



Regular City Council Meeting
November 15, 2022
6:00 p.m.

Marcus Vajdos, Mayor
Bo Bothe
Steve Bass

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, November 15, 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/83429799319>

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: 834 2979 9319 and #.

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

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

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

4. PUBLIC COMMENTS

4.1 PUBLIC COMMENTS (THREE MINUTE LIMIT)

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.**

4.2 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) Bisher Khalaf, 1 Pecan Trail Lane, Issues with Enforcement of Ordinance Requirements and Communication Related to the Kelsey-Seybold Project.

5. CONSENT AGENDA

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

- 5.1 Minutes for Special Called City Council Meeting on June 21, 2022
- 5.2 Minutes for Special Called City Council Meeting on August 2, 2022
- 5.3 Minutes for Regular City Council Meeting on September 27, 2022
- 5.4 Ordinance Number 2022-XX - An Ordinance Of The City Of Spring Valley, Texas, Providing For An Official Newspaper For The City; Providing For The Repeal Of Ordinances, Resolutions, Or Policies Inconsistent Herewith; And Providing For Severability.
- 5.5 Resolution No. 22-XX – A Resolution Of The City Council Of The City Of Spring Valley Village, Texas, Ratifying The Actions Of The Acting Police Chief In Executing A Memorandum Of Understanding Between Harris County Law Enforcement And First Responders; Providing For Incorporation Of Preamble; And Providing An Effective Date.
- 5.6 A Resolution Of The City Council Of The City Of Spring Valley Village, Texas, Ratifying The Actions Of The City Administrator In Executing Pay Estimate Number 4 To Metrocity, LLC. In The Amount Of \$47,970.58 Pursuant To The Agreement By And Between The City Of Spring Valley Village, Texas And Metrocity, Llc. For Cedarspur, Burkhart, And Winningham (East Of Voss) Pavement & Utility Improvements Project (CSB #2022-01-101); Providing For Incorporation Of Preamble; And Providing An Effective Date.
- 5.7 Approval of Pay Estimate No. 5 for Cedarspur, Burkhart, and Winningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of \$ 122,192.79.

OLD BUSINESS

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

- 1. Number of Calls for Service
- 2. Number of Traffic Violations
- 3. Update on New Personnel

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on October 26, 2022 and Any Special Meetings That May Have Occurred Since October 4, 2022. (Mayor Pro-Tem Carpenter / Council Member Bothe)
8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The City of Spring Valley Village's Understanding of the Approval Process of Village Fire Department Budgets and Budget Amendments Pursuant to the Interlocal Agreement.
9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 22-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE EXPRESSING SUPPORT AND GRATITUDE FOR THE OUTSTANDING FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED BY ALL EMPLOYEES OF THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2023 Being Blue Cross/Blue Shield of Texas for Medical, Dental, Group Life/AD&D, Supplemental Life and Long-Term Disability, and Superior Vision (Vision) For The City of Spring Valley Village's Employee Benefits
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 22-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** 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 PROPOSAL FOR ENGINEERING SERVICES FOR THE REPAIR OF THE KRIST DRIVE STORM SEWER OUTFALL BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY, & ASSOCIATES; 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.
13. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Drainage Letter Report from CobbFendley Concerning Options for Addressing Mickey Way Drainage Improvements Issues.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Request for Rate Modification by Green for Life Environmental ("GFL") Effective January

2023 and Authorizing Automatic One Year Renewal of Current Contract for Services with GFL Environmental.

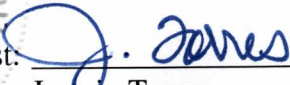
15. **DISCUSSION AND DIRECTION CONCERNING:** Enforcement of Urban Forest Preservation and Protection Regulations Contained in Article 3.1000 of the Code of Ordinances.
16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award of Request for Qualifications #2022-10-902 for Internal and Possible Forensic Audit Services to Weaver and Tidwell, LLP.
17. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending September 30, 2022.
18. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Staff:
 1. Board of Adjustments Update
 2. Status of Cedarspur, Burkhart, Winningham (East of Voss)
 3. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle)
 4. Status of Brighton Place Streets
 5. Status of Bingle Road Road Diet
19. **EXECUTIVE SESSION**
 - 19.1 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.
 - 19.2 Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property
 - 19.3 Sec. 551.087 - Deliberation Regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
20. **RECONVENE**
21. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.
22. **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 November 15, 2022 agenda of items to be considered by City Council was posted on or before the 11th day of November 2022, at 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest.


Jashin Torres
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 jtorres@springvalleytx.com for further information.

Consent Agenda Items

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JUNE 21, 2022 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 5:02 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe (arrived by video conference at 5:11 p.m.)

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

None.

2. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposed Salary Adjustments For All Employees Based on Updated Salary Study.

City Administrator Julie Robinson turned the discussion over to Council to see where they would like to begin. Mayor Pro Tem Carpenter opened the discussion with consideration to Council for an adjustment based on inflation and to consider what that adjustment would in turn do to the budget. He then made a recommendation that the same 7% percentage consumer price index designated to the Memorial Village Fire Department be the same percentage designated to Spring Valley Village employees. Council Member Dominy suggested that Council talk about the overall numbers and asked if Council was to be looking at where the current employee salaries lie according to the market adjustments proposed and decide from there what course of action should be taken. Mayor Vajdos gave his recommendation that the CPI be looked at and discussed first but in conjunction with the salary survey presented and asked for the possibility of having the data from the individual cities listed in the survey be sent to the Council to have a comparison with the surrounding Memorial Villages. Ms. Robinson stated that the data information was possible but it was unclear why he wanted the information as this was the purpose of having the salary survey completed by a separate entity. She informed Mayor Vajdos that comparison would not be possible as the other villages currently do not have pay ranges, any adopted pay structure policies, are not hiring employees with experience, do not have all of the same positions, and there are major differences operationally. She further explained that not all of the Villages provide the same services in their respective city and for these reasons would not be a good comparison. It was noted that although Spring Valley Village was smaller in comparison, the direct competition is larger cities that responded to the salary survey except Harris County and the Harris County Sheriff's office. Mayor Pro Tem Carpenter then stated that the Police Department did not wish to be included in the discussions regarding the Gallagher salary survey. Ms. Robinson asked Mayor Pro Tem Carpenter why and he stated that the Police Department did not want to talk about it or be included in the discussion. Council Member McCormack asked for clarification and if the Police Department felt that they needed no adjustment to which Mayor Pro Tem Carpenter said that was correct. And,

he reiterated that after conversations with Police Commissioner Dixon, Captain Lane, and previous conversations with former Chief Evans, they did not want to be included because they do not want to use the numbers provided by the salary study. The recommendation of the Police Department and Mayor Pro Tem Carpenter is that when they need a market adjustment they present it as part of a budget presented to the Council. Because they currently have no issue with employee retention or filling positions as they become available, they are only interested in the CPI adjustments. Council Member McCormack and Bothe as well as Mayor Vajdos asked for clarification again to make sure it was clear that the Police Department was not interested in the market adjustments that were presented along with not bringing to a minimum the one police officer position listed in the market adjustment but only the CPI to which Mayor Pro Tem Carpenter stated again, that was correct.

The discussion then shifted to the positions that were presented for an adjustment to place those employees where they should be based on their time in position as proposed in the Gallagher Salary Study, why there was such a leap, in some cases as much as 40%, problems with filling the Public Works Director position, clarification on the differences between the positions listed for salary adjustments of bringing to minimum and time in position.. Currently, Ms. Robinson's intention is to continue to move forward with Ms. Chiapponi as the Public Works Director and Miguel Ramirez as the Public Works Superintendent and in any similar situation would prefer to train someone within the organization if needed.

There was additional discussion concerning the proposed time in position market adjustments. Ms. Robinson explained that the positions listed as time in position are a market adjustment based on years of experience in their current position, not just their experience with the City. Member McCormack then pointed out that while the differences in some cases are a sizeable total, there has also been a loss to the City of employees to larger cities due to promotions, pay increases, and employee value from training. She recommended that the Council not look at what the other villages are doing as any current employees would not be lost to any of the surrounding villages and noted the operational differences between the City and the villages. Mayor Pro Tem Carpenter returned the conversation to the importance of the CPI adjustments and to keep in mind the changes happening due to inflation. Council Member Bothe shifted attention back to the amount of data pulled for the salary study and stressed the importance of making the changes, understanding that this is an unprecedented time, but making sure that Council makes a decision, is comfortable with it, and moves forward. He stressed that the Council could not and should not send Ms. Robinson back to find more information or data. Mayor Vajdos continued the discussion by pointing out that the positions that would have the larger adjustments in question would be the four most senior positions, the director of community development, the assistant city treasurer, city treasurer, and city administrator. Mayor Pro Tem Carpenter wanted to ensure that the changes that would be made would not impact the tax rate for residents. Ms. Robinson ensured that the changes to the salary even with going retroactively to October 1, 2021, are affordable, not as large as a material impact as the Council is thinking, and would even have funds left over after funding all changes. She further advised that the FY 2022 deficit budget is fully funded by the projected FY 2022 excess revenues, the 2021 outstanding projects are funded, the proposed FY 2023 salary changes can be fully funded with the audited FY 2021 excess revenue, and still have FY 2021 excess revenues of approximately \$250,000. Furthermore, City Treasurer Michelle Yi and Ms. Robinson are currently running different scenarios for a possible tax rate reduction.

Mayor Pro Tem Carpenter asked for the calculation of the 7% COLA and the calculation was \$260,000 if implemented across the board. Ms. Robinson asked Council for their direction on the 5 positions that were outlined to bring to minimum. The Council requested for the next budget meeting to include figures for a COLA increase of 7, 8, and 9%, and Mayor Pro Tem Carpenter indicated he would like for the agreed percentage increase to be applied to city employees at Ms. Robinson's discretion. Ms. Robinson requested that, whatever Council decided on salary adjustments, it should be a COLA applicable to all employees. Ms. Robinson clarified again that the earlier \$2,000.00 inflation stipend paid to city employees was to get them through the end of the fiscal year and the 7% COLA would be considered for the new fiscal year.

Following discussion, it was the consensus of the Council:

- To approve the bring to a minimum for the 5 positions and to make that retroactive to October 1, 2021.
- Any COLA would be effective in Fiscal Year 2023
- For Staff to provide three different scenarios for a COLA (7%, 8%, and 9%) for the next budget workshop so the Council could see the impact of the three different scenarios on the proposed market adjustments for the time in position

3. ADJOURNMENT

Council Member Dominy made a motion to adjourn the meeting at 6:33 p.m., and Council Member Carpenter seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, AUGUST 2, 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 Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:00 p.m.

Members Present:

Mayor Marcus Vajdos
Mayor Pro-Tem Allen Carpenter
Council Member Bo Bothe
Council Member Steve Bass
Council Member David Dominy
Council Member Joy McCormack

Members Absent:

None.

2. PRESENTATION, DISCUSSION, AND DIRECTION CONCERNING: Draft Budget for Fiscal Year 2022-2023.

City Administrator Julie Robinson presented the Fiscal Year 2022-2023 Draft Budget as well as the 7%, 8% and 9% Cost of Living Adjustment scenarios as directed by the Council during the June 21, 2022, Budget Workshop. Council Member Carpenter asked for clarification regarding the two new officers being proposed and accounted for in the budget presented as well as information the number of vehicles in the police department. Chief Schulze presented his request to hire two additional officers and stated that their reasoning for the additional officers was due to the opening of Kelsey-Seybold and the change in anticipated calls and manpower that would then be required because of the type of the type of facility Kelsey-Seybold is. Council Member Carpenter advised that he would like for there to be a hold placed on hiring any new officers until better statistics on what would be needed could be presented. Council Member Dominy and Council Member Bothe suggested that instead of two officers the Police Department start with one officer and leave that additional position open if needed. In the draft budget, the Police Department also proposed three additional vehicles, two patrol vehicles and one administrative vehicle.

Following the discussion, it was the consensus of the Council for Staff to proceed with the draft budget:

- Using a tax rate of \$0.4050 (a 1cent tax rate reduction);
- Taking a closer look at a couple of revenue line items and expenditures;
- Including one new Police Officer and for the second officer position to be left open with the option to fill it later if it was needed;
- Including two patrol vehicles and one administrative vehicle
- A new 5-year lease for the Department's tasers;

- And 6 ballistic shields to be funded by the Spring Valley Legacy Fund..

3. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposing a Tax Rate Of \$0.4150 Per \$100 Valuation for The Fiscal Year Beginning October 1, 2022, And Ending September 30, 2023.

The property tax rates for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, were submitted to the Council for review, discussion, and action. After much discussion and proposals of several options, it was ultimately decided by all council members to propose a 9% COLA for all City employees and a 1-cent property tax rate reduction adoption but to keep the current property tax rate as the proposed tax rate.

Following discussion, the proposed tax rate of \$0.4150 per \$100 valuation for the fiscal year beginning October 1, 2022, and ending September 30, 2023, City Secretary Jasmin Torres recorded individual votes from each council member. Council Members Bass, Bothe, Carpenter, Dominy, and McCormack voted 'Aye'. No 'Nay' votes were given. Motion carried 5-0.

4. ADJOURNMENT

Council Member Bothe made a motion to adjourn the meeting at 7:05 p.m., and Council Member Carpenter seconded the motion. Motion carried 5-0.

Signed: _____

Marcus Vajdos
Mayor

Attest: _____

Jasmin Torres
City Secretary

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, SEPTEMBER 27, 2022 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 5:01 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro Tem Allen Carpenter

Council Member Bo Bothe (left at 6:02 p.m.)

Council Member Steve Bass

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

None.

At this time, Council Member Bothe made a motion to take Agenda Items 10 through 17 out of order, and Council Member Dominy seconded the motion. Motion carried 5-0.

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2022-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2022 CERTIFIED APPRAISAL ROLL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2022-17, and Council Member Bass seconded the motion. Motion carried 5-0.

11. CONDUCT A PUBLIC HEARING CONCERNING: Proposed Fiscal Year 2022-2023 Budget.

Mayor Vajdos opened the Public Hearing at 5:04 p.m.

A. Staff Presentation

Director of Community Development Zachary Meadows presented the budget for the Fiscal Year 2022-2023 that incorporated all of the changes and direction from Council during the August 2, 2022, meeting.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Vajdos adjourned the Public Hearing at 5:05 p.m.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2022-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR FISCAL YEAR 2022-2023; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH FISCAL YEAR AS REFLECTED IN SAID BUDGET; PROVIDING FOR THE INCORPORATION OF PREAMBLE; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. Council Member Dominy made a motion to approve Ordinance No. 2022-16, and Council Member Bothe seconded the motion. City Secretary Jasmin Torres recorded individual votes from each Council Member. Council Members Bass, Bothe, Carpenter, Dominy, and McCormack voted 'Aye'. No 'Nay' votes were given. Motion carried 5-0.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ratification of Increased Property Tax Revenues Reflected in the Fiscal Year 2022-2023 Budget Adopted Pursuant to Ordinance Number 2022-XX.

Council Member Bothe made a motion to approve the Ratification of Increased Property Tax Revenues and Council Member Bass seconded the motion. Motion carried 5-0

14. **CONDUCT A PUBLIC HEARING CONCERNING:** Fiscal Year 2022-2023 Proposed Tax Rate of \$0.415000 per \$100 in Assessed Value For The Fiscal Year Beginning October 1, 2022 And Ending September 30, 2023.

Mayor Vajdos opened the Public Hearing at 5:08 p.m.

A. Staff Presentation

Director of Community Development Zachary Meadows presented the Proposed Tax Rate for The Fiscal Year Beginning October 1, 2022 and ending September 30, 2023, making the clarification that the Tax Rate stated and proposed in the budget is \$.4050 - 1 cent lower than the current tax rate.

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Vajdos adjourned the Public Hearing at 5:10 p.m.

15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Setting A Debt Service Tax Rate Of \$0.061066 Per \$100 Of Assessed Valuation Of All Taxable Property Within The Corporate Limits Of The City For Tax Year 2022.

Council Member Dominy made a motion to approve the setting of a Debt Service Tax Rate of \$0.061066 per \$100 of Assessed Valuation for Tax Year 2022, and Council Member Bass seconded the motion. Motion carried 5-0.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Setting A Maintenance and Operations Tax Rate Of \$0.343934 Per \$100 Of Assessed Valuation Of All Taxable Property Within The Corporate Limits Of The City For Tax Year 2022.

Council Member Bass made a motion to approve the setting of a Maintenance and Operations Tax Rate of \$0.343934 per \$100 of Assessed Valuation for Tax Year 2022, and Council Member Dominy seconded the motion. Motion carried 5-0.

17. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2022-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE 2022 AD VALOREM TAX (DEBT) RATE AND LEVY OF \$0.061066 PER HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AND APPROVING THE 2022 AD VALOREM TAX (MAINTENANCE AND OPERATION) RATE AND LEVY OF \$0.343934 PER HUNDRED DOLLARS OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR THE ASSESSMENT, LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE YEAR 2022 AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

Mayor Vajdos read the Ordinance by caption only. Council Member McCormack made a motion to approve the Ordinance as presented, and Council Member Carpenter seconded the motion. City Secretary Jasmin Torres recorded individual votes from each council member. Council Members Bass, Bothe, Carpenter, Dominy, and McCormack voted 'Aye'. No 'Nay' votes were given. Motion carried 5-0.

2. **INTRODUCTIONS**

Julie M. Robinson, City Administrator
Zachary Meadows, Director of Community Development
Jasmin Torres, City Secretary
Michelle Yi, City Treasurer
Silvia Chiapponi, Assistant to the City Administrator / Interim Public Works Director
Loren Smith, City Attorney
Mark Schulze, Acting Police Chief
Justin Lane, 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

The Council then returned to Agenda Item 5.

5. **CONSENT AGENDA**

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

5.1 Minutes for Special City Council Meeting on July 26, 2022

5.2 Minutes for Regular City Council Meeting on August 23, 2022

5.3 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 PUBLIC MANAGEMENT, INC. FOR ADMINISTRATION AND/OR PLANNING SERVICES CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS AND/OR PROJECTS (RFP #2022-06-501); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

5.4 Resolution Number 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 PAY ESTIMATE NUMBER 6 TO W.W. PAYTON CORPORATION IN THE AMOUNT OF \$66,040.00 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND W.W. PAYTON CORPORATION FOR GROUND STORAGE TANK NO. 2 REPLACEMENT PROJECT (CSB #2021-05-1010); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

5.5 Approval of Pay Estimate No. 3 for Cedarspur, Burkhart, and Winningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of \$ 17,834.49

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

OLD BUSINESS

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

1. Number of Calls for Service – 2,260
2. Number of Traffic Violations – 930
3. Memorandum of Understanding between Harris County Law Enforcement and First Responders

Chief Schulze briefed the Council on a Memorandum of Understanding received from the Harris County District Attorney's office regarding coordination of joint responses with all public safety agencies in Harris County with regard to active shooter incidents in light of the recent Uvalde CISD mass school shooting. Chief Schulze stated that the processes listed in the memorandum are procedures already set in place for the Police Department in response to an emergency situation.

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on August 24, 2022, and Any Special Meetings That May Have Occurred since August 24, 2022. (Mayor Pro-Tem Carpenter / Council Member Bothe)

Council Member Bothe briefed the Council on the meetings with the Village Fire Department updates such as building issues with the roof and other construction issues from the new Fire Department building. He also mentioned the possibility of changes needed for additional new crew members along with the new ambulance, the retirement of the Fire Marshal and looking at internal promotion for that, possible, changes in permitting fees, and budgeting for future emergencies such as a reserve fund.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Planning and Zoning Commission Meeting of September 13, 2022. (Council Member Dominy / Council Member Bass / City Attorney Loren Smith)

City Attorney Loren Smith briefed the Council that the Planning and Zoning Commission meeting on September 13, 2022, met for the SVMPII Pad Ordinance renewal which is listed as agenda item #19. The other item is an amendment to the carport or Porte-Cochere ordinance and will be included for discussion and review in the October Planning and Zoning and City Council agenda.

NEW BUSINESS

9. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of the Village Fire Department's FY 2022 Budget Amendments.

City Treasurer Michelle Yi briefed the Council on the Village Fire Department Budget Amendments which are for the replacement of bunker gear. This would increase that line item by \$150,000.00 bringing the new total to \$176,000.00 with no additional impact to the City's contribution.

Council Member McCormack made a motion to approve the budget amendment as presented, and Council Member Bass seconded the motion. Motion carried 4-0.

At this time, the Council held 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: Section 551.071: Consultation with the Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in a closed meeting.

Council adjourned into the Executive Session at 5:14 p.m. The City Council meeting reconvened at 5:37 p.m.

- 18. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award of Request for Qualifications #2022-06-901 for Engineering/Architectural/Surveying Services Coronavirus Local Fiscal Recovery Fund Programs And/Or Projects to IDS Engineering.

Council Member Dominy made a motion to approve the Award of Request for Qualifications #2022-06-901, and Council Member Carpenter seconded the motion. Motion carried 4-0.

- 19. CONDUCT A PUBLIC HEARING CONCERNING:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2020-25 AMENDING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE 2020-25 TO COMMENCE NO LATER THAN AUGUST 25, 2023; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

Mayor Vajdos opened up the Public Hearing at 6:07 p.m.

- A. Presentation of PAD Extension Request

Director of Community Development Zachary Meadows briefed the Council about the request received for the SVMPII Pad Extension Request for the development of a medical office building. Their extension is for more time to begin construction and development of the project no later than August 25, 2023. Mr. Joubert of 9230 Katy Freeway addressed the Council with a quick update regarding the stalls the project has encountered during the COVID Pandemic and i3's interest in wanting to resume the project.

- B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Vajdos closed the Public Hearing at 6:11 p.m.

- 20. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2022-XX - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, EXHIBIT A BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ORDINANCE 2020-25 AMENDING A PLANNED AREA DEVELOPMENT (“PAD”) OF APPROXIMATELY 1.17 ACRES OF LAND JUST EAST OF THE NORTH EAST INTERSECTION OF KATY FREEWAY AND ADKINS ROAD, BEING OUT OF LOT 17 AND LOT 2 OF THE WEST PARK SUBDIVISION, IN THE THOMAS A. HOSKINS SURVEY, ABSTRACT NO. 342, HARRIS COUNTY, TEXAS, WITHIN THE FREEWAY PLANNED AREA DEVELOPMENT DISTRICT REQUIRING CONSTRUCTION ON THE DEVELOPMENT APPROVED BY ORDINANCE 2020-25 TO COMMENCE NO LATER THAN AUGUST 25, 2023; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

Mayor Vajdos read the Ordinance by caption only. Council Member McCormack made a motion to accept the Ordinance as presented, and Council Member Dominy seconded the motion. Motion carried 4-0.

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

1. Development Update

Director of Community Development Zachary Meadows reported to the Council that Toasted Yolk is now open. He also reported that he, Mayor Vajdos, City Administrator Julie Robinson, and Planning and Zoning Chairman Hoffman have met with Mr. Kimball regarding the Dillard Tract to move forward with possible development in the future.

2. Status of Cedarspur, Burkhart, and Winningham (East of Voss) Paving and Utilities Project

Interim Public Works Director Silvia Chiapponi briefed that the Cedarspur, Burkhart, and Winninghamd (East of Voss) Project is proceeding on schedule. The project completion is estimated for February 2023.

3. Status of Cedarspur and Burkhart (West of Bingle Road) Paving and Utility Improvements Project

Ms. Chiapponi briefed that the Cedarspur and Burkhart (West of Bingle Road) Project 90% construction design plans are under City review and there is a meeting scheduled for 100% construction design plans.

4. Status of Bingle Road Road Diet

Ms. Chiapponi briefed that the Bingle Road Road Diet has no other update other than what has been posted on the City of Houston website stating that the project is to commence in the Fall of 2022.

Before adjourning the meeting, Council Member McCormack asked for an item to be added to the October agenda to discuss the date of the November Council meeting.

22. ADJOURNMENT

Council Member Dominy made a motion to adjourn the meeting at 6:16 p.m., and Council Member Bass seconded the motion. Motion carried 3-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

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

MEETING DATE: November 15, 2022

TOPIC:	ORDINANCE NUMBER 2022-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, PROVIDING FOR AN OFFICIAL NEWSPAPER FOR THE CITY; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
BACKGROUND:	According to Section 52.004 of the Texas Local Government Code, the City must adopt an official newspaper at the beginning of the municipal year. The City has used the Memorial Examiner (formerly the Spring Branch – Memorial Sun) since 1995, and Staff's recommendation is to continue using The Memorial Examiner for FY 2022-2023.
RECOMMENDATION:	• Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2022-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: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 

ORDINANCE NUMBER 2022-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY, TEXAS, PROVIDING FOR AN OFFICIAL NEWSPAPER FOR THE CITY; 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, TEXAS, THAT:

Section 1. In accordance with Section 52.004 of the Texas Local Government Code, as amended, the City Council of the City of Spring Valley Village, Texas, hereby contracts with The Memorial Examiner, a public newspaper of the City, to be the City's official newspaper until another newspaper is selected. Further, the City's use of said newspaper is for all purposes hereby ratified and confirmed.

Section 2. All ordinances, resolutions, or policies, or parts thereof, inconsistent or in conflict with this Ordinance are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance of the application of the same to any person or circumstance shall be 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 of 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, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED THIS ____ day of _____, 2022.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

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

MEETING DATE: November 15, 2022

TOPIC:	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE ACTING POLICE CHIEF IN EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS COUNTY LAW ENFORCEMENT AND FIRST RESPONDERS; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	During the September 27, 2022 Council meeting, I briefed the Council on a Memorandum of Understanding between Harris County Law Enforcement and First Responders (MOU). In order to meet the requested deadline for responding, I executed the MOU on September 27, 2022. Please note that Exhibits B and C have been redacted from the MOU due to Confidential and Sensitive information contained therein.
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	• Resolution Number 22-XX
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Acting Chief Mark Schulze	CITY ADMINISTRATOR APPROVAL: 
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RESOLUTION NUMBER 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE ACTING POLICE CHIEF IN EXECUTING A MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS COUNTY LAW ENFORCEMENT AND FIRST RESPONDERS; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 27, 2022, the Acting Police Chief executed a Memorandum Of Understanding Between Harris County Law Enforcement And First Responders ("MOU"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

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

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

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

Section 2. The actions of the Acting Police Chief taken for and on behalf of the City in executing the MOU on behalf of the City of Spring Valley Village are ratified in all respects.

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 22-XX

MEMORANDUM OF UNDERSTANDING BETWEEN HARRIS COUNTY FIRST RESPONDERS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Memorandum of Understanding (“MOU”) is made and entered by and between the First Responders of Harris County (“Agency” or “Agencies”).

Recitals

The intention of this MOU that all agencies will agree to utilize National Incident Management System (“NIMS”) and the Incident Command System (“ICS”) in the management of all incidents regardless of size, complexity, or scope and planned events.

Advanced Law Enforcement Rapid Response Training (“ALERRT”) was recognized as the national standard in active shooter response training by the FBI in 2013. ALERRT’s excellence in training was recognized in 2016 with a Congressional Achievement Award. More than 200,000 state, local, and tribal first responders (over 140,000 law enforcement) from all 50 states, the District of Columbia, and U.S. territories have received ALERRT training over the last 20 years.

Active shooter and hostile events (“ASHE”) present unique and challenging problems for law enforcement and other first responders. In ASHE situations, preservation of life immediately becomes the first priority of any first responders. Where driving force factors are present, current best practices require the first law enforcement officer(s) or agency on the scene to move toward the danger in order to save lives, even if only one officer is on the scene.

ALERRT states that first responders’ main priorities in an ASHE are to Stop the Killing, Stop the Dying, and Rapid Casualty Evacuation. (ALERRT Active Attack Integrated Response, Version 2.0, p. 1-7). Inherent in both stopping the killing and dying is the priority of life scale (ALERRT & FBI, 2020, pp. 2-6 & 2-34). At the top of this scale, the first priority is to preserve the lives of victims/potential victims. The second priority is the safety of the first responders, and the last priority is tending to is the suspect. This prioritization means officers must assume risk to save innocent lives. (Robb Elementary School Attack Response Assessment and Recommendations, p. 15, 2022).

History has demonstrated that ASHE situations change rapidly, often, and without reason. For the best response possible to any ASHE situation, first responders must work together. Working together saves valuable minutes at a time that every second counts. The establishment of Unified Command

ensures that each stakeholder is engaged throughout the duration of the incident and “Unified Command does not affect individual agency authority, responsibility, or accountability.” (E/L/G 0300 Intermediate Incident Command System for Expanding Incidents, p. IG-52, 2019). To assist first responders with their response to these very dynamic and dangerous situations, the Agencies signing this MOU pledge to work together during ASHE incidents to effect the best outcomes in very complicated situations.

Definitions

Active Shooter/Hostile Event (“ASHE”). An incident involving one or more individuals who are or have been actively engaged in harming, killing, or attempting to kill people in a populated area by means such as firearms, explosives, toxic substances, vehicles, edged weapons, fire, or a combination thereof.

Incident Command System (“ICS”). A specific component of the national incident management system (NIMS) designed to enable effective and efficient on-scene incident management by integrating organizational functions, tactical operations, incident planning, incident logistics, and administrative tasks within a common organization structure.

Unified Command (“UC”). An incident command system used when there is more than one agency with incident jurisdiction, or when incidents cross political jurisdictions. Agencies work together through designated members of the UC, often the senior person(s) from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies. The incident command responsibility is shared within the UC, with the function most important at the time taking the lead role. The lead responsibility may shift as the incident progresses.

Terms

I.

The initial law enforcement officer(s) on any ASHE scene is/are responsible for engaging and neutralizing the threat unless they are incapacitated or voluntarily relinquish the control of the scene.

ASHE situations continue well beyond the initial response, to include the investigation and possible prosecution of a suspect, suspects, or any accomplices.

In the geographic boundaries of the City of Houston, the Houston Police Department (“HPD”) is the law enforcement agency with the capacity to follow the incident from start through the investigation and assist with the prosecution of any suspects. Therefore, if Unified Command is not previously established by public safety agencies, then HPD will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then HPD will integrate into Unified Command. The Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, EMS agencies, emergency medical personnel and other appropriate response entities and agencies work together to

effectively manage the incident.

In the geographic boundaries of an incorporated municipality of Harris County (excluding the City of Houston), if unified command is not previously established by public safety agencies, then the municipal law enforcement agency will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then the municipal law enforcement agency will integrate into Unified Command. Unified Command will determine the municipality's capacity to handle the incident and request assistance from other agencies as needed. As described above, the Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, EMS agencies, emergency medical personnel and other appropriate response entities and agencies work together to effectively manage the incident.

In the unincorporated areas of Harris County, the Harris County Sheriff's Office ("HCSO") is the law enforcement agency with the capacity to follow the incident from start through the investigation and prosecution of any suspects. Therefore, if unified command is not previously established by public safety agencies, then HCSO will be responsible for making contact with initial incident command and/or public safety agencies on-scene or in staging to establish Unified Command. If Unified Command is already established, then HCSO will integrate into Unified Command. The Unified Command will be responsible for managing all critical components of the ASHE while ensuring responding law enforcement agencies, fire departments, emergency medical personnel and other appropriate entities and agencies work together to effectively manage the incident.

The Harris County District Attorney's Office's responsibilities include the documentation of the qualified immunity of those first responders involved in the incident, assisting law enforcement with investigative support such as search warrants, and the prosecution of suspect(s) and any accomplices.

The Harris County District Attorney's Office provided training pertaining to the legal protections afforded to public safety agencies. Upon request, the Harris County District Attorney's Office will provide a video copy of the training to be used to train other officers within the agency. It is recommended that at least one of the officers be a patrol/field supervisor from the agency.

II.

Participating responding agencies will appoint a primary Agency representative who will make contact with the Unified Command at all applicable ASHE incidents. Agencies executing this agreement shall provide a Department/Agency point of contact who is responsible for coordinating aspects of unified and integrated response prior to an incident(s). This information will be attached in Exhibit B as a confidential sensitive security information.

III

During each Agency's risk assessment to identify gaps in response equipment, participating Agencies may request any additional equipment necessary for the safety of the first responders that may respond. The District Attorney's Office will attempt to secure equipment for the Agency, if

possible. All participating Agencies agree, when practicable, to share resources as needed.

IV.

No Agency has appropriated any funds for this MOU.

V.

Any Agency may withdraw from this MOU at any time by sending written notice to all of the Agencies who have signed and agreed to this MOU listed in Exhibit B.

VI.

Nothing in this MOU may be construed as creating any personal liability on the part of any participating Agency or any elected official, officer, director, employee, or agent of the Agency. The Agencies agree that no provision of this MOU extends any Agency's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this MOU nor any other conduct of any Agency relating to this MOU shall be considered a waiver by any Agency of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

VII.

This MOU is not binding on any Agency and exists strictly as guidance for cooperation between the Agencies.

This MOU contains the entire agreement between the Agencies relating to the rights and responsibilities of each Agency. Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification unless all Agencies agree in writing to any changes.

VIII.

This MOU may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Agency warrants by signing, that the undersigned is a duly authorized representative with the power to execute the MOU.

[The Signature pages follow immediately behind and the remainder of this page is intentionally left blank.]

Agency: Spring Valley Village Police Department

Signature: Mark Schulze

Print Name: Mark Schulze

Title: Acting Chief of Police

Date: 09-27-2022

EXHIBIT A

Participating Agencies

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

MEETING DATE: November 15, 2022

TOPIC: 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 PAY ESTIMATE NUMBER 4 TO METROCITY, LLC. IN THE AMOUNT OF \$47,970.58 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND METROCITY LLC. FOR THE CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS) PAVEMENT & UTILITY IMPROVEMENTS PROJECT (CSB #2022-01-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On October 19, 2022, City Administrator Julie Robinson authorized payment of the 4th pay estimate to be submitted by MetroCity, LLC. for the Cedarspur, Burkhardt, and Winningham (East of Voss) Pavement & Utility Improvements Project (2022-01-101) for work completed on the Project from September 1 through September 30, 2022.

This pay estimate was submitted by MetroCity, LLC. to Binkley & Barfield Engineering for the October 25, 2022 City Council meeting; however, the meeting was cancelled due to a lack of quorum. The pay estimate was approved prior to this Council meeting to ensure that the contractor is paid in accordance with the contract.

RECOMMENDATION: Binkley & Barfield Engineer Sr. Project Manager Tommy Cromes, P.E., ENV SP, and City staff recommend approval of this Resolution.

ATTACHMENTS: • Resolution No. 22-XX

FUNDING ISSUES:

- ☐ Not applicable – no dollars are being spent or received.
- ☒ Full amount already budgeted in Acct/Project#25-50-7520
- ☐ 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# _____

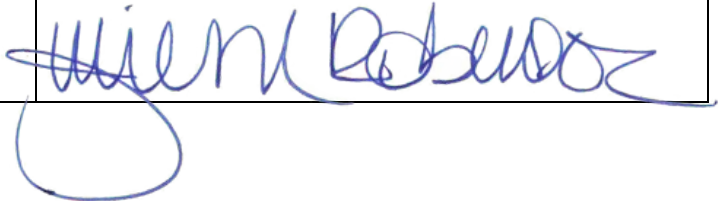
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Silvia Chiapponi, Interim Public Works Director

CITY ADMINISTRATOR APPROVAL:



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 PAY ESTIMATE NUMBER 4 TO METROCITY, LLC. IN THE AMOUNT OF \$47,970.58 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND METROCITY, LLC. FOR CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS) PAVEMENT & UTILITY IMPROVEMENTS PROJECT (CSB #2022-01-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 19, 2022, the City Administrator executed Pay Estimate Number 4 to MetroCity, LLC. in the amount of \$47,970.58 pursuant to the Agreement by and between the City of Spring Valley Village, Texas and MetroCity, LLC. for the Cedarspur, Burkhardt, and Winningham (East of Voss) Pavement & Utility Improvements Project (CSB #2022-01-101) ("Pay Estimate 4"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute Pay Estimate Number 4; and (2) that the actions of the City Administrator in executing Pay Estimate Number 4 should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing Pay Estimate Number 4 on behalf of the City of Spring Valley Village are ratified in all respects.

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 22-XX

APPLICATION FOR PAYMENT

METROCITY LLC

Owner: City of Spring Valley Village

Project: Cedarspur, Burkhardt & Winningham Paving and Utility Improvements

Project # 315

Contract Date	6/6/22	Estimate #	4
Contract Time	300	Beg Period	9/1/22
Org. Completion Date	4/2/23	End Period	9/30/22
Additional Days		%Time Completed	39%
Completion Date	4/2/23	%Work Completed	32%

ANALYSIS OF CONTRACT AMOUNT

1. Original Contract Amount.	\$ 1,365,593.00
2. Net change by Change Order.	\$ -
3. Revised Contract Amount.	\$ 1,365,593.00
4. Total Completed and Stored Today.	\$ 435,769.94
5. Retainage:	
a: 10% of Completed Work	\$ 43,576.99
b: 10% of Stored Material	\$ -
6. Net Amount Earned to Date: (Line 4 less 5 total).	\$ 392,192.95
7. Less Previous Payments.	\$ 344,222.37
8. Amount Due this Estimate.	\$ 47,970.58
9. Balance to Finish (Line 3 less Line 4).	\$ 929,823.06

MetroCity, LLC certifies that to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Application for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

BY: Althea Smith DATE: 10/5/22
Althea Smith, Project Manager

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner/Owner's representative agrees to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the this pay application.

