# 20/0330
DATE: 3/31/2022

PAY APPLICATION # : 11

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%	\$ 80,000.00	\$ 80,000.00
2. TRAFFIC CONTROL & REGULATION	1.00	LS	0.04	0.96	1.00	100%	\$ 50,000.00	\$ 50,000.00
3. FLAGMAN	1.00	LS	0.05	0.95	1.00	100%	\$ 7,500.00	\$ 7,500.00
4. ELECTRONIC MESSAGE BOARD [3] [5]	0.00	MO			0.00	####	\$ 1,250.00	\$ -
5. TREE PROTECTION PLAN	1.00	LS	0.04	0.96	1.00	100%	\$ 30,000.00	\$ 30,000.00
6. TREE REMOVAL (0" TO 11.99" DIA.)	4.00	EA		3.00	3.00	75%	\$ 750.00	\$ 2,250.00
7. TREE REMOVAL (12" TO 29.99" DIA.)	2.00	EA		2.00	2.00	100%	\$ 1,250.00	\$ 2,500.00
8. TREE REMOVAL (30" TO 45" DIA.)	1.00	EA			0.00	0%	\$ 2,000.00	\$ -
9. FLEXIBLE BASE COURSE FOR TEMP. DRIVEWAYS	56.00	EA		56.00	56.00	100%	\$ 500.00	\$ 28,000.00
10. 8" TEMPORARY ASPHALT PAVING TYPE "B" BLACK BASE [4] [5] [7]	1839.72	SY		1839.72	1839.72	100%	\$ 50.00	\$ 91,986.00
11. REMOVE & DISPOSE PIPE CULVERT, SEWERS AND SEWER LEADS (ALL SIZES) [6] [7]	2554.00	LF	36.00	2404.00	2440.00	96%	\$ 12.00	\$ 29,280.00
12. REMOVE & DISPOSE OF EXISTING CURB INLETS	2.00	EA	2.00		2.00	100%	\$ 750.00	\$ 1,500.00
13. REMOVE & DISPOSE OF EXISTING STORM MANHOLES, ALL DEPTHS	2.00	EA	1.00	1.00	2.00	100%	\$ 750.00	\$ 1,500.00
14. REMOVE & DISPOSE OF EXISTING SAFETY END TREATMENTS (SETs)	6.00	EA		6.00	6.00	100%	\$ 400.00	\$ 2,400.00
15. REMOVE & DISPOSE OF WATER LINES AND WATER SERVICE LINES	60.00	LF	60.00		60.00	100%	\$ 20.00	\$ 1,200.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
16. REMOVE & DISPOSE EXISTING ASPH. SURFACE & BASE MATERIAL INCLUDING OLD ASPHALTIC DRIVEWAYS, (ALL DPTH	10014.00	SY	688.00	9176.90	9864.90	99%	\$ 5.00	\$ 49,324.50
17. REMOVE & DISPOSE OF CONCRETE PAVEMENT, (ALL THICKNESS)	220.00	SY		185.52	185.52	84%	\$ 10.00	\$ 1,855.20
18. REMOVE & DISPOSE OF CONCRETE DRIVEWAYS & SIDEWALKS (ALL THK.)	1896.00	SY	496.08	1095.69	1591.77	84%	\$ 7.00	\$ 11,142.39
19. ABANDON MANHOLES, ALL SIZES & DEPTHS	7.00	EA		7.00	7.00	100%	\$ 1,250.00	\$ 8,750.00
20. ABANDON & GROUT FILL 10" DIA. SANITARY SEWER	1720.00	LF		1641.00	1641.00	95%	\$ 7.00	\$ 11,487.00
21. TRENCH SAFETY SYSTEM (5' TO 10')	5822.00	LF	1663.50	4158.50	5822.00	100%	\$ 1.00	\$ 5,822.00
PAVING ITEMS								
22. STORAGE & RELOCATION OF PERMANENT SIGNS (SIGNS, POLES, ANCHORS AND HARDWARE PROVIDED BY CONTRACTOR	6.00	EA	1.00	5.00	6.00	100%	\$ 400.00	\$ 2,400.00
23. ROADWAY EXCAVATION WITH OR WITHOUT BASE INCLUDING LEGAL DISPOSAL & TRANSPORT OF WASTE MATERIAL [5]	7411.00	CY	535.00	6600.41	7135.41	96%	\$ 15.00	\$ 107,031.15
24. LIME (6% BY DRY WEIGHT)	255.00	TON	22.83	179.80	202.63	79%	\$ 195.00	\$ 39,512.85
25. LIME TREATED SUBGRADE (8")	11770.00	SY	720.45	11049.55	11770.00	100%	\$ 4.00	\$ 47,080.00
26. REINFORCED CONCRETE PAVEMENT (6")	10961.00	SY	1151.90	9761.06	10912.96	100%	\$ 57.00	\$ 622,038.72
27. HIGH EARLY STRENGTH REINFORCED CONCRETE PAVEMENT (6") [7]	232.71	SY		232.71	232.71	100%	\$ 65.00	\$ 15,126.15
28. FULL DEPTH SAW CUT [7]	180.50	LF		180.50	180.50	100%	\$ 14.00	\$ 2,527.00
29. REINFORCED CONCRETE DRIVEWAY PAVEMENT (6")	14578.00	SF	4625.90	9952.10	14578.00	100%	\$ 8.00	\$ 116,624.00
30. RAISED REFLECTIVE PAVEMENT MARKERS (DOUBLE-SIDED)(TY II-C-R) (BLUE) AT FIRE HYDRANT LOCATIONS	6.00	EA			0.00	0%	\$ 50.00	\$ -
31. THERMOPLASTIC PAVEMENT MARKINGS (24" WIDE, TYPE I, SOLID, WHITE)	68.00	LF			0.00	0%	\$ 25.00	\$ -

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
32. CONCRETE CURB (6")	5818.00	LF	868.00	4852.00	5720.00	98%	\$ 3.00	\$ 17,160.00
33. CONCRETE PAVING HEADER	140.00	LF		28.50	28.50	20%	\$ 12.00	\$ 342.00
34. REINFORCED CONCRETE SIDEWALK (4-1/2") [5] [6] [7]	755.68	SF		505.68	505.68	67%	\$ 12.00	\$ 6,068.16
35. PIPE BOLLARD	20.00	EA			0.00	0%	\$ 400.00	\$ -
STORM SEWER ITEMS								
36. TYPE C MANHOLE FOR 42" DIAMETER AND SMALLER SEWERS	23.00	EA	1.00	21.00	22.00	96%	\$ 3,550.00	\$ 78,100.00
37. TYPE C CONFLICT MANHOLE FOR 42" DIAMETER AND SMALLER SEWERS	1.00	EA		1.00	1.00	100%	\$ 5,800.00	\$ 5,800.00
38. 24" DIA. RCP STORM SEWER BY OPEN CUT [7]	2054.00	LF		2053.50	2053.50	100%	\$ 120.00	\$ 246,420.00
39. 30" DIA. RCP STORM SEWER BY OPEN CUT [6]	306.00	LF		306.00	306.00	100%	\$ 150.00	\$ 45,900.00
40. 36" DIA. RCP STORM SEWER BY OPEN CUT [4]	184.00	LF		184.00	184.00	100%	\$ 170.00	\$ 31,280.00
41. YARD DRAINAGE REPAIR, INCL. SCH. 40 PVC, CURB DRAINAGE OUTLET AND CURB REPAIR [6] [7]	122.00	EA	8.00	100.00	108.00	89%	\$ 500.00	\$ 54,000.00
42. REPAIR STORM INLET SIDE WALL	6.00	EA		6.00	6.00	100%	\$ 1,200.00	\$ 7,200.00
43. TYPE B-B INLET	27.00	EA		25.00	25.00	93%	\$ 3,450.00	\$ 86,250.00
WASTEWATER ITEMS								
44. ADJUST MANHOLE TO FINISHED GRADE	4.00	EA	1.00	3.00	4.00	100%	\$ 1,000.00	\$ 4,000.00
45. TYPE C MANHOLE FOR 42" DIAMETER AND SMALLER SEWERS	11.00	EA		11.00	11.00	100%	\$ 3,250.00	\$ 35,750.00
46. TYPE C ECCENTRIC MANHOLE TOP	1.00	EA		1.00	1.00	100%	\$ 1,850.00	\$ 1,850.00
47. 10" DIAMETER SANITARY SEWER BY OPEN CUT (PVC) [3] [6]	1660.00	LF		1655.00	1655.00	100%	\$ 130.00	\$ 215,150.00
48. SANITARY SEWER SERVICE STUB OR RECONNECTION WITHOUT STACK [7]	54.00	EA		54.00	54.00	100%	\$ 1,000.00	\$ 54,000.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
49. 6" DIAMETER SANITARY SEWER SERVICE LINES [7]	1543.00	LF		1543.00	1543.00	100%	\$ 22.50	\$ 34,717.50
WATER ITEMS								
50. 8" DIAMETER WATER LINE BY OPEN-CUT WITH RESTRAINED JOINTS	2099.00	LF		2059.00	2059.00	98%	\$ 88.00	\$ 181,192.00
51. 6" DIAMETER WATER LINE BY OPEN-CUT WITH RESTRAINED JOINTS	153.00	LF		153.00	153.00	100%	\$ 70.00	\$ 10,710.00
52. 8" DIAMETER WATER LINE BY TRENCH-LESS CONSTRUCTION WITH RESTRAINED JOINTS	674.00	LF		659.00	659.00	98%	\$ 88.00	\$ 57,992.00
53. 3/4" TO 1" DIAMETER WATER TAPS AND COPPER SERVICE LINE, SHORT SIDE	49.00	EA		49.00	49.00	100%	\$ 950.00	\$ 46,550.00
54. 1-1/2" TO 2" DIAMETER WATER TAPS AND COPPER SERVICE LINE WITH 1" WYE LONG SIDE	24.00	EA		24.00	24.00	100%	\$ 2,500.00	\$ 60,000.00
55. 1" DOUBLE METER BOX	51.00	EA		51.00	51.00	100%	\$ 300.00	\$ 15,300.00
56. 8" DIAMETER WET CONNECTION [4]	4.00	EA		4.00	4.00	100%	\$ 4,400.00	\$ 17,600.00
57. CUT, PLUG AND ABANDON EXISTING 6" DIAMETER WATER LINE	1.00	EA		1.00	1.00	100%	\$ 1,200.00	\$ 1,200.00
58. CUT, PLIG AND ABANDON EXISTING 8" WATER LINE	3.00	EA		3.00	3.00	100%	\$ 1,250.00	\$ 3,750.00
59. 6" DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35.00	LF		35.00	35.00	100%	\$ 55.00	\$ 1,925.00
60. REMOVE & SALVAGE EXISTING FIRE HYDRANT	3.00	EA		3.00	3.00	100%	\$ 500.00	\$ 1,500.00
61. FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6" DIA. GATE VALVE AND BOX	5.00	EA		5.00	5.00	100%	\$ 6,250.00	\$ 31,250.00
62. FIRE HYDRANY ASSEMBLY, BACK-TAP WITH 8"X 6" TS&V	1.00	EA		1.00	1.00	100%	\$ 15,500.00	\$ 15,500.00
63. STORZ PUMPER CONNECTION (FURNISH ONLY)	6.00	EA		6.00	6.00	100%	\$ 450.00	\$ 2,700.00
64. 2" DIA. BLOW-OFF VALVE W/ BOX	1.00	EA		1.00	1.00	100%	\$ 2,700.00	\$ 2,700.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
65. 8"X 8" TS&V [5]	2.00	EA		2.00	2.00	100%	\$ 11,000.00	\$ 22,000.00
SWPPP								
66. IMPLEMENTATION OF SWPPP INCLUDING MAINTENANCE, PERMITTING, INSPECTIONS, AND REPORTING FOR ALL POLLUTION PREVENTION MEASURES AS SHOWN ON THE PLANS, COPY OF NOI, CERTIFICATE OF MAILING AND PROOF OF PAYMENT	1.00	LS		0.87	0.87	87%	\$ 2,500.00	\$ 2,175.00
67. INLET PROTECTION BARRIER (STG.I)	29.00	EA	2.00	27.00	29.00	100%	\$ 75.00	\$ 2,175.00
68. INLET PROTECTION BARRIER (STG.II)	30.00	EA	3.00	27.00	30.00	100%	\$ 75.00	\$ 2,250.00
69. REINFORCED FILTER FABRIC BARRIER [3]	337.00	LF		96.00	96.00	28%	\$ 1.50	\$ 144.00
70. SODDING DISTURBED AREAS BETWEEN BACK OF CURB AND ROW (ST. AUGUSTINE OR ZOYSIA - VARIOUS WIDTHS)	15463.00	SY	3000.00	5300.00	8300.00	54%	\$ 5.00	\$ 41,500.00
STREET LIGHT ITEM								
71. STREET LIGHT CONDUIT, INCLUDING INSTALLATION OF PULL BOXES AND WARNING TAPE. PULL BOXES AND WARNING TAPE TO BE FURNISHED BY CENTERPOINT ENERGY	2693.00	LF			0.00	0%	\$ 18.00	\$ -
IRRIGATION SYSTEMS								
72. FURNISH & INSTALL AN AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM INCL. PIPING, VALVES, SPRINKLERS, ACCESSORIES CONTROLS, AND WIRING ADJACENT TO TRAWEEK DRIVE AND LARIAT DRIVE PER IRRIGATION PLAN	1.00	LS			0.00	0%	\$ 22,000.00	\$ -
73. RELOCATE, REPLACE AND REPAIR PRIVATE IRRIGATION SYSTEMS LOCATED WITHIN THE ROW FOR EACH PARCEL DISTURBED	53.00	EA		49.00	49.00	92%	\$ 500.00	\$ 24,500.00
CASH ALLOWANCE								
74. FURNISH CONSTRUCTION MATERIALS TESTING IN ACCORD. WITH PLANS AND SPECS. [1] [5] [7]	1.00	CA	0.0270	0.9520	0.9790	98%	\$ 60,235.00	\$ 58,967.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
75. CENTERPOINT STREET LIGHT ALLOWANCE STREET LIGHT AND POLE ASSEMBLY [7]	0.00	CA			0.00	####	\$ 50,000.00	\$ -
CHANGE ORDERS AND WCDS								
CO 2 - LOWER FIRE LINE TO HYDRANT ON LARIAT DUE TO STM. SWR. CONFLICT	1.00	LS		1.00	1.00	100%	\$ 8,953.04	\$ 8,953.04
CO 2 - RELOCATE FIRE HYDRANT TO PROPERTY LINE AT 1102 LONE STAR	1.00	LS		1.00	1.00	100%	\$ 2,300.00	\$ 2,300.00
CO 5 - MODIFIED TYPE A INLETS AT WEST END OF WEST TEX DRIVE	2.00	EA		2.00	2.00	100%	\$ 3,034.85	\$ 6,069.70
CO 6 - 16" WATER LINE OFFSET (RFP 5)	1.00	LS		1.00	1.00	100%	\$ 25,885.10	\$ 25,885.10
CO 6 - 8" WATER LINE OFFSET (RFP 6)	1.00	LS		1.00	1.00	100%	\$ 15,471.09	\$ 15,471.09
TOTAL WORK TO DATE								\$ 2,955,083.55

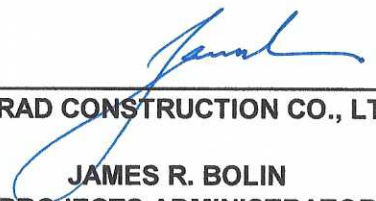
CONTRACT TIME: 340 CALENDAR DAYS (2)(5)(6)

CONTRACT DATE: 12/15/2020

WORK ORDER DATE: 5/17/2021

CONTRACT AMOUNT:	\$ 2,837,491.00
CHANGE ORDER: (1-7)	\$ 290,443.24
REVISED CONTRACT AMOUNT:	\$ 3,127,934.24
TOTAL WORK TO DATE:	\$ 2,955,083.55
MATERIALS ON SITE:	\$ -
TOTAL:	\$ 2,955,083.55
LESS RETAINAGE: (10%)	\$ 295,508.36
LESS PREVIOUS PAYMENTS	\$ 2,513,226.01
AMOUNT DUE FOR PAYMENT:	\$ 146,349.18

AMOUNT EARNED THIS PERIOD	\$ 162,610.21
LESS RETAINAGE THIS PERIOD	\$ 16,261.03
AMOUNT DUE THIS PERIOD	\$ 146,349.18

APPROVAL: 
 CONRAD CONSTRUCTION CO., LTD.
 JAMES R. BOLIN
 PROJECTS ADMINISTRATOR

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

MEETING DATE: April 26, 2022

TOPIC: Resolution No. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR THE GROUND STORAGE TANK #2 REPLACEMENT PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CHANGE ORDER NUMBER 2; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: The City of Spring Valley Village entered into a contract (Bid #2021-005-101) with W.W. Payton Corporation for the Ground Storage Tank #2 Replacement Project on July 27, 2021.