CHANGE ORDER SUMMARY

1

2

3

4

5

Total Amount of Change Orders

BY: Tommy V. Cromo DATE: 10/11/2022
Brinkley & Barfield

BY: William Robles DATE: 10-19-2022
City of Spring Valley

METROCITY LLC. 17410 County Rd 127 Pearland, TX 77581 (281) 978-3000 (O)

PROJECT # 315

PERIOD 9/1 - 9/30

PROJECT NAME: Cedarspur, Burkhart, and Winningham

ESTIMATE 4

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD			
1	Mobilization	1	LS	\$39,000.00	\$ 39,000.00	1.00	\$ 39,000.00		\$ -	\$ 39,000.00	100%	\$ -
2	Performance and Payment Bonds	1	LS	\$19,384.00	\$ 19,384.00	1.00	\$ 19,384.00		\$ -	\$ 19,384.00	100%	\$ -
3	Traffic Control	10	MTH	\$1,250.60	\$ 12,506.00	3.00	\$ 3,751.80	1.00	\$ 1,250.60	\$ 5,002.40	40%	\$ 7,503.60
4	Sodding	6,000	SY	\$5.00	\$ 30,000.00	-	\$ -		\$ -	\$ -		\$ 30,000.00
5	Project Signs	3	EA	\$1,188.00	\$ 3,564.00	3.00	\$ 3,564.00		\$ -	\$ 3,564.00	100%	\$ -
6	Landscaping, Street Signs, Irrigation Systems	1	LS	\$25,012.00	\$ 25,012.00	-	\$ -		\$ -	\$ -		\$ 25,012.00
7	Tree Protection	10	MTH	\$1,875.90	\$ 18,759.00	3.00	\$ 5,627.70	1.00	\$ 1,875.90	\$ 7,503.60	40%	\$ 11,255.40
8	Furnish Material Testing	10	MTH	\$2,500.00	\$ 25,000.00	3.00	\$ 7,500.00	1.00	\$ 2,500.00	\$ 10,000.00	40%	\$ 15,000.00
9	Remove & Dispose Existing - Pavement	5,300	SY	\$6.00	\$ 31,800.00	-	\$ -	1299.99	\$ 7,799.94	\$ 7,799.94	25%	\$ 24,000.06
10	Remove & Dispose Existing Driveway	550	SY	\$9.00	\$ 4,950.00	-	\$ -	121.65	\$ 1,094.85	\$ 1,094.85	22%	\$ 3,855.15
11	Remove & Dispose Existing - Curb	3,600	LF	\$3.00	\$ 10,800.00	-	\$ -	546.00	\$ 1,638.00	\$ 1,638.00	15%	\$ 9,162.00
12	Saw Cut Existing Pavement	1,770	LF	\$4.00	\$ 7,080.00	62.00	\$ 248.00	142.00	\$ 568.00	\$ 816.00	12%	\$ 6,264.00
13	6" Reinforced Concrete Paving	5,300	SY	\$65.00	\$ 344,500.00	-	\$ -		\$ -	\$ -		\$ 344,500.00
14	6" Lime/Flyash Stabilized Sub grate	6,400	SY	\$4.00	\$ 25,600.00	-	\$ -		\$ -	\$ -		\$ 25,600.00
15	Lime	60	TN	\$212.00	\$ 12,720.00	-	\$ -		\$ -	\$ -		\$ 12,720.00
16	Fly Ash	140	TN	\$248.00	\$ 34,720.00	-	\$ -		\$ -	\$ -		\$ 34,720.00
17	7" Concrete Driveways	870	SY	\$78.00	\$ 67,860.00	-	\$ -		\$ -	\$ -		\$ 67,860.00
18	Furnish & Install Temporary Driveway	350	SY	\$15.00	\$ 5,250.00	-	\$ -	121.65	\$ 1,824.75	\$ 1,824.75	35%	\$ 3,425.25
19	Transition Reinf Concret Curb incl Mitering Yard Drain	3,600	LF	\$8.00	\$ 28,800.00	-	\$ -		\$ -	\$ -		\$ 28,800.00
20	Transition Reinf Curb Drain	71	EA	\$1,058.00	\$ 75,118.00	-	\$ -		\$ -	\$ -		\$ 75,118.00
21	Storm Sewer Rings	6	EA	\$1,204.00	\$ 7,224.00	-	\$ -		\$ -	\$ -		\$ 7,224.00
22	SWPPP	10	MTH	\$1,250.60	\$ 12,506.00	3.00	\$ 3,751.80	1.00	\$ 1,250.60	\$ 5,002.40	40%	\$ 7,503.60
23	Inlet Protection Barrier - Stage 2	6	EA	\$112.00	\$ 672.00	6.00	\$ 672.00		\$ -	\$ 672.00	100%	\$ -
24	Stablized Construction Exit/Entrance	3	EA	\$3,323.00	\$ 9,969.00	-	\$ -		\$ -	\$ -		\$ 9,969.00
25	Spot Repair 6" W/L Trenchless	6	EA	\$712.00	\$ 4,272.00	-	\$ -		\$ -	\$ -		\$ 4,272.00
26	Remove and Dispose Existing W/L	630	LF	\$8.00	\$ 5,040.00	-	\$ -		\$ -	\$ -		\$ 5,040.00
27	6" PVC Waterline	630	LF	\$145.00	\$ 91,350.00	610.00	\$ 88,450.00		\$ -	\$ 88,450.00	97%	\$ 2,900.00
28	Trench Safety	630	LF	\$5.00	\$ 3,150.00	60.00	\$ 300.00		\$ -	\$ 300.00	10%	\$ 2,850.00
29	8 x 6 Wet Connection	1	EA	\$2,074.00	\$ 2,074.00	-	\$ -		\$ -	\$ -		\$ 2,074.00
30	Cut and Plug 6" Waterline	1	EA	\$1,920.00	\$ 1,920.00	-	\$ -		\$ -	\$ -		\$ 1,920.00
31	6" Gate Valve & Box	4	EA	\$2,123.00	\$ 8,492.00	1.00	\$ 2,123.00		\$ -	\$ 2,123.00	25%	\$ 6,369.00
32	1" Single Short Side Service	24	EA	\$1,331.00	\$ 31,944.00	7.00	\$ 9,317.00	4.00	\$ 5,324.00	\$ 14,641.00	46%	\$ 17,303.00
33	2" Single Long Side Service	25	EA	\$1,887.00	\$ 47,175.00	-	\$ -	10.00	\$ 18,870.00	\$ 18,870.00	40%	\$ 28,305.00
34	"Y" Reducer	49	EA	\$482.00	\$ 23,618.00	7.00	\$ 3,374.00	12.00	\$ 5,784.00	\$ 9,158.00	39%	\$ 14,460.00
35	New Water Meter Box	44	EA	\$352.00	\$ 15,488.00	-	\$ -	10.00	\$ 3,520.00	\$ 3,520.00	23%	\$ 11,968.00
36	Fire Hydrant	4	EA	\$7,827.00	\$ 31,308.00	4.00	\$ 31,308.00		\$ -	\$ 31,308.00	100%	\$ -
37	Fire Hydrant - Parallel	2	EA	\$8,352.00	\$ 16,704.00	2.00	\$ 16,704.00		\$ -	\$ 16,704.00	100%	\$ -
38	4 1/2" Pumper Nozzle For Fire Hydrant	3	EA	\$1,520.00	\$ 4,560.00	3.00	\$ 4,560.00		\$ -	\$ 4,560.00	100%	\$ -
39	Uniformed Officer	120	HR	\$35.00	\$ 4,200.00	-	\$ -		\$ -	\$ -		\$ 4,200.00
40	Pot Hole Utility Investigation	6	EA	\$2,000.00	\$ 12,000.00	2.00	\$ 4,000.00		\$ -	\$ 4,000.00	33%	\$ 8,000.00
41	Temporary Construction Safety Fence	200	LF	\$5.00	\$ 1,000.00	180.00	\$ 900.00		\$ -	\$ 900.00	90%	\$ 100.00
42	Extra Ductil Iron Fittings	1	TN	\$1,500.00	\$ 1,500.00	-	\$ -		\$ -	\$ -		\$ 1,500.00
43	Extra Machine Excavation	150	CY	\$20.00	\$ 3,000.00	-	\$ -		\$ -	\$ -		\$ 3,000.00
44	Extra Hand Excavation	150	CY	\$30.00	\$ 4,500.00	-	\$ -		\$ -	\$ -		\$ 4,500.00

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD			
45	Point Repair 8" Existing Sanitary Sewer	9	EA	\$712.00	\$ 6,408.00	7.00	\$ 4,984.00		\$ -	\$ 4,984.00	78%	\$ 1,424.00
46	Remove Sanitary Sewer Cleanout	2	EA	\$880.00	\$ 1,760.00	2.00	\$ 1,760.00		\$ -	\$ 1,760.00	100%	\$ -
47	8" Sanitary Sewer by CIPP	610	LF	\$179.00	\$ 109,190.00	610.00	\$ 109,190.00		\$ -	\$ 109,190.00	100%	\$ -
48	Sanitary Service Replacement	47	EA	\$750.00	\$ 35,250.00	4.00	\$ 3,000.00		\$ -	\$ 3,000.00	9%	\$ 32,250.00
49	Sanitary Manhole Lid and Rigs	7	EA	\$628.00	\$ 4,396.00	-	\$ -		\$ -	\$ -		\$ 4,396.00
50	Sanitary Sewer Manhole	2	EA	\$9,500.00	\$ 19,000.00	2.00	\$ 19,000.00		\$ -	\$ 19,000.00	100%	\$ -
51	Sanitary Sewer Cleanout	47	EA	\$500.00	\$ 23,500.00	-	\$ -		\$ -	\$ -		\$ 23,500.00
TOTAL CONTRACT AMOUNT					\$ 1,365,593.00	\$ 1,586.00	\$ 382,469.30		\$ 53,300.64	\$ 435,769.94		\$ 929,823.06

Installed This Period	\$ 53,300.64
Retainage this Period	\$ 5,330.06
Total Amt of Contract with Add'l Items	\$ 1,365,593.00
Total Installed to Date	\$ 435,769.94
Less Retainage 10%	\$ 43,576.99
Total Amount Less Retainage	\$ 392,192.95
Invoiced to Date	\$ 344,222.37
Total Payment Due this Estimate	\$ 47,970.58

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Rodriguez**. Party to that certain Contract entered on the 12th day of May 2022, between **City of Spring Valley Village** (Owner) and **MetroCity, LLC** (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications, therefore.

Deponent further states he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

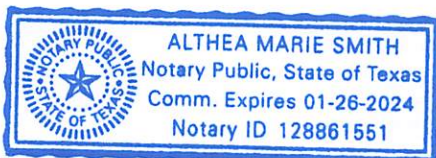
(Contractor)


By: **Anthony Ray Rodriguez - President**

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Ray Rodriguez** known to me to be the person and officer 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 purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 5th day of October 2022

MY COMMISSION EXPIRES:




NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

MEETING DATE: November 15 2022

TOPIC:	Approval of Pay Estimate No. 5 for Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of \$ 122,192.79
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BACKGROUND:	This is the 5th pay estimate to be submitted by MetroCity, LLC. for the Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project (2022-01-101) for work completed on the Project from October 1-October 31, 2022.
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RECOMMENDATION:	Binkley & Barfield Engineer Sr. Project Manager Tommy Cromer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 5 and recommend approval.
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ATTACHMENTS:	• Pay Estimate No. 5 Submitted By MetroCity, LLC.
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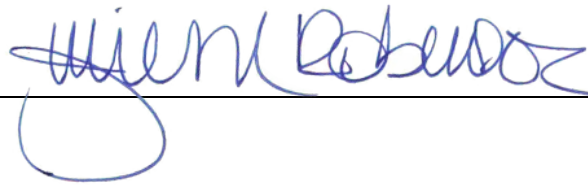
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #25-50-7520 ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ 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:	CITY ADMINISTRATOR APPROVAL:
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Silvia Chiapponi, Interim Public Works Director



APPLICATION FOR PAYMENT

METROCITY LLC

Owner: City of Spring Valley Village

Project: Cedarspur, Burkhardt & Winningham Paving and Utility Improvements

Project # 315

Contract Date	6/6/22	Estimate #	5
Contract Time	300	Beg Period	10/1/22
Org. Completion Date	4/2/23	End Period	10/31/22
Additional Days		%Time Completed	49%
Completion Date	4/2/23	%Work Completed	42%

ANALYSIS OF CONTRACT AMOUNT

1. Original Contract Amount.	\$ 1,365,593.00
2. Net change by Change Order.	\$ -
3. Revised Contract Amount.	\$ 1,365,593.00
4. Total Completed and Stored Today.	\$ 571,539.71
5. Retainage:	
a: 10% of Completed Work	\$ 57,153.97
b: 10% of Stored Material	\$ -
6. Net Amount Earned to Date: (Line 4 less 5 total).	\$ 514,385.74
7. Less Previous Payments.	\$ 392,192.95
8. Amount Due this Estimate.	\$ 122,192.79
9. Balance to Finish (Line 3 less Line 4).	\$ 794,053.29

CHANGE ORDER SUMMARY

1	
2	
3	
4	
5	
Total Amount of Change Orders	-

MetroCity, LLC certifies that to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Application for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

BY: Althea Smith DATE: 11/3/22
Althea Smith, Project Manager

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner/Owner's representative agrees to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the this pay application.

BY: Tommy V. Cromo DATE: 11/3/2022
Brinkley & Barfield

BY: _____ DATE: _____
City of Spring Valley

METROCITY LLC.

17410 County Rd 127

Pearland, TX 77581

(281) 978-3000 (O)

PROJECT # 315

PROJECT NAME: Cedarspur, Burkhart, and Winningham

PERIOD 10/1 - 10/31

ESTIMATE 5

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD			
1	Mobilization	1	LS	\$39,000.00	\$ 39,000.00	1.00	\$ 39,000.00		\$ -	\$ 39,000.00	100%	\$ -
2	Performance and Payment Bonds	1	LS	\$19,384.00	\$ 19,384.00	1.00	\$ 19,384.00		\$ -	\$ 19,384.00	100%	\$ -
3	Traffic Control	10	MTH	\$1,250.60	\$ 12,506.00	4.00	\$ 5,002.40	1.00	\$ 1,250.60	\$ 6,253.00	50%	\$ 6,253.00
4	Sodding	6,000	SY	\$5.00	\$ 30,000.00	-	\$ -		\$ -	\$ -		\$ 30,000.00
5	Project Signs	3	EA	\$1,188.00	\$ 3,564.00	3.00	\$ 3,564.00		\$ -	\$ 3,564.00	100%	\$ -
6	Landscaping, Street Signs, Irrigation Systems	1	LS	\$25,012.00	\$ 25,012.00	-	\$ -		\$ -	\$ -		\$ 25,012.00
7	Tree Protection	10	MTH	\$1,875.90	\$ 18,759.00	4.00	\$ 7,503.60	1.00	\$ 1,875.90	\$ 9,379.50	50%	\$ 9,379.50
8	Furnish Material Testing	10	MTH	\$2,500.00	\$ 25,000.00	4.00	\$ 10,000.00	1.00	\$ 2,500.00	\$ 12,500.00	50%	\$ 12,500.00
9	Remove & Dispose Existing - Pavement	5,300	SY	\$6.00	\$ 31,800.00	1,299.99	\$ 7,799.94		\$ -	\$ 7,799.94	25%	\$ 24,000.06
10	Remove & Dispose Exsting Driveway	550	SY	\$9.00	\$ 4,950.00	121.65	\$ 1,094.85	34.66	\$ 311.94	\$ 1,406.79	28%	\$ 3,543.21
11	Remove & Dispose Existing - Curb	3,600	LF	\$3.00	\$ 10,800.00	546.00	\$ 1,638.00		\$ -	\$ 1,638.00	15%	\$ 9,162.00
12	Saw Cut Existing Pavement	1,770	LF	\$4.00	\$ 7,080.00	204.00	\$ 816.00	17.00	\$ 68.00	\$ 884.00	12%	\$ 6,196.00
13	6" Reinforced Concrete Paving	5,300	SY	\$65.00	\$ 344,500.00	-	\$ -	530.43	\$ 34,477.95	\$ 34,477.95	10%	\$ 310,022.05
14	6" Lime/Flyash Stabilized Sub grate	6,400	SY	\$4.00	\$ 25,600.00	-	\$ -	1433.32	\$ 5,733.28	\$ 5,733.28	22%	\$ 19,866.72
15	Lime	60	TN	\$212.00	\$ 12,720.00	-	\$ -	24.30	\$ 5,151.60	\$ 5,151.60	41%	\$ 7,568.40
16	Fly Ash	140	TN	\$248.00	\$ 34,720.00	-	\$ -		\$ -	\$ -		\$ 34,720.00
17	7" Concrete Driveways	870	SY	\$78.00	\$ 67,860.00	-	\$ -		\$ -	\$ -		\$ 67,860.00
18	Furnish & Install Temporary Driveway	350	SY	\$15.00	\$ 5,250.00	121.65	\$ 1,824.75	34.66	\$ 519.90	\$ 2,344.65	45%	\$ 2,905.35
19	Transition Reinf Concret Curb incl Mitering Yard Drain	3,600	LF	\$8.00	\$ 28,800.00	-	\$ -		\$ -	\$ -		\$ 28,800.00
20	Transition Reinf Curb Drain	71	EA	\$1,058.00	\$ 75,118.00	-	\$ -		\$ -	\$ -		\$ 75,118.00
21	Storm Sewer Rings	6	EA	\$1,204.00	\$ 7,224.00	-	\$ -		\$ -	\$ -		\$ 7,224.00
22	SWPPP	10	MTH	\$1,250.60	\$ 12,506.00	4.00	\$ 5,002.40	1.00	\$ 1,250.60	\$ 6,253.00	50%	\$ 6,253.00
23	Inlet Protection Barrier - Stage 2	6	EA	\$112.00	\$ 672.00	6.00	\$ 672.00		\$ -	\$ 672.00	100%	\$ -
24	Stablized Construction Exit/Entrance	3	EA	\$3,323.00	\$ 9,969.00	-	\$ -		\$ -	\$ -		\$ 9,969.00
25	Spot Repair 6" W/L Trenchless	6	EA	\$712.00	\$ 4,272.00	-	\$ -		\$ -	\$ -		\$ 4,272.00
26	Remove and Dispose Existing W/L	630	LF	\$8.00	\$ 5,040.00	-	\$ -		\$ -	\$ -		\$ 5,040.00
27	6" PVC Waterline	630	LF	\$145.00	\$ 91,350.00	610.00	\$ 88,450.00	20.00	\$ 2,900.00	\$ 91,350.00	100%	\$ -
28	Trench Safety	630	LF	\$5.00	\$ 3,150.00	60.00	\$ 300.00		\$ -	\$ 300.00	10%	\$ 2,850.00
29	8 x 6 Wet Connection	1	EA	\$2,074.00	\$ 2,074.00	-	\$ -	1.00	\$ 2,074.00	\$ 2,074.00	100%	\$ -
30	Cut and Plug 6" Waterline	1	EA	\$1,920.00	\$ 1,920.00	-	\$ -	1.00	\$ 1,920.00	\$ 1,920.00	100%	\$ -
31	6" Gate Valve & Box	4	EA	\$2,123.00	\$ 8,492.00	1.00	\$ 2,123.00		\$ -	\$ 2,123.00	25%	\$ 6,369.00
32	1" Single Short Side Service	24	EA	\$1,331.00	\$ 31,944.00	11.00	\$ 14,641.00	14.00	\$ 18,634.00	\$ 33,275.00	104%	\$ (1,331.00)
33	2" Single Long Side Service	25	EA	\$1,887.00	\$ 47,175.00	10.00	\$ 18,870.00	16.00	\$ 30,192.00	\$ 49,062.00	104%	\$ (1,887.00)
34	"Y" Reducer	49	EA	\$482.00	\$ 23,618.00	19.00	\$ 9,158.00	31.00	\$ 14,942.00	\$ 24,100.00	102%	\$ (482.00)
35	New Water Meter Box	44	EA	\$352.00	\$ 15,488.00	10.00	\$ 3,520.00	34.00	\$ 11,968.00	\$ 15,488.00	100%	\$ -
36	Fire Hydrant	4	EA	\$7,827.00	\$ 31,308.00	4.00	\$ 31,308.00		\$ -	\$ 31,308.00	100%	\$ -
37	Fire Hydrant - Parallel	2	EA	\$8,352.00	\$ 16,704.00	2.00	\$ 16,704.00		\$ -	\$ 16,704.00	100%	\$ -
38	4 1/2" Pumper Nozzle For Fire Hydrant	3	EA	\$1,520.00	\$ 4,560.00	3.00	\$ 4,560.00		\$ -	\$ 4,560.00	100%	\$ -
39	Uniformed Officer	120	HR	\$35.00	\$ 4,200.00	-	\$ -		\$ -	\$ -		\$ 4,200.00
40	Pot Hole Utility Investigation	6	EA	\$2,000.00	\$ 12,000.00	2.00	\$ 4,000.00		\$ -	\$ 4,000.00	33%	\$ 8,000.00
41	Temporary Construction Safety Fence	200	LF	\$5.00	\$ 1,000.00	180.00	\$ 900.00		\$ -	\$ 900.00	90%	\$ 100.00
42	Extra Ductil Iron Fittings	1	TN	\$1,500.00	\$ 1,500.00	-	\$ -		\$ -	\$ -		\$ 1,500.00
43	Extra Machine Excavation	150	CY	\$20.00	\$ 3,000.00	-	\$ -		\$ -	\$ -		\$ 3,000.00
44	Extra Hand Excavation	150	CY	\$30.00	\$ 4,500.00	-	\$ -		\$ -	\$ -		\$ 4,500.00

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD			
45	Point Repair 8" Existing Sanitary Sewer	9	EA	\$712.00	\$ 6,408.00	7.00	\$ 4,984.00		\$ -	\$ 4,984.00	78%	\$ 1,424.00
46	Remove Sanitary Sewer Cleanout	2	EA	\$880.00	\$ 1,760.00	2.00	\$ 1,760.00		\$ -	\$ 1,760.00	100%	\$ -
47	8" Sanitary Sewer by CIPP	610	LF	\$179.00	\$ 109,190.00	610.00	\$ 109,190.00		\$ -	\$ 109,190.00	100%	\$ -
48	Sanitary Service Replacement	47	EA	\$750.00	\$ 35,250.00	4.00	\$ 3,000.00		\$ -	\$ 3,000.00	9%	\$ 32,250.00
49	Sanitary Manhole Lid and Rigs	7	EA	\$628.00	\$ 4,396.00	-	\$ -		\$ -	\$ -		\$ 4,396.00
50	Sanitary Sewer Manhole	2	EA	\$9,500.00	\$ 19,000.00	2.00	\$ 19,000.00		\$ -	\$ 19,000.00	100%	\$ -
51	Sanitary Sewer Cleanout	47	EA	\$500.00	\$ 23,500.00	-	\$ -		\$ -	\$ -		\$ 23,500.00
TOTAL CONTRACT AMOUNT					\$ 1,365,593.00	\$ 3,857.29	\$ 435,769.94		\$ 135,769.77	\$ 571,539.71		\$ 794,053.29

Installed This Period	\$ 135,769.77
Retainage this Period	\$ 13,576.98
Total Amt of Contract with Add'l Items	\$ 1,365,593.00
Total Installed to Date	\$ 571,539.71
Less Retainage 10%	\$ 57,153.97
Total Amount Less Retainage	\$ 514,385.74
Invoiced to Date	\$ 392,192.95
Total Payment Due this Estimate	\$ 122,192.79

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Rodriguez**. Party to that certain Contract entered on the 12th day of May 2022, between **City of Spring Valley Village** (Owner) and **MetroCity, LLC** (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

CEDARSPUR, BURKHART, AND WINNINGHAM (EAST OF VOSS ROAD) PAVING AND UTILITY IMPROVEMENTS PROJECT

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications, therefore.

Deponent further states he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

(Contractor)

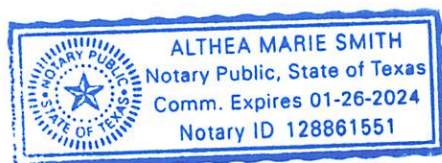

By: **Anthony Ray Rodriguez - President**

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Ray Rodriguez** known to me to be the person and officer 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 purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 3rd day of November 2022

MY COMMISSION EXPIRES:


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

10\01\2022
thru 10\31\2022
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	4
6	ACCIDENT	18
145	ACCIDENT - FSGI	7
22	ALARM	32
23	AMBULANCE CALL	18
24	ANIMAL CALL	9
144	ARREST	1
150	ASSAULT	1
43	ASSIST OUTSIDE AGENCY	3
147	BURGLARY - BUSINESS	1
148	BURGLARY - HABITATION	1
149	BURGLARY - MOTOR VEHICLE	1
135	BUSINESS CHECK	858
48	CITY CREW REPAIRS	1
49	CIVIL MATTER	1
151	CRIMINAL MISCHIEF	1
53	DEBRIS IN ROADWAY	4
56	DISTURBANCE	1
60	FIRE CALL	5
62	FOUND PROPERTY	2
160	FRAUD	1
65	GAS LEAK	2
68	HOUSE CHECK	2
161	IDENTITY THEFT	1
70	INFORMATION	37
71	INVESTIGATION	2
76	LOUD NOISE	3
159	MOTORIST ASSIST	3
81	OPEN DOOR	21
162	PARKING VIOLATION	3
86	PUBLIC RELATIONS	222
88	RECOVERY STOLEN VEHICLE	1
90	REPOSSESSED VEHICLE	1
92	SERVICE CALL	3
96	SOLICITOR	4
97	SPECIAL ASSIGNMENT	3
99	STALLED VEHICLE	19
141	STORED/ ABANDONED VEHICLE	2
100	STREET LIGHT REPAIR	2
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	11
105	SUSPICIOUS VEHICLE	18
154	THEFT	4
155	THEFT - AUTOMOBILE PART	4
156	THEFT - MOTOR VEHICLE	2
108	TRAFFIC CONTROL	2
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	360
111	VEHICLE BLOCKING ROADWAY	4

Type	Description	# Of Calls
112	VEHICLE CHECK	7
163	VIOLATION OF CITY ORDINANCE	2
116	WATER LEAK	1
117	WELFARE CONCERN	1
Total		1,725

Spring Valley Village, TX PD

Oct 1, 2022 - Oct 31, 2022

Citation Offense Count By Violation

Total Charges: 769

Description	Count
DECEPTIVELY SIMILAR LICENSE PLATE	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	16
DEFECTIVE HEAD LAMPS	45
DEFECTIVE HEAD LIGHTS	21
DEFECTIVE STOP LAMP(S)	34
DEFECTIVE STOP LIGHTS-TRAILER	3
DEFECTIVE TAIL LAMP(S)	18
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	8
DISPLAY/ EXPIRED REGISTRATION	168
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	7
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	14
EXPIRED BUYER TAG	26
EXPIRED DEALER TAG	3
EXPIRED DRIVERS LICENSE	13
FAIL TO CONTROL SPEED	1
FAIL TO DISPLAY DRIVERS LICENSE	1
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	97
FAIL TO REPORT CHANGE OF ADDRESS	4
FAIL TO YIELD ROW TO VEHICLE IN INTERSECTION	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	3
FAILED TO DIM HEADLIGHTS - MEETING	9
FAILED TO SIGNAL TURN	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	4
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	2
FAILED TO YIELD AT STOP INTERSECTION	1
FAILED TO YIELD ROW TURNING LEFT	1

CONFIDENTIAL

Spring Valley Village, TX PD

Oct 1, 2022 - Oct 31, 2022

Citation Offense Count By Violation

Total Charges: 769

Description	Count
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	1
ILLEGAL PASSING - DROVE OVER MEDIAN	1
ILLEGAL PASSING - LEFT TURN ONLY LANE	1
ILLEGAL WINDOW TINT	5
NO DRIVERS LICENSE	69
NO FRONT LICENSE PLATE	11
NO LICENSE NUMBER PLATE - COMMERCIAL VEHICLE	1
NO LICENSE NUMBER PLATES-TRAILER	4
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	3
OPERATE UNREGISTERED MOTOR VEHICLE	5
PARKED FACING TRAFFIC	1
PARKING ON ROADWAY	2
PARKING/STOPPING/STANDING ON A SIDEWALK	2
PASSING AUTHORIZED EMERGENCY VEHICLE	1
PASSING/DISREGARD NO PASSING ZONE	3
PUBLIC INTOXICATION	1
RAN RED LIGHT	4
RAN STOP SIGN	12
SPEEDING >10% ABOVE POSTED LIMIT	97
SPEEDING IN SCHOOL ZONE	9
TRAFFIC OTHER	1
TURNED RIGHT FROM WRONG LANE	1
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	8
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	1
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1

CONFIDENTIAL

Spring Valley Village, TX PD

Oct 1, 2022 - Oct 31, 2022

Citation Offense Count By Violation

Total Charges: **769**

Description	Count
VIOLATE DL RESTRICTION B	3
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	10

Village Fire
Department Inter local
Agreement

VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

This interlocal cooperation agreement is entered into on the 20th day of December, 1978, by and between the City of Bunker Hill Village, Texas ("Bunker Hill"), the City of Hedwig Village, Texas ("Hedwig"), the City of Hilshire Village, Texas ("Hilshire"), the City of Hunter's Creek Village, Texas ("Hunter's Creek"), the City of Piney Point Village, Texas ("Piney Point"), and the City of Spring Valley, Texas ("Spring Valley"), all of which cities are hereinafter sometimes referred to as the "contracting cities."

ARTICLE 1.

RECITALS

1.01. For a number of years, each of the cities of Bunker Hill, Hedwig, Hilshire, Hunter's Creek, Piney Point, and Spring Valley has contracted on an annual basis with the Spring Branch Fire Department, Incorporated, a non-profit corporation organized and existing under the laws of the State of Texas, for fire protection and emergency ambulance service for the property and inhabitants within its municipal boundaries. Each of said existing contracts with the Spring Branch Fire Department, Inc., expires on December 31, 1978. Such cities now wish to establish a common municipal fire department to provide fire protection and emergency ambulance service for the property and inhabitants of each such city from and after January 1, 1979.

1.02. In furtherance of the creation of such common municipal fire department, it is anticipated that the

Spring Branch Fire Department, Inc., will be dissolved and, following the payment of any and all of its liabilities, the assets of such Department will be transferred to the respective contracting cities, each such city to receive that proportionate share of such assets equal to its proportionate contribution to the Spring Branch Fire Department, Inc., from 1973 through 1978, both inclusive. In turn, each contracting city will transfer its proportionate share of such assets to the common municipal fire department for the latter's use and benefit.

1.03. It is the desire of the contracting cities that such common municipal fire department shall be jointly owned and operated by such contracting cities; that it shall be known as the "VILLAGE FIRE DEPARTMENT"; and that it shall be created and established pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 513, page 1971, Acts of the 62nd Legislature of the State of Texas, 1971, Regular Session, as amended, compiled as Article 4413 (32c), Vernon's Texas Civil Statutes.

1.04. To supervise and administer the provisions of this agreement and the affairs of such VILLAGE FIRE DEPARTMENT, it is the desire of the contracting cities to create a Board of Commissioners of the VILLAGE FIRE DEPARTMENT, hereinafter sometimes referred to as the "Board of Commissioners."

1.05. The contracting cities intend to, and do hereby, agree that the VILLAGE FIRE DEPARTMENT and its Board of Commissioners shall enjoy the privileges and immunities of a municipal fire department under the laws of the State of Texas and the United States of America.

1.06. Bunker Hill, Hedwig, Hilshire, Hunter's Creek,

Piney Point, and Spring Valley wish to contract with each other to create the VILLAGE FIRE DEPARTMENT, such department to furnish fire protection and emergency ambulance service to each of the contracting cities, subject to the supervision and administration of its Board of Commissioners.

1.07. In consideration of the foregoing and of the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree, covenant, and bind themselves to the terms and provisions of this agreement.

ARTICLE 2.

TERM

Subject to the rights of termination set forth in ARTICLES 13 and 14 hereof, the term of this agreement shall be for a period of ten years, beginning January 1, 1979, and terminating on December 31, 1988, and shall be automatically renewed for additional periods of five years each on its anniversary-termination date, unless written notice of termination or dissolution is received from one or more of the contracting cities at least four months (by September 1) prior to the expiration date of this agreement.

ARTICLE 3.

VILLAGE FIRE DEPARTMENT

3.01. The contracting cities, each and all, do hereby create, pursuant to the Interlocal Cooperation Act, compiled as Article 4413 (32c) of Vernon's Texas Civil Statutes, the VILLAGE FIRE DEPARTMENT, which shall be jointly owned and operated by the contracting cities, for the furnishing of fire prevention, protection, and suppression and emergency ambulance service to the contracting cities and to the property and inhabitants therein and thereof.

3.02. The VILLAGE FIRE DEPARTMENT shall provide personnel to prevent and suppress fire and to furnish emergency ambulance service to all of the contracting cities. All such personnel shall be commissioned as firefighters by each of the contracting cities.

ARTICLE 4.

BOARD OF COMMISSIONERS

4.01. The affairs of the VILLAGE FIRE DEPARTMENT shall be administered by a Board of Commissioners. The Board of Commissioners shall consist of one commissioner from each of the contracting cities. Each of the contracting cities shall name its representative to such Board of Commissioners by formal resolution or ordinance of the governing body of such city. The commissioner thus named by any contracting city may be changed at will by formal resolution or ordinance of the governing body of such contracting city. In the event of such change of commissioner, the contracting city making such change shall immediately give notice thereof by furnishing a certified copy of such resolution or ordinance effecting such change to all other contracting cities. Notice shall be given in the manner provided for in ARTICLE 9 of this agreement.

4.02. In addition to its commissioner, each contracting city shall name one alternate commissioner, who shall serve in the event of the absence of the commissioner of such city. Such alternate commissioner shall be named, and may be changed, in the same manner and with the same notice as a commissioner.

ARTICLE 5.

POWERS AND RESPONSIBILITIES OF BOARD OF COMMISSIONERS

5.01. The Board of Commissioners is specifically empowered to:

a. Adopt by-laws and rules of procedure for the orderly execution of its duties.

b. Prepare and submit an annual budget for the VILLAGE FIRE DEPARTMENT, on a calendar year basis, to each contracting city on or before June 30 of the year next preceding for the year for which the budget is proposed.

c. Collect the funds paid by each of the contracting cities for the providing of fire protection and emergency ambulance service as contracted for herein and pursuant to the formula for payment set forth herein.

d. Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those services contemplated by this agreement. Any intra-budget transfer of funds, regardless of amount, from a budgeted reserve for major capital items, and any intra-budget transfer of other funds or combination or accumulation of intra-budget transfers of such other funds in excess of \$10,000.00, and all non-budgeted expenditures, regardless of amount, must first be approved by the governing body of each of the contracting cities.

Funds budgeted as a reserve for major capital items shall be shown in the budget under an account entitled "Reserve For Major Capital Items". Such funds shall be invested in short term certificates of deposit or other interest bearing accounts. The interest earned on such funds shall be credited to and become a part of the budgeted account "Reserve For Major Capital Items".

For the purpose of this agreement, the term

"major capital items" shall mean fire fighting or emergency ambulance vehicles or apparatus having a value in excess of \$10,000.00. The funds budgeted to the account "Reserve For Major Capital Items", and all earnings thereon, may be expended only for major capital items, unless their expenditure for some other purpose is first approved by the governing body of each of the contracting cities.

In its submittal of each proposed budget, the Board of Commissioners shall indicate to the contracting cities its estimate of the amount of funds, budgeted and earned, which will be in the account "Reserve For Capital Items" at the end of the then current fiscal year, and may request that such amount, together with such additional amount as the Board of Commissioners may deem appropriate, be budgeted under such account for the succeeding year.

e. Prepare monthly statements of accounts, income received, and expenses paid during said month and cumulatively during the current calendar year. Copies of all such statements shall be delivered to each of the contracting cities each month.

f. Prepare a table of organization of the VILLAGE FIRE DEPARTMENT designed to provide for the orderly operation of the VILLAGE FIRE DEPARTMENT and the furnishing of the services described herein.

g. Prescribe the policies to be followed by the Chief of the VILLAGE FIRE DEPARTMENT in the use of department resources and the furnishing of the services described in the agreement.

h. Purchase, receive, lease, or otherwise acquire any and all personal property necessary to the performance of the fire and ambulance services described herein.

and prescribe standards of accountability, preservation, and use of such personal property.

i. Maintain accounting records in accordance with generally accepted accounting principles. Such records of account shall be kept at the office of the VILLAGE FIRE DEPARTMENT and shall be made available at all reasonable times for inspection by any duly authorized representative of any of the contracting cities.

j. To the extent permitted by law, enter into such contracts, within the limits of the applicable approved budget, and exercise all powers appropriate or necessary to effectuate any or all of the purposes and powers set forth herein.

5.02. The Board of Commissioners shall hold at least ten meetings a year. A majority of the members of the Board shall constitute a quorum for the transaction of business. Any and all actions of the Board of Commissioners, other than actions relating to the expenditure of funds for major capital items, as that term is defined in Article 5, Section 5.01d hereof, and to the approval of a proposed budget, may be approved by a favorable vote of a majority of the members present. Any and all actions relating to the expenditure or disbursement of funds for major capital items and to the approval of a proposed budget must be approved by the favorable vote of a majority of the fiscal voting strength of the entire Board. Such fiscal voting strength shall be computed as follows:

The representative (Commissioner) of each contracting city shall have a vote equal in strength to such city's proportionate share or interest in the VILLAGE FIRE DEPARTMENT, as such proportionate share or interest is established

under the provisions of ARTICLE 6 of this Agreement.

5.03. A member of the Board of Commissioners shall be designated as Chairman and another member designated as Vice Chairman. The positions of Chairman and Vice Chairman shall change on May 1 of each calendar year to insure that such positions will be rotated among the representatives of the contracting cities. From January 1, 1979, through April 30, 1979, the commissioner from Spring Valley shall be Chairman and the commissioner from Hunter's Creek shall be Vice Chairman. From May 1, 1979, through April 30, 1980, the commissioner from Hunter's Creek shall be Chairman and the commissioner from Hilshire shall be Vice Chairman. From May 1, 1980, through April 30, 1981, the commissioner from Hilshire shall be Chairman and the commissioner from Hedwig shall be Vice Chairman. The complete order of rotation of such positions by city shall be Hunter's Creek, Hilshire, Hedwig, Bunker Hill, Piney Point, and Spring Valley. The authorities and duties of the Chairman and Vice Chairman shall be the same as the authorities and duties of the other commissioners, except that the Chairman shall call and preside at all meetings of the Board of Commissioners. The Vice Chairman shall call and preside at meetings in the absence of the Chairman. Meetings of the Board of Commissioners may also be called by a majority of the members of the Board. Notice of all meetings shall be given within the time and in the manner required by law.

ARTICLE 6.

APPROVAL AND FUNDING OF BUDGET

6.01. The proposed annual budget submitted to the contracting cities by June 30 of each year shall be either

approved or rejected by each of the contracting cities on/or before August 31 of such year. The failure of the governing body of a contracting city to reject such proposed budget by such date (August 31) shall constitute approval of such proposed budget by such city. If such proposed budget is timely rejected by a contracting city, notice of such rejection must be given by such rejecting city to all other contracting cities within three days of such rejection and the reasons for such rejection must be delivered to all other contracting cities within seven days of such rejection. The failure on the part of the rejecting city to give such notice or to perfect such delivery within the time specified shall constitute approval of such proposed annual budget by such city. *

6.02. Each of the contracting cities agrees to provide funds for its proportionate share of each annual budget, as such budget is approved by the contracting cities for the VILLAGE FIRE DEPARTMENT. The proportionate share of each contracting city shall be that percentage of such budget that such city's assessed valuation of taxable property bears to the total assessed valuation of taxable property of all contracting cities in the year next preceding the year in which the budget is approved by such contracting cities. For example, a budget for the year 1980 would be approved by the contracting cities in 1979; therefore, the assessed valuation of taxable property shown on the 1978 tax rolls would determine the contracting cities' proportionate shares of the 1980 budget. Such assessed valuations of taxable property shall be the assessed valuations for municipal ad valorem tax purposes as determined for each such city by the Spring Branch Independent School District, the governmental body

with which each and all such cities presently contract for the assessment and collection of city ad valorem taxes.

6.03. On or before January 3, 1979, each of the contracting cities agrees to pay one-twelfth of such city's share of the Department's 1979 budget to the VILLAGE FIRE DEPARTMENT. Thereafter, on or before the 20th day of each month, beginning in the month of January, 1979, the Department shall bill each contracting city for one-twelfth of such city's share of the Department's current annual budget. Each contracting city shall pay such amount to the Department on or before the 10th day of the month next following. All budgeted and actual costs shall be reconciled and adjusted annually.

ARTICLE 7.

USE OF LAND AND IMPROVEMENTS

7.01. Each of the contracting cities has acquired, or will acquire prior to January 1, 1979, an undivided interest in a leasehold estate in and to that certain tract of land situated in the City of Hedwig Village, Harris County, Texas, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes. It has been and it is hereby agreed that the contracting cities will share in the cost of a building, provided the initial cost thereof is first approved by each of said cities, to be constructed on such tract of land at the earliest possible time and that such land and building may and shall be used and occupied exclusively by the VILLAGE FIRE DEPARTMENT for the duration of this agreement.

7.02. Each contracting city's interest in and to such leasehold estate and the building to be constructed thereon, and each such city's obligation with respect to

the rental price of such land and the cost of constructing such building, shall be that percentage of such purchase price and cost of construction as the city's total assessed valuation of taxable property for municipal ad valorem tax purposes for the year 1978 bears to the total assessed valuation of taxable property for such purposes of all such contracting cities for the year 1978.

ARTICLE 8.

OWNERSHIP OF PERSONAL PROPERTY

To the extent permitted by law, the VILLAGE FIRE DEPARTMENT shall hold title to all equipment, vehicles, furniture, and supplies acquired and used by it. Such property shall be held in trust for the contracting cities.

ARTICLE 9.

NOTICE

Any notice required to be given by the terms of this agreement shall be given by registered or certified mail, return receipt requested, to the contracting cities at the following mailing addresses:

City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

City of Hedwig Village
955 Piney Point Road
Houston, Texas 77024

City of Hilshire Village
P. O. Box 55233
Houston, Texas 77055

City of Hunter's Creek Village
8433 Katy Freeway, Suite 203
Houston, Texas 77024

City of Piney Point Village
7745 San Felipe, Suite 101
Houston, Texas 77063

City of Spring Valley
1025 Campbell Road
Houston, Texas 77055

Notice may be given also by actual delivery of such notice to the Mayor or City Secretary of the city in the office of such contracting city during normal business hours on any day other than a Saturday, a Sunday, or an official state or national holiday. Notice of change of address shall be given in like manner.

ARTICLE 10.

SERVICE OF PROCESS AND CITATION

10.01. Upon receipt of service of process naming the VILLAGE FIRE DEPARTMENT, as the fire department for the contracting cities, the Board of Commissioners shall cause a complete copy of such process to be delivered promptly to each of the contracting cities.

10.02. The Board of Commissioners of the VILLAGE FIRE DEPARTMENT is not authorized to and shall not accept service of citation or other process for the contracting cities upon any matter, including, specifically, matters which are the subject of the agreement.

ARTICLE 11.

INSURANCE

For the protection of the officers and employees of the VILLAGE FIRE DEPARTMENT, its Board of Commissioners, the contracting cities, their respective mayors, aldermen, officers, and employees, the Board of Commissioners shall obtain written proposals for and, by such process, shall acquire and maintain in force throughout the term of this agreement the following minimum insurance coverage:

- a. Workmen's compensation insurance.
- b. Fidelity and surety insurance covering theft, embezzlement, and other wrongful or fraudulent taking, pledging, appropriation, or use of any funds or property of

the VILLAGE FIRE DEPARTMENT.

c. Comprehensive liability insurance coverage, and contractual coverage where applicable, on all such personnel in the amounts of \$500,000.00/\$1,000,000.00. Each contracting city shall also be named on the face of the policy as an insured.

d. Public liability insurance coverage on all vehicles providing coverage of \$100,000.00 for one person, \$300,000.00 for one accident, \$100,000.00 property damage. Each contracting city shall also be named on the face of the policy as an insured.

e. Physical damage insurance coverage on all vehicles for their actual cash values, less such comprehensive and collision deductible amounts as the Board deems reasonable and prudent.

f. An umbrella insurance policy, in excess of the limits prescribed in c. and d. above, providing at least \$1,000,000.00 in additional coverage. Each contracting city shall also be named on the face of the policy as an insured.

ARTICLE 12.

CONTROL OF PERSONNEL AND EQUIPMENT

All fire department personnel shall be under the direction, control and supervision of the VILLAGE FIRE DEPARTMENT. All vehicles and equipment owned and operated, either or both, by the VILLAGE FIRE DEPARTMENT shall be used only for official departmental business.

ARTICLE 13.

TERMINATION OR NON-RENEWAL.

Notice of termination or non-renewal of this agreement

by a contracting city must be delivered at least four months (by September 1) prior to an anniversary date of this agreement. Upon timely delivery of notice of termination or non-renewal from one or more, not exceeding five, contracting cities, each of the remaining contracting cities shall have the right to terminate or not renew such agreement, provided it delivers notice of such fact on or before November 1 next following such initial notice of termination or non-renewal. Should one or more, not exceeding five, contracting cities give timely notice of such termination or non-renewal, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notice of termination or non-renewal, shall remain in force and effect for one additional year, such additional year to commence on the first anniversary date next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's proportionate share or interest, as heretofore defined, in the assets, other than the leasehold estate and permanent improvements situated thereon, of the VILLAGE FIRE DEPARTMENT. The then fair market value of such assets shall be used in determining the value of such proportionate share and such city's proportionate share shall be based on its average participating percentage during the years it was a participating city in the VILLAGE FIRE DEPARTMENT. In the event the contracting cities cannot agree on the then fair market value of such assets, such value shall be determined by three qualified appraisers. One such appraiser shall be selected by the

terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the fair market value of such assets. The three appraisals or determinations shall be averaged and such average shall be the basis from which the value of each city's proportionate share shall be computed.

The fair market value of such assets shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession or right of possession of such assets and execute the necessary papers to evidence receipt of such consideration and to sell and transfer its or their interest in such assets to the remaining contracting city or cities.

c. The following shall apply with respect to land or leasehold estate and permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT. On or before the time of termination, the remaining contracting city or cities shall purchase for cash the terminating or non-renewing city's or cities' interest in the leasehold estate, itself, described on Exhibit A attached hereto and made a part hereof, for the sum of \$10.00, and shall purchase for cash such terminating or non-renewing city's

or cities' interest in the permanent improvements situated on such land, such interest to be the proportionate percentage contribution toward the cost of constructing such permanent improvements by such city or cities, at each such city's proportionate share of the then cost of reconstructing such improvements new, less an adjustment for their actual age and condition and remaining right of use under the lease of the land upon which the same are situated. In the event the contracting cities cannot agree on the value of such improvements based on their reconstruction cost new less the adjustments described above, such value, to be ascertained by such method, shall be determined by three accredited members of the American Institute of Real Estate Appraisers. One such appraiser shall be selected by the terminating or non-renewing city or cities; one shall be selected by the remaining city or cities; and the third appraiser shall be selected by the two appraisers first selected. Each such appraiser shall make an independent determination of the cost of reconstructing new such improvements, less an adjustment for their actual age and condition and remaining right of use under the lease of the land upon which they are situated. The three appraisals or determinations shall be averaged and such average shall constitute the value from which each city's proportionate share or interest shall be computed. The value of such improvements shall be determined, by agreement of the cities or by the appraisal method, on or before July 1 of the year next following the year in which notice of termination or non-renewal is given. Cash consideration shall be tendered to the terminating or non-renewing city or cities prior to the final effective date of this agreement, as provided for in ARTICLE 13a hereof. Upon the tender of

such sum, such terminating or non-renewing city or cities shall surrender, on or before such final effective date, possession of such land and improvements and execute the necessary papers to evidence receipt of such consideration and to convey or assign its interest in such land or leasehold estate and improvements to the remaining contracting city or cities.

d. Notwithstanding any provision of this ARTICLE 13, the contracting cities may mutually agree to any other suitable withdrawal, terminating, and distribution procedure.

ARTICLE 14.

DISSOLUTION

This agreement shall be terminated and the VILLAGE FIRE DEPARTMENT dissolved upon receipt of timely notice of termination or non-renewal as prescribed herein from all of the contracting cities. Upon timely delivery of notice of termination or non-renewal from all such contracting municipalities, the following procedures will be followed and shall control:

a. To permit an orderly transfer of property and shift of fire fighting responsibility, this agreement, after notices of termination or non-renewal, shall remain in full force and effect for one additional year, such additional year to commence on the first anniversary date of this agreement next following delivery of such notice. No further notice of termination or non-renewal need be given.

b. The assets of the VILLAGE FIRE DEPARTMENT, other than interests in land and permanent improvements situated thereon, shall be sold for the best price possible and the proceeds of such sale shall be distributed among the

then participating cities according to each such city's average participating percentage during the years it was a participating city in such Department.

c. The leasehold estate and the permanent improvements used and occupied by the VILLAGE FIRE DEPARTMENT shall, to the extent permissible under such lease, be assigned or sold for the best price possible and the proceeds of such assignment and sale, either or both, shall be distributed among the cities then having an interest in such leasehold estate and permanent improvements according to each such city's proportionate percentage contribution toward the cost of constructing and, if applicable, purchase of such permanent improvements.

d. It is specifically understood and agreed that any of said then participating cities shall have the right to purchase any or all of said assets, leasehold estate, and permanent improvements, provided such city pays consideration for such assets, leasehold estate, and permanent improvements, any or all, equal to or in excess of that consideration offered or bid by any other person or organization.

e. Notwithstanding any provision of this ARTICLE 14, the contracting cities may mutually agree to any suitable dissolution and distribution procedure.

ARTICLE 15.

REMOVAL OF HEDWIG

Notwithstanding any other provision of this agreement, in the event that Hedwig, without its consent, is removed as

a contracting and participating party by the other contracting cities, other than for its failure to approve a proposed budget, its failure to timely pay its share of an approved budget, or its breach of this agreement, Hedwig shall have the right to require, within the time and subject to the terms and conditions hereafter set forth, such other contracting cities to cease any and all operations on and from the leased premises (as described on Exhibit A attached hereto) and the permanent improvements situated thereon, to transfer and assign their interests therein to Hedwig, and to surrender possession thereof to Hedwig.

Should Hedwig desire to assert its rights and assume its obligations hereunder, the following procedure, terms, and conditions will control:

Within ninety days after such removal, Hedwig must notify each of the remaining contracting cities that, because of such removal, it is invoking its rights and assuming its obligations under the provisions of ARTICLE 15 of this Interlocal Cooperation Agreement.

Within three years after the date of such notice in writing, the remaining contracting cities must cease any and all operations on or from such leased premises and permanent improvements, transfer and assign all of their right, title, and interest in and to the same to Hedwig, and surrender possession thereof to Hedwig, provided they are first compensated by Hedwig as follows:

Hedwig must pay to each of the remaining contracting cities an amount of money equal to the value of such remaining contracting city's proportionate interest in such leased premises and such permanent improvements, such values to be determined in the manner prescribed in ARTICLE 13 hereof,

or an amount of money equal to such remaining contracting city's actual contribution toward the construction cost of such permanent improvements, which ever is greater.

Such payments by Hedwig must be made to such remaining contracting cities on or before 15 months from the date of such notice in writing or, if Hedwig prefers, as an alternative it may, within such 15 month period, escrow such funds with any duly chartered banking institution in Harris County, Texas.

Should Hedwig choose to make such payments to such remaining contracting cities, upon receipt of the same each of such other cities shall deliver to Hedwig duly authorized and executed documents transferring and assigning to Hedwig all of such other city's right, title, and interest in and to such leased premises and permanent improvements. In addition, from the date of such payments until such remaining contracting cities cease any and all operations on and from such leased premises and permanent improvements and surrender possession thereof to Hedwig, which in no event shall exceed three years from the date of such notice in writing, said remaining contracting cities shall pay to Hedwig, monthly in advance, the fair rental value of such permanent improvements. If Hedwig and such remaining contracting cities cannot agree on such rental value, the same shall be determined by three accredited members of the American Institute of Real Estate Appraisers who shall be appointed and who shall arrive at a fair monthly rental value in a manner consistent with the procedure provided for in ARTICLE 13 of this agreement.

Should Hedwig elect to escrow such funds rather than pay them to the remaining contracting cities, an appropriate escrow agreement shall be entered into by the parties and the escrow agent. Such agreement shall provide that such funds

shall be paid over to the remaining contracting cities according to their respective proportionate interests in such permanent improvements, which proportionate interests shall be set forth in the escrow agreement, upon such cities certifying in writing to the escrow agent that they have ceased any and all operations on and from such leased premises and permanent improvements and that the date of such cessation occurred prior to three years after the date of Hedwig's notice in writing, and upon delivery by such cities to the escrow agent of duly authorized and executed documents transferring and assigning all of their respective right, title, and interests in and to such leased premises and permanent improvements to Hedwig. Such escrow agreement shall provide further that Hedwig shall be entitled to any and all interest earned by such funds while they are escrowed and shall be responsible for any charges of the escrow agent.

The foregoing notwithstanding, it is specifically understood and agreed that the aforementioned payments by Hedwig to the remaining contracting cities shall not be required if the term of the lease (under which such leased premises were leased by the Spring Branch Independent School District to the contracting cities) expires within the three year period immediately following the date of Hedwig's said notice in writing. In that event, upon termination of such lease, the remaining contracting cities shall cease any and all operations on or from such leased premises and permanent improvements; however, such remaining contracting cities shall retain any rights they may have under such lease to remove permanent improvements from the leased premises.

ARTICLE 16.

DAMAGES FOR BREACH

Maintaining uninterrupted fire prevention and suppression and emergency ambulance service in each contracting city is of paramount importance. Therefore, each contracting city agrees that the terms of this agreement will be deemed to be breached by a contracting city (1) upon a contracting city's failure to timely remit (within thirty days) its proportionate share of the budgeted funds, as provided for herein; or (2) upon the withdrawal of the contracting city from this agreement in a manner inconsistent or not in accordance with the terms hereof. A city breaching the terms of this agreement shall forfeit any claim it may have to any of the assets other than real property (land, leasehold estate, and permanent improvements situated thereon) of the VILLAGE FIRE DEPARTMENT.

ARTICLE 17.

ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto with respect to the matters covered hereby and correctly sets forth the rights, duties, and obligations of each to the others as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.

ARTICLE 18.

PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXECUTED IN MULTIPLE ORIGINALS on the date first
shown above.

ATTEST:

CITY OF BUNKER HILL VILLAGE, TEXAS

J. B. Ray
City Secretary

By: Joe E. Howard
Mayor

CITY OF HEDWIG VILLAGE, TEXAS

H. E. McFinn
City Secretary

By: E. P. McFinn
Mayor

CITY OF HILSHIRE VILLAGE, TEXAS

Judy Manning
City Secretary

By: A. L. Colby
Mayor

CITY OF HUNTER'S CREEK VILLAGE, TEXAS

Emily C. McCloud
City Secretary

By: M. C. Smith
Mayor

CITY OF PINEY POINT VILLAGE, TEXAS

David U. Bird
City Secretary

By: C. Lee Smith
Mayor

CITY OF SPRING VALLEY, TEXAS

A. C. Huff
City Secretary

By: Harry S. Balgo
Mayor

EXHIBIT A.

A 0.7365 ACRE TRACT OF LAND OUT OF THE L. C. KUHLMAN 12 ACRE TRACT IN THE ISAAC BUNKER SURVEY, A-120, HARRIS COUNTY, TEXAS, SAID 12 ACRES BEING THE (2ND TRACT) DESCRIBED IN DEED FROM WILHELMINA KUHLMAN, ET AL TO LOUIS C. KUHLMAN DATED SEPT. 1, 1945, OF RECORD IN VOLUME 1386, PAGE 492, HARRIS COUNTY DEED RECORDS; SAID 0.7365 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, at the intersection of the Northerly line of Corbindale Street (based on a width of 60.00 feet) and the Easterly right-of-way line of Piney Point Road (based on a width of 60.00 feet);

THENCE, S89°36'00" E, along the Northerly right-of-way line of Corbindale Street, a distance of 525.47 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, continuing along the Northerly right-of-way line of Corbindale Street S89°36'00" E, a distance of 197.00 feet to a nail set in asphalt for a point for corner;

THENCE, N01°08'00" E, a distance of 225.00 feet to a point for corner;

THENCE, N89°36'00" W, a distance of 130.00 feet to a point for corner;

THENCE, S04°32'03" W, a distance of 134.84 feet to an angle point;

THENCE, S00°24'00" W, a distance of 36.65 feet to an angle point;

THENCE, S48°34'23" W, a distance of 80.73 feet to the POINT OF BEGINNING of the herein described tract.

THE ABOVE TRACT OF LAND CONTAINS 32034.5221 SQUARE FEET OR 0.7365 ACRES OF LAND, MORE OR LESS.

AMENDMENTS TO VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into on this 1st day of April, 1983, by and between the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter's Creek Village, Piney Point Village, and Spring Valley, Texas, all of which cities are hereinafter sometimes referred to as the "contracting cities."

For and in consideration of the premises and the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree to amend that certain Interlocal Cooperation Agreement creating the Village Fire Department and entered into on the 20th day of December, 1978, by and between said contracting cities in the following respects:

1. By striking all of paragraph 5 of Section 5.01 of Article 5 thereof and substituting therefor the following:

"d. Disburse the collected funds for the purposes and to the extent authorized in the budget approved by the contracting cities to procure and provide those services contemplated by this Agreement. Any intra-budget transfer of funds, regardless of amount, from a budgeted reserve for major capital items and any intra-budget transfer of other funds or combination or accumulation of intra-budget transfers of such other funds in excess of \$10,000 must first be approved by the favorable vote of the governing bodies of contracting cities representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement. All non-budgeted expenditures, regardless of amount, must first be approved by the governing body of each of the contracting cities. It is specifically provided, however, that the expenditure of funds from a budget contingency account would not constitute a non-budgeted expenditure.

"Funds budgeted as a reserve for major capital items shall be shown in the budget under an account entitled "Reserve for Major Capital Items." Such funds shall be invested by the Board of Commissioners in short term certificates of deposit or other interest bearing accounts. The interest earned on such funds shall be credited to and become a part of the budget account "Reserve for Major Capital Items."

"For the purpose of this Agreement, the term "major capital items" shall mean fire fighting or emergency ambulance vehicles or apparatus having a value in excess of \$10,000. The funds budgeted to the account "Reserve for Major Capital Items," and all earnings thereon, may be expended only for major capital items, unless their expenditure is for some other purpose, which must relate to the affairs of the Village Fire Department, is first approved by the governing bodies of contracting cities representing at least seventy percent (70%) of the total fiscal voting strength of all such contracting cities in the Village Fire Department, as such fiscal voting strength is defined and determined by Sections 5.02 and 6.02 of this Agreement.

"In its submittal of each proposed budget, the Board of Commissioners shall indicate to the contracting cities its estimate of the amount of funds, budgeted and earned, which will be in the "Reserve for Major Capital Items" account at the end of the then current fiscal year, and may request that such amount, together with such additional amount as the Board of Commissioners may deem appropriate, be budgeted under such account for the next succeeding year."

2. By adding a new paragraph, to be designated paragraph k, to Section 5.01 of Article 5 thereof, to read as follows:

"k. To employ, assign, reassign, promote, demote, discipline and discharge any and all officers and employees of the Village Fire Department, all of whom shall serve and hold their offices or employment at the pleasure of the Board of Commissioners. It is specifically provided, however, that said Board of Commissioners may by resolution duly adopted delegate to the Fire Chief of said Department any or all of the following authority: to employ, assign, reassign, promote, demote, discipline, or discharge all or specified personnel within the Department.

3. By striking all of Section 6.02 of Article 6 thereof and substituting therefor the following:

"6.02. Each of the contracting cities agrees to provide funds for its proportionate share of each annual budget for the Village Fire Department as such budget is approved pursuant to Section 6.01 hereof. The proportionate share of each contracting city shall be that percentage of such budget that such city's total assessed valuation of taxable property (before any exemptions) bears to the total assessed valuation of taxable property (before any exemptions) of all contracting cities in the year next preceding the year in which the budget is approved by such contracting cities. For example, a budget for the year 1980 would be approved by the contracting cities in 1979; therefore, the total assessed valuation of taxable property (before any exemptions) shown on the 1978 tax rolls would determine the contracting cities' proportionate shares of the 1980 budget. Such assessed valuations of taxable property shall be the total assessed valuation (before any exemptions) for

municipal ad valorem tax purposes as determined for each such city by the governmental entity (Spring Branch Independent School District for the years 1977 through 1982 and the Harris County Appraisal District for the years 1983 forward) which actually prepared or prepares the assessment rolls, whether by contract or by law, for each and all of the contracting cities."

4. By striking all of Section 6.03 of Article 6 thereof and substituting therefor the following:

"6.03. On or before the 10th day of January of each new calendar year, each contracting city shall pay to the Village Fire Department three twenty-fourths of such city's share of the Department's budget for such year. Thereafter, on or before the 10th day of the months of February through November, each contracting city shall make monthly payments to the Department of one-twelfth of such city's share of the Department's current annual budget; and, on or before the 10th day of December, each contracting city shall make a payment to the Department of one twenty-fourth of such city's share of the Department's current annual budget. As a result of the foregoing, each contracting city will have made payments within the then current year to the Department equalling such city's total (twelve-twelfths) proportionate share of the Department's current annual budget."

5. By adding a new Article thereto, to be known as Article 12A, to read as follows:

"ARTICLE 12A

"NEPOTISM

"No person shall be employed by the Village Fire Department who is related within the second degree by affinity or within the third degree by consanguinity to the Chief of the Department, to a member or an alternate member of the Board of Commissioners of the Department, or to a member of the governing body of any of the contracting cities. It is specifically provided, however, that the foregoing prohibition shall not apply to or affect the continued employment of a person within the Department who was employed or appointed to his position with the Department at least two years prior to the employment, appointment, or election of the person within the prohibited degree of relationship to him."

6. By adding a new Article thereto, to be known as and numbered Article 16A, to read as follows:

"ARTICLE 16A

"AMENDMENT OF AGREEMENT

"This Interlocal Cooperation Agreement may be amended at any time by the written approval of the governing bodies of all of the contracting cities."

EXECUTED IN MULTIPLE ORIGINALS on the date first shown above.

ATTEST:

Harry E. Velleg
City Secretary

CITY OF BUNKER HILL VILLAGE, TEXAS

Shirley J. Edwards
Mayor

ATTEST:

Lana Rizzuto
City Secretary

CITY OF HEDWIG VILLAGE, TEXAS

By: T. W. Bartlett
Mayor

ATTEST:

Cecile Hedding
City Secretary

CITY OF HILSHIRE VILLAGE, TEXAS

By: J. H. [Signature]
Mayor

ATTEST:

Nancy J. Ferke
City Secretary

CITY OF HUNTER'S CREEK VILLAGE, TEXAS

By: Celia Sue Barnett
Mayor

ATTEST:

Ann M. Dutton
City Secretary

CITY OF PINEY POINT VILLAGE, TEXAS

By: Flora Smith
Mayor

ATTEST:

Charles M. Taylor
City Secretary

CITY OF SPRING VALLEY, TEXAS

By: Diane R. Date
Mayor

AMENDMENTS TO VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into as of the 9th day of July, 1985, by and between the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunter's Creek Village, Piney Point Village, and Spring Valley, Texas, all of which cities are hereinafter sometimes referred to as the "contracting cities."

For and in consideration of the premises and the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree to amend that certain Interlocal Cooperation Agreement creating the Village Fire Department and entered into on the 20th day of December, 1978, by and between said contracting cities in the following respects:

1. By striking all of Article 2 thereof and substituting therefor the following:

ARTICLE 2

TERM

Subject to the rights of termination set forth in ARTICLES 13 and 14 hereof, the term of this agreement shall be for a period of twelve years, beginning January 1, 1979, and terminating on December 31, 1990, and shall be automatically renewed for additional periods of five years each on its anniversary-termination date, unless written notice of termination or dissolution is received from one or more of the contracting cities at least four months (by September 1) prior to the expiration date of this agreement.

2. By striking all of Article 6 thereof and substituting therefor the following:

ARTICLE 6

APPROVAL AND FUNDING OF BUDGET

6.01. The proposed annual budget submitted to the contracting cities by June 30 of each year shall be either approved or rejected by each of the contracting cities on or before August 31 of such year. The failure of the governing body of a contracting city to reject such proposed budget by such date (August 31) shall constitute approval of such proposed budget by such city. If such proposed budget is timely rejected by a contracting city, notice of such

rejection must be given by such rejecting city to all other contracting cities within three days of such rejection and the reasons for such rejection must be delivered to all other contracting cities within seven days of such rejection. The failure on the part of the rejecting city to give such notice or to perfect such delivery within the time specified shall constitute approval of such proposed annual budget by such city.

6.02. The provisions of this Section shall apply to the annual budget of the Village Fire Department of 1985 and all subsequent years. If the proposed annual budget is timely approved by at least a majority in number of the contracting cities, it shall constitute the official budget of the Village Fire Department for the ensuing calendar year. In such event, any contracting city which has rejected such budget shall have until September 30 of the year in which approval or rejection of such proposed budget is considered to approve the budget thus approved and continue as a participating city in the Village Fire Department. Failure of any such city to approve such budget by such date shall constitute notice of termination of this agreement by such city. In that event, and notwithstanding any other provision of the agreement, such city, or cities, may elect either (1) to remain in and receive the services of the Village Fire Department during the ensuing calendar year or (2) to withdraw from such Department as of December 31 of the then current calendar year. Notice in writing of such election must be given by such city or cities to the Board of Commissioners of the Village Fire Department and to the governing bodies of all other contracting cities on or before October 15 of such year. Failure to give such notice shall constitute an election to withdraw from the Department as of December 31 of the then current calendar year.

If any such city elects to remain in and receive the services of the Department during the ensuing calendar year, such city shall be obligated to, and by such election agrees to, pay its proportionate share of the annual budget of the Department for such ensuing year. The standards and procedures concerning the distribution of assets set forth in Article 13 of the Agreement shall govern and such distribution shall be made to the withdrawing city on or before the last day of such ensuing calendar year.

If any such city elects to withdraw from the Department as of December 31 of the year in which such proposed budget is considered and approved, the standards and procedures concerning the distribution of assets set forth in Article 13 hereof shall govern and such distribution shall be made to the withdrawing city on or before July 1 of the ensuing calendar year, or as soon thereafter as practical.

The withdrawal of a contracting city from the Village Fire Department under the provisions of this Article shall not relieve such city of any obligation or liability of the Department and its member cities which may have accrued prior to the effective date of such city's withdrawal.

6.03. Each of the contracting cities agree to provide funds for its proportionate share of each annual budget, as such budget is approved by the contracting cities for the Village Fire Department beginning with the calendar year 1985 and all subsequent years embraced within the term of this Agreement. The proportionate share of the various contracting cities shall be as follows:

Bunker Hill Village	19.00%
Hedwig Village	18.50%

Hilshire Village	3.00%
Hunter's Creek Village	22.25%
Piney Point Village	21.00%
Spring Valley	16.25%

6.04. On or before January 10 of each calendar year, each contracting city shall pay to the Village Fire Department three twenty-fourths of such city's share of the Department's budget for such year. Thereafter, on or before the 10th day of the months of February through November, each contracting city shall make monthly payments to the Department of one-twelfth of such city's share of the Department's current annual budget; and, on or before December 10 of such year, each contracting city shall make a payment to the Department of one twenty-fourth of such city's share of the Department's current annual budget.

This Amendment is intended to be an act nunc pro tunc and shall when properly executed by all of the contracting cities be deemed to be effective for all purposes as of January 1, 1985.

EXECUTED IN MULTIPLE ORIGINALS on the date first shown above.

ATTEST:

CITY OF BUNKER HILL VILLAGE, TEXAS

Harry E. Allen
City Secretary

Shirley L. Korman
Mayor

ATTEST:

CITY OF HEDWIG VILLAGE, TEXAS

Lana Riggall
City Secretary

TW Bartlett
Mayor

ATTEST:

CITY OF HILSHIRE VILLAGE, TEXAS

Diane Halvinga
City Secretary

Ronnie Robton
Mayor

ATTEST:

CITY OF HUNTER'S CREEK VILLAGE, TEXAS

Nancy J. Parks
City Secretary

Che Sue Barnett
Mayor

ATTEST:

CITY OF PINEY POINT VILLAGE, TEXAS

Ann D. Patum
City Secretary

Flora Smith
Mayor

ATTEST:

CITY OF SPRING VALLEY, TEXAS

Charlene M. Taylor
City Secretary

Diane D. Tate
Mayor

**AMENDMENT TO VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into as of the 1st day of December, 1995, by and between the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley, Texas, all of which cities are hereinafter sometimes referred to as the "contracting cities."

For and in consideration of the premises and the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree to amend that certain Interlocal Cooperation Agreement creating the Village Fire Department and entered into on the 20th day of December, 1978 by and between said contracting cities in the following respects:

1. By adding a new paragraph, to be designated paragraph 1, to Section 5.01 of Article 5 thereof, to read as follows:

"1. Establish, impose, and collect reasonable charges for emergency medical services provided by the VILLAGE FIRE DEPARTMENT."

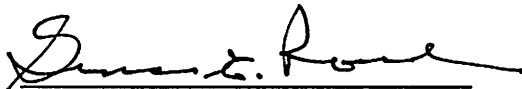
EXECUTED IN MULTIPLE ORIGINALS on the date first shown above.

ATTEST:



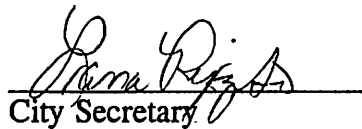
City Secretary

CITY OF BUNKER HILL VILLAGE



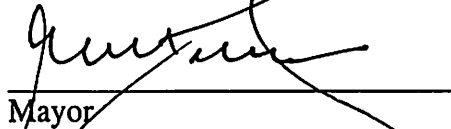
Mayor

ATTEST:



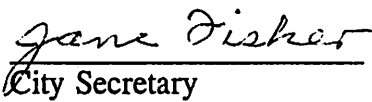
City Secretary

CITY OF HEDWIG VILLAGE



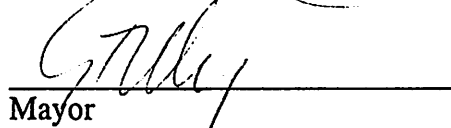
Mayor

ATTEST:



City Secretary

CITY OF HILSHIRE VILLAGE

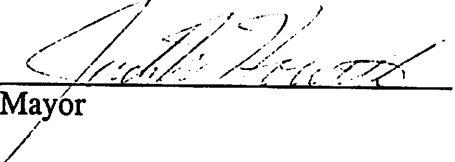


Mayor

ATTEST:

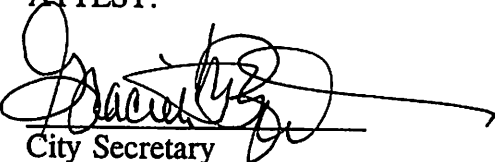
City Secretary

CITY OF HUNTERS CREEK VILLAGE



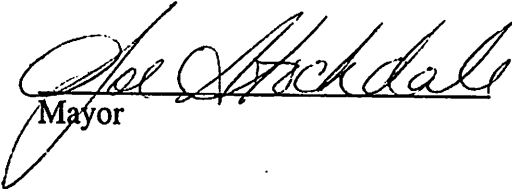
Mayor

ATTEST:



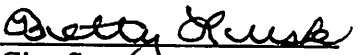
City Secretary

CITY OF PINEY POINT VILLAGE



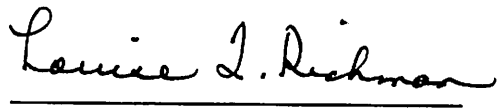
Mayor

ATTEST:



City Secretary

CITY OF SPRING VALLEY



Mayor

**AMENDMENT TO VILLAGE FIRE DEPARTMENT
INTERLOCAL COOPERATION AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Cooperation Agreement is entered into as of the 9th day of March, 2000, by and between the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, Piney Point Village, and Spring Valley, Texas, all of which cities are hereinafter sometimes referred to as the "contracting cities."