As result of the TCEQ investigation conducted on December 7, 2021, the City received a TCEQ Exit Interview Form detailing a number of potential violations required to be addressed. In order to meet TCEQ requirements, the City requested W.W. Payton to complete the following additional items:

1) Remove and replace 1ea. OS&Y gate valve on the existing GST No. 1 equalization line. Remove and replace 1ea. OS&Y gate valve and 1ea. flex coupling on the well inlet to GST No. 1. Paint to match existing facilities. Lump Sum \$9,500.00

2) Provide concrete pad in front of flush manway. Lump Sum \$800.00

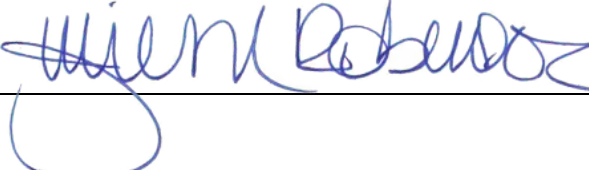
3) Provide additional fencing in parking lot. Lump Sum \$23,500.00

The total of the additional changes was \$33,800.00.

The original contract included Bid Item No. 5 for replacing the existing tank foundation. However, upon inspection following demolition of the old GST, the Engineer found that the foundation could be reused. Therefore, Change Order Number 2 shows the removal of Bid Item No. 5 of \$48,400 from the contract amount.

With the removal of Bid Item No. 5 of \$48,400 and the addition of \$33,800 for the TCEQ items listed above, Change Order No. 2 reflects a reduction of \$14,600 in the original contract amount from \$675,000 to \$660,400.

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

This Resolution would approve Change Order Number 2 to reflect the revised contract price of \$660,400. Change Order #2 represents the final true-up of the project.	
RECOMMENDATION: Travis Sellers, P.E. and Jackson Greer, P.E. with IDS Engineering Group and City staff recommend approval of the Resolution.	
ATTACHMENTS: Resolution No. 22-XX	
FUNDING ISSUES: ☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>15-10-7002</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Silvia Chiapponi, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 

RESOLUTION NUMBER 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR THE GROUND STORAGE TANK #2 REPLACEMENT PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CHANGE ORDER NUMBER 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 2 to the Agreement by and between the City of Spring Valley Village, Texas and W.W Payton Corporation for the Ground Storage Tank #2 Replacement Project ("Change Order Number 2"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 2 and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute Change Order Number 2 and any and all documents necessary to effectuate such Change Order Number 2 on behalf of the City of Spring Valley Village.

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

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

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

Section 3. The Mayor is hereby authorized to execute Change Order Number 2 and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in Change Order Number 2 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 2.

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2022.

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 22-XX



CONTRACT CHANGE ORDER

Project: Replacement of Ground Storage Tank

Date: 4/12/2022

Change Order No.: 2

Project No.: 2316-002-00

Contract No.: 1

Owner: City of Spring Valley Village

Contractor: W.W. Payton Corporation

Notice to Proceed	10/4/2021	REVISED CONTRACT AMOUNT	
Duration	270	Original Contract Amount:	\$675,000.00
Completion Date	7/1/2022	Previous Contract Amount:	\$675,000.00
Time previously added via Pay Estimates	0	Amount This Change Order:	(\$14,600.00)
Time added by Change Order	0	Revised Contract Amount:	\$660,400.00
Revised Completion Date	7/1/2022		

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:
See attachment.

2. TIME: None

The work covered by this change order shall be performed under the same terms and conditions as included in the original construction contract.

Changes Approved:

Changes Recommended:

City of Spring Valley Village

Owner

By: _____

(Date)

IDS Engineering Group

Engineer

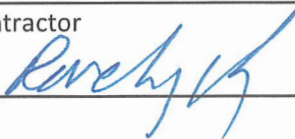
By: 

4/14/2022

(Date)

W.W. Payton Corporation

Contractor

By: 

4/13/22

(Date)

CONTRACT CHANGE ORDER

Project: Replacement of Ground Storage Tank

Date: 4/12/2022

Change Order No.: 2

Project No.: 2316-002-00

Contract No.: 1

Owner: City of Spring Valley Village

Contractor: W.W. Payton Corporation

ADDITIONAL ITEMS

3. CONTRACT DRAWING REVISIONS:

None

4. CONTRACT DOCUMENTS REVISIONS:

None

5. CONTRACT PRICE REVISIONS:

Revise the quantity of the following Bid Items, which is part of the Contract:

Bid Item No. 5: Remove and Replace Existing Tank Foundation at direction of the Engineer, as shown in Plans and Specifications, Complete in Place:

<u>Proposed Quantity</u>	<u>Unit</u>	<u>Original Unit Price</u>	<u>Original Total Cost</u>	<u>Revised Quantity</u>	<u>Revised Total Cost</u>	<u>Deduct Cost</u>
1.0	L.S.	\$48,400.00	\$48,400.00	-1.0	(\$48,400.00)	(\$48,400.00)

CONTRACT CHANGE ORDER

Project: Replacement of Ground Storage Tank

Date: 4/12/2022

Change Order No.: 2

Project No.: 2316-002-00

Contract No.: 1

Owner: City of Spring Valley Village

Contractor: W.W. Payton Corporation

Add the following items:

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Description</u>	<u>Add Cost</u>
CO1A	1	L.S.	\$9,500.00	Remove and replace one OS&Y gate valve on existing GST No. 1 equalization line. Remove and replace one OS&Y gate valve and one flexible coupling on the well inlet line to GST No. 1., Complete in Place:	\$9,500.00
CO1A	1	L.S.	\$800.00	Provide concrete pad at flush manway of new GST., Complete in Place:	\$800.00
CO1A	1	L.S.	\$23,500.00	Provide and install approximately 200 linear feet of chain link fence and a 20-foot gate, Complete in Place:	\$23,500.00
TOTAL AMOUNT OF CHANGE ORDER NO. 2					(\$14,600.00)

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

MEETING DATE: April 26, 2022

TOPIC:	Resolution Number 22-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND METROCITY, LLC FOR THE CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS) PAVING AND UTILITY IMPROVEMENTS PROJECT (BID #2022-01-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	During the March 22, 2022 meeting, the City Council awarded Competitive Sealed Bid Number 2022-01-101 for Cedarspur, Burkhardt, and Winningham (East of Voss) Paving and Utility Improvements Project to MetroCity, LLC in an amount not to exceed \$1,365,593.00. This Resolution approves a contract with MetroCity, LLC for this Project. Please note that, due to the size of the contract, the complete contract has not been included in the packet. The complete contract is on file with and available for inspection from the City Secretary.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 22-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>25-50-7520</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Silvia Chiapponi, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: 

RESOLUTION NUMBER 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND METROCITY, LLC FOR THE CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS) PAVING AND UTILITY IMPROVEMENTS PROJECT (BID #2022-01-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas and MetroCity, LLC for the Cedarspur, Burkhardt, and Winningham (East of Voss) Paving and Utility Improvements Project (Bid #2022-01-101) (hereinafter called "Contract"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the ____ day of _____ 2022.

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 22-XX

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF HARRIS
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF SPRING VALLEY VILLAGE, TEXAS
§ AND MetroCity, LLC
§ FOR THE SPRING VALLEY VILLAGE
CEDARSPUR, BURKHART AND WINNINGHAM
(EAST OF VOSS) PAVING AND UTILITY
IMPROVEMENTS PROJECT

This Contract made this _____, 2022, by and between MetroCity, LLC, hereinafter referred to as "Contractor", and the City of Spring Valley Village, Texas, hereinafter referred to as "City", 1025 Campbell, Spring Valley Village, Texas 77055.

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

ARTICLE 1.

SCOPE OF THE WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as Spring Valley Village Cedarspur, Burkhart, and Winningham (East of Voss) Paving and Utility Improvements Project, Competitive Sealed Bid # 2022-01-101 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Bid Form in response thereto, (hereinafter "Contractor's Bid Form"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) The City's Specifications for the Work, (Exhibit "A");
- (c) The Contractor's Bid Form dated February 4, 2022 (Exhibit "B");
- (d) The Contractor's Payment Bond for the Work (Exhibit "C");
- (e) The Contractor's Performance Bond for the Work (Exhibit "D"); and
- (f) Construction Schedule Established for the Work (Exhibit "E").

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

ARTICLE 2.

SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

2.01 SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule Established for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E."

The City may request that Contractor develop and submit a Construction Schedule for each street. The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City.

A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed has been issued to Contractor by the City. Contractor shall sign off on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall fully complete the entire Scope of Work to the satisfaction of the City within **300** calendar days after the date of the written notice to proceed has been issued by the City.

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

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

- (a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire, or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or
- (b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

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

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

ARTICLE 3.

CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of **\$1,365,593.00**. City shall issue progress payments in accordance with the terms of this Contract.

ARTICLE 4.

PROGRESS PAYMENTS

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

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

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

ARTICLE 5.

GENERAL PROVISIONS

- 5.1 QUALITY OF WORK.** All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be

required to tear out and replace such failing sections of the Work at its sole expense and shall reimburse City for any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.

- 5.2 PLAN AND SCALE DRAWING.** The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.
- 5.3 LICENSES REQUIRED.** To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.
- 5.4 CHANGE ORDERS.** All change orders shall be in writing and signed both by City and Contractor and shall be incorporated in and become part of the Contract Documents.
- 5.5 INSURANCE.** Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 5.6 PERMITS.** Contractor shall at its own expense obtain all permits necessary for the Work to be performed.
- 5.7 REMOVAL OF DEBRIS.** Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.
- 5.8 DAMAGES.** Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged. The City's policy on items in the rights-of-way is in effect for City projects.
- 5.9 WARRANTY.** Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.
- 5.10 TERMINATION.** City may terminate this Contract upon ten (10) days prior written notice to Contractor.

- 5.11 TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.12 SAFETY.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.13 VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.
- 5.14 FOREIGN TERRORISTS ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither Contractor, 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.
- 5.15 FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- 5.16 ENERGY COMPANIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) is boycotting energy companies as provided in Chapter 809 of the Texas Government Code; (2) has a practice, policy, guidance, or directive that boycotts energy companies; and (2) will not boycott energy companies during the term of the Contract.
- 5.17 INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its

officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

- 5.18 SEVERABILITY.** The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.
- 5.19 ENTIRE AGREEMENT.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 5.20 CONTRACT INTERPRETATION.** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 5.21 SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 5.22 HEADINGS.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

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

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

City Secretary
City of Spring Valley Village, Texas

_____,
Contractor

By:

Printed Name:

Title:

Date:

ATTEST:

Corporate Secretary

DUE TO FILE SIZE,
ONLY A PORTION
OF THE
CONTRACT HAS
BEEN INCLUDED
WITH THIS
RESOLUTION.

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

03\01\2022
thru 03\31\2022
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	25
22	ALARM	38
23	AMBULANCE CALL	14
24	ANIMAL CALL	6
43	ASSIST OUTSIDE AGENCY	1
135	BUSINESS CHECK	2,081
48	CITY CREW REPAIRS	2
38	DAMAGE TO CITY PROPERTY	1
53	DEBRIS IN ROADWAY	3
60	FIRE CALL	4
70	INFORMATION	44
71	INVESTIGATION	3
76	LOUD NOISE	3
80	MISSING PERSON	1
81	OPEN DOOR	16
86	PUBLIC RELATIONS	689
96	SOLICITOR	6
97	SPECIAL ASSIGNMENT	50
99	STALLED VEHICLE	27
103	SUSPICIOUS ACTIVITY	5
104	SUSPICIOUS PERSON	14
105	SUSPICIOUS VEHICLE	16
11	TRAFFIC STOP	688
111	VEHICLE BLOCKING ROADWAY	3
112	VEHICLE CHECK	5
42	WARRANT SERVICE	1
117	WELFARE CONCERN	2
Total		3,749

Spring Valley Village, TX PD

Mar 1, 2022 - Mar 31, 2022

Citation Violation Audit By Offense

Total Charges: 1861

Description	Counts
CHANGED LANE WHEN UNSAFE	1
CHILD (4-17) NOT SECURED BY SAFETY BELT	4
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
DECEPTIVELY SIMILAR LICENSE PLATE	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	37
DEFECTIVE HEAD LAMPS	30
DEFECTIVE HEAD LIGHTS	29
DEFECTIVE STOP LAMP(S)	81
DEFECTIVE STOP LIGHTS-TRAILER	6
DEFECTIVE TAIL LAMP(S)	26
DEFECTIVE- WHITE LIGHT TO THE REAR	1
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	20
DISPLAY SUSPENDED DRIVER LICENSE	2
DISPLAY/ EXPIRED REGISTRATION	432
DRIVERS LICENSE-MOTORCYCLE/	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	19
DRIVING WITHOUT ANY LICENSE	2
DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	2
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	2
DROVE WRONG SIDE OF ROAD	1
EXPIRED BUYER TAG	82
EXPIRED DEALER TAG	2
EXPIRED DRIVERS LICENSE	27
FAIL TO CONTROL SPEED	4
FAIL TO DISPLAY DRIVERS LICENSE	9
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	5
FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	5

CONFIDENTIAL

Spring Valley Village, TX PD

Mar 1, 2022 - Mar 31, 2022

Citation Violation Audit By Offense

Total Charges: **1861**

Description	Counts
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	24
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	220
FAIL TO MAINTAIN FINANCIAL RESPONSIBILT 3RD OFFENSE	1
FAIL TO REPORT CHANGE OF ADDRESS	27
FAILED TO DIM HEADLIGHTS - FOLLOWING	4
FAILED TO DIM HEADLIGHTS - MEETING	8
FAILED TO DRIVE IN A SINGLE LANE	2
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	4
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	4
FAILED TO YIELD ROW (PRIVATE DRIVE/ALLEY ,BUILDING)	1
FAILURE TO IDENTIFY	1
ILLEGAL BUYERS TAGS	25
ILLEGAL PARKING - NO PARKING ANY TIME	4
ILLEGAL PARKING - PARKING IN PRIVILEGED	1
ILLEGAL PASSING - 100FT OF INTERSECTION	1
ILLEGAL WINDOW TINT	4
IMPROPER RIGHT HAND TURN	1
NO DRIVERS LICENSE	260
NO FRONT LICENSE PLATE	17
NO LICENSE NUMBER PLATES-TRAILER	7
OPEN CONTAINER	2
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	7
OPERATE UNREGISTERED MOTOR VEHICLE	25
ORDINANCE UNLAWFUL TRESPASSING	2
PARENT/GUARDIAN PERMITTED UNLICENSED MINOR TO DRIVE	1
PARKED FACING TRAFFIC	1
PARKED IN PROHIBITED AREA	3