For and in consideration of the premises and the mutual benefits to be derived hereunder, the contracting cities, and each of them, do hereby agree to amend that certain Interlocal Cooperation Agreement creating the Village Fire Department and entered into on the 20th day of December, 1978 by and between said contracting cities in the following respects:

1. By striking all of Article 3 thereof and substituting therefor the following:

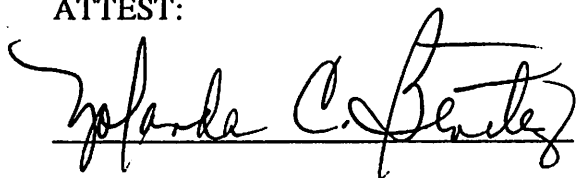
**"ARTICLE 3.
VILLAGE FIRE DEPARTMENT**

3.01. The contracting cities, each and all, do hereby create, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the VILLAGE FIRE DEPARTMENT, which shall be jointly owned and operated by the contracting cities, for the furnishing of fire prevention, protection, suppression, and investigation and emergency ambulance service to the contracting cities and to the property and inhabitants therein and thereof.

3.02. The VILLAGE FIRE DEPARTMENT shall provide personnel to prevent, investigate, and suppress fire and to furnish emergency ambulance service to all of the contracting cities. All such personnel shall be commissioned as firefighters, and arson investigators shall be commissioned as peace officers, by each of the contracting cities."

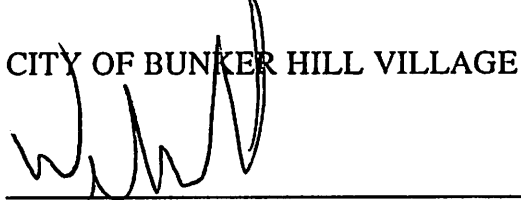
EXECUTED IN MULTIPLE ORIGINALS on the date first shown above.

ATTEST:



Notary Public

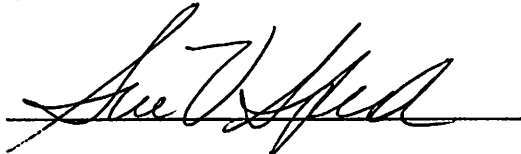
CITY OF BUNKER HILL VILLAGE



ATTEST:



CITY OF HEDWIG VILLAGE



ATTEST:

Claudia Bammel

CITY OF HILSHIRE VILLAGE

Stilly

ATTEST:

Nancy G. Parks

CITY OF HUNTERS CREEK VILLAGE

Jack W. Hirsch

ATTEST:

Gracie H. B.

CITY OF PINEY POINT VILLAGE

Samuel J. B.

ATTEST:

Betty Rusk

CITY OF SPRING VALLEY

Louise L. Richman



November 1, 2022

Village Fire Commission
c/o Ron Presswood, Chairman
Village Fire Department
901 Corbindale Road
Houston, Texas 77024

Via email: ron@presswood-eng.com

Re: Fire Department Budget Issues

Dear Mr. Presswood:

The City Council of the City of Hunters Creek Village has directed me to respond to your letter dated October 5, 2022, concerning the authority of the Fire Commission and Fire Chief on certain budgetary matters. The City of Hunters Creek disagrees with the position stated in your letter suggesting that the Fire Chief has general authority to make expenditures, outside the Fire Department's approved annual budget, without first seeking the approval of the member cities.

The stated position is particularly concerning given the Fire Department's actions in 2021 in authorizing "overtime for staffing a second ambulance" that resulted in expenditures in excess of the approved 2021 budget. While the Department's decision to staff a second ambulance may have been a reasonable one given the circumstances, the failure of the Department to evaluate the financial impact of the increased staffing and to promptly seek approval of a budget amendment from the participant cities to authorize the projected expenditures was not reasonable and exceeded the authority of the Commission and the Chief.

The nature of the budgeting process necessarily requires that the budgeting entities estimate their revenues and expenditures for the budget year in question. Thus, the idea that the exact cost of the increased staffing could not be determined at the time the decision was made is no excuse for the

failure to: a) make a reasonable attempt to estimate those costs; and b) seek approval of the participant cities through the budget amendment process. The effect of the actions that were taken was to deprive the governing bodies of the participant cities of their right to determine how their taxpayers' money was spent.

An additional budget issue that concerns the City is the continual failure of the Fire Department to include in its annual budget, the cash on hand held by the Department and an estimate of its projected revenue from ambulance fees. The participant cities are required to include in their annual budgets a complete financial statement, including obligations, cash on hand, revenues received the prior year, and estimates of expenses and revenues for the current year. There is no reason that the Fire Department's revenues from ambulance fees should not be included in its annual budget. The failure to do so is inconsistent with the budgeting requirements and practices followed by the participant cities and presents an incomplete and misleading picture of the Fire Department's funding needs.

Finally, the City recognizes that there may be exceptional circumstances where it is impossible to seek approval from the participant cities before incurring substantial and unanticipated costs during an emergency response. However, given the fact that the city councils of the participant cities can, in a true emergency, meet on as little as one hour's notice and by telephone, those circumstances should be exceedingly rare. The Fire Department's decision to staff a second ambulance for an extended period during 2021 was not one of those circumstances.

Sincerely



John J. Hightower
Olson & Olson, LLP

Village Fire Commission
Ron Presswood
November 1, 2022
Page 3

cc: Fire Chief David Foster
foster@villagefire.org

Matt Woodruff, Vice Chair
mwoodruff@hedwigtx.gov

Zebulun Nash, Treasurer
zebnash@sbcglobal.net

Allen Carpenter, Secretary
allen.carpenter@icloud.com

Keith Brown, Member
kbrown@bunkerhilltx.gov

Rob Adams, Member
robadams@pdq.net

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Karen H. Glynn, City Administrator
rlord@bunkerhilltx.gov
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Wendy Baimbridge, City Administrator
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Village Fire Commission
Ron Presswood
November 1, 2022
Page 4

City of Hunters Creek Village
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Tom Fullen, City Administrator
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tfullen@cityofhunterscreek.com

City of Piney Point Village
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Bobby Pennington, City Administrator
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City of Spring Valley Village
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Julie Robinson, City Administrator
mayor@springvalleytx.com
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J. Grady Randle
grady@jgradyrandlepc.com



Memorial City Plaza II

820 Gessner, Suite 1570

Houston, TX 77024-4494

November 3, 2022

John J. Hightower
Olson & Olson, LLP
2727 Allen Parkway
Wortham Tower, Suite 600
Houston, Texas 77019-2133

RE: Fire Department Budget Issues

Dear John:

At the request of the Chairman of the Commission, Ron Presswood Jr., I have been asked to respond to your letter addressed to him dated November 1, 2022.

First and foremost, we all agree that the individual commissioners are appointed by and serve at the pleasure of their respective city councils. As such the Village Fire Department will certainly comply with the directives of the majority of the Board of Commissioners as instructed by their villages. The 1978 Interlocal states in ARTICLE 5, POWERS AND RESPONSIBILITIES OF BOARD OF COMMISSIONERS, The Board of Commissioners is specifically empowered to (g) Prescribe the policies to be followed by the Chief of the VILLAGE FIRE DEPARTMENT in the use of department resources and the furnishing the services described in the agreement; (k) To employ, assign, reassign, promote, demote, discipline and discharge any and all officers and employees of the Village Fire Department, all of whom shall serve and hold their offices or employment at the pleasure of the Board of Commissioners. At all times, the Chief was following the policies and direction of the Board of Commissioners, and the Board believed it was fulfilling the expectations of the constituent villages.

We now understand the surprise of the villages when recently confronted with the cost of overtime to staff the 2nd ambulance necessitated by the recent pandemic. The Commission was made aware of the necessity of the staffing request, and we are convinced that the commissioners informed their respective council of the action. In hindsight we should have presented a good faith estimate of the total cost impact rather than waiting for accurate budget numbers to be presented, after the fact, by the auditors. Going forward, during an emergency within which an expenditure is expected to exceed the budget either

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the Commission or Fire Chief will promptly notify the villages of any supplemental budget request or amendment and make a good faith estimate of the cost. Please note though that such an amount may only be an estimate.

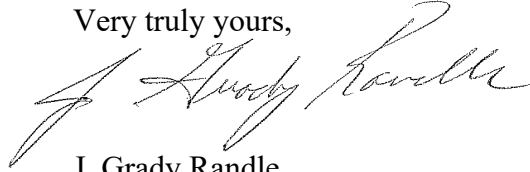
As you stated in your letter “there may be exceptional circumstances where it is impossible to seek [prior] approval...” of an emergency request to exceed budgeted expenditures. Such a request is dependent on the type of emergency. A lumbering hurricane, days away will give the commission time to alert the villages of a possible request and the possible cost. However, a tornado, a Harvey-like event, a 5-alarm fire or a 20-car pile-up on I-10 will not allow for a request *prior* to the emergency. I am sure you will agree that such an emergency request should not interfere with Department’s primary mission to provide for the health, safety, and welfare of the inhabitants of the villages. Such a request for a sudden emergency may necessarily be made either during or after the emergency or at the next Commission meeting.

The second issue in your letter addresses EMS revenue funds and infers that these funds are the property of the Village Fire Department. They are not. It has been made crystal clear on multiple occasions by the villages that the villages are the *sole* source of funding for the Department and requests to permanently assign ambulance funds to the Department have been repeatedly denied. The Commission is an administrative body created by the 6 villages for the administration of the Village Fire Department. Assuming arguendo that section 102.003 of the Local Government Code applies to the Commission, section 102.003(b)(5), states that a municipality’s budget must contain “estimated revenue *available to cover the proposed budget.*” These funds are not available to cover the proposed budget of the Department as these funds belong to the respective villages. Furthermore, these funds are not Village Fire Department revenue and consequently are shown as a cash asset on the balance sheet and also shown on the balance sheet, as a liability as funds owed to the villages. Much like your firm’s trust account, money held in trust for your client is shown as an asset entry in your cash balances and a corresponding liability entry as trust funds owed. Put another way, these funds are not income statement items but are balance sheet items.

The Department has never used these funds without first seeking the approval of the villages. To be clear these 3rd party payments are segregated into a separate account, shown on the Village Fire Department balance sheet and until recent years, these funds had always been remitted to the respective villages. More recently on a request from the Commission, the EMS fund balance was used for purchases approved by the Commission and the individual villages thereby negating a budget amendment. This has historically been the process followed by the Commission and approved by the Auditors. If a majority of the villages as represented through their commissioners wish to change the budgeting procedures or financial reports the Village Fire Department will be glad to comply, assuming the request is approved by the auditors as following the required accounting principals, but please understand that staff and the village fire department cannot act on one village’s request.

In conclusion, the Village Fire Department and its staff will comply with the directives of the Commissioners and the Commissioners will represent the desires of the respective villages to receive timely budget requests and financial reports in the form that is prescribed by the collective villages. All future emergency budget requests will contain an estimated amount. The current budget is tight, and any significant emergency will require a request to the villages. The commission also wants to reassure the villages that the current budget expenditures are currently under budget.

Very truly yours,



J. Grady Randle

cc:

Village Fire Commission

Ron Presswood, Chairman, *via email* ron@presswood-eng.com

Fire Chief David Foster, *via email* foster@villagefire.org

Matt Woodruff, Vice Chair, *via email* mwoodruff@hedwigtx.gov

Zebulun Nash, Treasurer, *via email* zebnash@sbcglobal.net

Allen Carpenter, Secretary, *via email* allen.carpenter@icloud.com

Keith Brown, Member, *via email* kbrown@bunkerhilltx.gov

Rob Adams, Mayor, *via email* robadams@pdq.net

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City of Hedwig Village

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Wendy Baimbridge, City Administrator, *via email* wbaimbridge@hedwigtx.gov

City of Hilshire Village

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Tom Fullen, City Administrator, *via email* tfullen@cityofhunterscreek.com

City of Piney Point Village

Mark Kobelan, Mayor, *via email* mark@ppvcouncil.org

Bobby Pennington, City Administrator, *via email* cityadmin@pineypt.org

City of Spring Valley Village

Marcus Vajdos, Mayor, *via email* mayor@springvalleytx.com

Julie Robinson, City Administrator, *via email* jrobinson@springvalleytx.com

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

MEETING DATE: November 15, 2022

TOPIC: Resolution No. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE EXPRESSING SUPPORT AND GRATITUDE FOR THE OUTSTANDING FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED BY ALL EMPLOYEES OF THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Council Member Carpenter will present this Item.

RECOMMENDATION: N/A

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# _____

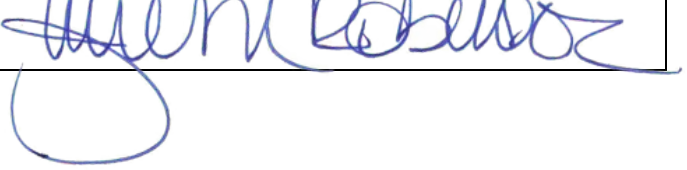
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE EXPRESSING SUPPORT AND GRATITUDE FOR THE OUTSTANDING FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED BY ALL EMPLOYEES OF THE VILLAGE FIRE DEPARTMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on December 20, 1978, the City of Spring Valley Village entered into an Interlocal Cooperation Agreement with the Cities of Bunker Hill Village, Hedwig Village, Hilshire Village, Hunters Creek Village, and Piney Point Village to establish the Village Fire Department that would be jointly owned and operated by the cities to provide fire prevention, suppression, investigation and emergency medical services to each of the cities ("Village Fire Department Interlocal Cooperation Agreement"); and

WHEREAS, without a joint Department, none of the Villages would be able to afford their own individual Fire Department; and

WHEREAS, under the leadership of Chief David Foster who joined the Village Fire Department Sept 27, 2010, the Village Fire Department has achieved an ISO Rating 1 for all of the Villages which can directly benefit the homeowner's and property insurance premiums of every resident and commercial property owners within the Villages if their insurance company uses them to calculate premiums; and

WHEREAS, Chief Foster and all of the dedicated employees of the Village Fire Department have implemented various operational changes to improve operations (including requiring all response employees to be Firemedics, staffing all apparatus with Firemedics, and instituting a fire attack procedure to ensure the ability to begin responding to an incident without delay while waiting on the City of Houston for additional assistance for certain incidents) with the result being significantly reduced response times for the Villages and every second counts; and

WHEREAS, the City of Spring Valley Village recognizes, appreciates, and honors the dedicated service of all of the employees of the Village Fire Department.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE 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 Mayor and City Council hereby officially express their support and gratitude for the outstanding fire and emergency medical services provided by all employees of the Village Fire Department.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

Attest:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

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

MEETING DATE: November 15, 2022

TOPIC:	Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2023 Being Blue Cross/Blue Shield of Texas for Medical, Dental, Group Life/AD&D, Supplemental Life and Long-Term Disability, and Superior Vision (Vision) For The City of Spring Valley Village's Employee Benefits
---------------	---

BACKGROUND:	The Villages Mutual Insurance Group ("VMIG"), of which the City of Spring Valley Village is a voting member, contracted with Blue Cross/Blue Shield of Texas ("BCBS") for employee medical, Guardian Dental for dental, Superior Vision for vision, and Lincoln National for life/long-term disability/accidental death & dismemberment/supplemental life for Plan Year 2022.
--------------------	--

On October 20, 2022, the Board members of VMIG met and carefully reviewed and discuss the renewal proposal submitted by Blue Cross/Blue Shield ("BCBS"). Originally, BCBS proposed a renewal of the current three medical plans at 8.2% increase; however, by bundling with Dental, Life/AD&D and Supplemental Life/Long-Term Disability and moving those from Lincoln Financial Life and Guardian Life, respectively, to BCBS we could reduce the premiums for the medical plans to a net 4% increase. The renewal proposal from Superior Vision (vision coverage), included no rate increases for Plan Year 2023. The Board accepted the renewal proposals from BCBS and Superior Vision.

A copy of the VMIG 2023 Renewal Recommendation Letter and Presentation is provided with this agenda item.

Since Memorial Villages Water Authority is the entity that contracts with the carriers for VMIG on November 2, 2022, the MVWA Board of Supervisors approved the recommendations of the Villages Mutual Insurance Group Board to contract with the recommended carriers.

With BCBS, the City will offer the same three medical plans for employees to choose from and little to no disruption in the provider network. As a reminder, the City covers 100% of the employee premiums and 55% of dependent premiums.

The adopted FY 2023 budget included an anticipated 8.8% maximum premium increase; however, with the bundling of ancillary coverages through BCBS, the overall increase is only 4.0%. This is a significant cost savings while maintaining strong plans.

It is my recommendation that the Council approve the following

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

VMIG insurance carriers for Plan Year 2023:

Insurance Type	Carrier
Medical	Blue Cross/Blue Shield of Texas
Dental	Blue Cross/Blue Shield of Texas
Life/AD&D	Blue Cross/Blue Shield of Texas
Long-Term Disability/Supplemental Life	Blue Cross/Blue Shield of Texas
Vision	Superior Vision

RECOMMENDATION: Staff recommends approving the VMIG insurance carriers as outlined above.

ATTACHMENTS:

- Copy of VMIG Board Recommendation for Plan Year 2023 Insurance Carriers
- Copy of Villages Mutual Insurance Group Plan Year 2023 Renewal Presentation Packet

FUNDING ISSUES:

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

☒ Full amount already budgeted in Acct/Project# xx-xx-4100

☐ 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# _____

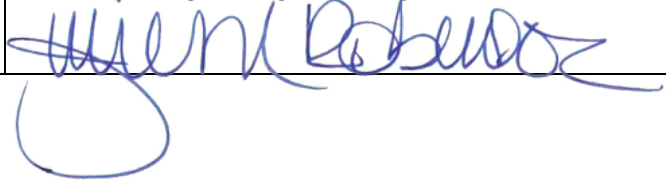
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

MEMORANDUM

TO: Honorable Tom Jinks, Mayor, City of Hedwig Village
Honorable Jim Pappas, Mayor, City of Hunters Creek Village
Honorable Marcus Vajdos, Mayor, City of Spring Valley Village
Honorable Robert Buesinger, Mayor, City of Hilshire Village
Ron Presswood, Chair, VFD Board of Commissioners
Mr. Gary Schenk, President, Memorial Villages Water Authority

FROM: Trey Cantu, Chair, Villages Mutual Insurance Group

CC: Villages Mutual Insurance Group Board
Members' City/Board Secretaries

DATE: October 25, 2022

SUBJECT: VMIG Board Recommendation for Plan Year 2023 Insurance Carriers

The Board Members of the Villages Mutual Insurance Group ("VMIG") met on Thursday, October 20, 2022, to review and discuss the renewal proposal submitted by Blue Cross/Blue Shield ("BCBS"), as well as a renewal proposal from Superior Vision.

The renewal proposal from BCBS included the current (3) medical plans at a net 4% increase requiring ancillary bundle coverages (dental & life). The new contract with BCBS for Group Basic Life/ADD and Voluntary VB Life/ADD & LTD will replace Lincoln Financial Group. The new contract with BCBS for Group Dental will replace Guardian. The renewal proposal from Superior Vision (vision coverage), included no rate increases for Plan Year 2023. The Board accepted the renewal proposals from these providers.

The Board's recommendation for Plan Year 2023 is as follows:

Type of Insurance	Carrier
Medical	Blue Cross/Blue Shield
Dental	Blue Cross/Blue Shield
Vision	Superior Vision
Life/AD&D	Blue Cross/Blue Shield
Long-Term Disability	Blue Cross/Blue Shield
Supplemental Life	Blue Cross/Blue Shield

Please place the above-recommended types of insurance and carriers on your Council or Board Agendas as soon as possible in November for consideration and advise us in writing of your Council's or Board's action.

If you have any questions, please feel free to contact Katherine Stuart at Village Fire Department at (713)468-7941.

DIVIDER PAGE



(DBA) Village Mutual Insurance Group PY 2023 Renewal Presentation

November Board Meeting 2022



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PY 2023 Recommendations 1/2023

- Renewal the BCBSTX Medical / RX current (3) plans @ a **NET 4%** increase requiring ancillary bundle coverages with BCBSTX
- New contract with BCBSTX for Group Base Life/ADD and Voluntary VB Life/ADD & LTD replacing Lincoln Financial Life
- New Contract with BCBSTX for Group Dental replacing Guardian Life
- Retain Superior Vision @ current coverage / premium rates



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Presentation Strategies and Discussion



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Plan Year 2023 Objectives/Strategies

- On Time and Under budget
- Retain Historical Plan Unit PEPMS
- Leverage Gallagher Book and Authority with BCBSTX
- Maintain Best In Class Benefit Package
- Minimize Carrier Disruption Benefit Portfolio / Providers
- Evaluate All High Efficacy Marketplace Options
- TML-Health Declined an RFP Response
- Meet Each MVIG Where They Are
- BCBSTX PY 2023 medical renewal @ +8.2%
- Bundle Ancillary For Medical Discount Savings **(-3%)**



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Plan Highlights PY 2023 Consideration

- ACA Value @ 86% GOLD; ACA GOLD Band 80%-89%
- Multiple Plan Options Premiums / Benefits (3) Plans
- Broad PPO Style Networks % In- Network Usage
- BCBSTX Replaces Guardian / LFG Ancillary Coverages
- PY 2023 Next Steps



BY THE NUMBERS

BY THE NUMBERS DASHBOARD			
PREMIUM VS. CLAIMS PERFORMANCE (PEPM) < \$100,000 ISL			
	EARNED PREMIUM	CLAIMS	LARGE CLAIMANTS
Plan Year 2010	\$1,084	\$572	1 Claimant
Plan Year 2020	\$1,385	\$602	3 Claimant
Plan Year 2021	\$1,450	\$943	2 Claimant
R- (12) 2022	\$1,501	\$964	2 Claimant
Avg. Annual Increase	3.2%		
PY 2022 R-(12) Claims @ 64% LCR not include ASO/Pooling/Trend @ 25%-30%			
Premium Increase PY 2022 @ 6.5% PEPM Average based on 1/1/22 enrollment			



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PY 2023 BCBSTX Medical Plan Renewal Analysis



Medical Current PY 2022 Premium Rates

Current Plan Rates

	EO	ES	EC	EF	Total
MTBCP011	\$ 860.06	\$ 1,978.13	\$ 1,548.10	\$ 2,666.18	\$ 174,419.79

\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment	58	11	13	31
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MTBCP014	\$ 827.88	\$ 1,904.13	\$ 1,490.19	\$ 2,566.44	\$ 33,446.49
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\$35 Office Copay, \$70 Spc Copay, \$1500/\$4500 (Ind/Fam Ded), \$4500/\$13500 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment	3	1	4	9
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MTBEE011	\$ 785.81	\$ 1,807.36	\$ 1,414.45	\$ 2,436.00	\$ 12,415.76
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\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

Contract Enrollment	5	1	3	1
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Total Monthly Health Cost

\$ 220,282.04



Medical Renewal PY 2023 Premium Rates

Renewing Plan Rates

MTBCP011

\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

EO	ES	EC	EF	Total*
\$ 895.38	\$ 2,059.28	\$ 1,611.58	\$ 2,775.58	\$ 181,577.64

Plan Rate Change **4.1%**

MTBCP014

\$35 Office Copay, \$70 Spc Copay, \$1500/\$4500 (Ind/Fam Ded), \$4500/\$13500 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

\$ 865.87	\$ 1,991.42	\$ 1,558.48	\$ 2,684.11	\$ 34,979.94
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Plan Rate Change **4.6%**

MTBEE011

\$30 Office Copay, \$60 Spc Copay, \$1000/\$3000 (Ind/Fam Ded), \$4000/\$12000 (OPX Ind/Fam), 80% Plan Coin, PDP:\$0/\$10/\$50/\$100/\$150/\$250

\$ 798.25	\$ 1,835.89	\$ 1,436.77	\$ 2,474.50	\$ 12,611.95
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Plan Rate Change **1.6%**

Total Monthly Health Cost

\$ 229,169.53

Total Rate Change

4.0%



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PY 2023 Ancillary Coverages



PY 2023 Dental

BCBSTX Bundle Discount

Carrier			Guardian		BCBSTX	
Plan Provisions			Inforce Plan		Proposed	
			Value	MAC PPO	Value	MAC PPO
					Plan 39	Plan 33
Calendar Year Deductible (Individual)			\$50	\$50	\$50	\$50
Calendar Year Deductible (Family)			3X	3X	3X	3X
Calendar Year Maximum			\$1,500	\$1,500	\$1,500	\$1,500
Preventive			100%	100%	100%	100%
Basic			80%	80%	80%	80%
Major			50%	50%	50%	50%
Orthodontia			None	50%	None	50%
Orthodontia Maximum			None	\$1,000	None	\$1,500
R & C Percentile			MAC	80th	MAC	90th
Carrier			Inforce Plan		Proposed	
Rates	Value	PPO				
Employee Only	22	37	\$27.96	\$37.00	\$27.88	\$38.07
Employee + Spouse	5	9	\$55.52	\$73.46	\$55.76	\$76.15
Employee + Child(ren	5	13	\$65.95	\$96.10	\$66.65	\$93.36
Employee + Family	13	24	\$93.51	\$132.54	\$103.44	\$144.12
			\$2,438.10	\$6,460.40	\$2,570.13	\$6,766.50
Estimates Monthly Premium			\$8,898.50		\$9,336.63	
Plan Provisions			N/A		BCBSTX Proposal does not include a DHMO option (8) total employees enrolled	
Premium Rate Guarantees			One (1) Year		Year (2) Premium Rate Cap 5%	

Basic Life/AD&D

BCBSTX Bundle Discount



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Carrier	Lincoln (LFG)		BCBSTX	
Plan Provisions	Inforce Plan		Proposed Plan	
Basic Life & AD&D Benefit				
Life Benefit	Employee:	\$50,000	Employee:	\$50,000
AD&D Benefit	Match Life Benefit		Match Life Benefit	
Accelerated Death Benefit	75% of the death benefit amount		75% of the death benefit amount	
Seat Belt	10% - \$25,000		10% - \$25,000	
Air Bag	5% - \$5,000		5% - \$5,000	
Common Carrier	Included		Included	
Age Reduction Schedule	35% at age 65, 60% at age 70, 75% at age 75		35% at age 65, 60% at age 70, 75% at age 75	
Waiver of Premium	Included		Included	
Conversion	Included		Included	
Contributions				
Basic Life / AD&D	Employer Paid		Employer Paid	
Carrier	Lincoln (LFG)		BCBSTX	
	Inforce Plan		Proposed Plan	
Basic Life Rate/\$1,000	\$0.210		\$0.200	
AD&D Rate/\$1,000	\$0.030		\$0.030	
Total Life/AD&D Rate	\$0.240		\$0.230	
Current Volume	\$7,032,500.00		\$7,032,500.00	
Estimated Monthly Premium	\$1,687.80		\$1,617.48	
Estimated Annual Premium	\$20,254		\$19,410	
Additional Information				
Rate Guarantee Options	2 Years		2 Years	
	Line of Duty Benefit (50% - \$25,000)		Line of Duty Benefit (50% - \$25,000)	
			Supplemental VB Life/ADD Replicates Current LFG Contract and Premium Rates	

**Gallagher**

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Long Term Disability

BCBSTX Bundle Discount

Schedule of Benefits	Lincoln (LFG)	BCBSTX
	Current	Proposed
Definition of Disability	2 Year Own Occupation	2 Year Own Occupation
Benefit Percentage	60%	60%
Minimum Monthly Benefit	Greater of \$100 or 10%	Greater of \$100 or 10%
Maximum Monthly Benefit	\$10,000	\$10,000
Benefit Waiting Period	90 Days	90 Days
Benefit Duration	SSNRA	SSNRA
Pre-Existing Condition	3/12	3/12
Rehab/Return to Work Assistance	Included	Included
Mental/Nervous & Substance Abuse	24 Month	24 Month
Survivor Benefit	3X	3X
Reasonable Accommodation Expense	Included	Included
Contributions	100% Employer Paid	100% Employer Paid
Carriers	Lincoln (LFG)	BCBSTX
LTD	Per \$100 of Monthly Covered Payroll	Per \$100 of Monthly Covered Payroll
Composite Rates	\$0.470	\$0.460
Volume	\$956,436.00	\$956,436.00
Monthly Premium	\$4,495.25	\$4,399.61
Annual Premium	\$53,942.99	\$52,795.27
Additional Information		
Rate Guarantee Options	2 Year	2 Year



Vision – Retain Superior Vision

Plan Name		Superior Vision In Network	
Exam/ Materials		\$10/\$25	
Frames Allowance		\$150	
Single Lenses		Covered in Full	
Bi Focal Lenses		Covered in Full	
Tri Focal Lenses		Covered in Full	
Progressive Lenses		Covered at lined Trifocal Level	
Lenticular Lenses		Covered 100%	
Polycarbonate Child		Covered 100%	
Polycarbonate Adult		\$33	
Factory Scratch Child		\$17-\$33	
Factory Scratch Adult		\$17-\$33	
Ultraviolet Coat		\$16	
Anti-Reflective Coat		\$43-\$85	
Photochromatic		\$31-\$82	
Elective Contacts Allowance		\$150	
Fitting Exam		\$25/\$50	
Necessary Contacts		Covered in Full	
Frequency		12/12/24	
Rates		Current	Renewal
Employee	63	\$6.40	\$6.40
Employee + Spouse	24	\$12.80	\$12.80
Employee + Child(ren)	14	\$14.70	\$14.70
Employee + Family	32	\$22.64	\$22.64
Monthly Cost		\$1,640.68	\$1,640.68
Annual Cost		\$19,688.16	\$19,688.16



Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that supersedes a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

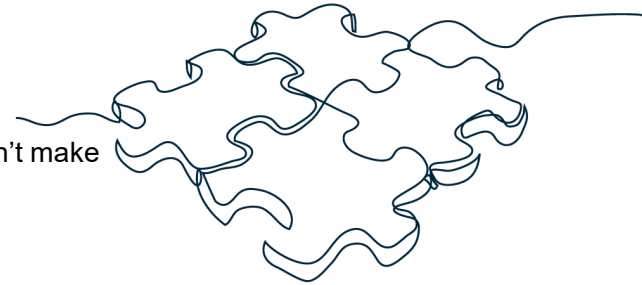
Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and wholly owned subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Securities and Investment Advisory Services may be offered by Gallagher Retirement Services, Inc. and executed through NFP Securities, Inc., Member FINRA/SIPC. Investment advisory services and corresponding named fiduciary services may also be offered through Gallagher Fiduciary Advisors, LLC, a Registered Investment Adviser. Gallagher Fiduciary Advisors, LLC is a single-member, limited-liability company, with Gallagher Benefit Services, Inc. as its single member. Not all individuals of Gallagher and none of Gallagher Fiduciary Advisors, LLC individuals are registered to offer securities or investment advisory services through NFP Securities, Inc. NFP Securities, Inc. is not affiliated with Arthur J. Gallagher & Co., Gallagher Benefit Services, Inc. or Gallagher Fiduciary Advisors, LLC. Neither Arthur J. Gallagher & Co., NFP Securities, Inc., or their affiliates provide accounting, legal, or tax advice.

The Gallagher Way

1. We are a Sales and Marketing Company dedicated to providing excellence in Risk Management Services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class Citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion, To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another, We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

- Robert E. Gallagher
May 1984



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- 8 years running -

Thank You!

Consultant: Bob Treacy, LHIC
Account Manager: Emily Fertitta



Gallagher

Insurance | Risk Management | Consulting

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

MEETING DATE: November 15, 2022

TOPIC: Resolution Number 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Each year, the City of Spring Valley Village must designate a representative and alternate to serve on the H-GAC General Assembly. In previous years, the following officials were designated:

- 2021 – Representative: Council Member Bo Bothe
Alternate: Council Member Tom Donaho
- 2020 – Representative: Mayor Marcus Vajdos
Alternate: Council Member David Dominy
- 2019 – Representative: Council Member Joy McCormack
Alternate: Council Member David Dominy
- 2018 – Representative: Council Member Bo Bothe
Alternate: Mayor Tom Ramsey
- 2017 – Representative: Mayor Tom Ramsey
Alternate: Council Member Bo Bothe

H-GAC has notified the City that it is time to appoint the 2023 representative and alternate. Therefore, this item is submitted for Council action.

RECOMMENDATION: None

ATTACHMENTS:

- Resolution Number 22-XX
- H-GAC Correspondence dated November 15, 2022

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# _____

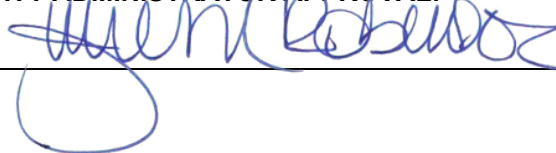
☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:
Jasmin Torres, City Secretary

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NUMBER 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS DESIGNATING A REPRESENTATIVE AND AN ALTERNATE TO THE HOUSTON-GALVESTON AREA COUNCIL 2023 GENERAL ASSEMBLY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. _____ be and is hereby designated as the City of Spring Valley Village's Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2023.

Section 2. That the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

Section 3. The Executive Director of the Houston-Galveston Area Council shall be notified of the designation of the hereinabove named representative and alternate.

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

DULY PASSED AND ADOPTED this ____ day of _____, 2022.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE



HOUSTON- GALVESTON AREA COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

October 13, 2022

Dear General Law City Mayor:

Although we have not received notification from your city designating its representative and alternate on H-GAC's 2023 General Assembly, we do want your city to participate in selecting the General Law Cities representatives on the 2023 H-GAC Board of Directors. Therefore, we hope that you can join us as your city's representative to help select two General Law Cities representatives and two alternates to serve on H-GAC's 2022 Board of Directors. To accomplish this important business and to update you on H-GAC program activities of interest, City of Pattison **Mayor Joe Garcia** and City of Waller **Council Member Nancy Arnold**, current General Law Cities representatives on the H-GAC Board of Directors, have called a dinner meeting for:

DATE: Thursday, November 10, 2022
PLACE: Embassy Suites Houston West – Katy (I-10 and Park 10)
Rice Ballroom – 2nd Floor
16435 Katy Freeway
Houston, TX 77094
TIME: 6:30 p.m.—Cash Bar Reception
7:00 p.m.—Dinner
8:00 p.m.—Business Meeting
COST: \$55.00 per person

I hope you will take a moment now to indicate your attendance plans on the attached response form, by registering online on the H-GAC website at <https://www.h-gac.com/events/general-law-cities-caucus>, or by calling Cynthia Jones at 713-993-4591. If you will not be able to attend on **November 10**, we would appreciate you contacting another elected member of your governing body so that your city's vote can be cast in designating the General Law Cities representatives on H-GAC's Board of Directors.

I look forward to visiting with you on November 10 and exchanging ideas about how H-GAC can better serve your city.

Sincerely,

Chuck Wemple

CW/cj

Attachment
cc: City Secretary

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

MEETING DATE: November 15, 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 A PROPOSAL FOR ENGINEERING SERVICES FOR THE REPAIR OF THE KRIST DRIVE STORM SEWER OUTFALL BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBBFENDLEY, & ASSOCIATES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: In May of 2022, City staff was notified by residents at 1214 and 1218 Krist Drive that there was concern over the outfall pipe running between their two properties and associated erosion of their properties. CobbFendley & Associates was contacted by the City to investigate the outfall and provide a recommendation on addressing any concerns observed. CobbFendley submitted to the City a Proposal for engineering design for repair of the outfall.

Project Overview

The storm sewer outfall from the Brighton Place Subdivision that outfalls to Spring Branch Creek between the two residences of 1214 Krist and 1218 Krist Drive has experienced significant erosion over the past couple of years. The residents have noticed the erosion since the de-snagging project was completed along the creek. This erosion is active, has eroded up to the back fences of these 2 properties and is now threatening private property (swimming pool). Currently the storm sewer outfall is approximately 18 – 20 feet from the existing water surface. Since the City's initial visit to investigate the issues in May, the high bank has eroded back an additional 4 feet. With the additional erosion, the outfall appears to now be compromised. Pictures from the initial investigation are included for reference.

Responsibility

Following the City's discussion with CobbFendley, Charles Eastland reached out to Harris County to see if the City would be able to collaborate with the County in the repair since CobbFendley has an existing contract with them for similar scenarios across the County. Unfortunately because the outfall is not off a County Road this is not possible.

Additionally, any partnership with Harris County Flood Control District would not be possible. Although the District maintains a

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

flood control easement within this area, the District considers the outfall the City's responsibility and the maintenance of the creek banks are the responsibility of the property owners.

At this point, the erosion has become even more significant and is close to impacting private property on at least one of the adjacent properties. Consequently, this is a project that is not optional for the City.

The proposed Resolution would approve the proposal from Cobb Fendley & Associates, Inc. in an amount of \$24,450 for the engineering design for the repair of the Krist Drive Storm Sewer Outfall. Funds for this professional engineering services Proposal are available via cash funding within the Capital Projects Fund.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution No. 22-XX
- Pictures of Storm Sewer Outfall

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# _____

☒ \$24,450 from unassigned fund balance will be used and added to Acct/Project# 25-50-5551

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

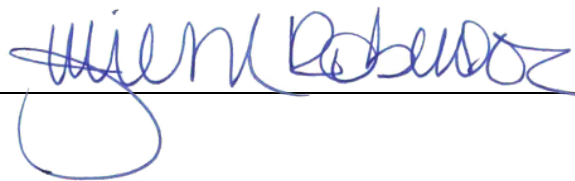
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Zachary Meadows, Director of
Community Development

CITY ADMINISTRATOR APPROVAL:



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 PROPOSAL FOR ENGINEERING SERVICES FOR THE REPAIR OF THE KRIST DRIVE STORM SEWER OUTFALL BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY, & ASSOCIATES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for engineering services for the repair of the Krist Drive Storm Sewer Outfall by and between the City of Spring Valley Village, Texas and Cobb, Fendley, & Associates (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 22-XX

AUTHORIZATION FOR PROFESSIONAL SERVICES



Project No.: **2215-xx**

Project Title: **Spring Valley Village, 1218 Krist Dr. Outfall Reconstruction**

Date: **November 7, 2022**

Client: **City of Spring Valley Village**

Authorizing Agent: **Mr. Zachary Meadows, Director of Community Development**

Client Address: **1025 Campbell Road**
Houston, Texas 77055

Telephone No.: **(832) 910-8577**

E-Mail Address: **zmeadows@springvalleytx.com**

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services to you in connection with the restoration of the storm sewer outfall on Spring Branch Creek (Unit #140-00-00) at 1218 Krist Drive, Houston, Texas. The work generally includes the engineering schematic plan/profile drawings, section view, details, standards and specifications of Harris County Flood Control District (HCFCD) for submittal for permitting of the reconstruction of the outfall.

CobbFendley's services are to be performed for the sole benefit of City of Spring Valley ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

A copy of the General Terms and Conditions of the Authorization for Professional Services is attached and constitutes a part of this agreement.

It is the understanding of CobbFendley that:

- The topographical survey will NOT be performed for this project for the sake of speed and cost. Schematic drawings based on field measurements and photos will be used to prepare drawings.
- CobbFendley will provide names of contractors and minimal coordination with bidders. Bidding and construction project management services will be performed by the City of Spring Valley Village.
- Site restoration and landscaping on private property will be procured separately and after the scope of this project is complete and is not the purview of this project.
- It is anticipated that there are no environmental requirements for this project. In the event that there are, CobbFendley will work with the City of Spring Valley Village to procure those services from a qualified environmental company at an additional fee.

SCOPE OF SERVICES

The fees for the following basic services will be billed according to the following fixed fees, unless denoted as hourly:

A. DESIGN PHASE

1. Bid Package Production (Lump Sum) \$10,000
2. HCFCFCD Permit Package (Lump Sum)..... \$2,000

B. BID PHASE

3. Bid Phase Services (Lump Sum) \$2,000

C. CONSTRUCTION PHASE

4. Construction Administration Services (Lump Sum) \$5,000
5. Construction observation (NTE 2 hrs per day for 1 month)..... \$5,200

D. REIMBURSABLE EXPENSES

6. Mileage \$250

TOTAL, BASIC SERVICES INCL. REIMBURSABLES \$24,450

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Agency, application, or approval fees.
2. Obtaining a title report, abstracting the property or obtaining adjoiner deeds.
3. Boundary surveying, topographical surveying or subdivision platting of the tract.
4. Obtaining construction permits.
5. Obtaining EPA's NPDES or TCEQ's TPDES permits.
6. Off-site utility or paving extensions or modifications.
7. Interim phase drawing submittals.
8. Dimensioned site plan.
9. Preparation of easement descriptions and exhibits for utilities and appurtenances.

10. Landscaping plan.
11. Soil, water or other environmental testing or environmental assessment of any kind.
12. Detailed cost estimates.
13. Off-site hydrological and hydraulic analyses.
14. Design of on-site franchised utility company infrastructure.
15. Record drawings.
16. Three dimensional drawings.
17. Traffic control plan for on-site construction activities.
18. Geotechnical investigations.
19. Construction materials testing.
20. Hydraulic/hydrological issues such as flood plain fill, public storm sewer analysis, etc.
21. Any other services not specifically included within the description of the Scope of Services or Other Services as described above.

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees.

SPECIAL PROVISIONS

Labor and legal costs incurred by CobbFendley for executing Engineer's Consent and Agreement documents and other documents requested by banking and lending institutions shall be considered as Additional Services and shall be billed on an hourly basis in accordance with the attached rate schedule.

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner.

Any delay by Owner or Client in providing proper and sufficient documents may delay CobbFendley's performance of its services, in which case CobbFendley shall be entitled to an extension of time to complete those services.

FURTHER AGREEMENTS

CobbFendley agrees to submit monthly invoices to your office by the _____ day of each month, and your office agrees to incorporate said invoices into your current monthly billing cycle. (CLIENT TO FILL IN DAY OF MONTH ABOVE)

CLIENT'S
INITIALS

CLIENT agrees to pay CobbFendley for services provided regardless of the status of land transactions, loans from lending institutions, and other OWNER/CLIENT activities outside the control of CobbFendley.

CLIENT'S
INITIALS

AUTHORIZATION

Execution of this document and return by e-mail or facsimile to CobbFendley will serve as authorization for CobbFendley to perform the above services and the Client agrees to pay the fees referenced above. Activities associated with the services will not commence until CobbFendley receives this document executed by the responsible party. This proposal is void if not accepted within thirty days of the date hereon.

We look forward to serving you on this project.

Sincerely,

This proposal accepted by:

COBB, FENDLEY & ASSOCIATES, INC.

CITY OF SPRING VALLEY VILLAGE

A handwritten signature in blue ink, appearing to read "CME", written over a horizontal line.

Charles M. Eastland, P.E.
Executive Vice President

Zachary Meadows, Dir. Community Development

Date of Authorization

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. DIRECT EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 45 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

2019 STANDARD RATE SCHEDULE

Senior Engineer V or Principal	\$290.00/HR
Senior Engineer IV or Project Manager V	\$270.00/HR
Senior Engineer III or Project Manager IV	\$235.00/HR
Senior Engineer II or Project Manager III	\$220.00/HR
Senior Engineer I or Project Manager II	\$195.00/HR
Engineer III or Project Manager I	\$170.00/HR
Engineer II	\$150.00/HR
Engineer I	\$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	\$165.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	\$145.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	\$125.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	\$100.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	\$80.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	\$60.00/HR
Licensed State Land Surveyor	\$235.00/HR
Registered Professional Land Surveyor	\$170.00/HR
4 Person Survey Crew	\$190.00/HR
3 Person Survey Crew	\$170.00/HR
2 Person Survey Crew	\$145.00/HR
1 Person Survey Crew	\$105.00/HR
2 Person Hy-Drone Crew	\$340.00/HR
2 Person UAV Drone Crew	\$235.00/HR
Construction Manager III	\$280.00/HR
Construction Manager II	\$230.00/HR
Construction Manager I	\$185.00/HR
Construction Observer III	\$155.00/HR
Construction Observer II	\$130.00/HR
Construction Observer I	\$110.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	\$180.00/HR
Right-of-Way Agent III or ROW Attorney	\$160.00/HR
Right-of-Way Agent II	\$140.00/HR
Right-of-Way Agent I	\$110.00/HR
Administrative	\$105.00/HR
Clerical	\$80.00/HR
Field Data Device	\$40.00/HR/unit

(Continued)

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum).....	\$170/HR
One-Man Designating Crew (4-Hour Minimum).....	\$110/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$315/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$295/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum).....	\$260/HR
Traffic Control Officer	@ Cost + 10%
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation, Location & Traffic Control Vehicles	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*).....	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person).....	GSA Standard Rate/Day
Title Plant Charges.....	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%

In-House Reproduction:

➤ Copies (Up to 11" x 17")	\$0.15/Each
➤ Color Prints (Up to 11" x 17")	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes)	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints.....	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

(*) Technology charges added to each billable man-hour.

DIVIDER PAGE













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

MEETING DATE: November 15, 2022

TOPIC: Drainage Letter Report from CobbFendley Concerning Options for Addressing Mickey Way Drainage Improvements Issues.

BACKGROUND: Prior to the Capital Improvements Workshop in March 2022, the City received a request to add Mickey Way to the CIP from resident Kay Towns. According to the fixed assets schedule, the Mickey Way Area Paving and Utility Improvements Project was completed in 2009, and the City spent approximately \$2,458,089.22 out of the General Fund. The Mickey Way and Voss/Bracher Sanitary Sewer Replacement Project was completed in 2007, and the City spent approximately \$110,878.55 out of the Utility Fund. The cost of the two Projects totals approximately \$2,568,967.

Following the discussion, Council authorized City staff to talk with one of our engineers to explore options within the Mickey Way area to address concerns residents raised over the use of open ditches. We asked CobbFendley & Associates to review this and they have provided their Drainage Letter Report to City staff, and it is provided with this agenda item for City Council review.

Essentially there is only one option for addressing the drainage issues – total reconstruction of the drainage, in-line detention storage, paving and necessary water service line relocations. The estimated total construction cost for all the improvements proposed is \$3,151,170.00.

Charles Eastland with CobbFendley will be at the meeting to discuss any questions that the Council has.

Staff requests direction on if and how the Council wishes to proceed with any Mickey Way Drainage Improvements at this time.

RECOMMENDATION: Staff requests direction concerning if and how the Council wishes to proceed with any Mickey Way Drainage Improvements at this time.

ATTACHMENTS: • Drainage Letter Report Provided by CobbFendley

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# _____

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

☐	\$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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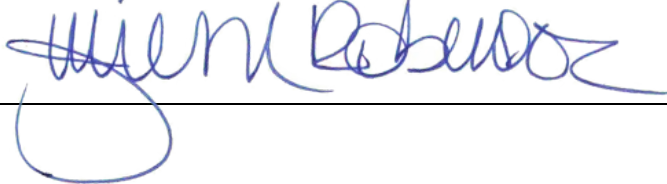
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Zachary Meadows, Director of
Community Development

CITY ADMINISTRATOR APPROVAL:



Drainage Letter Report

To: Zachary Meadows (Director of Community Development – Spring Valley Village)
From: Anna Theiss, PE, CFM, ENV SP
Cc: Charles Eastland, PE; Carl Ahrendt, PE, ENV SP
Date: 9/14/2022
Re: Mickey Way – Drainage Letter Report



The following Drainage Letter Report summarizes the methods and findings of the Drainage Study for the proposed improvements along Mickey Way and intersecting streets in the City of Spring Valley Village.

Executive Summary

The Mickey Way study area is located near the intersection of Westview Drive and Campbell Road and is comprised of single-family residential area. The existing drainage system within the area is primarily comprised of roadside ditches with limited storm sewer. Goals of this project include reducing the depth and steepness of the roadside ditches within the neighborhood.

Hydraulic models of the existing drainage system were created to serve as a baseline for comparison purposes with proposed recommended improvements. In the proposed condition, the existing roadside ditches will be filled and supplementary storm sewer will be added below shallow swales between driveways within the study area to provide added conveyance.

With the proposed improvements in place, ponding within the neighborhood during the 100-year storm event generally remains within right-of-way throughout the project area. The added system conveyance results in an increase in peak flow at the outfall of 9.93 cfs compared to the existing condition.

Due to the lack of open space within the project vicinity, an in-line detention option was evaluated using additional storm sewer in the right-of-way to serve as storage volume to mitigate the increases in flow to the receiving stream. The total required detention volume equated to approximately 0.93 acre-feet.

The estimated total construction cost associated with the proposed Mickey Way drainage improvements, in-line detention storage, paving, and necessary water service line relocations is \$3,151,170. This includes addressing ditches on all intersecting streets within the neighborhood, not just Mickey Way.

Project Description

The purpose of this project is to examine and recommend changes to the existing drainage infrastructure along Mickey Way and intersecting streets between Westview Drive and the existing outfall into Briar Branch (HCFCD Unit No. W140-01-00) to determine necessary improvements to allow

for adequate stormwater runoff for Atlas 14 rainfall events up to and including the 100-year storm event and reduce steep roadside ditch slopes within the neighborhood.

The project area is comprised of single-family residential areas and is primarily served by roadside ditch in the existing condition. Limited storm sewer drains Mickey Way and Beutel Drive along with portions of Larston Street, Elizabeth Road, and Randy Road – see overall drainage area extents in **Figure 1**, below.

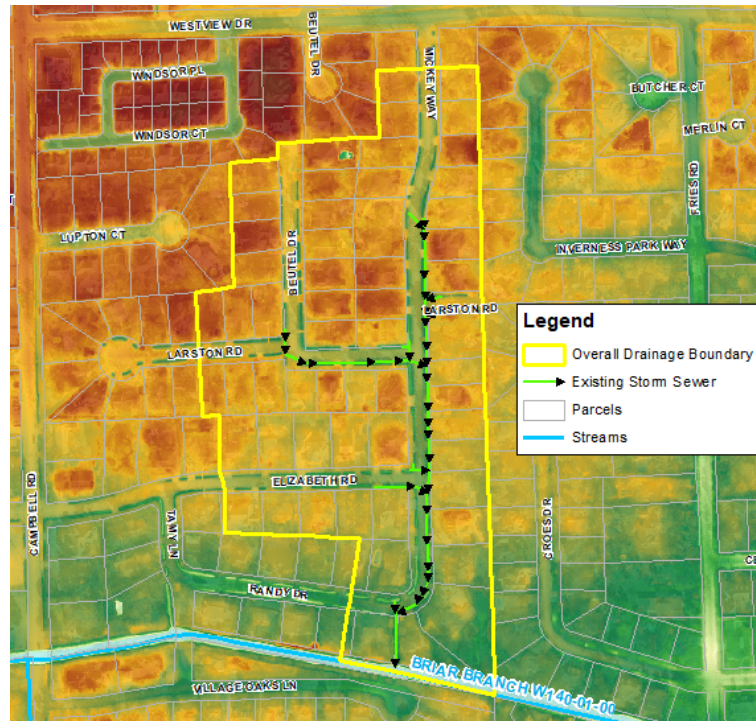


Figure 1: Overall Drainage Area Extents

Existing Condition

Hydrology

The project area is comprised of single-family residential areas and is primarily served by roadside ditch in the existing condition. Limited driveway culverts and/or storm sewer, ranging in size from 18" to 42" reinforced concrete pipe (RCP), drains Mickey Way and Beutel Drive along with portions of Larston Street, Elizabeth Road, and Randy Road. Existing condition drainage areas were delineated based on Harris County 2018 LiDAR and the provided "Mickey Way Area Reconstruction" as-built records prepared by Claunch & Miller, Inc. dated August, 2008 – see **Figure 2**, below.

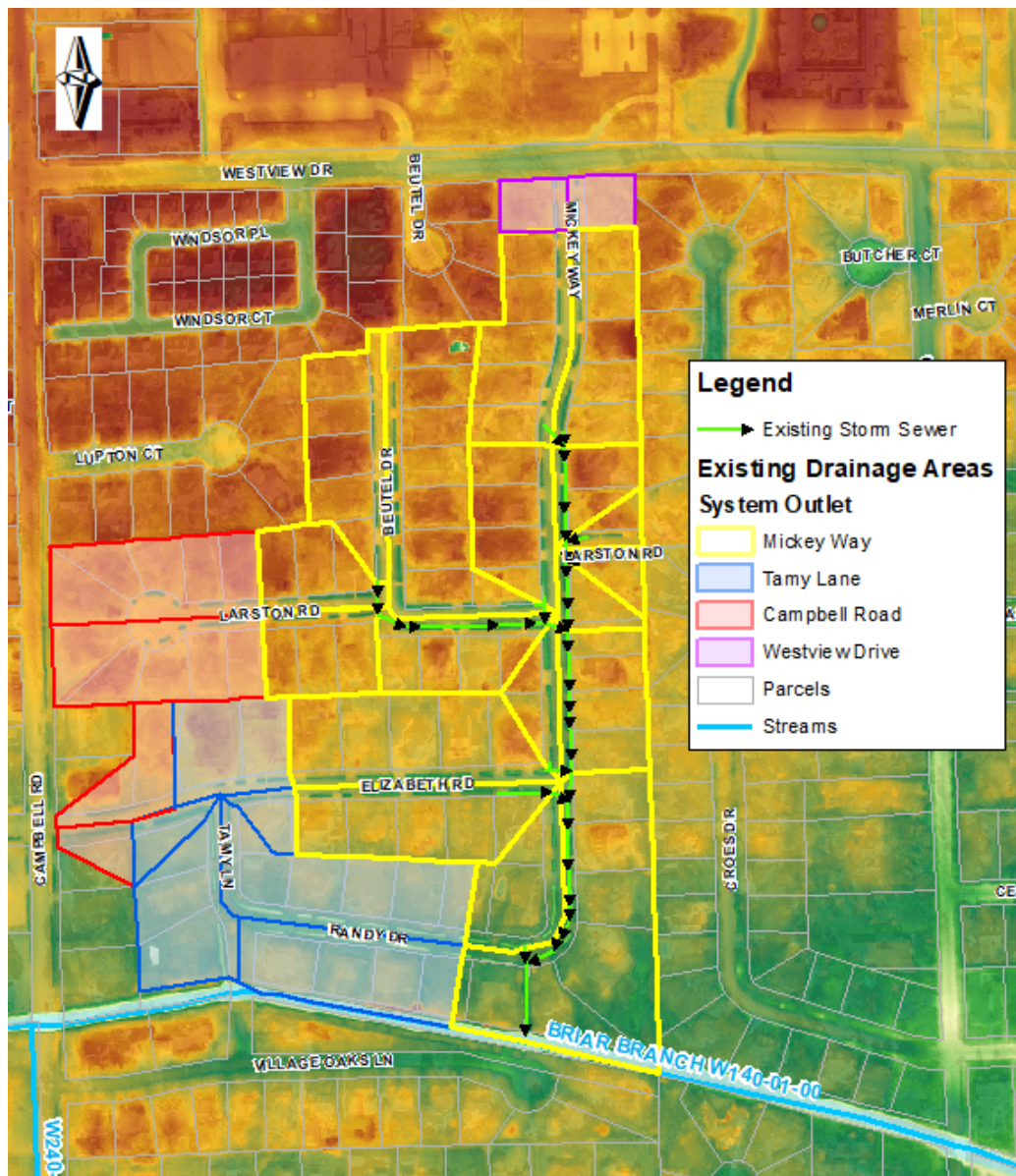


Figure 2: Existing Condition Drainage Areas

The Rational Method was used to determine peak flows for both the existing and proposed condition. Drainage areas were delineated using Harris County 2018 LiDAR and plan sets of the existing drainage infrastructure. Runoff coefficient “C” values were determined for each drainage area based on land use and the equation for Time of Concentration (Eq. 1) found in the Harris County Engineering Department Infrastructure Guidelines and Regulations (Effective September 2020).

$$\text{Eq. 1} \quad TC = 10 * A^{0.1761} + 15$$

Where:

TC = Time of concentration (minutes)

A = Area (acres)

A summary of the proposed condition peak flow rates can be found in **Attachment B**.

The Clark Unit Hydrograph Method was used to compute the runoff hydrographs within XP-Storm. The Clark Unit Hydrograph Method requires a drainage area, time of concentration (Tc), and a storage value (R) to compute a runoff hydrograph. The storage parameter (R) was determined by adjusting the value until the resulting peak discharge matched the computed runoff from the Rational Method. The loss parameters were input into XP-Storm using the Green & Ampt loss method parameters provided in **Table 1** below, which were obtained from the W140D Subbasin from the Buffalo Bayou FEMA Effective HEC-HMS model.

Table 1: Green & Ampt Loss Parameters

Initial Loss (in)	Moisture Deficit	Suction (in)	Conductivity (in/hr)
0.93	0.43	10.03	0.37

Hydraulic Analysis

An XPSTORM (v. 2011) model was created to analyze the overall functionality of the existing drainage system. The existing condition 100-year Atlas 14 rainfall event was analyzed in order to provide a baseline for comparison of proposed improvements. Existing condition storm sewer data was input based on provided as-built plans for the “Mickey Way Area Reconstruction” prepared by Claunch & Miller, Inc. dated August, 2008.

A top-of-pipe boundary condition was utilized at the outfall into Briar Branch both in the existing and proposed conditions.

Based on the results of the existing condition XPSTORM analysis, during the 100-year event the peak flow rate at the outfall into Briar Branch is 89.33 cfs.

Proposed Condition

In the proposed condition, supplementary storm sewer was added below the existing roadside ditches within the study area to provide added conveyance. The proposed storm sewer ranges in size from 18" to 30" RCP. In order to drain areas within the right-of-way between driveways, swales will replace the existing ditches to collect flow into Type 'A' grate inlets that will drain directly into the proposed storm sewer below. Proposed condition drainage areas were subdivided for each proposed inlet – see the **Figure 3**, below.

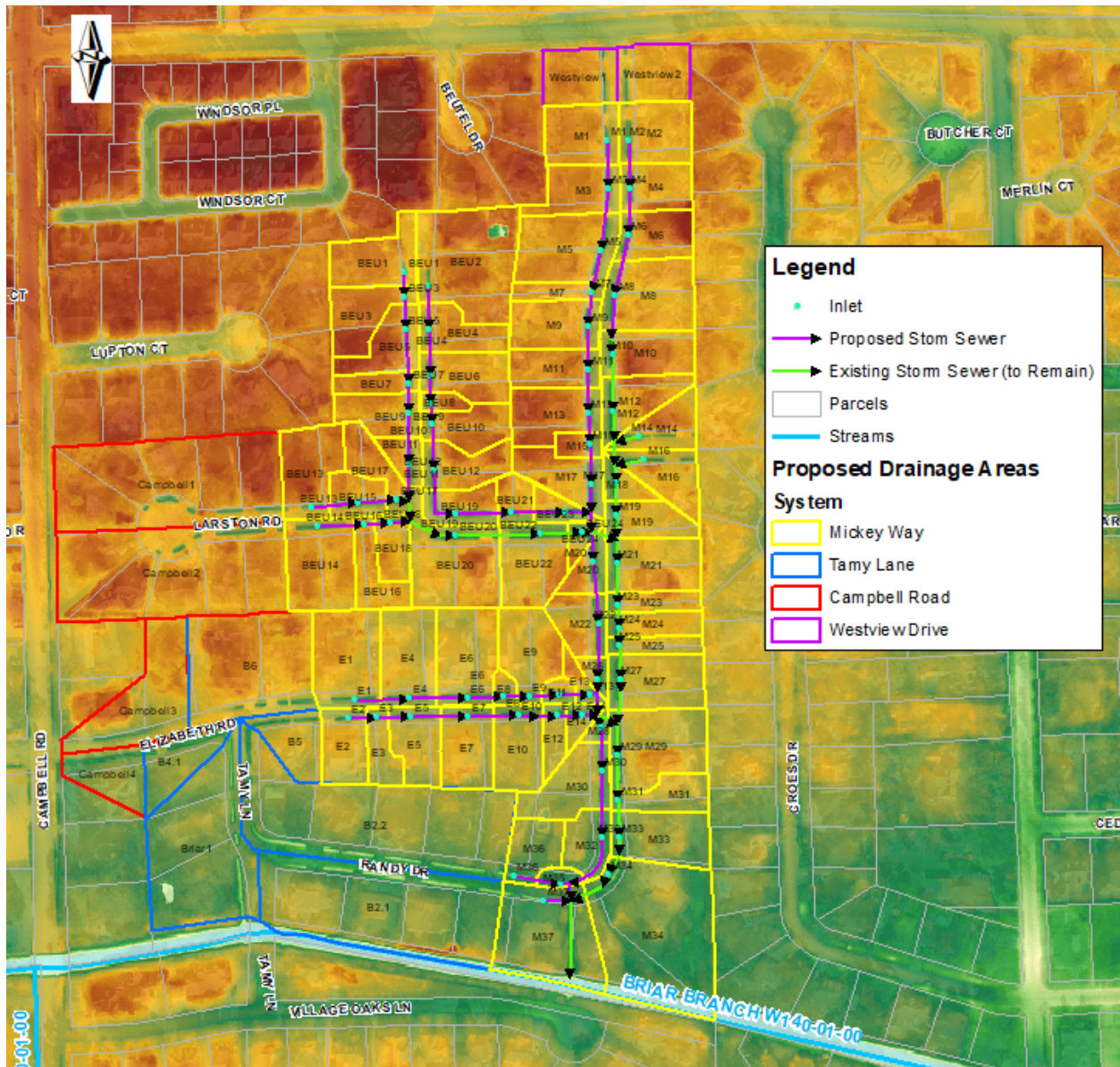


Figure 3: Proposed Condition Drainage Areas

Proposed condition runoff rates were computed for each drainage area in the same manner as the existing condition analysis. A summary of the proposed condition peak flow rates can be found in **Attachment B**.

An XPSTORM model was developed for the proposed condition in a similar manner as the existing condition model. As in the existing condition, a top-of-pipe boundary condition was utilized at the outfall into Briar Branch.

Based on the results of the proposed condition XPSTORM analysis, during the 100-year event the peak flow rate at the outfall into Briar Branch is 99.26 cfs – an increase of 9.93 cfs compared to the existing condition. With the proposed improvements in place, the 100-year ponding remains within the right-of-way throughout the project area aside from one location on Beutel Drive where the proposed ponding exceeds the low right-of-way elevation by less than 1-inch. Note that at this location, water surface elevations and ponding depths are not increased from the existing condition, and the low right-of-way elevation is more than 1-foot lower than the natural ground elevation around adjacent structures, and thus does not pose structural flooding risk.

A preliminary opinion of probable cost was prepared for the proposed improvements and can be found in **Attachment C**. Note that water service lines for most properties in the project area will likely require adjustment to accommodate the proposed storm sewer on either side of the streets. It should also be noted that the paving items account for replacement of driveways and walkways in the project area; however, this estimate does not include street paving as full street reconstruction is not anticipated at this time – limited open-cut may be required for installation of cross culverts. The estimated total cost associated with the proposed Mickey Way drainage improvements, driveway and walkway pavement replacement, and necessary water service line relocations is \$1,572,450.

Mitigation Estimation

Based on the results of the proposed condition XPSTORM analysis, during the 100-year event the peak flow rate at the outfall into Briar Branch is 99.26 cfs – an increase of 9.93 cfs compared to the existing condition. Due to the lack of open space within the project vicinity, an in-line detention option was evaluated using reinforced concrete box (RCB) storm sewer in the right-of-way in addition to the above-mentioned conveyance storm sewer to serve as storage volume to mitigate the increases in flow to the receiving stream.

Due to depth limitations, the maximum size of storm sewer box that could be utilized for storage was 4'x2' RCB. In order to provide the necessary storage volume, three parallel 4'x2' conduits are proposed along Mickey Way and two parallel 4'x2' conduits are proposed along Elizabeth Road and Randy Drive – see **Figure 4**. The ultimate configuration of the in-line detention may require adjustment to limit disturbance to the existing pavement and other utilities while still providing the necessary detention volume to mitigate increases in flow to the receiving stream.

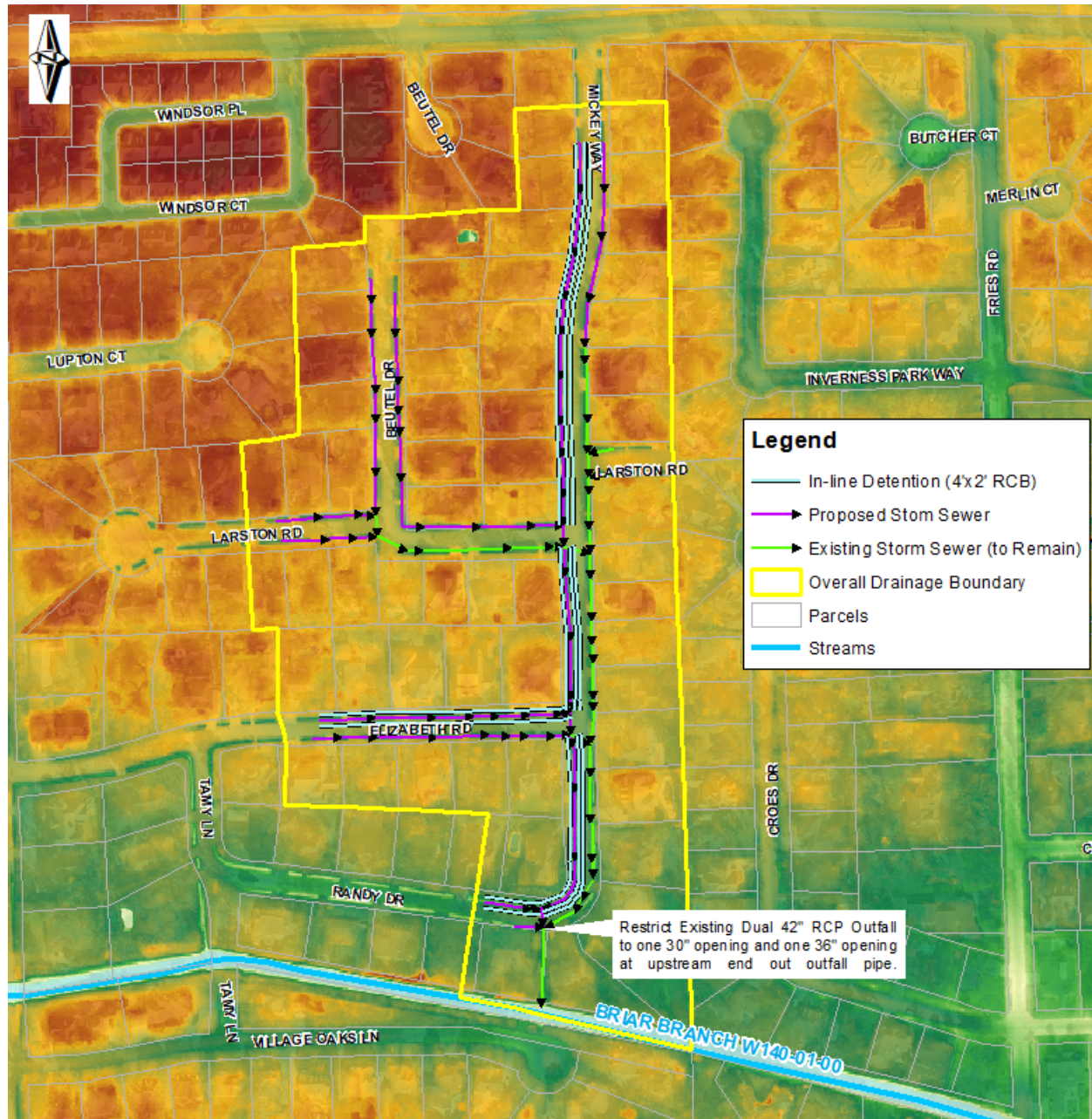


Figure 4: In-line Detention

The total required detention volume equated to approximately 0.93 acre-feet (a total of 5,060 linear feet of 4'x2' RCB). The existing dual 42" outfall pipes would be restricted at their upstream ends to a 30" opening on one barrel and a 36" opening on the second barrel to achieve the desired flow rate at the outlet. The estimated construction cost of the additional 4'x2' RCB storm sewer used for mitigation purposes is \$1,315,600, bringing the overall project cost (with 20% contingency) to \$3,151,170.

Note that only the 100-year event was considered for mitigation purposes at this stage; however, further analysis may be required including a comparison of existing and proposed condition 2-year and 10-year flow rates to verify suitability of the proposed in-line detention.

Results & Conclusion

In the proposed condition, supplementary storm sewer was added below the existing roadside ditches within the study area to provide added conveyance. Based on the results of the proposed condition XPSTORM analysis the 100-year ponding remains within the right-of-way throughout the project area aside from one location on Beutel Drive.

In the proposed condition 100-year event the peak flow rate at the outfall into Briar Branch is 98.39 cfs – an increase of 9.93 cfs compared to the existing condition. Mitigation will be required to offset the increase in flow to the receiving stream to eliminate impacts to surrounding properties. In-line detention in the form of 4'x2' reinforced concrete boxes was considered for providing the necessary storage volume of approximately 0.93 acre-feet for mitigation. Note that only the 100-year event was considered for mitigation purposes at this stage; however, further analysis may be required including a comparison of existing and proposed condition 2-year and 10-year flow rates to verify suitability of the proposed in-line detention.

The estimated total construction cost associated with the proposed Mickey Way drainage improvements, in-line detention storage, paving, and necessary water service line relocations is \$3,151,170.