CONFIDENTIAL

Spring Valley Village, TX PD

Mar 1, 2022 - Mar 31, 2022

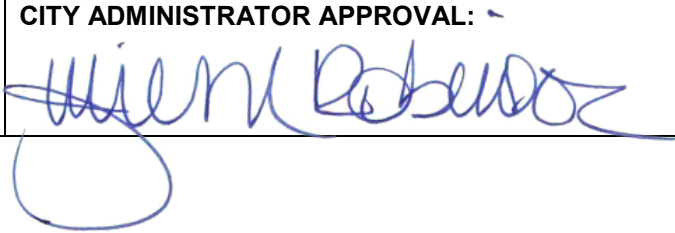
Citation Violation Audit By Offense

Total Charges: **1861**

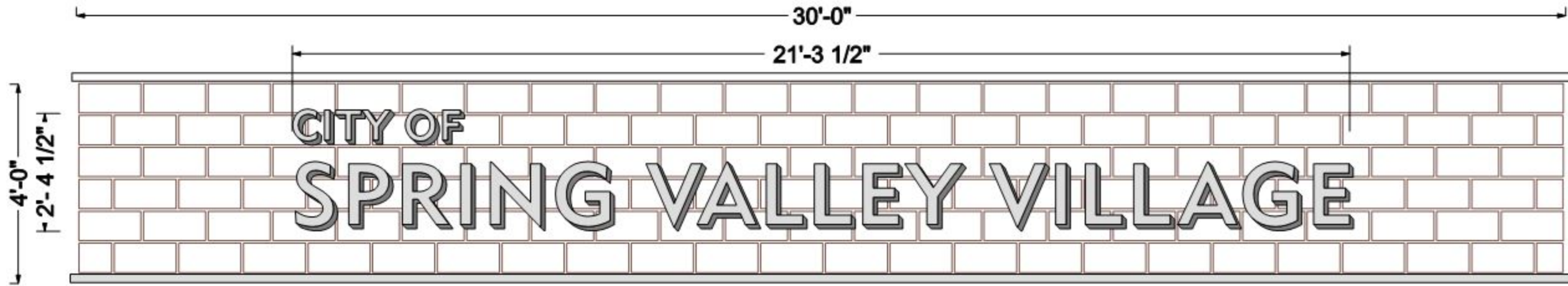
Description	Counts
PASSING AUTHORIZED EMERGENCY VEHICLE	1
PASSING/DISREGARD NO PASSING ZONE	1
RAN RED LIGHT	10
RAN STOP SIGN	7
SPEEDING - REDUCED SPEED	1
SPEEDING >10% ABOVE POSTED LIMIT	260
SPEEDING IN SCHOOL ZONE	11
THEFT	1
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	3
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	14
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	4
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	11
VIOLATE DL RESTRICTION B	3
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG, ALTERED, OR OBSCURED LP	3
WRONG/ALTERED/OBSCURED LICENSE PLATE	36

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

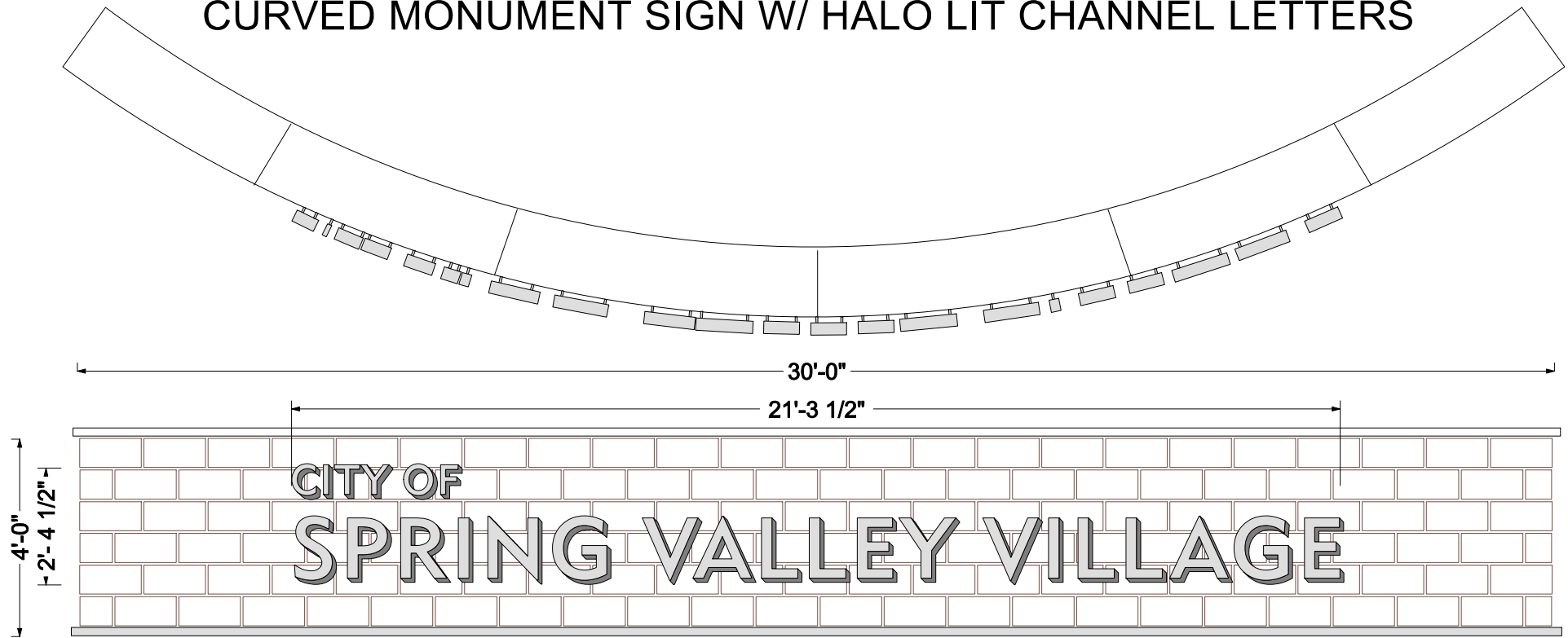
MEETING DATE: April 26, 2022

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval Of Proposed City Of Spring Valley Village Entryway Monument Sign To Be Located On The Northwest Corner Of Campbell Road And I-10 Frontage Road As Required By The Wellington Stream PAD, Ordinance No. 2018-28.
BACKGROUND:	On October 23, 2018, the City Council adopted Ordinance No. 2018-28 (the "Wellington Stream PAD") for construction of a medical office building at the northwest corner of I-10 Frontage Road and Campbell Road, and construction of the new Kelsey-Seybold Clinic began in 2021. Section 5 (H)(3), Signs, of the Wellington Stream PAD provides as follows: "Owner shall construct and install, at its expense, a City of Spring Valley Village entryway monument sign on the property designed by owner with approval of the City Council of Spring Valley Village." In compliance with this requirement, Developer Cullen Kappler has submitted a proposed entryway monument sign for the Council's consideration, a copy of which is provided with this agenda item. Also provided with this agenda item is Section 5(H)(3), Signs, of the Wellington Stream PAD and the Site Plan as it was approved in the Wellington Stream PAD showing the approximate location of the proposed entryway signage. For comparison purposes, a current picture of the existing gateway monument sign located on the northwest corner of I-10 Frontage Road and Bingle Road is provided.
RECOMMENDATION:	None
ATTACHMENTS:	• Rendering and Schematic for Proposed Spring Valley Village Monument Sign Design • Section 5(H), Signs, of Wellington Stream PAD, Ordinance 2018-28 and the Site Plan as Approved in Wellington Stream PAD, Ordinance 2018-28 • Existing Gateway Signage at Corner of Katy Freeway and Bingle Road
SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

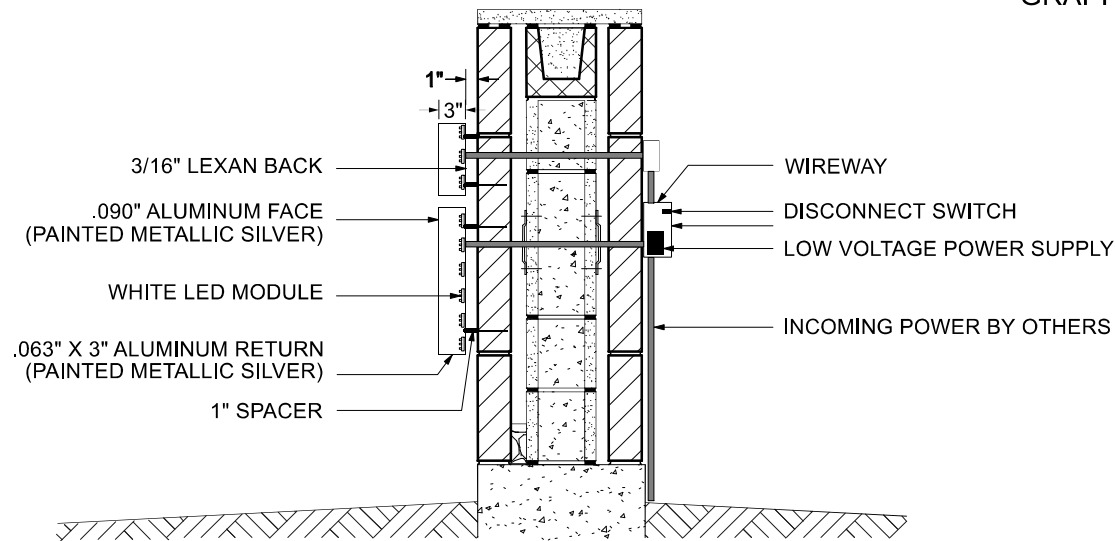
DIVIDER PAGE



CURVED MONUMENT SIGN W/ HALO LIT CHANNEL LETTERS



GRAPHICS AREA: 50.59 SQ. FT.



**SIGN
SERVICE , INC.**

13123 MULA COURT, STAFFORD, TX. 77477

281-561-9924

FAX 281-561-9926

This Design Is The Property
Of Scanlin Sign Service Inc.
And May Not Be Used /
Reproduce Or Distributed
For / By / To Any Competitor
Without The Written Consent
Of Scanlin Sign Service, Inc.

PROJECT: KELSEY-SEYBOLD CLINIC - MEMORIAL VILLAGE

ADDRESS: 13105 WORTHAM CENTER DR., HOUSTON, TX 77065

APPROVAL:

DATE: 3/17/2022

SCALE:

FILENAME: KELSEY-SEYBOLD CLINIC - MEMORIAL VILLAGE

SALES REP. KIRK ROUSE

REVISION #

DRAWN BY: KIRK ROUSE

DIVIDER PAGE

H. Signs.

1. ~~The property may have no more than two (2) signs on the property adjacent to Interstate 10 with a total face area of 300 square feet including base and a maximum height of 20 feet and one sign on the property adjacent to Campbell Road with a total face area of 125 square feet and a maximum height of 12 feet.~~ The Property will have monument signs on both Campbell Road and Interstate Highway 10 at the locations shown on the site plan attached hereto. All signs shall comply with the City's sign regulations. Property may have building wall signage in accordance with City signage regulations.

2. The monument signs shall be located as shown in the application.

3. Owner shall construct and install, at its expense, a City of Spring Valley Village entry way monument sign on the property designed by owner with the approval of the City Council of the City of Spring Valley Village.

~~34.~~ All signage shall comply with the other ordinances of the City applicable to signage.

I. Noise. All activities shall comply with the ordinances of the City applicable to noise and sounds, except that operating hours may be extended as provided above.

J. Owner shall pursue all possible options to relocate the power lines and poles to the north and west sides of the property.

DIVIDER PAGE



SPRING VALLEY VILLAGE

★ INCORPORATED 1955 ★



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

MEETING DATE: April 26, 2022

TOPIC: Proposed Fiscal Year 2022-2023 Budget Calendar.

BACKGROUND: Since we are starting to develop the proposed FY 2022-2023 budget, a Proposed FY 2022-2023 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 24, June 28, July 26, and August 23 – 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 2, 2022 at 6:00 pm** – Special Council Meeting to Propose A Tax Rate for FY 2023

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 2022-2023 budget and tax rate are scheduled for the September 27, 2022 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 2022-2023 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# _____

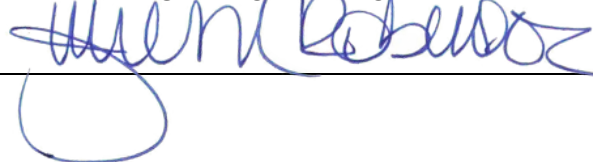
☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:
Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE



PROPOSED BUDGET CALENDAR

FISCAL YEAR 2022-2023

April 26	Proposed Preliminary Budget Calendar Presented to City Council
May 24	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 13-17	Departmental Budget Review Sessions with City Administrator & City Treasurer (As Needed)
June 28	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 26	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 2	Special Council Meeting To Propose A Tax Rate For FY 2023. (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))
August 5	Deadline for The City to Post No-New-Revenue Tax Rate And Voter-Approval Tax Rate Along With Certain Debt Information On The

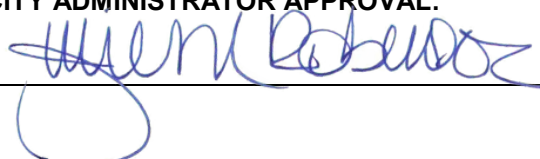
Home Page Of The City's Website In The Form Prescribed By The Comptroller.

(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 22** **City Secretary Sends Notice Of Public Hearings On Proposed FY 2023 Budget And Property Tax Rate To Newspaper**
- August 23** **Budget Workshop With City Council To Review Proposed FY 2023 Budget Prior To Regular Council Meeting**
(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)
- Sept 7** **Publish Notice Of Public Hearing On Proposed FY 2023 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 2023 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 27** **Council Holds Public Hearing On Proposed Budget**
(Local Govt. Code §102.006(b))
Council Adopts FY 2022-2023 Budget
- Council Holds Public Hearing On FY 2023 Tax Rate**
(Tex. Tax Code §26.05)
Council Adopts FY 2023 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**
(Local Govt. Code §102.008)
- Sept 28** **Filing And Distribution of Adopted Budget**
- Oct 1** **Begin New Fiscal Year**

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

MEETING DATE: April 26, 2022

TOPIC:	Ordinance No. 2022-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 17 TO THE PERSONNEL MANUAL, TO REVISE SUBSECTION (D), COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY, OF SECTION 18.11, COMPENSATION DURING EMERGENCIES, OF CHAPTER 18, EMERGENCY OPERATIONS PROCEDURES, TO ESTABLISH A PROCESS FOR APPROVAL OF TIMESHEETS FOR EXEMPT EMPLOYEES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
BACKGROUND:	This Ordinance would revise Subsection (D), Compensation For Hours Worked During A Declared State Of Emergency, of Section 18.11, Compensation During Emergencies, of Chapter 18, Emergency Operations Procedures, of the Personnel Manual to establish a process for approval of timesheets for exempt employees.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance No. 2022-XX • Redlined Version of Current Subsection (D), Compensation For Hours Worked During A Declared State Of Emergency, of Section 18.11, Compensation During Emergencies, of Chapter 18, Emergency Operations Procedures, of the Personnel Manual
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: 

ORDINANCE NUMBER 2022-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 17 TO THE PERSONNEL MANUAL, TO REVISE SUBSECTION (D), COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY, OF SECTION 18.11, COMPENSATION DURING EMERGENCIES, OF CHAPTER 18, EMERGENCY OPERATIONS PROCEDURES, TO ESTABLISH A PROCESS FOR APPROVAL OF TIMESHEETS FOR EXEMPT EMPLOYEES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on March 29, 1995, by Ordinance Number 95-05, the City Council of the City of Spring Valley Village, Texas, adopted a Personnel Manual for all City employees ("Personnel Manual"), and the Personnel Manual has been amended several times since its original adoption with changes to various provisions; and

WHEREAS, after experiencing a catastrophic weather event as a result of Hurricane Harvey in August of 2017, the City Council hereby finds that the Personnel Manual should be amended to delete Section 9.4, Bad Weather Policy, of Chapter 9, Wages and Salary; Hours of Work; Job Performance, and adopt a new Chapter 18, Emergency Operations Procedures; and

WHEREAS, the City Council now finds that Subsection (D), Compensation For Hours Worked During A Declared State Of Emergency, of Section 18.11, Compensation During Emergencies, of Chapter 18, Emergency Operations Procedures, of the Personnel Manual should be revised to establish a process for approval of timesheets for exempt employees.

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. The City's Personnel Manual, as adopted by Ordinance Number 95-05, duly passed and approved on March 29, 1995, as amended, is hereby amended by the revision of Subsection (D), Compensation For Hours Worked During A Declared State Of Emergency, of Section 18.11, Compensation During Emergencies, of Chapter 18, Emergency Operations Procedures, to read in its entirety as reflected in Exhibit "A" attached hereto and incorporated herein. This amendment shall be referenced and referred to as **AMENDMENT NO. 17 TO THE PERSONNEL MANUAL**.