Attachment A - Existing Condition Hydrology

DA_Name	Area	C	Tc (min)	Atlas 14 Intensity (in/hr)			Flow (cfs)		
				2	10	100	2	10	100
A1	3.32	0.55	27.35	3.58	5.26	8.17	6.53	9.60	14.91
A1.1	0.95	0.55	24.91	3.76	5.52	8.55	1.96	2.89	4.47
A10	1.45	0.55	25.68	3.70	5.44	8.43	2.95	4.34	6.72
A4.2	1.59	0.55	25.85	3.69	5.42	8.40	3.22	4.74	7.34
A5.1.1	0.47	0.55	23.76	3.86	5.66	8.75	1.00	1.46	2.26
A5.1.2	1.97	0.55	26.27	3.65	5.37	8.33	3.96	5.82	9.03
A5.2	1.14	0.55	25.23	3.73	5.49	8.50	2.34	3.44	5.33
A6	0.36	0.55	23.35	3.89	5.71	8.83	0.77	1.13	1.75
A6.1	1.07	0.55	25.12	3.74	5.50	8.52	2.20	3.24	5.01
A6.1.1.1	2.46	0.55	26.72	3.62	5.32	8.26	4.90	7.20	11.18
A6.1.1.2	1.11	0.55	25.19	3.74	5.49	8.51	2.28	3.35	5.19
A6.3	0.89	0.55	24.80	3.77	5.54	8.57	1.84	2.71	4.20
A6.4	0.82	0.55	24.66	3.78	5.55	8.60	1.70	2.50	3.88
A6.5	1.46	0.55	25.69	3.70	5.43	8.42	2.97	4.36	6.76
A7.1	0.29	0.55	23.04	3.92	5.75	8.89	0.62	0.92	1.42
A8	0.57	0.55	24.06	3.83	5.62	8.70	1.20	1.76	2.73
A8.1	0.25	0.55	22.83	3.94	5.77	8.92	0.54	0.79	1.23
A9.1	1.54	0.55	25.79	3.69	5.42	8.41	3.13	4.59	7.12

Attachment B - Proposed Condition Hydrology

DA_Name	Area	C	Tc (min)	Atlas 14 Intensity (in/hr)			Flow (cfs)		
				2	10	100	2	10	100
BEU1	0.35	0.55	23.31	3.89	5.71	8.84	0.75	1.10	1.70
BEU10	0.26	0.55	22.89	3.93	5.77	8.91	0.56	0.82	1.27
BEU11	0.12	0.55	21.88	4.02	5.90	9.11	0.27	0.39	0.60
BEU12	0.28	0.55	22.99	3.92	5.75	8.90	0.60	0.89	1.37
BEU13	0.4	0.55	23.51	3.88	5.69	8.80	0.85	1.25	1.94
BEU14	0.49	0.55	23.82	3.85	5.65	8.74	1.04	1.52	2.36
BEU15	0.18	0.55	22.39	3.98	5.83	9.01	0.39	0.58	0.89
BEU16	0.23	0.55	22.72	3.95	5.79	8.95	0.50	0.73	1.13
BEU17	0.24	0.55	22.78	3.94	5.78	8.94	0.52	0.76	1.18
BEU18	0.17	0.55	22.32	3.98	5.84	9.02	0.37	0.55	0.84
BEU19	0.21	0.55	22.60	3.96	5.81	8.97	0.46	0.67	1.04
BEU2	0.8	0.55	24.61	3.78	5.56	8.60	1.66	2.44	3.79
BEU20	0.59	0.55	24.11	3.83	5.62	8.69	1.24	1.82	2.82
BEU21	0.13	0.55	21.98	4.01	5.89	9.09	0.29	0.42	0.65
BEU22	0.42	0.55	23.58	3.87	5.68	8.79	0.89	1.31	2.03
BEU23	0.12	0.55	21.88	4.02	5.90	9.11	0.27	0.39	0.60
BEU24	0.07	0.55	21.26	4.08	5.99	9.24	0.16	0.23	0.36
BEU3	0.31	0.55	23.14	3.91	5.74	8.87	0.67	0.98	1.51
BEU4	0.26	0.55	22.89	3.93	5.77	8.91	0.56	0.82	1.27
BEU5	0.28	0.55	22.99	3.92	5.75	8.90	0.60	0.89	1.37
BEU6	0.33	0.55	23.23	3.90	5.72	8.85	0.71	1.04	1.61
BEU7	0.14	0.55	22.07	4.00	5.87	9.07	0.31	0.45	0.70
BEU8	0.07	0.55	21.26	4.08	5.99	9.24	0.16	0.23	0.36
BEU9	0.25	0.55	22.83	3.94	5.77	8.92	0.54	0.79	1.23
E1	0.51	0.55	23.88	3.84	5.64	8.73	1.08	1.58	2.45
E10	0.32	0.55	23.18	3.90	5.73	8.86	0.69	1.01	1.56
E11	0.06	0.55	21.09	4.10	6.01	9.27	0.14	0.20	0.31
E12	0.12	0.55	21.88	4.02	5.90	9.11	0.27	0.39	0.60
E13	0.08	0.55	21.41	4.07	5.96	9.21	0.18	0.26	0.41
E14	0.08	0.55	21.41	4.07	5.96	9.21	0.18	0.26	0.41
E2	0.27	0.55	22.94	3.93	5.76	8.90	0.58	0.86	1.32
E3	0.16	0.55	22.24	3.99	5.85	9.04	0.35	0.51	0.80
E4	0.42	0.55	23.58	3.87	5.68	8.79	0.89	1.31	2.03
E5	0.28	0.55	22.99	3.92	5.75	8.90	0.60	0.89	1.37
E6	0.46	0.55	23.72	3.86	5.66	8.76	0.98	1.43	2.22
E7	0.34	0.55	23.27	3.90	5.72	8.84	0.73	1.07	1.65
E8	0.06	0.55	21.09	4.10	6.01	9.27	0.14	0.20	0.31
E9	0.38	0.55	23.43	3.88	5.70	8.81	0.81	1.19	1.84
M1	0.34	0.55	23.27	3.90	5.72	8.84	0.73	1.07	1.65
M10	0.34	0.55	23.27	3.90	5.72	8.84	0.73	1.07	1.65
M11	0.27	0.55	22.94	3.93	5.76	8.90	0.58	0.86	1.32
M12	0.3	0.55	23.09	3.91	5.74	8.88	0.65	0.95	1.46
M13	0.36	0.55	23.35	3.89	5.71	8.83	0.77	1.13	1.75
M14	0.25	0.55	22.83	3.94	5.77	8.92	0.54	0.79	1.23

DA_Name	Area	C	Tc (min)	Atlas 14 Intensity (in/hr)			Flow (cfs)		
				2	10	100	2	10	100
M15	0.09	0.55	21.54	4.06	5.95	9.18	0.20	0.29	0.45
M16	0.29	0.55	23.04	3.92	5.75	8.89	0.62	0.92	1.42
M17	0.3	0.55	23.09	3.91	5.74	8.88	0.65	0.95	1.46
M18	0.11	0.55	21.78	4.03	5.91	9.13	0.24	0.36	0.55
M19	0.24	0.55	22.78	3.94	5.78	8.94	0.52	0.76	1.18
M2	0.35	0.55	23.31	3.89	5.71	8.84	0.75	1.10	1.70
M20	0.15	0.55	22.16	4.00	5.86	9.06	0.33	0.48	0.75
M21	0.39	0.55	23.47	3.88	5.69	8.81	0.83	1.22	1.89
M22	0.25	0.55	22.83	3.94	5.77	8.92	0.54	0.79	1.23
M23	0.15	0.55	22.16	4.00	5.86	9.06	0.33	0.48	0.75
M24	0.18	0.55	22.39	3.98	5.83	9.01	0.39	0.58	0.89
M25	0.13	0.55	21.98	4.01	5.89	9.09	0.29	0.42	0.65
M26	0.07	0.55	21.26	4.08	5.99	9.24	0.16	0.23	0.36
M27	0.41	0.55	23.55	3.87	5.68	8.79	0.87	1.28	1.98
M28	0.05	0.55	20.90	4.12	6.04	9.31	0.11	0.17	0.26
M29	0.55	0.55	24.00	3.83	5.63	8.71	1.16	1.70	2.63
M3	0.3	0.55	23.09	3.91	5.74	8.88	0.65	0.95	1.46
M30	0.37	0.55	23.39	3.89	5.70	8.82	0.79	1.16	1.79
M31	0.22	0.55	22.66	3.95	5.80	8.96	0.48	0.70	1.08
M32	0.22	0.55	22.66	3.95	5.80	8.96	0.48	0.70	1.08
M33	0.39	0.55	23.47	3.88	5.69	8.81	0.83	1.22	1.89
M34	1.3	0.55	25.47	3.72	5.46	8.46	2.66	3.90	6.05
M35	0.06	0.55	21.09	4.10	6.01	9.27	0.14	0.20	0.31
M36	0.24	0.55	22.78	3.94	5.78	8.94	0.52	0.76	1.18
M37	0.73	0.55	24.46	3.80	5.57	8.63	1.52	2.24	3.46
M4	0.26	0.55	22.89	3.93	5.77	8.91	0.56	0.82	1.27
M5	0.52	0.55	23.91	3.84	5.64	8.73	1.10	1.61	2.50
M6	0.29	0.55	23.04	3.92	5.75	8.89	0.62	0.92	1.42
M7	0.12	0.55	21.88	4.02	5.90	9.11	0.27	0.39	0.60
M8	0.49	0.55	23.82	3.85	5.65	8.74	1.04	1.52	2.36
M9	0.34	0.55	23.27	3.90	5.72	8.84	0.73	1.07	1.65

Attachment C - Preliminary Opinion of Probable Cost

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
PAVING				
PAVING REMOVAL ITEMS				
REMOVE AND DISPOSE OF EXISTING DRIVEWAYS AND SIDEWALKS	SY	2,021	\$ 6.00	\$ 12,126.67
PAVING ITEMS				
6" CONCRETE FOR DRIVEWAYS	SF	16,500	\$ 10.00	\$ 165,000.00
4 1/2" CONCRETE FOR SIDEWALKS / WALKWAYS	SF	1,690	\$ 9.00	\$ 15,210.00
PAVING SUB-TOTAL				\$ 192,336.67
ADD 15% FOR CONTINGENT ITEMS				\$ 28,850.50
PAVING TOTAL				\$ 221,187.17
DRAINAGE				
STORM SEWER REMOVAL ITEMS				
REMOVE STORM SEWER PIPE (ALL TYPES)	LF	1,629	\$ 20.00	\$ 32,580.00
STORM SEWER ITEMS				
TYPE 'A' GRATE INLETS	EA	75	\$ 3,600.00	\$ 270,000.00
18-INCH RCP	LF	367	\$ 120.00	\$ 44,094.00
24-INCH RCP	LF	3,597	\$ 160.00	\$ 575,481.60
30-INCH RCP	LF	421	\$ 190.00	\$ 79,896.90
DETENTION ITEMS				
4'X2' RCB	LF	5,060	\$ 260.00	\$ 1,315,600.00
STORM SEWER SUB-TOTAL				\$ 2,317,652.50
ADD 20% FOR CONTINGENT ITEMS				\$ 463,530.50
STORM SEWER TOTAL				\$ 2,781,183.00
WATER				
WATER ITEMS				
3/4 - 1" LONG SIDE TAP	EA	30	\$ 2,200.00	\$ 66,000.00
3/4 - 1" SHORT SIDE TAP	EA	29	\$ 2,000.00	\$ 58,000.00
STORM SEWER SUB-TOTAL				\$ 124,000.00
ADD 20% FOR CONTINGENT ITEMS				\$ 24,800.00
STORM SEWER TOTAL				\$ 148,800.00
ESTIMATED TOTAL PROJECT COST				\$ 3,151,170.17

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

MEETING DATE: November 15, 2022

TOPIC:	Approval of Request for Rate Modification by Green for Life Environmental ("GFL") Effective January 2023 and Authorizing Automatic One Year Renewal of Current Contract for Services with GFL Environmental.
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BACKGROUND:	During the July 26, 2022 Council meeting, the Council considered a Rate Modification submitted in accordance with the current contract and, if approved, would take effect on January 1, 2023. A copy of the Agenda Item is provided with this Agenda Item. However, instead of taking any action, the Council wanted the City and GFL to talk about the current contract which would terminate at the end of January 2023, and discuss whether to renew the current contract, negotiate a new contract, or go out for bids for the service. Until that decision has been made, Council decided not to consider the rate modification. After discussions with GFL and review of the current, no changes are proposed, and <u>my recommendation is to approve the Requested Rate Modification (Overall 8.79% increase) and allow the current contract to automatically renew for one year pursuant to Article 1, Contract Term, of the current Contract.</u>
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RECOMMENDATION:	Staff recommends approving the Requested Rate Modification and allowing the automatic renewal of the current Contract for one year.
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ATTACHMENTS:	• Complete Rate Modification Request Agenda Item from July 26, 2022 Council Meeting • Copy of Current Contract
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# <u>10-11-5621</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER: Julie Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

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

MEETING DATE: July 26, 2022

TOPIC: Request for Rate Modification by Green for Life Environmental (“GFL”) Effective January 2023

BACKGROUND: Section 5.5, Modification of Monthly Unit Price Per Household, of Article 5, Compensation, of the Contract for Services for Removal of Garbage, Rubbish, and Recyclable Materials by and between the City of Spring Valley Village, Texas and Waste Corporation of Texas, LP, executed on January 23, 2018 (“Contract for Services”) established a process for Waste Corporation of Texas (“GFL”) to go through in order to request a rate modification. A copy of Article 5, Compensation, of the Contract for Services is provided with this agenda item.

Section 5.5.3 provides that GFL is responsible for initiating any and all rate modification requests no later than June 15th of each year and reflects everything that must be submitted by GFL with its rate modification request. Any rate modification request is presented to and must be approved by the City Council, and, if approved, the rate modification would become effective the following January.

On June 14, 2022, GFL submitted a Request for Rate Modification pursuant to Section 5.5 (“Request”), a copy of which is provided with this agenda item, and all of the required information is included in the Request. The Request is to increase rates for both residential and commercial customers by 8.79% based on the net percentage change in the Index Values as provided by Section 5.5.3.

	Current Rate	Proposed Rate
Residential	\$19.69	\$21.42
Commercial	\$65.10	\$70.82

Last year as part of the Council’s consideration of GFL’s Request, a complaint log was created based on service orders for trash can replacements (which Public Works Team Members typically handle) and customer service issues reported to the City and then forwarded to GFL for resolution. These customer service issues include missed trash, missed recycling, mishandling of trash cans, etc.) from December 1, 2021 through July 15, 2022. The breakdown between trash can replacements and other customer service issues for this time period is:

Total Trash Can Replacements	13	62.50% of Total Combined
Total Other Customer Service Issues	8	37.50% of Total Combined
Total Combined	21	

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

A copy of the Complaint Log for the period December 1, 2021 – July 15, 2022 is provided with this agenda item. For comparison purposes, the percentage breakdown is basically the same as the period July 28 – November 30, 2021, the Total Combined dropped from 46 to 21, with Trash Can Replacements dropping from 30 to 13, and Total Other Customer Service dropping from 16 to 8.

Suzanne Haboush, Government Contracts Manager with GFL, will present GFL's Request to the Council.

In the event that the Council approves the requested rate modification, an amendment of the City's Master Fee Schedule to reflect the modification will be presented to the Council in August.

RECOMMENDATION: None

ATTACHMENTS:

- Copy of Article 5, Compensation, of the Contract for Services with GFL
- Copy of Request for Rate Modification Submitted by GFL on June 14, 2022
- Copy of Complaint Log for Period December 1, 2021 – July 15, 2022

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# _____

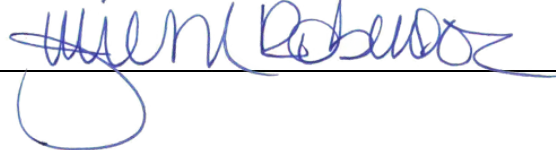
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE



June 14, 2022

Julie Robinson
City Administrator
City of Spring Valley Village
1025 Campbell Rd.
Houston, TX 77055

RE: Contract for Services for Removal of Garbage, Rubbish, and Recyclable Materials by and between The City of Spring Valley Village and Waste Corporation of Texas, L.P. – Modification of Monthly Unit Rate per Household

Dear Julie:

In accordance with the current Contract for Services for Removal of Garbage, Rubbish, and Recyclable Materials, Section 5.5 allows for the rate that may be charged for the second and subsequent years of the term of this Contract be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (CPI-W) (All Items, Houston Area), as published by the U.S. Department of Labor, Bureau of Labor Statistics. Please consider this letter as our request for a rate adjustment, effective in January 2023. You will find below the rate adjustment calculation as set forth in the contract document under Section 5.53. In addition, you will find attached all supporting documentation and data used in the rate adjustment calculation, as set forth in Section 5.53 and 5.54. Please let me know if you would like to meet, at your convenience to discuss the rate adjustment. Thank you in advance for your consideration.

Item 1: The Index value for May of the current year.

The index for CPI-W (All Items, Houston-The Woodlands-Sugar Land, TX) is published every other month. The most recent published index is April 2022 and the next published index will be for June 2022. No data is published for May. April 2022 is used for the purpose of this calculation.

Index value for April 2022 = 252.269

Item 2: The Index value for May of the previous year.

The index for CPI-W (All Items, Houston-The Woodlands-Sugar Land, TX) is published every other month. No data is published for May 2021. April 2021 is used for the purpose of this calculation.

Index value for April 2021 = 231.886



Item 3: The net percentage change

Net percentage change in index values = $(252.269 - 231.886) / 231.886 \times 100 = 8.79\%$

Item 4: Proposed increase in fees to be charged

Current Rate per home = \$19.69

Current Rate for Commercial Pickup = \$65.10

Rate increase = 8.79%

Proposed Rate per home = \$21.42

Proposed Rate for Commercial Pickup = \$70.82

Please let me know if you would like to meet, at your convenience to discuss the Rate Adjustment. Thank you in advance for your consideration.

Best Regards,

A handwritten signature in black ink, appearing to read 'a1e' followed by a long horizontal stroke.

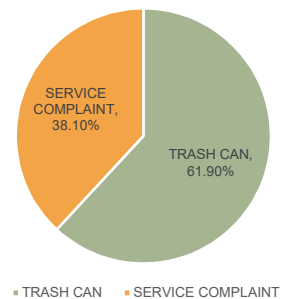
Tony Emilio
Municipal Services Manager

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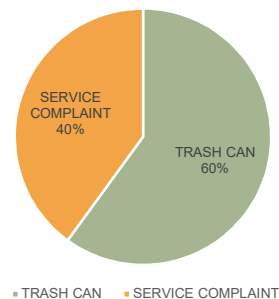
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Date Received	Name	Address	Description	Handled By	Action Taken	Resolution Date	Resolution Description
12/1/2021	JOHN CHUNG	8722 GREEN VALLEY DR	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14059	12/1/2022	DELIVERED
12/16/2021	CHRIS AVERY	8406 CEDARBRAKE DR	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14106	12/16/2022	DELIVERED
12/17/2021	SHANA O'GRADY	8709 LANELL LN	RECYCLE NOT PICKED UP	TM	CONTACTED GFL	12/24/2021	SCHEDULED FOR PICKUP
12/22/2021	LARRY FRITH	1 CARDWELL CT	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14144	12/22/2022	DELIVERED
12/24/2021 - 12/28/2021	MYRTLE HERBST	8603 CEDARDALE DR	TRASH NOT PICKED UP	TM	RB FWD EMAIL ON 12/24 TO TM ON 12/28. TM CONTACTED GFL	12/28/2021	SUPERVISOR REPORTED AND SCHEDULED PICK UP
1/3/2022	SHIRLEY LIN	1320 MICKEY WAY	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14164	1/4/2022	DELIVERED
1/25/2022	VALERIE VILLARREAL	8902 ECHO VALLEY DR	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14320	1/25/2022	DELIVERED
1/25/2022	WADE FAWCETT	9018 BACE DR	RECYCLING CAN REPLACEMENT - CRACKED BOTTOM	TM	S.O. 14325	1/25/2022	DELIVERED
1/28/2022	DUSTIN/HANNAH REID	8830 INVERNESS PARK WAY	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14334	1/28/2022	DELIVERED
2/28/2022	BRIAN MARTIN	8847 MERLIN CT	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14516	2/28/2022	DELIVERED
3/1/2022	CARLO ORTEGA	1115 JOSHUA LANE	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14522	3/2/2023	DELIVERED
3/22/2022	HENRY GINDORF	8849 CAVELL CT	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 14638	3/22/2022	DELIVERED
3/23/2022	VIRGINA GUNN	8732 CAVELL LN	BULKY TRASH NOT PICKED UP	TM	CONTACTED GFL	3/23/2022	GFL SPOKE TO RESIDENT. WASTE WAS NOT BUNDLED - GFL COULDN'T PICK UP
3/30/2022	JIM RICHARDSON	9037 LARSTON ST	TRUCKS LEAKING FLUID 9000 BLOCK OF LARSTON	TM	CONTACTED GFL	3/30/2022	ALL SPILLS REPORTED TO OPERATIONS TO SEND CLEAN UP CREW
4/18/2022	NATHAN CARROLL	1412 BEUTEL DR	BULKY TRASH NOT PICKED UP	TM	CONTACTED GFL	4/18/2022	SUPERVISOR REPORTED AND SCHEDULED PICK UP
5/3/2022	MATTHEW BUCK	1218 KRIST DR	TRASH NOT PICKED UP	TM	CONTACTED GFL	5/3/2022	SUPERVISOR REPORTED AND SCHEDULED PICK UP
6/3/2022	JH BOYD	8834 CEDARSPUR DR	RECYCLING CAN REPLACEMENT - GFL TOOK OLD ONE	TM	S.O. 15148	6/3/2022	DELIVERED
6/21/2022	ASHLEY SINKIEWICZ	2 VILLAGE OAKS	TRASH & HEAVY TRASH NOT PICKED UP	TM	CONTACTED GFL	6/21/2022	CREWS WERE STILL WORKING IN AREA WHEN RESIDENT CALLED
7/6/2022	ASHLEY SINKIEWICZ	3 VILLAGE OAKS	TRASH NOT PICKED UP - 2ND TIME	TM	CONTACTED GFL	7/6/2022	SUPERVISOR REPORTED AND SCHEDULED PICK UP
7/11/2022	TRAVIS WILEY	8709 BURKHART RD	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 15407	7/11/2022	DELIVERED
7/15/2022	ANDREW COMBS	8512 CEDARBRAKE DR	TRASH CAN REPLACEMENT - BROKEN	TM	S.O. 15433	7/15/2022	DELIVERED

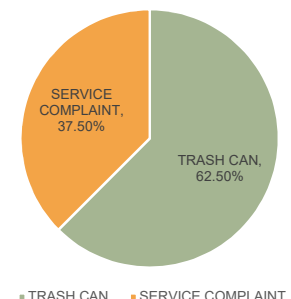
Total Residential Complaints



2021 Residential Complaints



2022 Residential Complaints



DIVIDER PAGE

**CONTRACT FOR SERVICES FOR
REMOVAL OF GARBAGE, RUBBISH AND RECYCLABLE MATERIALS
BY AND BETWEEN
THE CITY OF SPRING VALLEY VILLAGE, TEXAS
AND
WASTE CORPORATION OF TEXAS, LP**

This Contract for Services for Removal of Garbage, Rubbish and Recyclable Materials ("Contract") is entered into by and between the City of Spring Valley Village, Texas, a General Law municipality ("City") and Waste Corporation of Texas, LP, a Delaware limited partnership authorized to transact business in the State of Texas ("WCA"). This Contract is entered into in accordance with Article 6.200, as amended, of the City's Code of Ordinances providing for City-wide removal of garbage and rubbish and for recycling.

In consideration of mutual covenants herein set forth, the City and WCA hereby agree as follows:

**ARTICLE 1
Contract Term**

1.1 The term of this Contract shall be for five (5) years beginning on February 1, 2018, and ending on January 31, 2023. This Contract shall renew automatically for successive one (1) year terms thereafter unless written notice of non-renewal is given by either party at least thirty (30) days prior to the expiration of the initial or any renewal term hereof.

**ARTICLE 2
Scope of Work**

2.1 Residential Garbage and Rubbish Collection. WCA shall provide curbside garbage and rubbish pickup on Tuesday and Friday of each week on a regular basis to each household of the City, except for building materials or other materials or substances that a household does not normally and regularly produce within the premises from normal day to day home life. The words "garbage," "recycling," and "rubbish" shall have the same meaning as defined in Article 6.200 of the City's Code of Ordinances when used in this Contract unless the context clearly indicates otherwise, and those definitions are incorporated into this Contract for all purposes. To facilitate such collection, WCA will provide a 96-gallon wheeled trash cart to each residence. However, residents may also utilize trash bags.

2.2 Residential Brush and Tree Trimming Collection. WCA shall provide twice per week curbside collection of brush and tree trimmings on Tuesday and Friday at each residence. Brush and tree trimmings shall be bundled and tied securely and may not

exceed 75 pounds and/or four feet (4') at its longest dimension. WCA shall collect all Christmas trees, no matter what size, placed for collection.

2.3 Residential Bulky Waste Collection. WCA shall provide curbside collection of bulky waste on Tuesday and Friday of each week on a regular basis to each household of the City. Bulky waste includes, but is not limited to, furniture, appliances, and other items too large for residential refuse containers. All bulky items must be acceptable for disposal at Type I municipal solid waste landfills. No item may weigh more than 75 pounds or be more than four feet at its longest dimension. The maximum number of items that will be picked up is 25. The customer may call WCA to make arrangements for pickup of bulky items that are heavier or larger than the above weight and/or dimensions and cannot be handled by a regular crew and truck. Cost for such service shall be negotiated between the customer and WCA and shall be paid directly by the customer to WCA.

2.4 Residential Recyclable Collection. WCA shall provide curbside pickup of recyclable materials in WCA-provided 64-gallon wheeled recycle carts on Friday of each week to each household in the City. WCA shall also provide recycling carts to the City for distribution at City Hall as requested by the City. The recycling carts shall be of a standard type and shall identify the contents of the carts as being recycling materials.

2.4.1 Acceptable Recyclable Materials. The following materials shall be accepted for recycling:

Paper – Dry, clean and loose (not in plastic bags)

Newspapers and inserts

Magazines and catalogs

Junk mail, envelopes, and file folders

Office white, colored and computer paper (staples and paper clips are acceptable)

Corrugated cardboard boxes

Cereal and gift boxes, etc. that tear brown or gray (remove liners)

Paper bags and phone books

Wrapper paper (no metallic paper, bows, etc.)

Containers – Empty, clean and loose (not in plastic bags)

Aluminum cans (beer and soda)

Aluminum foil and foil plates, etc.

Plastics #1 through #7, including bottles, jars, tubs and buckets (such as soda, water, milk, juice, liquor, shampoo, detergent, condiments, salad dressing, yogurt, margarine, pet food, etc.)

Metal food cans (tin/steel); metal lids

Metal pots and pans

Glass bottles and jars, both colored and clear

2.4.2 Unacceptable Recyclable Materials. The following materials shall not be accepted for recycling:

- Ceramics, dishes, coffee cups, drinking glasses
- Glass cookware/bake ware (Pyrex, Vision Ware, etc.)
- Window glass, mirrors, light bulbs
- Plastic bags, Styrofoam containers, packaging peanuts
- Take out containers, plastic cups, and plastic tableware
- Containers of hazardous or toxic materials
- Tissue or paper towels
- Books
- Tyvek envelopes, carbon paper
- Paper cartons for milk or juice
- Wax coated boxes
- Toys, household appliances, coat hangers
- Food waste, garbage

2.4.3 WCA shall properly deliver, sell or otherwise dispose of all recyclable materials to markets or locations at which such recyclable materials will be reclaimed for reuse. In the event such markets or locations change or close, or other economic considerations render the handling of recyclable materials uneconomical, WCA shall immediately notify the City in writing of the specific facts so the City can determine an appropriate course of action, including notifying the residents. WCA shall not cease collection of any recyclable material without prior written authorization by the City.

2.4.4 WCA shall provide such information as the City shall reasonably request concerning disposition of recyclable materials. Taking into consideration the efforts of the residents who have segregated recyclable materials, and for the benefit of the environment, it is not the intention of the parties that recyclable materials collected in the City be disposed of in a landfill.

2.5 Maximum Number and Weight of Garbage Carts, Cans, Bags and Recycling Carts. A maximum of ten (10) garbage carts, cans, bags and recycling carts shall be picked up by WCA on Tuesday or Friday regular garbage or recycling collection days. The maximum weight of each garbage cart, can, bag or recycling cart shall not exceed 50 pounds.

2.6 Time of Collection. Collection of residential garbage and rubbish, brush and tree trimmings, and bulky waste shall not start before 7:00 am and shall not continue after 7:00 pm. Exception to collection hours shall be effected only upon mutual agreement of the City and WCA, or when WCA reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual

circumstances. In the case where WCA makes such a determination with regard to an exception, WCA shall notify the City of the exception within 24 hours of the decision with an explanation as to the unusual circumstances that existed and resulted in such determination.

2.7 Households Served. WCA shall perform the required collection services for all households in the City that are not delinquent in payment of the removal fee collected by the City. The City will notify WCA of any such delinquent accounts. The City shall keep WCA informed monthly by written report of the total number of households (residential units) served based on the households receiving a City water and wastewater monthly billing.

2.8 Holidays. WCA may decide to observe any holidays by suspension of collection service on the holiday, but such decision in no manner relieves WCA of the obligation to provide collection service at least twice per week. WCA shall provide the City with an annual schedule for pick up when observed holidays fall on a normal collection day.

2.9 Storm Debris. The Scope of Work under this Contract includes the collection and disposal of an increased volume resulting from a state of emergency (as determined by the City) including natural disaster, hurricane, tornado, flood, ice storm, or fire. In the event of such occurrence, after cleanup, WCA shall provide the City with a summary of all volumes collected. If volumes collected exceed 120% of the average volumes collected in the previous months of the Contract that correspond to the month of the emergency (i.e., emergency happens in August – the average volumes collected during the previous August months during the Contract), the City will reimburse WCA for the additional direct disposal and operational costs incurred over the average collected volumes, at the rates at which the Federal Emergency Management Administration (“FEMA”) will reimburse the City.

2.9.1 Resources. WCA shall, at City’s request, provide additional vehicles, equipment and personnel for removal of rubbish, garbage and debris resulting from a City-determined state of emergency, natural disaster, hurricane, tornado, flood, ice storm, or fire.

2.9.2 Emergency Plan. WCA shall provide to the City within 60 days after execution of this Contract an Emergency Plan of Action that shall include response time and emergency phone numbers for WCA’s office and key personnel. The Plan shall be updated at least once per year and no later than February of each year. WCA shall meet with City personnel no later than 24 hours following a state of emergency (as determined by the City) to develop an Emergency Implementation Plan. Work outlined in the Emergency Implementation Plan will commence as stated in the Emergency Implementation Plan.

2.10 City Facilities. WCA shall collect at no cost to the City all rubbish, garbage and recycling materials generated by City facilities and placed for collection at City Hall, the Police Station, and the Public Works Facility, including the roll-off container located at the Public Works Facility. The collection schedule for rubbish, garbage, and recycling services provided at no charge shall be the same as the collection schedule for residential services. The collection schedule for the roll-off contained located at the Public Works Facility shall be mutually agreed upon by the City and WCA.

2.11 Special Events. If a City-sponsored Special Event requires rubbish and garbage collection services, WCA must provide such collection services at no charge to the City. WCA will be listed as a sponsor for the City-sponsored Special Event at a level of the sponsorship most-closely approximating the quoted cost of services. For example, if WCA's quote for services is \$1,200 and the levels of sponsorship are \$500, \$1,000, and \$2,500, WCA's level of sponsorship would be \$1,000. City would list WCA as a sponsor in the amount of \$1,000 in the City-sponsored Special Event publicity or other materials. However, WCA must provide all the services at no charge to the City.

2.11.1 City shall give, at a minimum, two (2) weeks advance notice of when services will be needed for a Special Event.

2.11.2 WCA must provide a maximum of 100 event trash boxes and liners for each Special Event.

2.12 Compliance with Regulations. WCA agrees to perform this Scope of Work in accordance with the latest regulations of the State of Texas and agrees to dispose of the municipal solid waste at facilities licensed by and/or compliant with the regulatory agencies of the State of Texas.

2.13 Quarterly Reporting. Within fifteen (15) calendar days after each calendar quarter, WCA shall submit an evaluation report to the City Administrator via email that lists total quantities collected, transported, and disposed of and/or recycled. This quarterly report shall also describe any areas of concern or potential difficulties in performing this Contract.

ARTICLE 3. Service Standards

3.1 Handling of Garbage Carts, Cans, Lids and Recycling Carts. After all garbage and recycling carts have been emptied, WCA employees shall return such carts to the place from which they were collected. Garbage and recycling carts shall not be left in the street or driveway. Under no circumstances shall garbage or recycling carts, cans, lids or any other garbage or recycling bin be abused by WCA or its employees.

3.2 Due Diligence.

3.2.1 WCA shall exercise the utmost care and diligence in the performance of the work required by this Contract. Every effort must be made to prevent spillage during the collection process. However, in the event that rubbish, garbage and/or recycling materials are spilled, WCA shall immediately clean up the material from City streets and adjacent property before leaving the location of the spillage, whether public or private.

3.2.2 WCA shall be solely responsible for all damages to containers and property resulting from WCA's actions or omissions.

3.3 Collection Vehicles and Equipment.

3.3.1 WCA shall provide and maintain during the entire period of the Contract a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the service required by this Contract. The vehicles and equipment must contain all residential materials collected so that no material is spilled, leaked, or blown from the vehicles and/or equipment during its transit to the identified disposal site.

3.3.2 WCA shall maintain collection vehicles and equipment in good repair at all times. All parts and systems of the collection vehicles and equipment shall be operated and maintained properly. Any leakage or spills of fuels, lubricants, or oil from or by collection vehicles and equipment shall be cleaned up immediately before leaving the location of the spill or leak and immediately reported to the City. It shall be WCA's responsibility to repair or replace property damaged by WCA, provided that all roads, driveways and other surfaces upon which WCA's vehicles and equipment are required to drive to perform the collection services of this Contract shall be sufficient to withstand the weight of such vehicles and equipment loaded to capacity, and WCA shall not be responsible or liable for any damage to roads, driveways or other surfaces unless caused by WCA's negligence. WCA shall save, defend, indemnify, and hold the City harmless from and against any claims, demands, costs, suits, and liabilities asserted by an individual or entity for injuries to persons or damage to property arising in any way from or incident to the breakdown or disrepair of any of WCA's vehicles and/or equipment or any leakage, spills of fuels, lubricants, oil, chemicals, emissions, noise or pollutants discharged therefrom.

3.3.3 WCA's vehicles and equipment must be clearly identified. This identification shall be affixed to each vehicle and piece of equipment. All vehicles and equipment used in collection services shall be in good repair, clean, well maintained, and free of excessive noise, odor or emission.

3.3.4 Backup vehicles and equipment and crews shall be available in the event of breakdowns to ensure continuity of service.

ARTICLE 4. Complaints Regarding Service

4.1 Complaint Receipt and Handling.

4.1.1 All customer complaints shall be initially directed to WCA for handling. WCA shall make provisions for receiving and resolving customer complaints and service issues pertaining to all services under this Contract. Complaints received by the City shall be forwarded to WCA immediately, and it shall be the duty of WCA to take whatever steps may be required to remedy the cause of the complaint and to notify the City of its disposition within 24 hours after receipt. In the event of alleged missed scheduled collection, WCA shall investigate and, if such allegations are confirmed, shall arrange for the collection of the materials within 24 hours after receiving the complaint.

4.1.2 WCA shall maintain a complaint log that includes: name of complainant, date, address, nature of complaint, action taken, and date complaint was resolved. Such logs shall be made available to the City each calendar quarter on or before the 10th day of the following the end of the calendar quarter. The City may also request a copy of the complaint log at any time as may be needed.

4.1.3. WCA shall maintain an answering service to track and follow-up on customer complaints and service issues pertaining to all services under this Contract. Such answering service shall be operational at a minimum between the hours of 8:00 am and 5:00 pm, Monday through Friday.

4.2 Damage Claims Resolution. WCA shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of WCA's employees, agents or subcontractors.

4.3 Failure to Remedy Complaints. WCA's failure to use reasonable and diligent efforts to remedy the cause of the complaint as provided for in the paragraphs above shall be considered a breach of this Contract.

ARTICLE 5. Compensation

5.1 Unit Price Per Household Per Month. Except as otherwise provided herein, the unit price payable to WCA shall be \$18.72 per household per month for the first year of this Contract. After the first year of this Contract, WCA may request an adjustment to the rate in accordance with the provisions below.

5.1.1 On or before the 10th day of each month after the work has been performed, WCA shall submit to the City a detailed invoice for all services rendered to residential units and other services provided at the rates and upon the terms provided in this Contract. Invoices shall be mailed to: Accounts Payable, City of Spring Valley Village, 1025 Campbell Road, Houston, Texas 77055.

5.1.2 Within thirty (30) days of the City's receipt of invoice and any supporting data requested by the City, the City will remit payment to WCA subject to the conditions of this Contract and WCA's compliance with the terms of this Contract. Any such payments by the City shall be reduced by such amounts as the City may otherwise withhold or retain as provided in this Contract, as well as the 5% franchise fee being deducted from the invoice.

5.1.3 Information regarding the number of residential units in the service area shall be obtained from the City reports of additions, changes or deletions of residential units faxed or emailed by the City Utility Billing Section throughout each month. All invoices for payment submitted by WCA to the City shall refer to the proper number of residential units.

5.2 Collection Services. The City shall act as collector for all accounts and shall submit all statements to and collect from all occupied residential units.

5.3 New Customers. New customers must come to the City requesting solid waste collection services. The City will contact WCA to arrange for the specific services that will be required.

5.4 Delinquent and Closed Accounts.

5.4.1 The City shall notify WCA of any delinquency in the payment for collection services on the part of any residential unit. WCA shall discontinue collection services at any residential unit upon receipt of written notice from the City that such unit is not occupied or is delinquent in payment for service. Upon further notification by the City, WCA shall resume collection services on the next regularly scheduled collection day.

5.4.2 The City shall remit payment to WCA for all occupied residential units until such time as WCA is notified to discontinue collection services as provided herein.

5.5 Modification of Monthly Unit Price Per Household.

5.5.1 The unit price specified in Section 5.1 above shall not be subject to change during the first year of the term of this Contract. The unit price contained herein constitutes the total compensation payable to WCA for services performed pursuant to this Contract.

5.5.2 The rate that may be charged for the second and subsequent years of the term of this Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston area), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

5.5.3 It is the responsibility of WCA to initiate any and all rate modification requests. No later than June 15th of each year, WCA shall send to the City a comparative statement setting out for the index:

1. The index value for May of the current year;
2. The index value for May of the previous year;
3. The net percentage change; and
4. The increase or decrease in the fees proposed to be charged by WCA.

Changes in rates, either increases or decreases, will become effective as of the following January.

5.5.4 Any adjustments to change the rates charged for collection services shall be reviewed and considered by City staff for recommendation to the City Council. WCA may petition the City, in writing, for an increase in the rates established herein by submitting documentation to support the requested increase. WCA shall present its requested rate modification justification to the City Council at a duly scheduled Council meeting. WCA agrees to provide all documentation and information requested by City staff and/or the City Council. Any increase must be approved by the City Council.

ARTICLE 6. Street Use/Franchise Fee

6.1 The City recognizes that, as a franchisee, WCA must use streets and alleys owned by the City. In order to assist in the maintenance of those streets and alleys and also, in order to compensate the City in the administration of this franchise, a 5% franchise fee for all work performed under this Contract for which WCA has been paid will be remitted to the City by being deducted from the monthly invoice.

ARTICLE 7. Insurance

7.1 During the term of this Contract and any extensions hereof, WCA shall carry insurance in the following types and amounts and furnish Certificates of Insurance as evidence thereof:

7.1.1 Statutory Workers' Compensation limits, and minimum \$500,000 Employers Liability.

7.1.2 Employees liability insurance with a minimum liability limit of \$500,000.

7.1.3 General liability insurance with minimum Bodily Injury limits of \$1,000,000 per occurrence and \$5,000,000 aggregate, and Property Damage limits of \$1,000,000 per occurrence, to including Premises-Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability coverage.

7.1.4 Automobile Liability insurance for all owned, non-owned, leased, and hired vehicles and equipment with limits for Bodily Injury of \$500,000 for each person and \$1,000,000 for each occurrence and Property Damage limits of \$100,000 for each occurrence.

7.1.5 Contractual liability insurance to guarantee performance of WCA's indemnity agreement set out in this Contract, naming the City of Spring Valley Village, its employees, officers, and consultants as insureds, with a minimum \$1,000,000 liability limit.

7.2 If the insurance policies are not written for the amount specified above, WCA is required to carry an Excess Liability Insurance policy for any difference in the amounts specified. WCA shall be responsible for any deductible amounts stated in the policies. WCA shall provide a current Certificate of Insurance to the City within ten (10) calendar days of final execution of this Contract.