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby

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

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

Section 5. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ____ day of _____, 2022.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”

TO

ORDINANCE NUMBER 2022-XX

D. Compensation for Hours Worked During a Declared State of Emergency

- (1) Exempt Employees. During the Emergency Period, exempt employees shall receive their regular salary except during the Emergency Period when key essential exempt employees are required to reside in the City Emergency Operations Center. The exempt-status employee(s) base salary will be computed to arrive at an hourly rate. Exempt employees authorized to perform work for the benefit of the City shall be paid at a rate of one and one-half times (1.5x) their calculated hourly rate of pay for all hours worked during the declared emergency conditions, when other employees are allowed administrative leave, during the period of time that the City Emergency Operations Center is operating. After such time, exempt employees will be paid according to the normal pay policy. During the period when essential employees are required to reside in the City's Emergency Operations Center, they shall be paid one and one half times (1.5x) their calculated hourly rate of pay for all hours worked and one times (1x) their calculated hourly rate of pay for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the City Administrator. Nothing herein shall be construed to affect the exempt status of such employees. Timesheets for exempt employees other than the City Administrator and Police Chief shall be reviewed by the Finance Department and City Administrator for compliance with this Section and FEMA regulations and approved by the City Administrator. Timesheets for the City Administrator and Police Chief shall be reviewed by the Finance Department for compliance with this Section and FEMA regulations and approved by the Mayor or Mayor Pro Tem.
- (2) Non-Exempt Employees. During the Emergency Period, non-exempt employees authorized to perform work for the benefit of the City shall be paid at a rate of one and one-half times (1.5x) base straight pay for all hours worked during the declared emergency conditions, when other employees are allowed administrative leave, until the Mayor or City Administrator declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy. During the period when essential employees are required to reside in the City's Emergency Operations Center they shall be paid one and one half times (1.5x) their normal rate of pay for all hours worked and one times (1x) their normal rate of pay for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the City Administrator.
- (3) During the Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

- (4) Employees who are out on prior-approved leave or who called in sick or took unscheduled leave during any of the three periods will continue to be charged for such leave and if they do not have sufficient accruals will be placed on Leave Without Pay.
- (5) All other policies concerning remuneration shall comply with the City of Spring Valley Village's Personnel Rules and the Fair Labor Standard Act.
- (6) At the City Administrator's and/or Police Chief's discretion, previously approved leave, vacation, etc., for essential employees may be cancelled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that leave has been cancelled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

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

MEETING DATE: April 26, 2022

TOPIC:	Ordinance Number 2022-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
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BACKGROUND:	On March 23, 2022, the City of Houston notified the City of Spring Valley Village by letter that both the surface water and wastewater rates paid by the City would be increasing by 5.60% as of April 1, 2022. A copy of the City of Houston's notice to the City is provided with this agenda item. The proposed Ordinance would increase the City's water rates by 5.60% to recoup the increased charges from the City of Houston. If approved, the new water rates would be effective May 1, 2022.
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RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	• Ordinance Number 2022-XX • Copy of Letter Dated March 16, 2022 from City of Houston Notifying Spring Valley Village of Water and Wastewater Rate Increases
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☒ Additional Revenue will be added to Revenue Acct# <u>20-01-5260</u>
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ORDINANCE NO. 2022-XX

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

* * * * *

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

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

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

(1) **Residential Water:**

(1.1) First Meter: Residential

Inside City Rates

Base Fee	\$ 26.75 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 5.16 per 1,000 gal
10,001-15,000 gal	\$ 5.28 per 1,000 gal
15,001-20,000 gal	\$ 5.42 per 1,000 gal
20,001-30,000 gal	\$ 5.55 per 1,000 gal
30,001-40,000 gal	\$ 5.66 per 1,000 gal
40,001-50,000 gal	\$ 5.79 per 1,000 gal
50,001-60,000 gal	\$ 5.92 per 1,000 gal
60,001-70,000 gal	\$ 6.39 per 1,000 gal
70,001 and over	\$ 7.66 per 1,000 gal

Outside City Rates

Base Fee	\$ 53.51 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 10.32 per 1,000 gal
10,001-15,000 gal	\$ 10.55 per 1,000 gal
15,001-20,000 gal	\$ 10.83 per 1,000 gal
20,001-30,000 gal	\$ 11.09 per 1,000 gal
30,001-40,000 gal	\$ 11.32 per 1,000 gal
40,001-50,000 gal	\$ 11.58 per 1,000 gal
50,001-60,000 gal	\$ 11.84 per 1,000 gal
60,001-70,000 gal	\$ 12.78 per 1,000 gal
70,001 and over	\$ 15.31 per 1,000 gal

(1.2) Second Meter: Residential Irrigation

Inside City Rates

0-10,000 gal	\$ 5.16 per 1,000 gal
10,001-15,000 gal	\$ 5.28 per 1,000 gal
15,001-20,000 gal	\$ 5.42 per 1,000 gal
20,001-30,000 gal	\$ 5.55 per 1,000 gal
30,001-40,000 gal	\$ 5.66 per 1,000 gal
40,001-50,000 gal	\$ 5.79 per 1,000 gal
50,001-60,000 gal	\$ 5.92 per 1,000 gal
60,001-70,000 gal	\$ 6.39 per 1,000 gal
70,001 and over	\$ 7.66 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 10.32 per 1,000 gal
10,001-15,000 gal	\$ 10.55 per 1,000 gal
15,001-20,000 gal	\$ 10.83 per 1,000 gal
20,001-30,000 gal	\$ 11.09 per 1,000 gal
30,001-40,000 gal	\$ 11.32 per 1,000 gal
40,001-50,000 gal	\$ 11.58 per 1,000 gal
50,001-60,000 gal	\$ 11.84 per 1,000 gal
60,001-70,000 gal	\$ 12.78 per 1,000 gal
70,001 and over	\$ 15.31 per 1,000 gal

(1.3) Minimum Residential Bill: \$26.75 (inside city limits)
\$53.51 (outside city limits)
(single charge applicable whether one or two meters)

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

(2) Master Metered Residential Communities:

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

Inside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 33.37
1' meter	\$ 46.20
1.5" meter	\$ 64.16
2" meter	\$ 89.83
3" meter	\$ 124.48
4" meter	\$ 171.96
6" meter	\$ 237.40
8" meter	\$ 327.24

Outside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 66.73
1' meter	\$ 92.40
1.5" meter	\$ 128.33
2" meter	\$ 179.65
3" meter	\$ 248.96
4" meter	\$ 343.92
6" meter	\$ 474.80
8" meter	\$ 654.47

Plus

All Consumption	\$ 5.96 per 1,000 gal
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Plus

All Consumption	\$ 11.91 per 1,000 gal
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(2.2) Second Meter: Irrigation

Inside City Rates

0-10,000 gal	\$ 5.16 per 1,000 gal
10,001-15,000 gal	\$ 5.28 per 1,000 gal
15,001-20,000 gal	\$ 5.42 per 1,000 gal
20,001-30,000 gal	\$ 5.55 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 10.32 per 1,000 gal
10,001-15,000 gal	\$ 10.55 per 1,000 gal
15,001-20,000 gal	\$ 10.83 per 1,000 gal
20,001-30,000 gal	\$ 11.09 per 1,000 gal

30,001-40,000 gal	\$ 5.66 per 1,000 gal
40,001-50,000 gal	\$ 5.79 per 1,000 gal
50,001-60,000 gal	\$ 5.92 per 1,000 gal
60,001-70,000 gal	\$ 6.39 per 1,000 gal
70,001 and over	\$ 7.66 per 1,000 gal

30,001-40,000 gal	\$ 11.32 per 1,000 gal
40,001-50,000 gal	\$ 11.58 per 1,000 gal
50,001-60,000 gal	\$ 11.84 per 1,000 gal
60,001-70,000 gal	\$ 12.78 per 1,000 gal
70,001 and over	\$ 15.31 per 1,000 gal

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

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

(3) **Commercial Water:**

- Includes Apartments

(3.1) First Meter: Commercial Properties

Inside City Rates

Base Fee	\$ 46.32 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 10.95 per 1,000 gal
10,001-15,000 gal	\$ 11.07 per 1,000 gal
15,001-20,000 gal	\$ 11.21 per 1,000 gal
20,001-30,000 gal	\$ 11.32 per 1,000 gal
30,001-40,000 gal	\$ 11.45 per 1,000 gal
40,001-50,000 gal	\$ 11.59 per 1,000 gal
50,001-60,000 gal	\$ 11.71 per 1,000 gal
60,001-70,000 gal	\$ 11.83 per 1,000 gal
70,001 and over	\$ 11.97 per 1,000 gal

Outside City Rates

Base Fee	\$ 92.64 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 21.90 per 1,000 gal
10,001-15,000 gal	\$ 22.13 per 1,000 gal
15,001-20,000 gal	\$ 22.42 per 1,000 gal
20,001-30,000 gal	\$ 22.65 per 1,000 gal
30,001-40,000 gal	\$ 22.91 per 1,000 gal
40,001-50,000 gal	\$ 23.19 per 1,000 gal
50,001-60,000 gal	\$ 23.42 per 1,000 gal
60,001-70,000 gal	\$ 23.66 per 1,000 gal
70,001 and over	\$ 23.94 per 1,000 gal