7.3 The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. In addition, the company must be acceptable to the City and all insurance (other than Workers' Compensation) shall be endorsed to include the City as an additional insured thereunder.

7.4 WCA shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of this Contract and any extensions hereof. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until 30 days after the City has received written notice as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location and the operations to which the insurance applies, the expiration date, and the above notice of cancellation clause.

7.5 If WCA engages any independent subcontractor(s) to perform any portion of the work required under this Contract, then WCA shall provide the City with Certificates of Insurance for insurance coverages described above for such subcontractor(s) before any work is performed by the subcontractor(s). The City shall be named as an additional insured in the subcontractor(s) policies of insurance.

7.6 The City reserves the right to review the insurance requirements herein during the term of this Contract and to adjust insurance coverage and limits when deemed necessary and prudent by the City Administrator based upon changes in statutory law, court decisions, or the claims history of the industry as well as WCA.

Section 8. Termination For Cause

8.1 The City may terminate this Contract for cause upon the occurrence of any of the following events of default:

8.1.1 If, in the City's sole discretion, WCA fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under this Contract, and, unless otherwise provided herein, WCA fails to cure such default within thirty (30) calendar days of its receipt of written notice from the City specifying the conditions in which WCA has failed to perform.

8.1.2 If WCA is adjudicated to be voluntarily or involuntarily bankrupt, or a petition is filed by or against WCA to declare WCA bankrupt, or if WCA is subject to the appointment of a receiver or trustee and fails to have the receiver or trustee removed within sixty (60) calendar days, or if any assignee of WCA becomes insolvent or is unable to pay its debts as they become due.

8.1.3 If WCA fails to provide and maintain the insurance policies and endorsements or fails to provide proof of insurance as required by this Contract.

Section 9. Representations and Responsibilities

9.1 It is the responsibility of WCA to be familiar with the nature and extent of this Contract, the work, locality, and with all local conditions, regulations and laws that in any manner may affect cost, progress or performance of the Scope of Work. WCA has made examinations, investigations and studies of all reports and related data as deemed necessary for the performance of the Scope of Work at the Contract residential unit price, within the Contract term and in accordance with the other terms and conditions of the Contract, and no additional examination, investigations, reports or similar data are or will be required by WCA for such purpose.

9.2 WCA certifies that the residential unit price in this Contract has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

9.2 Independent Contractor. WCA shall be an independent contractor with respect to all work done and services performed hereunder, and neither WCA nor anyone used or employed by WCA shall be deemed for any purpose to be the agent, servant or representative of the City in the performance of such work or services or any part thereof, or in any matter dealt with herein, and the City shall have no direction or control of WCA or its employees and agents, except in the results to be obtained. It is understood that, by this provision, neither party is assuming any liability for the actions or omissions of the other party, except as is stated in this Contract.

9.3 Should there be a change in WCA's name or ownership by a merger or take-over by another entity, or any such event, this Contract is not subject to change and shall be upheld throughout the life of the Contract period and any extensions or until the City so chooses to change.

9.4 Subcontractors. WCA shall not subcontract any part of its responsibility under this Contract without the approval of the City. All work performed for WCA by a subcontractor shall be performed in accordance with this Contract, and the rights of the City shall be preserved and protected so that subcontracting of the work under this Contract shall not prejudice those rights. Any subcontractor(s) for which the City has provided advance written consent shall provide a Certificate of Insurance as required by this Contract.

9.5 Assignments. The obligations of WCA pursuant to this Contract are not to be transferred or assigned to any person or entity without the express written consent of the City. In the event of any such assignment, the assignee shall comply with any conditions that the City may reasonably require. Any such assignment shall not relieve or excuse WCA from responsibility for performance to the City in the event the assignee does not fully perform all work and other obligations of WCA under this Contract.

9.6 Inspection of Records and Operations. WCA agrees to maintain and make available for inspection, audit and/or reproduction by any authorized representative of the City, or any other governmental agency, books, documents, and other evidence pertinent to the performance of this Contract, including, to the extent such detail will properly reflect all costs: direct and indirect costs of labor, material, equipment, supplies, services, and all other costs and expenses of performance. All records pertaining to performance of this Contract shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of this Contract, whichever occurs first; except that records shall be retained beyond the third year if an audit is in progress and/or the findings of a completed audit have not been resolved to the satisfaction of the City or as required by law. The City shall have the right from time to time during reasonable business hours to inspect and audit all of WCA's books and records bearing directly or indirectly on the work and services performed under this Contract. The City shall also have the right to inspect facilities, equipment, personnel and operations of WCA to assure itself of the appearance, sound business operations and compliance with contractual obligations by WCA.

9.7 Laws, Taxes and Fees. WCA agrees that it shall comply with all laws, policies, ordinance, codes, rules and regulations, and shall pay all taxes and fees that may be chargeable against the performance of the work or incidental to this Contract.

9.8 Reports and Accidents. WCA shall report to the City as soon as practicable all accidents or occurrences resulting in injuries to WCA's employees, agents, licensees, or invitees, or damage to property arising out of or during the course of the work or services performed for the City by WCA or of any subcontractor of WCA and, when requested, shall furnish the City with a copy of reports made by WCA to WCA's insurer or to others of such accidents or occurrences.

9.9 Claims. In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation or other entity against WCA with respect to the work and services provided under this Contract, WCA shall provide written notice thereof to the City within five (5) business days after being notified of such claim, demand, suit or action. Such notice shall state the date of notification of any such claim, demand, suit, or other action, the names and addresses of the person, firm, corporation or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered to the City as provided in this Contract.

9.10 In accordance with Chapter 2270 of the Texas Government Code, WCA hereby verifies that it (a) does not boycott Israel, and (2) will not boycott Israel during the term of this Contract or any extensions thereof.

ARTICLE 10. Miscellaneous Provisions

10.1 Force Majeure. The Contract is subject to all laws, orders, rules and regulations, and neither the City nor WCA shall be liable for any delay or damage due, occasioned by or caused as a result of such laws, orders, rules or regulations, or by action of the elements, or causes beyond the control of the parties. Any delay due to the above causes or any of them shall not be deemed to be a breach of or failure to perform this Contract, or any part thereof. In the event of such a force majeure, WCA shall give the City prompt telephone notification followed by written notice of the particulars and estimated duration of said force majeure. During such period or periods of time, a deduction in the proportional charge for collection and removal of rubbish, garbage and/or recyclables at the prevailing rates may be made. WCA must make a reasonable effort to resume service as soon as possible.

10.2 Indemnification. WCA shall exercise the utmost care to avoid accident or injury to persons or property and generally shall take

all precautions requisite to the protection of the general public, property, and environment to the fullest extent permitted by law. WCA shall indemnify, hold harmless and defend the City, its officers, agents, and employees (the "Indemnified Parties") from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) that the Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or alleged injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the services to be provided under this Contract by WCA or WCA's agents, employees, authorized assigns or subcontractors (including the agents and employees of each of WCA subcontractor) regardless of whether such injuries, death or damages are caused in part by the negligence of the Indemnified Parties. WCA or its insurer shall timely defend and make payment of such alleged injury or damage to which the Indemnified Parties may be made a party, together with all costs, damages and expenses borne, including, but not limited to, attorney's fees, by the Indemnified Parties, in connection with such matters, all in a manner as to save the Indemnified Parties harmless from any expense connected with such actions or claims.

10.3 Severability. If any part of this Contract for any reason is declared to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portions of this Contract without any such part, parts or portions which may, for any reason, be hereafter declared invalid.

10.4 Choice of Law and Venue. Any causes of action arising under this Contract shall be controlled by the laws of the State of Texas, and venue shall be in Harris County, Texas.

10.5 Modifications and/or Amendments to Contract. Any change(s) to this Contract shall be in writing in the form of an amendment mutually agreed upon and duly executed by both parties. Approvals and execution of either party shall require the action of their respective governing bodies.

10.6 Performance. WCA accepts responsibility for all services under this Contract. Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, and WCA's obligation with respect to such performance shall continue in full force and effect.

10.7 Contingent Fees. WCA warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City shall have the right, in addition to any other right or rights to terminate this Contract without liability, to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10.8 Representatives of Parties. The City Administrator of the City of Spring Valley Village shall act as the contact person between the City and WCA with regard to contractual matters and is designated as Contract Administrator. The City will consider WCA's representative named in writing to be the point of contact with regard to contractual matters.

10.9 Notices. Any notice provided in connection with this Contract shall be sufficient is given by personal delivery (with written receipt of delivery) or by certified mail, return receipt requested, to the parties as follows:

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

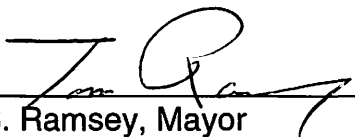
WCA:
General Manager
WCA
8515 Highway 6 South
Houston, TX 77083

These addresses shall remain in effect until written notice of a change of address is provided by a party hereto.

10.10 Entire Agreement. This Contract is the sole and only agreement of the parties and supersedes any prior contract, agreement or understanding, written or oral, with respect to the subject matter of this Contract. This Contract may only be amended in writing, approved with the same formality as this Contract.

EXECUTED in multiple originals by the parties effective on the 23rd day of January, 2018.

THE CITY OF SPRING VALLEY VILLAGE



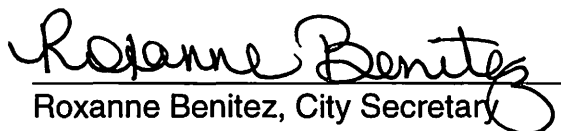
Tom S. Ramsey, Mayor

WCA:

By: 

Name: Matt Graham
Title: RVP

ATTEST:



Roxanne Benitez, City Secretary

ATTEST:

By: 

Name: TREVOR ROYAL
Title: REGION II MUNICIPAL SALES MANAGER

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

MEETING DATE: November 15, 2022

TOPIC:	DISCUSSION AND DIRECTION CONCERNING: Enforcement of Urban Forest Preservation and Protection Regulations Contained in Article 3.1000 of the Code of Ordinances.
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BACKGROUND:	A couple residents have questioned how the City has been enforcing Article 3.1000, Urban Forest Preservation and Protection, as it relates to the removal of trees and the required minimum number of trees per lot. Most recently, the issue became more relevant when Nathan Boudreaux and Paul Franks (both residents) asked City staff to look into the minimum tree count for 1321 Modiste Drive. The address in question had just wrapped up an outdoor kitchen and swimming pool project in which no trees were removed as a part of the project. After reviewing the requirements of Article 3.1000, questions were raised to City Attorney Loren Smith on whether or not it would be within the City's authority to ask that trees be planted on this property to now meet the minimum requirement, even though no trees were removed as a part of the project. Upon review of the Ordinance, City Attorney Loren Smith found that based on the language of the Ordinance, the project completed at 1321 Modiste would fall under what is considered a "minor or small construction" project and that no trees ten (10) inches in diameter or larger were removed in connection with the construction activity. Consequently, pursuant to the provisions of Article 3.1000, projects of this type are exempt from providing a tree survey as a part of any building permit application, and if the property was exempt from having to provide the tree survey, Mr. Smith found that the City would not be able to enforce other regulations found in Article 3.1000. Conversely, if the property had been required to provide the tree survey, the City would have the authority to enforce all other tree preservation ordinance requirements including the minimum tree per lot requirement. Mr. Boudreaux asked for a meeting to gain clarification on this interpretation as well as how to provide feedback on making changes to the Tree Preservation Ordinance. On September 12, 2022 Mayor Marcus Vajdos, City Attorney Loren Smith and Director of Community Development Zachary Meadows met with Mr. Boudreaux to discuss his concerns over the enforcement of Article 3.1000. As a part of that discussion, Mayor Vajdos wanted to bring the item before City Council for discussion and to ensure what level of enforcement the City wanted to take when it comes to tree removal and preservation within the City of Spring Valley Village.
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**Spring Valley Village City Council
Agenda Item Data Sheet**

Prior to the meeting on September 12, 2022, I had asked Mr. Smith to start looking into the language throughout Article 3.1000 and the Zoning Ordinance in Chapter 12, to ensure that all the tree ordinances are meeting state law requirements and to ensure that there were no conflicts between the two separate sections.

RECOMMENDATION: Staff requests direction from the Council concerning possible changes to and/or enforcement of Article 3.1000, Urban Forest Preservation and Protection

ATTACHMENTS: • Article 3.1000, Urban Forest Preservation and Protection

FUNDING ISSUES:

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

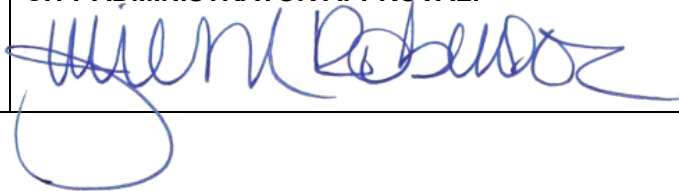
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Zachary Meadows, Director of
Community Development

CITY ADMINISTRATOR APPROVAL:



ARTICLE 3.1000 URBAN FOREST PRESERVATION AND PROTECTION¹

§ 3.1000 Purpose; Findings

- (a) The purpose of this article is to preserve and enhance the urban forest of the city.
- (b) The city council has determined that the urban forest is of great value in the maintenance of public health and welfare. The urban forest can aid in the conservation of vital energy resources and natural resources and in the preservation of the city's heritage and quality of life. Trees are a valuable amenity to the urban environment, restoring oxygen to the atmosphere, reducing glare, reducing noise levels, providing an ecological habitat for songbirds and other animal and plant species, providing for more effective transitions between different land uses and breaking the monotony of urbanized development, pre-development, or construction. The urban forest of the city should be preserved and enhanced, to the maximum extent feasible, consistent with the property rights of its citizens.

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1001 Definitions

As used in this article, the following terms shall have the meaning given below.

Building Permit shall mean any building or construction permit issued by the City of Spring Valley, Texas, for the construction, erection, or exterior alteration of any residential or commercial building, structure, or improvement.

Circumference or Diameter of a Tree shall mean circumference or diameter measured at a point on the tree four and one-half feet (4½') above the surrounding ground level. The equivalent tree circumference or diameter may be used for measurement purposes. Tree diameter in inches $\times 3.14$ = tree circumference in inches. (For example: ten inches (10") diameter $\times 3.14$ = 31.4 circumference).

To measure a tree which forks at or below four and one-half feet (4½'), only the circumference or diameter of the larger trunk will be measured.

Critical Root Zone shall mean, for any given tree, the area within a circle centered on the trunk location. The circle's diameter is one-half (½) the sum of the broadest and narrowest dripline diameters.

Landscape or Tree Professional. As defined by certification either by a state agency or by a recognized trade association or alternatively by ten (10) or more years of proven continuous experience in the planting, care, and maintenance of trees.

Protected Tree shall mean a tree which is included on the city's approved planting list and has a diameter of at least thirty inches (30").

Qualified Tree shall mean a tree which is included on the city's approved planting list and has a diameter of at least twenty inches (20").

¹Editor's note(s)—Ord. No. 2017-06, § 2, adopted February 28, 2017, amended article 3.1000 in its entirety to read as herein set out. Former article 3.1000, §§ 3.1000—3.1011, exh. A, pertained to tree survey required as part of building permit application. See Ordinance Disposition Table for complete derivation.

Right-of-Way Area shall mean and area in the right-of-way of a street.

Structure shall mean that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts jointed together in some definite manner.

Subject Site shall mean (1) the building site, or other site, upon which construction activity is to occur, and (2) the right-of-way area for that site.

Tree shall mean a long-lived, branching, woody plant, usually with one (1) main stem, which may attain a height of fifty feet (50') or more.

Tree Survey shall mean an on-the-ground survey containing the location of trees, their circumferences, types (species), crown areas (dripline) and other data to accurately describe existing and proposed trees.

Understory Tree shall mean a long-lived, branching, woody plant, which usually obtains a height less than thirty feet (30').

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1002 Tree Survey Required; Exception; Tree Protection Plan Required

Prior to the issuance of any building permit, a tree survey shall be submitted concurrent with, and shall be approved as a part of, the application for a building permit.

- (1) Exceptions. A tree survey is not required as a part of the application for a building permit in the following circumstances only:
 - (A) For a minor or small construction project for which the applicant certifies as true by signature that "No tree ten inches (10") or larger in diameter (thirty-one and four-tenths inches (31.4") or larger in circumference) will be removed or destroyed in connection with the construction of the improvements covered by this building permit application;" and provided, however, the tree protection plan required by this article in the following section shall be required.
 - (B) For a non-residential planned area development ("PAD") in the city's PAD zoning district which as approved by city council includes tree and landscaping plans (an "approved, non-residential PAD"); provided, however, the tree protection plan required by this article in the following section shall be required.
- (2) Components of the Tree Survey. The tree survey shall be accurate and shall be prepared by a person with expertise to prepare such a document: for example, an architect, engineer, landscape or tree professional, or surveyor. The tree survey shall include and contain as a minimum the following information.
 - (A) The actual location (i.e. trunk location) of each tree on the subject lot or tract which is ten inches (10") in diameter (thirty-one and four-tenths inches (31.4") in circumference) or larger, identifying those which are to be removed or destroyed as a result of the building permit being requested.
 - (B) Outlines of existing and proposed buildings or structure, including driveways, parking areas or other paved surfaces, pools, spas, fences, irrigation systems, utilities, drainage, and other improvements and structural features to be constructed.
 - (C) The tree survey shall be accompanied by a tree protection plan, as set out in the following section.
 - (D) The tree survey shall contain a scale, north arrow, name, address, and profession or occupation of the person who prepared it, and the name of the site owner and/or homebuilder/developer.

The tree survey shall also identify the development and provide a description of the subject property and its location. The tree survey shall also depict (a) every qualified tree in the subject site, and (b) every qualified tree located elsewhere which has thirty percent (30%) or more of its critical root zone in the subject site.

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1003 Tree Protection Plan

The tree survey shall be accompanied by a "tree protection plan" which shall be prepared by a landscape or tree professional.

The tree protection plan shall indicate how all trees ten inches (10") in diameter (thirty-one and four-tenths inches (31.4") in circumference) or larger, which are identified by the tree survey, shall be protected, according to the following minimum requirements.

- (1) Basic Tree Protection. During construction each tree or group of trees ten inches (10") in diameter (thirty-one and four-tenths inches (31.4") in circumference) or larger shall be completely enclosed within six feet (6') or higher chain link fence, with lateral supports spaced no more than eight feet (8') apart, located outside the drip line of all trees. Each such fence shall have a sign affixed to it as shown on exhibit "C" attached hereto. Such sign shall be weatherproof and affixed securely to the fence such that the sign can be read from the street. The minimum drip line for this purpose is one foot (1') of radial distance from the base of the tree for every inch of tree diameter unless construction of improvements is to occur within this drip line area. In that event, the tree protection fence shall enclose the balance of the drip line or construction area, the area upon which construction activities will take place, must be protected with a wooden grid constructed of two inches (2") by six inches (6") lumber fastened both horizontally and vertically by wood screws on eighteen inches (18") centers on top of a four-inch (4") to six-inch (6") layer of organic mulch.
- (2) Tree Protection from Concrete Construction. During construction of concrete improvements to be constructed within the drip line of a tree, in addition to the basic tree protection required by the preceding subsection, the following additional minimum protection measures must be implemented.
 - (A) Plans for feeding, watering, pruning of limbs or roots, and drainage must be prepared and submitted. The plan must be approved by a landscape or tree professional who is retained by the applicant.
 - (B) Forced feeding and watering to assist in tree survival must be done on a schedule recommended in the Tree Protection Plan.
 - (C) A plastic vapor barrier must be installed beneath all concrete construction within the drip line of a tree.
 - (D) Recommended or necessary pruning of limbs or roots must be performed according to the tree protection plan. Pruning of limbs or roots must be accomplished at least two (2) weeks prior to the construction in the drip line, if more than twenty percent (20%) of the construction is within the drip line; unless a landscape or tree professional approved by the city approves of provisions for an alternative plan to protect the tree or trees. No roots larger than one inch (1") in diameter shall be cut.
- (3) It shall be unlawful to pour or dispose of waste concrete, lime, paint, paint thinner, chemicals or other soil contaminants, or place any building or construction materials or topsoil.

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- (4) Drainage Affecting Trees. In the event construction causes or results in standing water or wet soil conditions which are harmful to the species of trees present, drainage must be provided for in the tree protection plan to prevent suffocation and/or root rot of the tree.
 - (5) Physical Damage to be Prevented. In connection with construction activities, no person shall damage any tree trunk or limb with any equipment, or by nailing or bolting into the tree, or by attachment of guy wires or cables. In the event that an existing tree is damaged more than twenty-five percent (25%), the damaged tree shall be replaced with an approved tree not less than three inches (3") in diameter (9.42" in circumference).
 - (6) Fill Placed Within a Tree Drip Line. No fill dirt, soil, or sand, is permitted in excess of two inches (2") under any tree drip line except within the footprint or area of the building or structure constructed.

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1004 Tree Permit Required; Minimum Tree Requirement for Each Lot

- (1) A tree permit shall be required for the removal of any and all trees greater than ten inches (10").
 - (a) Exceptions:
 - (i) Any tree which is dead or in an advanced stage of disease may be removed without a permit; and
 - (ii) Any tree which poses a threat to life or property may be removed without a permit.
- (2) All lots between nine thousand square feet (9,000) and fifteen thousand square feet (15,000) that are not radial or cul-de-sac lots shall be required to have five (5) approved trees, each with a minimum of three inches (3") in diameter (9.42" in circumference), with two (2) of such trees located in the front yard. Any lot which is less than nine thousand square feet (9,000) and is not a radial or cul-de-sac lot shall be required to have four (4) approved trees, each with a minimum of three inches (3") in diameter (9.42" in circumference), with two (2) of such trees located in the front yard. Any cul-de-sac or radial lot shall be required to have four (4) approved trees, each with a minimum of three inches (3") in diameter (9.42" in circumference), with one (1) of such trees located in the front yard. All lots larger than fifteen thousand square feet (15,000) that are not radial or cul-de-sac lots shall be required to have six (6) approved trees, each with a minimum of three inches (3") in diameter (9.42" in circumference), with two (2) of such trees located in the front yard. All trees shall be planted a minimum of ten feet (10') from other trees. In the event that, in the written opinion of a landscape or tree professional, the topography or natural condition of the site, or the location of permitted structures and other improvements to the site, it is not reasonably possible to plant and maintain an otherwise required tree, an understory tree from the approved understory tree list attached hereto and made a part hereof as exhibit "B" may be planted in its place.
- (3) It is the intent of this ordinance to promote the retention of qualified trees and protected trees. Accordingly, an owner and/or homebuilder/developer shall be given credit for retaining qualified trees and protected trees as follows:
 - (a) Each qualified tree shall count as two (2) trees for purposes of determining the number of trees required on a lot; and
 - (b) Each protected tree shall count as three (3) trees for purposes of determining the number of trees required on a lot.

Each qualified tree or protected tree for which the owner and/or homebuilder/developer is given credit pursuant to this subsection shall remain healthy and living for a period of three (3) years following construction. Should such qualified tree or protected tree not survive for that period, the minimum tree requirements shall be

recalculated without the provided tree credits and the owner and/or homebuilder/developer shall comply with the requirements of this section without consideration of the credit(s) for the qualified tree(s) or protected tree(s).

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1005 Timing

Each tree planting required by this article shall be completed within thirty (30) days or, if the season or weather are such that a successful planting is unlikely, no later than the following January after the completion of the improvements, as reflected in the building permit application. In the case of postponed plantings, later than thirty (30) days, tree deposits equivalent to five hundred dollars (\$500.00) per tree shall be made to city to assure performance.

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1006 Destruction of Damage to Trees on Public Property

Nothing in this article shall prevent the City of Spring Valley or any public utility from performing necessary maintenance and repair activities which may affect trees located on or over public property or utility easements.

(Ordinance 2017-06 adopted 2-28-17)

§ 3.1007 Penalty

Any person, firm, partnership, association, corporation, company, or organization of any kind who or which intentionally, knowingly, recklessly, or with criminal negligence violates any of the provisions of this article shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined in accordance with the general penalty provision found in Section 1.106 of this code. Each day during which such violation shall exist or occur shall constitute a separate offense. The owner or owners of any property or of premises where any violation of this article shall occur, and any agent, contractor, builder, architect, person, association, organization, or corporation who shall assist in the commission of such offense shall be guilty of a separate offense, and, upon conviction thereof, shall be punished as above provided."

(Ordinance 2017-06 adopted 2-28-17)

Exhibit A Approved Tree List

Species	Common Name	Botanical Name
Ash	Green Ash	Fraxinus pennsylvanica
	White Ash	Fraxinus Americana
Birch	River Birch	Betula nigra
Cedar	Eastern Red Cedar	Juniperus virginiana
Cypress	Bald Cypress	Taxodium distichum
	Montezuma Cypress	Taxodium mucranutum
Elm	American Elm	Ulmus Americana
	Cedar Elm	Ulmus crassifolia
	Lacebark Elm	Ulmus parvifolia
	Winged Elm	Ulmus alata
Hickory	Hickory species	Carya varieties

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(Supp. No. 55)

Magnolia	Southern Magnolia	Magnolia grandiflora
Maple	Drummond Red maple	Acer rubrum var. drummondii
	Trident Maple	Acer buergerianum
Oak	Bur Oak	Quercus macrocarpa
	Chiquapin Oak	Quercus muehlenbergii
	Durrand Oak	Quercus durrandii
	Laurel Oak	Quercus laurifolia
	Live oak	Quercus virginiana
	Mexican White Oak	Quercus polymorpha
	Nuttall Oak	Quercus nuttallii
	Overcup Oak	Quercus lyrata
	Post Oak	Quercus stellata
	Shumard Oak	Quercus shumardii
	Swamp Chestnut Oak	Quercus michauxii
	Water Oak	Quercus nigra
	White Oak	Quercus alba
Pine Tree	Loblolly Pine	Pinus taeda
	Longleaf Pine	Pinus palustris
Pistache	Chinese Pistache	Pistacia chinensis
Sweet Gum	American Sweet Gum	Liquidambar styraciflua
Sycamore	American Sycamore	Platanus occidentalis
	Mexican Sycamore	Platanus mexicana
Walnut	Black Walnut	Juglans nigra
Others	Anacua	Ehretia anacua
	Basswood	Tilia Americana
	Black Tupelo	Nyssa aquatica
	Gum Bumelia	Bumelia lanuginosa
	Red Bay	Persea borbonia

(Ordinance 2017-06 adopted 2-28-17; Ordinance 2020-16 adopted 4-28-20)

Exhibit B
Approved Understory Tree List

Fringe Tree	Chinese Fringe Tree	Chionanthus retusus
	Fringe Tree	Chionanthus spp
Hawthorn	Parsley Hawthorn	Crateagus marshallii
Holly	American Holly (tree form)	Ilex opaca
	Dahoon Holly	Ilex cassine
	East Palatka Holly	Ilex x attenuata "East Palatka"
	Possumhaw Holly	Ilex decidua
	Savannah Holly	Ilex x attenuata "Savannah"
Laurel	Cherry Laurel	Prunus caroliniana
	Mexican Plum	Prunus Mexicana
	Texas Mountain Laurel	Sophora secundiflora
Magnolia	Little Gem Magnolia	Magnolia grandiflora 'Little Gem'
	Saucer Magnolia	Magnolia x soulangiana

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(Supp. No. 55)

	Sweet Bay	Magnolia virginiana
Maple	Chalk Maple	Acer leucoderme
Pistache	Texas Pistache	Pistacia texana
Redbud	Redbud	Cercis canadensis
Viburnum	Rusty Black-Haw	Viburnum rufidulum
Others	Hophornbeam	Carpinus caroliniana
	Flameleaf Sumac	Rhus spp
	Mexican Buckeye	Ungradia speciosa

(Ordinance 2017-06 adopted 2-28-17; Ordinance 2020-16 adopted 4-28-20)

EXHIBIT C

TREE PROTECTION FENCING

Required by Code of Ordinances
City of Spring Valley Village

DO NOT REMOVE!

FINE: \$100 OR MORE, JOB MAY BE SHUTDOWN, FOR PERMISSION FOR TEMPORARY REMOVAL CALL (713) 465-8308. TO REPORT VIOLATIONS, CALL (713) 465-8308.

CERCAS PARA PROTECCION de ARBOLES

Requerido por Código de Ordenanzas

POR FAVOR NO RETIRE EL LETRERO

MULTA DE: \$100 O MÁS, TRABAJO PUEDE SER TERMINADO, PARA PERMISO PARA REMOCION TEMPORAL LLAME: (713) 465-8308. PARA DENUNCIAR UNA INFRACCION LLAME: (713) 465-8308.

(Ordinance 2017-06 adopted 2-28-17)

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

MEETING DATE: November 15, 2022

TOPIC:	Award of Request for Qualifications #2022-10-902 for Internal and Possible Forensic Audit Services to Weaver and Tidwell, LLP.
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BACKGROUND:	On October 12, 2022, the City issued Request for Qualifications #2022-10-902 for Internal and Possible Forensic Audit Services ("RFQ"). The RFQ closed on October 21, 2022, and, despite sending the RFQ directly to six different firms, only one proposal was received. However, after reviewing the Proposal, it thoroughly addresses exactly what the City Council has committed to investigate. Once the award has been approved, I will work with Weaver and Tidwell to negotiate fees and timelines for a proposal for the work to be done.
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RECOMMENDATION:	City Staff recommends awarding Request Qualifications #2022-10-902 for Internal and Possible Forensic Audit Services to Weaver and Tidwell, LLP.
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ATTACHMENTS:	• Copy of Request for Proposals #2022-10-902 • Copy of Proposal Submitted by Weaver and Tidwell LLP in Response to Request for Proposals #2022-10-902
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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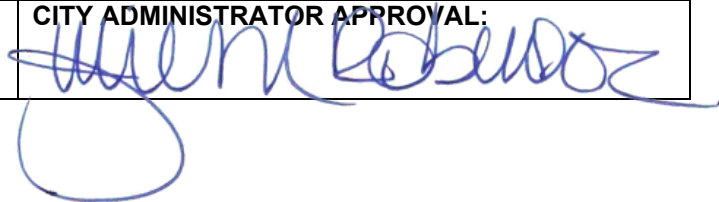
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

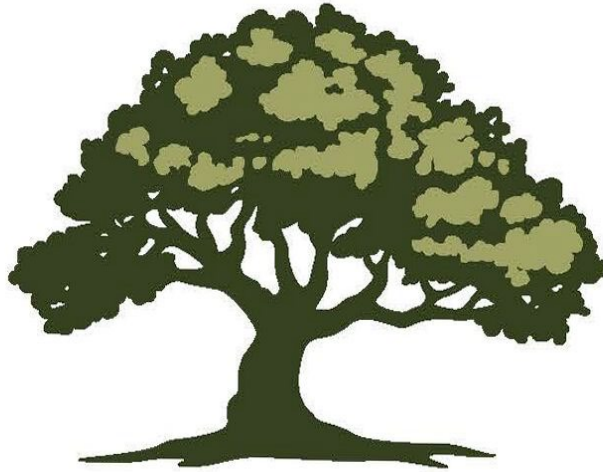
Julie M. Robinson, City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

**REQUEST FOR QUALIFICATIONS
CITY OF SPRING VALLEY VILLAGE, TEXAS**



EST. 1955

SPRING VALLEY
V I L L A G E

**INTERNAL AND POSSIBLE FORENSIC AUDIT
SERVICES**

REQUEST FOR QUALIFICATIONS #2022-10-902

**DEADLINE:
Friday, October 21, 2022
10:00 am**

**CITY OF SPRING VALLEY VILLAGE
PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS #2022-10-902
INTERNAL AND POSSIBLE FORENSIC AUDIT SERVICES**

The City of Spring Valley Village, Texas, is soliciting proposals from qualified and experienced Certified Public Accountants ("CPA") firms to obtain internal audit services concerning the Spring Valley Village Police Department, and possible forensic audit depending on the findings of the internal audit.

RFQ documents may be downloaded from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytx.com.

ALL PROPOSALS MUST BE SUBMITTED VIA EMAIL TO THE CITY SECRETARY AT JTORRES@SPRINGVALLEYTX.COM, AND THE SUBJECT LINE OF THE EMAIL MUST REFLECT "REQUEST FOR QUALIFICATIONS #2022-10-902 INTERNAL AND POSSIBLE FORENSIC AUDIT SERVICES" NO LATER THAN 10:00 AM ON FRIDAY, OCTOBER 21, 2022. Proposals received after that date and time will not be considered for award, regardless of whether the delay was outside the control of the submitting firm. It is the responsibility of the submitting firm to ensure that the Proposal is received in a timely manner.

PROPOSALS WILL BE PUBLICLY OPENED AND THE NAMES OF FIRMS SUBMITTING PROPOSALS WILL BE ANNOUNCED VIA VIDEO/TELECONFERENCE VIA ZOOM ON FRIDAY, OCTOBER 21, 2022, IMMEDIATELY FOLLOWING THE PROPOSAL SUBMISSION DEADLINE. A LINK TO THE ZOOM MEETING WILL BE PROVIDED ON THE PURCHASING PAGE OF THE CITY OF SPRING VALLEY VILLAGE'S WEBSITE AT WWW.SPRINGVALLEYTX.COM.

Firms may submit proposals for any or all activities. The City of Spring Valley Village reserves the right to negotiate with any and all persons or firms submitting timely proposals and may award one or more contracts to one or more service provider(s). The City of Spring Valley Village will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. The City of Spring Valley Village is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

For inquiries regarding this RFQ, please contact Julie Robinson, City Administrator, City of Spring Valley Village, by email to jrobinson@springvalleytx.com. **The last day for inquiries and clarifications related to this RFQ is Monday October 17, 2022.**

1st Advertisement: Memorial Examiner, Wednesday, October 12, 2022
2nd Advertisement: Memorial Examiner, Wednesday, October 19, 2022

PROPOSAL SUBMISSION DEADLINE:
Friday, October 21, 2022
10:00 am

PROPOSAL SCHEDULE SUMMARY
REQUEST FOR QUALIFICATIONS #2022-10-902
INTERNAL AND POSSIBLE FORENSIC AUDIT SERVICES

Wednesday	October 12, 2022 Memorial Examiner and Purchasing Page of City's Website https://www.springvalleytx.com/342/Purchasing	RFQ Documents Released and 1 st Legal Advertising for RFQ
Wednesday	October 19, 2022 Memorial Examiner and Purchasing Page of City's Website https://www.springvalleytx.com/342/Purchasing	2 nd Legal Advertising for RFQ
Monday	October 17, 2022	Last day for inquiries and clarifications (Please submit all questions via email to jrobinson@springvalleytx.com)
Friday	October 21, 2022 10:00 am Via Email to jtorres@springvalleytx.com Immediately Following Deadline for Submission of Proposals Zoom Meeting With Link to be Provided Through Purchasing Page of City's Website https://www.springvalleytx.com/342/Purchasing	Deadline for Submission of Proposals Announcement of Firms Submitting Proposals via Video/Teleconference
Tuesday	October 25, 2022 Spring Valley Village City Hall and Zoom Meeting with Link Available on City's Website at www.springvalleytx.com	Anticipated City Council Award of RFQ

Note: This schedule is preliminary and may be modified at the discretion of the City.

RFQ for Internal And Possible Forensic Audit Services

The City of Spring Valley Village, Texas, is soliciting proposals from qualified and experienced Certified Public Accountants (“CPA”) firms to obtain internal audit services concerning the Spring Valley Village Police Department, and possible forensic audit depending on the findings of the internal audit for the Calendar Years 2019 – 2021.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments, and the provisions of the 1994 AICPA Audits of State and Local Governmental Units, as well as follow any additional requirements: examination for compliance with procedures established by Ordinance or, where applicable, State and Federal Laws or regulations, including the Texas Code of Criminal Procedures.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

ALL PROPOSALS MUST BE SUBMITTED VIA EMAIL TO THE CITY SECRETARY AT JTORRES@SPRINGVALLEYTX.COM, AND THE SUBJECT LINE OF THE EMAIL MUST REFLECT “REQUEST FOR QUALIFICATIONS #2022-10-902 INTERNAL AND POSSIBLE FORENSIC AUDIT SERVICES” NO LATER THAN 10:00 AM ON FRIDAY, OCTOBER 21, 2022. Proposals received after that date and time will not be considered for award, regardless of whether the delay was outside the control of the submitting firm. It is the responsibility of the submitting firm to ensure that the Proposal is received in a timely manner.