(3.2) Second Meter: Commercial Irrigation

Inside City Rates

0-10,000 gal	\$ 10.95 per 1,000 gal
10,001-15,000 gal	\$ 11.07 per 1,000 gal
15,001-20,000 gal	\$ 11.21 per 1,000 gal
20,001-30,000 gal	\$ 11.32 per 1,000 gal
30,001-40,000 gal	\$ 11.45 per 1,000 gal
40,001-50,000 gal	\$ 11.59 per 1,000 gal
50,001-60,000 gal	\$ 11.71 per 1,000 gal
60,001-70,000 gal	\$ 11.83 per 1,000 gal
70,001 and over	\$ 11.97 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 21.90 per 1,000 gal
10,001-15,000 gal	\$ 22.13 per 1,000 gal
15,001-20,000 gal	\$ 22.42 per 1,000 gal
20,001-30,000 gal	\$ 22.65 per 1,000 gal
30,001-40,000 gal	\$ 22.91 per 1,000 gal
40,001-50,000 gal	\$ 23.19 per 1,000 gal
50,001-60,000 gal	\$ 23.42 per 1,000 gal
60,001-70,000 gal	\$ 23.66 per 1,000 gal
70,001 and over	\$ 23.94 per 1,000 gal

(3.3) Minimum Commercial Bill: \$46.32 (inside city limits)
\$92.64 (outside city limits)
(single charge applicable whether one or two meters)

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

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

Section 3. Beginning with the month of **May 2022**, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village water system.

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

DULY PASSED, APPROVED, AND ADOPTED this ____day of April, 2022.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE



RECEIVED

By tmodisette at 2:40 pm, Mar 23, 2022

March 16, 2022

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 4.3%. The City of Houston population increased by 1.3%. The inflationary index of 4.3% when combined with the population increase of 1.3% results in an automatic annual water and wastewater rate increase of 5.6% on April 1, 2022.

This year, in addition to the 5.6% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law.

New rate tables will be posted on April 1, 2022, at www.HoustonWater.org. Customers are also encouraged to take advantage of the website to sign up for ebills, automatic payments, and to obtain tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions, please call 713-371-1400.

Sincerely,

Sherri L. Winslow
Director
Customer Account Services



16 de marzo de 2022

Estimado cliente:

Las ordenanzas de la ciudad exigen ciertos ajustes anuales automáticos a las tarifas de aguas y alcantarillado, basados en los índices de inflación. El índice anual de inflación para su área es de 4.3%. La población de la Ciudad de Houston ha aumentado en 1.3%. El índice de inflación de 4.3% combinado con el aumento de la población del 1.3% da un aumento automático anual de la tarifa del 5.6% el 1 de abril de 2022.

Este año, además de ajuste anual automático de 5.6%, la ordenanza N.º 2021-515 adopta el estudio de tarifas del costo por el servicio de Agua y Alcantarillado 2021, que permite tarifas nuevas anuales a lo largo de un periodo de 5 años. Estos ajustes de tarifas son necesarios para pagar el aumento de los costos de operación, mantenimiento y reparación el sistema de utilidades combinado de agua y alcantarillado, la deuda del servicio en los bonos del sistema de utilidades y otras obligaciones del sistema de utilidades, proteger la integridad económica del sistema de utilidades y cumplir ciertos acuerdos de los bonos y todas las demás leyes aplicables.

Las tablas de las nuevas tarifas se publicarán el 1 de abril 2022, en www.HoustonWater.org. Se anima a los clientes a que aprovechen el sitio web para registrarse para facturas electrónicas, pagos automáticos y para recibir consejos sobre cómo minimizar el gasto de agua. Los servicios de cuentas de clientes están buscando constantemente maneras de servirlo. Si tiene preguntas, llame al 713-371-1400.

Atentamente.

Sherri L. Winslow
Directora
Servicios de cuentas de clientes

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

MEETING DATE: April 26, 2022

TOPIC:	Ordinance Number 2022-XX AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.
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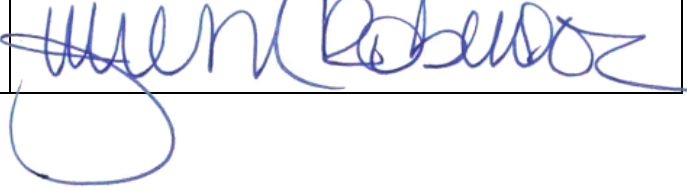
BACKGROUND:	On March 23, 2022, the City of Houston notified the City of Spring Valley Village that the wastewater rate paid by the City would be increasing by 5.60% as of April 1, 2022. A copy of the City of Houston's notice to the City is provided with this agenda item. The proposed Ordinance would increase the City's wastewater rates by 5.60% to recoup the increased charges from the City of Houston. If approved, the new wastewater rates would be effective May 1, 2022.
--------------------	--

RECOMMENDATION:	Staff recommends approval of the Ordinance.
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ATTACHMENTS:	• Ordinance Number 2022-XX • Copy of Letter Dated March 16, 2022 from City of Houston Notifying Spring Valley Village of Water and Wastewater Rate Increases
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FUNDING ISSUES:	☐ ☐ ☐ ☐ ☐ ☒ Not applicable – no dollars are being spent or received. Full amount already budgeted in Acct/Project# _____ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☒ Additional Revenue will be added to Revenue Acct# <u>20-01-5270</u>
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Michelle Yi, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ORDINANCE NO. 2022-XX

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

* * * * *

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

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

6.004 Sewer Rates

1. Residential Sewer:
 - (1.1) \$20.96 per month flat rate; plus
 - (1.2) \$6.725 per 1,000 gallons of metered water provided to residential customers
 - (1.3) Out of City Customers, two hundred (200) percent of the rate.
2. Non-Residential Sewer:
 - (2.1) \$27.96 per month flat rate; plus
 - (2.2) \$12.002 per 1,000 gallons of metered water provided to commercial customers
 - (2.3) Out of City Customers, two hundred (200) percent of the rate.

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

Section 3. Beginning with the month of May 2022, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village sewer systems.

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

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

PASSED, APPROVED, AND ADOPTED this ___ day of April, 2022.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE



RECEIVED

By tmodisette at 2:40 pm, Mar 23, 2022

March 16, 2022

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 4.3%. The City of Houston population increased by 1.3%. The inflationary index of 4.3% when combined with the population increase of 1.3% results in an automatic annual water and wastewater rate increase of 5.6% on April 1, 2022.

This year, in addition to the 5.6% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law.

New rate tables will be posted on April 1, 2022, at www.HoustonWater.org. Customers are also encouraged to take advantage of the website to sign up for ebills, automatic payments, and to obtain tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions, please call 713-371-1400.

Sincerely,

Sherri L. Winslow
Director
Customer Account Services



16 de marzo de 2022

Estimado cliente:

Las ordenanzas de la ciudad exigen ciertos ajustes anuales automáticos a las tarifas de aguas y alcantarillado, basados en los índices de inflación. El índice anual de inflación para su área es de 4.3%. La población de la Ciudad de Houston ha aumentado en 1.3%. El índice de inflación de 4.3% combinado con el aumento de la población del 1.3% da un aumento automático anual de la tarifa del 5.6% el 1 de abril de 2022.

Este año, además de ajuste anual automático de 5.6%, la ordenanza N.º 2021-515 adopta el estudio de tarifas del costo por el servicio de Agua y Alcantarillado 2021, que permite tarifas nuevas anuales a lo largo de un periodo de 5 años. Estos ajustes de tarifas son necesarios para pagar el aumento de los costos de operación, mantenimiento y reparación el sistema de utilidades combinado de agua y alcantarillado, la deuda del servicio en los bonos del sistema de utilidades y otras obligaciones del sistema de utilidades, proteger la integridad económica del sistema de utilidades y cumplir ciertos acuerdos de los bonos y todas las demás leyes aplicables.

Las tablas de las nuevas tarifas se publicarán el 1 de abril 2022, en www.HoustonWater.org. Se anima a los clientes a que aprovechen el sitio web para registrarse para facturas electrónicas, pagos automáticos y para recibir consejos sobre cómo minimizar el gasto de agua. Los servicios de cuentas de clientes están buscando constantemente maneras de servirlo. Si tiene preguntas, llame al 713-371-1400.

Atentamente.

Sherri L. Winslow
Directora
Servicios de cuentas de clientes