PROPOSALS WILL BE PUBLICLY OPENED AND THE NAMES OF FIRMS SUBMITTING PROPOSALS WILL BE ANNOUNCED VIA VIDEO/TELECONFERENCE VIA ZOOM ON FRIDAY, OCTOBER 21, 2022, IMMEDIATELY FOLLOWING THE PROPOSAL SUBMISSION DEADLINE. A LINK TO THE ZOOM MEETING WILL BE PROVIDED ON THE PURCHASING PAGE OF THE CITY OF SPRING VALLEY VILLAGE’S WEBSITE AT WWW.SPRINGVALLEYTX.COM.

Firms may submit proposals for any or all activities. The City of Spring Valley Village reserves the right to negotiate with any and all persons or firms submitting timely proposals and may award one or more contracts to one or more service provider(s). The City of Spring Valley Village will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

Award will be made during a succeeding city council meeting.

The City will select a firm or individual based on demonstrated qualifications, competence and experience that best serves the interests of the City. The City reserves the right to reject any and all proposals, to waive any and all technicalities, and to request

additional information from respondents to clarify any areas of the proposal. The City reserves the right to issue a new RFQ as well. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The RFQ is not to be considered as a contract or as a commitment of any kind. If this RFQ results in an award offer by the City, a specific scope of work, fees, insurance coverage, and other contractual matters will be determined during contract negotiations.

A. NATURE AND SCOPE OF SERVICES REQUIRED

The City of Spring Valley Village, Texas, is soliciting proposals from qualified and experienced Certified Public Accountants (“CPA”) firms to obtain internal audit services concerning the Spring Valley Village Police Department, and possible forensic audit depending on the findings of the internal audit for the Calendar Years 2019 – 2021 based on the following Objectives:

Objectives

- To ensure that Police Department employees receiving salary payments are valid and authorized.
- To ensure that data in the timekeeping and payroll system for the Police Department is complete and accurate.
- To ensure that employee salary and other payments and employee deductions for Police Department employees are properly calculated, authorized, and timely processed.
- To determine if internal controls are properly followed and payroll procedures are properly documented and followed by the Police Department.
- To ensure financial compliance by the Police Department with local, state, and federal policies, regulations, and laws.

The following Scope of Work covers only the general requirements as to the provision of audit services for the City concerning the Police Department. If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract. Any such additional work agreed to between the City and the Firm shall be performed at the same rates set forth in the contract approved by the City and Firm.

Scope of Work for audit period Calendar Years 2019 – 2021:

- Conduct general review of City’s timekeeping and payroll systems related to the Police Department.

- Conduct interviews with Police Department managers and staff to determine understanding of relevant internal controls, directives, policies, and procedures.
- Evaluate the adequacy of internal controls and conduct any audit tests necessary to provide reasonable assurance of detecting any risk of fraud or illegal acts.
- Conduct review and assessment of timekeeping system to determine if payroll records were appropriately approved by Police Department supervisors and managers.
- Conduct review and assessment of compliance of the Police Department based on adopted City policies and procedures (Personnel Manual, Purchasing, Contracting, Financial, budgeting, etc.) and State and Federal laws (FLSA, FMLA, etc.)
- Verify Police Department salary, wages, and deductions are properly authorized and calculated, including with regards to overtime pay, holiday pay, vacation time, sick leave, and other approved forms of leave.
- Conduct review of Police Department personnel files to determine if payroll information is supported by source documents that are properly approved and are valued (e.g. Form I-9, Form W-4).

In examining the above, it is expected that the auditor will perform field and verification work, including interviews with relevant persons.

On occasion, the City may request the auditor to perform other audits and reviews not specifically provided for under this section.

The City reserves the right to contract any additional audits or reviews with whomever it chooses.

B. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this RFQ, the audit shall be performed in accordance with:

Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards (1994), the provisions of the federal Single Audit Act of 1984 and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments as well as the following additional requirements: examination for compliance with procedures established by City Ordinance or, where applicable, State and Federal Laws or regulations, including the Texas Code of Criminal Procedures.

C. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements the auditor shall issue a report identifying whether any irregularities or illegal acts were detected in connection with in the scope of services.

The report shall detail any evidence of illegal or irregular acts, and contain recommendations for the correction of conditions that may lend themselves to irregular or illegal acts. The report should cite relevant laws or regulations; where findings in the audit are related to irregularities, the report should identify best practices.

Reports are to be addressed to the Mayor and City Council and delivered to the City Administrator for distribution to the Mayor and City Council.

D. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matter of continuing accounting significance.

E. SPECIAL CONSIDERATIONS

- If irregularities or illegalities are discovered as a result of the internal audit, the City anticipates that it may need to undertake a forensic audit.
- In the event of civil or criminal proceedings, the City expects that the auditor will make him or herself available.

F. SAFEGUARDING OF CITY'S INFORMATION AND DATA

The auditor shall safeguard all information and data provided by the City. Further, the auditor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Administrator, with appropriate remuneration to the City.

G. PUBLIC INFORMATION ACT

Except as allowed or required by law, all documents submitted as part of the proposal response will be deemed confidential during the evaluation process. Following award of contract, all proposals become public documents and are available for public viewing upon written request. Respondent's proprietary or confidential information should be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Notwithstanding the foregoing, each respondent acknowledges that the City is subject to the Texas Public Information Act. In addition, nothing in this RFQ places any obligation on the City to notify a respondent of a request for information or to otherwise ensure confidentiality.

H. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

All City staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditing firm. Photocopying of any necessary documents to perform the audit, i.e., invoices, bank statements, reports, etc., will be the responsibility of the auditing firm.

The City will make its records and staff available to the auditor. Availability of third-party personnel and documents is at the discretion of third-parties.

The auditor's principal contact with the City will be City Administrator Julie Robinson, email to jrobinson@springvalleytx.com or phone (713) 465-5306.

The City will provide the auditor with available workspace during normal business hours. The auditor will be provided with access to a Wi-Fi connection, photocopying facilities and a fax machine.

I. SUBMITTAL REQUIREMENTS

Respondents must provide the following information in their submission in order to be considered responsive. The purpose of the submissions is to demonstrate the qualifications, competence, experience and capacity of the firms seeking to undertake an independent audit of the City in conformity with the Scope of Work of this RFQ. The submissions should demonstrate the qualifications of the firm and the particular staff to be assigned to this Project. THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE SUBMITTALS.

Submittals must be 10 pages or less including the transmittal letter and should address all the elements outlined below. The submission should be prepared simply and economically, providing a straightforward concise description of the respondent's capabilities to satisfy the requirements of the RFQ. While additional data may be presented, the

following subjects must be included. They represent the criteria against which the submissions will be evaluated.

1. Mandatory Element (15 points)

- A letter of transmittal, limited to 2 pages, that includes:
 - A brief statement of the respondent's understanding of the scope of work;
 - The names titles, mailing and email addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the respondent;
 - A statement that the person signing the transmittal letter is authorized to legally bind the respondent;
 - Identification of a single point of contact to respond to any questions regarding the submission.
 - A statement that the firm and firm personnel are independent and licensed to practice in Texas;
 - A statement that the firm will meet the independence standards of Government Auditing Standards, United States Government Accountability office (GAO); and
 - A statement that neither the firm nor any of its firm personnel have a conflict of interest with regard to any other work performed by the firm for the City.

2. Technical Qualifications (65 points)

A. Expertise and Experience

- a.) A description of work performance and experience with similar projects including a list of at least three (3) references from past local government clients, with information describing the relevancy of the previous performance.
- b.) Describe the capacity to perform the Scope of Work activities as well as resumes of all employees who would be assigned to the Project if your firm is selected, identifying current employees and proposed hires/non-CPA subconsultants; and
- c.) A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.
- d.) Describe the proposed plan undertaking the Project including a timeline for completion. The proposed plan should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

3. References, Cost Control Experience, Results (20 points)

Respondents will be evaluated based on satisfactory client references: budget, cost controls experience, and results. The City will contact these references, and responses will be used in conjunction with the evaluation of the submissions.

I. EVALUATION CRITERIA

Proposals will be evaluated based on three sets of criteria outlined above, including compliance with the page limitation. In the event that oral interviews are necessary to break a tie or for making final clarification in the evaluation process, additional points may be awarded. It should be understood that while the total score is a significant factor, the City reserves the right to consider other factors in making a final selection of the firm that will serve the best interest of the City.

J. FINAL SELECTION

The City will select a firm based upon demonstrated qualifications, competence and experience that best serve the interests of the City. Upon selection of a firm, the City and the selected respondent shall enter into negotiations regarding the price and compensation terms. If those negotiations are not successful, the City will commence negotiations with the next highest point respondent in ascending order.

K. RIGHT TO REJECT PROPOSALS/WAIVER OF TECHNICALITIES

The City reserves the right, without prejudice, to reject any or all proposals, and to waive any and all technicalities. The City reserves the right to issue a new RFQ as well. Responses may be disqualified for any of, but not limited to, the following reasons:

- Collusion among respondents;
- Failure to comply with or inclusion of terms and conditions in conflict with, the terms of this RFQ, or City's procurement rules and procedures; or
- Failure to meet minimum response requirements established in the RFQ.

Any questions or requests for clarification must be submitted in writing via EMAIL to Julie Robinson, City Administrator, jrobinson@springvalleytx.com, and the last day for questions or requests for clarification is Monday, October 17, 2022. The City of Spring Valley Village may, if appropriate, circulate the question and answer to all service providers submitting proposals.

DIVIDER PAGE



Qualifications for Internal and Possible Forensic Audit Services (RFQ #2022-10-902)

City of Spring Valley Village, Texas

October 21, 2022

Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services
Weaver and Tidwell, L.L.P. | 4400 Post Oak Parkway, Suite 1100 | Houston, TX 77027
832.320.3275 | brandon.tanous@weaver.com





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1. Mandatory Element

Letter of Transmittal

October 21, 2022

Jasmin Torres | City Secretary
1025 Campbell Rd. | Houston, TX 77055

RE: Qualifications for Internal and Possible Forensic Audit Services (RFQ #2022-10-902)

Dear Ms. Torres:

Ensuring the efficient, effective and consistent administration of payroll at the City of Spring Valley Village's (the City's) Police Department is critical to the ongoing management of risks and the stewardship of public tax dollars. But when a municipality faces questions related to governance, transparency and the reliability of internal controls – including the possibility that fraud may have occurred – leaders are often left wondering: **“What should we do now?”**

Weaver is here to help. Weaver and Tidwell, L.L.P. (Weaver) is a Texas-based firm with a national reputation for providing best-in-class advisory, investigative and accounting services. In fact, we've performed similar payroll audits for municipalities such as the City of Tomball, and have performed payroll-related services for the City of Houston's Police Department and the City of Lewisville.

We'll leverage this home-grown Texas government experience and payroll audit knowledge to assist the City with identifying policy, process and procedural control gaps within the payroll process to improve overall compliance, efficiency and effectiveness.

We'll test internal controls over significant processes/subprocesses of the payroll cycle such as Payroll Records and Maintenance, Timekeeping and Approval, Payroll Processing, Payroll Recording / Distribution, Payroll Reconciliation and Employee Data and Safekeeping. Additionally, we'll evaluate the structure and use of special pays offered to police officers.

Weaver's teams conduct engagements with an open mind and a willingness to follow evidence where it leads, and based on the results of our initial internal audit, members of our Forensics and Litigation practice are ready to be deployed to further investigate any systemic issues.

We're well versed in dealing with issues related to potential fraud, waste and abuse, having provided forensic services for entities such as the Department of Justice, City of Austin and the City of Midland Firemen's Relief and Retirement Fund. We know how to report our findings clearly and concisely, in a format that's suitable for adverse administrative, civil or criminal proceedings if necessary.

Ultimately, Weaver wants to assist the City in meeting your current challenges, so that you return your focus to serving your constituents.



Required Elements

✓ **A BRIEF STATEMENT OF THE RESPONDENT'S UNDERSTANDING OF THE SCOPE OF WORK**

Weaver understands that the City is requesting internal audit services concerning the Spring Valley Village Police Department, and possible forensic audit depending on the findings of the internal audit for the Calendar Years 2019 – 2021. We further confirm our understanding and acceptance of the additional elements and requirements outlined in the City's RFQ

✓ **THE NAMES TITLES, MAILING AND EMAIL ADDRESSES, AND TELEPHONE NUMBERS OF THE INDIVIDUALS WHO ARE AUTHORIZED TO MAKE REPRESENTATIONS ON BEHALF OF THE RESPONDENT**

Your Engagement Partner is authorized to make representations on behalf of Weaver:

Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services
4400 Post Oak Parkway, Suite 1100 | Houston, TX 77027
832.320.3275 | brandon.tanous@weaver.com

✓ **A STATEMENT THAT THE PERSON SIGNING THE TRANSMITTAL LETTER IS AUTHORIZED TO LEGALLY BIND THE RESPONDENT**

Weaver confirms that the person signing the transmittal letter, Brandon Tanous, CIA, CFE, CGAP, CRMA, is authorized to make representations on behalf of the firm.

✓ **IDENTIFICATION OF A SINGLE POINT OF CONTACT TO RESPOND TO ANY QUESTIONS REGARDING THE SUBMISSION**

Your Engagement Partner, Brandon Tanous, CIA, CFE, CGAP, CRMA, will serve as the City's single point of contact to respond to any questions regarding our submission.

✓ **A STATEMENT THAT THE FIRM AND FIRM PERSONNEL ARE INDEPENDENT AND LICENSED TO PRACTICE IN TEXAS**

Weaver confirms that the firm and all applicable personnel are independent and licensed to practice in Texas

✓ **A STATEMENT THAT THE FIRM WILL MEET THE INDEPENDENCE STANDARDS OF GOVERNMENT AUDITING STANDARDS, UNITED STATES GOVERNMENT ACCOUNTABILITY OFFICE (GAO)**

Weaver confirms that we will meet the independence standards of GAO.

✓ **A STATEMENT THAT NEITHER THE FIRM NOR ANY OF ITS FIRM PERSONNEL HAVE A CONFLICT OF INTEREST WITH REGARD TO ANY OTHER WORK PERFORMED BY THE FIRM FOR THE CITY**

Neither Weaver nor any of our personnel have a conflict of interest with regard to any other work performed by the firm for the City.

Thank you for the opportunity to submit our qualifications. Should you have any questions regarding our proposal or any other matter, please don't hesitate to contact me at any time.

Sincerely,



Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services
832.320.3275 | brandon.tanous@weaver.com

2. Technical Qualifications

a) Work Performance and Experience with Similar Projects

Our Experience

With more than 70 years of experience meeting the assurance and advisory needs of government entities, Weaver understands the complexities of your financial operations and the challenges and risks specific to municipalities. More than 300 government entities – including four of the 12 largest cities in the U.S. – have engaged Weaver to perform engagements across numerous departments and over a variety of polies, processes and activities. Relevant client experience includes:

CITY OF TOMBALL, TX – Weaver recently completed an **internal control evaluation of the City's payroll processes and procedures, including the City's Police and Fire Departments**. Our engagement focused on policies, procedures, systems, approval and segregation of duties – including for special payments such as overtime – in order to identify potential sources of risk that could lead to payment errors, inconsistencies, fraud or misuse.

CITY OF HOUSTON, TX – Weaver has a long-standing relationship with the City of Houston, including performing a **process evaluation and internal control assessment over City-wide payroll processes**. Weaver also provided consulting services related to pay differentials between **the City's Police Department** and Fire Department. As the City embarked on an initiative to ensure equitable pay between the two departments, we assisted the City in evaluating their salary methodology and calculations.

CITY OF LEWISVILLE – Weaver is engaged by the City to perform multiple internal audits, including over public safety components such as their **Police Department and payroll operations**.

HOUSTON-GALVESTON AREA COUNCIL – As part of a broad and ongoing grants-related engagement performing financial monitoring and billing reviews of nearly a dozen contracts, **Weaver tests payroll** for allowability, approvals, accurate coding and classifications. We've also provided **forensic services**, including the review of certain vendor contracts for purposes of identifying any potential fraud, waste and abuse.

CITY OF AUSTIN, TX – Weaver was retained to perform an independent investigation into conflict of interest allegations, as well as **allegations of improper payments received by a high-ranking City employee** related to city contracts over a multi-year time period. We analyzed various types of business records, including payroll information, board minutes and financial documents, reviewed of thousands of emails and correspondence, and interviewed City employees and other individuals to determine whether the City employee's actions violated provisions of the City code's standards of conduct or other potentially applicable statutes.

CONFIDENTIAL CLIENT: CENTRAL TEXAS COUNTY AND RELATED HEALTH DISTRICT – Weaver was engaged by a Central Texas County and its Related Health District to **perform an independent review and evaluation of overtime pay** incurred in response to the COVID-19 pandemic under the Health District's Catastrophic Pay Policy. We evaluated compliance with the Health District's policies and reviewed timekeeping forms, activity logs and payroll data maintained in the electronic time entry system to identify any unsupported or undocumented overtime entries.

CITY OF MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND – Weaver recently provided forensic services related to this Texas pension fund, including a review of investment performance, **expenditures and the impact of overtime pay** on the actuarial liability for the pension fund.

300+
Government clients
annually

40+
Cities & towns

100+
Local/regional
entities

50+
School districts

20+
State agencies

References

CITY OF TOMBALL – Jessica Rogers | Assistant City Manager | 281.290.1475 | jrogers@tomballtx.gov

CITY OF HOUSTON – Arif Rasheed | Deputy Director – Finance Department | 832.393.9013 | arif.rasheed@houstontx.gov

CITY OF AUSTIN – Brian Molloy, JD, CFE, CIA | Chief of Investigations | 512.974.6013 | brian.molloy@austintexas.gov

b) Capacity to Perform and Team Resumes

Your engagement team – all current Weaver employees – have been hand-picked for their understanding of municipal internal audits. Weaver takes a function-specific approach to engagement, focusing on leveraging the right resources at the right times, ensuring that teams are assigned based on the City's specific tasks and needs.

Internal Audit Team



Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services

Brandon has over 15 years of internal audit and advisory experience, including extensive work for cities, government agencies, councils of government, and higher education. His primary focus is on grant and contract monitoring, internal audit, fraud detection, business process improvement, internal control evaluation and risk management. He is a Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE) and Certified Government Auditing Professional (CGAP), and holds a Certification in Risk Management Assurance (CRMA).



Brandon is also a compelling public speaker and trainer, presenting on topics such as “Ethics and Governance in Government,” “Unusual Suspects: Fraud Committed by Long-Term Employees,” and “Fraud Risk and Control: Recognizing the Prevalence of Fraud and the Importance of Prevention.” He is a member of the Board of Governors and Past President of the Houston Chapter of the Institute of Internal Auditors (IIA), and a member of the IIA's Chapter Relations Committee and the Association of Certified Fraud Examiners (ACFE). He earned a Bachelors and Masters of Public Administration from Texas State University.

Representative Clients: City of Tomball, City of Houston, City of Irving, City of Lewisville, City of Midland, City of Denton, City of Corpus Christi, El Paso County, METRO, Houston-Galveston Area Council, and Texas Department of Public Safety



Jeff Jones, CIA, MBA | Manager, Risk Advisory Services

Jeff is a skilled internal audit practitioner with five years of end-to-end audit cycle experience. He is adept in both internal and external audit processes as well as advisory and consultative services. Jeff is a dedicated leader with the ability to independently perform risk assessments, test controls, document work papers, interview process owners and report to leadership.



Jeff is a CIA and a member of the IIA. He earned a Master of Business Administration from Texas A&M University and a bachelor's degree from Texas State University.

Representative Clients: City of Tomball, Blinn College, Texas Health and Human Services Commission, Texas Medical Board, Texas State Board of Pharmacy, Texas Council for Developmental Disabilities, Texas Medicaid and Healthcare Partnership, Texas Windstorm Insurance Agency



Carmen Young | Supervisor, Risk Advisory Services

Carmen has more than 16 years of experience in accounting heavily focused on risk management and compliance. Her areas of emphasis include risk management and regulatory compliance, working with both federal and state regulators. A former Big Four senior associate, she earned experience with federal government and United States Air Force audits.

She is Lean Six Sigma Yellow Belt Certified, and is currently in process towards a Certified Governmental Financial Manager (CGFM) certification. She earned a Bachelor of Business Administration, management, from Texas A&M University – San Antonio, graduating *magna cum laude*.

Representative Clients: City of Lewisville, Del Mar College and Lower Colorado River Authority

As Needed: Forensics Team



Jared C. Jordan, CFE | Partner-in-Charge, Forensics and Litigation Services

Jared leads Weaver's Forensics and Litigation Service practice, and has more than 20 years of experience assisting clients with the financial aspects of disputes and investigations, including serving as an expert witness in state and federal court, as well as in arbitration. His experience includes conducting fraud and financial forensic investigations, as well as examining and assessing policies and procedures, corporate governance practices and internal controls for governmental and quasi-governmental entities resulting from allegations of fraud, financial misrepresentation, conflicts of interest, employee, officer and director misconduct, misuse of funds and breach of fiduciary duty, among others.

A CFE, he is the Director of the Austin Chapter of the Association of Certified Fraud Examiners (ACFE) and a member of the ACFE's Advisory Council. He is a frequent public speaker, with topics including "Fraud, Waste and Abuse in the Public Sector: A Look at Best Practices for Investigation and Prevention," "Overview of Forensic, Fraud and Special Investigations," and "Fraud Deterrence Through Effective Internal Controls." He earned a Bachelor of Business Administration, finance, from the University of Texas at Austin.

Representative Clients: City of Austin and its Police Department, City of Del Rio, Pedernales Electric Cooperative, Public Utility Commission of Texas, Electric Reliability Council of Texas (ERCOT), Texas Attorney General, Department of Justice, Internal Revenue Service (IRS), Weslaco ISD and DeSoto ISD



Travis Casner, CFE | Managing Director, Forensics and Litigation Services

Travis has over 12 years of experience providing investigative and forensic accounting services for entities in the public and private sectors. Travis has led numerous financial forensics investigations involving allegations of fraud, embezzlement, conflicts of interest and employee misconduct and theft. He also has extensive experience in digital forensics, asset tracing, reviewing and evaluating governance practices and internal controls, as well as analyzing complex data sets and locating and analyzing various types of electronic data including emails and financial records.

A CFE, he is a member of the ACFE, and frequently speaks on fraud-related topics such as "Leveling Up Fraud Analytics: Using New Technologies to Catch Old Schemes," and "Fraud: Do Everyone You Can and the Easy Ones Twice!"

Representative Clients: City of Austin and its Police Department, City of Forney, City of Alvin, City of Grapevine, City of Del Rio, City of Crockett, Pedernales Electric Cooperative, Public Utility Commission of Texas, Electric Reliability Council of Texas (ERCOT), Texas Attorney General, Department of Justice, Weslaco ISD and DeSoto ISD

c) Ability to Carry Out Scope

Weaver confirms that we have the resources to carry out the City's requested scope of work within the proposed timeline. A full-service CPA firm with a large government services practice, we can draw upon additional resources for various assignments, as needed. Our team members have a broad range of internal controls knowledge, IT and forensic audit experience – as well as extensive understanding of municipal government – all on a single, integrated team.

d) Proposed Plan

Project Approach

1 Phase 1: Planning & Exploration

We'll start by conducting a planning meeting with the Payroll Department and key City management to establish timelines, discuss areas of focus, deliverables and overall project expectations. We'll also develop and confirm our evaluation approach, along with determining key milestones and deadlines that align with the Payroll Department's and City management's expectations.

We'll also request and review current policies, procedural documentation and desk manuals to gain an understanding of the City's current environment. Weaver will convene a kick-off meeting with the Payroll Department, Police Department and key City management to discuss the payroll processes and special pay scales, along with any questions, challenges and concerns that we should consider as part of the evaluation.

Additional follow-up meetings will occur as needed to ensure a complete understanding of the current environment, structure, roles and responsibilities. The information obtained from this exploratory phase will be used to assist in the focus of the evaluation.

2 Phase 2: Fieldwork

Our fieldwork will include three key segments:

1. Policy and Procedure Review
2. Internal Control Design Evaluation
3. Test of Operating Effectiveness

We recommend performing these three segments in two phases, which will help inform the City which identified key controls should be tested to provide validation of effectiveness.

Phase 1: Policy and Procedure Review and Internal Control Design Evaluation

The initial phase will develop the baseline understanding and identification of the people, processes, technology, and controls for the City's Payroll processes. This phase will identify any control gaps that could impact the efficiency, effectiveness and consistency of processes performed.

Policy and Procedure Review

We'll perform an in-depth review and evaluation of the City's payroll Policies and Procedures, determining if the policies and procedures in place meet state and local government requirements and best practices for Texas municipalities. This review will identify where policies and procedures can be expanded, enhanced or streamlined, and will establish the baseline expectations for the internal control evaluation.

Internal Control Evaluation

We'll evaluate the Payroll Department's processes and practices by identifying the internal controls performed for each sub-process area to address risks to the City. We'll evaluate the processes and practices performed in their current state for the following sub-process areas:

- ▶ Payroll Records and Maintenance
- ▶ Timekeeping and Approval
- ▶ Payroll Processing
- ▶ Payroll Recording / Distribution
- ▶ Payroll Reconciliation
- ▶ Employee Data and Safekeeping

We'll perform interviews and walkthroughs with Police and Payroll Management personnel to identify the practices and procedures performed. We'll also evaluate processes for efficiency, effectiveness and stakeholder experience to determine what enhancements can be made to improve timeliness and compliance of Payroll practices. In addition, the technology utilized to process and manage the payroll process will be evaluated to ensure effective processes, controls and security over the data and reporting.

Control gaps and areas for improvement to efficiency and effectiveness will be identified through points for consideration, along with detailed recommendations for improvement. The points for consideration will be provided to management for further action and future follow-up by City Management.

The controls and control gaps identified in Phase 1 will help inform which controls and processes to test for operating effectiveness in Phase 2. Areas of High and Moderate risk will be recommended for validation of effectiveness, while areas of low risk will be recommended for internal City management to evaluate.

Phase 2: Tests of Operational Effectiveness

The second phase of the Payroll Evaluation will leverage the key controls identified in Phase 1 to select for testing. We'll utilize the period consisting of calendar years 2019 – 2021 as the scope period to select payroll transactions and evaluate for completeness, compliance and consistency. We'll utilize random sampling to select the payroll transactions, along with judgmental selection for any known transaction issues identified by the City, such as personnel requested changes to deductions, uses of leave types, validation of inputs to I-9 and W-4 forms, accuracy of W-2s, and utilization and approvals of overtime and other special pays.

Test of Operating Effectiveness

We'll perform test of effectiveness of key controls identified during the design evaluation. The tests will be performed by selecting a sample of transactions over a defined scope period and testing for proper approvals, consistency, compliance, accuracy and timeliness. We'll also perform data analytics to identify outliers and the cause(s) of incomplete or inaccurate payrolls. Typical payroll populations and transactions to test may include the following:

- ▶ Approval of timesheets by appropriate supervisors
- ▶ Agreement of payroll to timesheets, paystubs and payroll register
- ▶ Completeness and accuracy of payroll reconciliations
- ▶ Completeness, accuracy and timeliness of personnel changes within the payroll system, including salary, title, employment status, etc.
- ▶ Approval, accuracy and appropriateness of bonuses and special payments
- ▶ Accuracy and timely distribution of taxes, garnishments and other withholdings to appropriate parties
- ▶ Accuracy of overtime calculation and payments
- ▶ Identification of inactive, incomplete or duplicate employee records, including addresses, social security numbers, employee number, etc.

Forensic Audit Services

The results identified during Fieldwork portion of the internal audit may identify instances of possible fraud, waste or abuse. If such findings are identified, Weaver will coordinate with City Management and your Legal Counsel to perform a forensic investigation of areas identified for further review. Procedures will include:

- ▶ Examining payroll transactions (and supporting documentation) identified for further review
- ▶ Examining and reviewing relevant electronic data, including email communications and other available data
- ▶ Conducting interviews with appropriate individuals, including information-seeking / witness interviews and subject interviews

Additional information regarding our approach is provided in a subsequent section of this proposal, 2. **Technical Qualifications, d) Proposed Plan, As Needed: Approach for Forensic Services.**

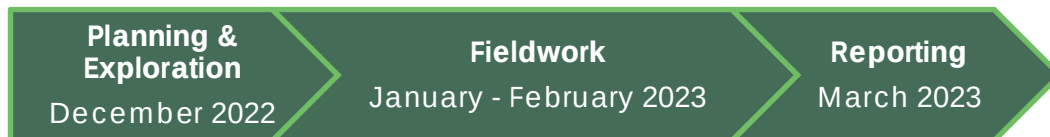
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Phase 3: Reporting

We'll conduct an exit meeting with the Payroll Department and key City Management, where we'll formally share the results of our evaluation and the drafts of the project deliverables. The deliverables will include a memorandum outlining the procedures performed, results and supplemental schedules for the Points for Consideration and corresponding recommendations for improvement. Following input on the draft results and deliverables from the Payroll Department and City management, we'll finalize and redistribute the deliverables for future use.

Anticipated Timeline

We're committed to collaborative planning with the appropriate stakeholders and adherence to set timelines and milestones, and will work with the City to develop a mutually agreed-upon timeline. Based on the City's RFP, we anticipate that this engagement will be performed as follows:



Anticipated Problems

Weaver doesn't anticipate any potential audit problems. We work to preemptively identify potential sources of delay through a comprehensive planning process, and with this early planning and partner involvement from the start, we've found that we can plan preventive measures and tackle technical issues early, before work even begins. We also communicate frequently so that any unexpected issues or delays that arise during the course of the engagement, are addressed immediately. Our integrated firm organization also enables partners to draw staff from other offices when needed to keep audits on schedule or address difficult technical challenges.

Special Assistance from the City

We understand that City staff members are in charge of the finances of a large enterprise; our objective is to allocate only those tasks to you that will result in the greatest cost-efficiency overall. During the engagement planning process, we'll jointly determine and outline assistance needed from City personnel, including schedules and information as well as time and availability required throughout the engagement to answer questions, etc. For all requests for information, we'll provide your staff with adequate lead time to prepare the requested materials.

As Needed: Approach for Forensic Services

Phase One: Plan & Scope

We'll begin work with a review of the allegation to gain an understanding of the issues and to formulate a preliminary work plan for the forensic investigation. At the conclusion of Phase One, we'll provide an investigative work plan based on information gathered during discussions with the City. This work plan will include our estimated fees to complete the investigation, as well as a timeline for completion.



Phase Two: Investigate & Analyze

We'll then execute the investigative work plan prepared during Phase One, including the review and analysis of relevant financial documents and data, email communications and perform interviews with the appropriate parties. This will include a thorough review of internal policies, processes and procedures. Throughout the course of an investigation, it's not uncommon to find processes and procedures that need to be revised. We'll identify these during the engagement, and our extensive experience working with government entities has also given us insight into what policies and safeguards are the most effective at preventing, identifying and remediating fraud, waste and abuse.

We'll keep the City up-to-date about the work performed, any preliminary observations or findings, and remaining work to be completed.

Phase Three: Document & Report

At the end of the forensic investigation, our team will provide a comprehensive investigative report, including thorough documentation of our findings and recommendations for preventing future losses. Our findings will support any appropriate administrative or legal proceedings, and we'll also provide necessary expert testimony.

Our professionals are CPAs, CFFs, CFEs, CIAs, MAFFs, CFAs, JDs, Pls, Ph.Ds and ASAs, and we understand the importance of independence, confidentiality, thoroughness and accuracy in the work that we perform. Our professionals' work has been accepted and relied upon by numerous cities, school districts, regulators, state and federal agencies, law enforcement, and judges and juries around the country.

3. References, Cost Control Experience, Results

We know that the best indicator of our performance is our clients themselves. We encourage you to contact any of the references provided in **2. Technical Qualifications, a) Work Performance and Experience with Similar Projects** to discuss the knowledge of our professionals, the quality of our approach and our commitment to client service.

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

MEETING DATE: November 15, 2022

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending September 30, 2022
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BACKGROUND:	Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. Attached is a memorandum explaining changes in the City's investments as well as a detailed investment report for the quarter ending September 30, 2022.
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RECOMMENDATION:	N/A
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ATTACHMENTS:	Quarterly Investment Report for FY 2021-2022 Period Ending September 30, 2022
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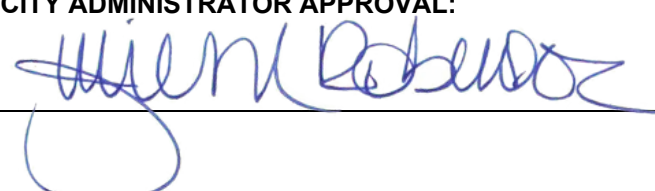
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
---------------------------------	-------------------------------------

Michelle Yi, City Treasurer



DIVIDER PAGE



EST. 1955

SPRING VALLEY
VILLAGE**MEMORANDUM**

TO: Honorable Mayor and Council Members
FROM: Michelle Yi, City Treasurer
CC: Julie Robinson, City Administrator
DATE: November 15, 2022
SUBJECT: Quarterly Investment Report for the Period Ended September 30, 2022

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

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

Portfolio Recap:

- Year-to-Date, The TexPool earned an average yield of 0.6991%
- Year-to-Date, The Texas Class earned an average yield of 0.7937%
- Throughout the quarter, the City's investments earned interest \$123,736.11

During the fourth quarter of FY 2022, the Federal Open Market Committee (FOMC) voted to raise the Fed Funds Target Rate by 150 basis points to a new range of 3.00% to 3.25% and anticipates that ongoing increases in the target range will be appropriate. Staff continues to closely monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for the Quarter that Ended September 30, 2022. This information shows that the beginning market value was \$26,625,348.18 as of October 1, 2021, and the ending market value was \$25,009,205.72 on September 30, 2022. Also included are spreadsheets showing the book value additions of \$28,252,249.29 and book value withdrawals of \$29,88,391.75 for fiscal year-to-date activity.

As of September 30, 2022, the City's cash and investments were as follows:

<u>INVESTMENTS</u> <u>CATEGORY</u>	<u>ORIGINAL</u> <u>FACE VALUE</u>	<u>BOOK</u> <u>VALUE</u>	<u>MARKET</u> <u>VALUE</u>	<u>MARKET % OF</u> <u>PORTFOLIO</u>
Cash in Demand Accounts	\$ 1,405,872	\$ 1,405,872	\$ 1,405,872	5.62%
Certificates of Deposit (CDs)	\$ 217,863	\$ 217,863	\$ 217,863	0.87%
Investment Pools	\$ 23,385,471	\$ 23,385,471	\$ 23,385,471	93.51%
Money Market/Savings	\$ -	\$ -	\$ -	0.00%
	<u>\$ 25,009,206</u>	<u>\$ 25,009,206</u>	<u>\$ 25,009,206</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of September 30, 2022, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$513,078.59.

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

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

Investment Officer:

Michelle Yi, City Treasurer

CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
September 30, 2022

<u>INVESTMENTS</u> <u>CATEGORY</u>	<u>ORIGINAL</u> <u>FACE VALUE</u>	<u>BOOK</u> <u>VALUE</u>	<u>MARKET</u> <u>VALUE</u>	<u>MARKET % OF</u> <u>PORTFOLIO</u>
Cash in Demand Accounts	\$ 1,405,872	\$ 1,405,872	\$ 1,405,872	5.62%
Certificates of Deposit (CDs)	\$ 217,863	\$ 217,863	\$ 217,863	0.87%
Investment Pools	\$ 23,385,471	\$ 23,385,471	\$ 23,385,471	93.51%
Money Market/Savings	\$ -	\$ -	\$ -	0.00%
	<u>\$ 25,009,206</u>	<u>\$ 25,009,206</u>	<u>\$ 25,009,206</u>	<u>100.00%</u>

Weighted Average Maturity *	2 Days
Weighted Average Yield*	2.2755%
Comparative Yields:	
	3-month Tsy Bill 3.3300%
	6-month Tsy Bill 3.9200%
	2-year Tsy Note 4.2200%

* Does include cash accounts

CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended September 30, 2022

Account Description	Date		Rate/ Coupon	Purchase Yield	Purchase Price	Market Price	Face Amount	Beginning Values @ 10/1/21		Ending Values @ 09/30/2022		Accrued Interest
	Purchase	Maturity						Book Value	Market Value	Book Value	Market Value	
Cash Accounts												
Wells Fargo - Pooled Cash	09/30/22	10/01/22	0.4000%	0.4000%	\$ -	\$ -	\$ 990,095.53	\$ 529,183.35	\$ 529,183.35	\$ 990,095.53	\$ 990,095.53	\$ -
Wells Fargo - Harris County Child Safety	09/30/22	10/01/22	0.4000%	0.4000%	-	-	4,968.62	62,752.02	62,752.02	4,968.62	4,968.62	-
Wells Fargo - Savings	09/30/22	10/01/22	0.4000%	0.4000%	-	-	7,531.46	167,208.84	167,208.84	7,531.46	7,531.46	-
Wells Fargo - Court On-Line Pay	09/30/22	10/01/22	0.4000%	0.4000%	-	-	9,265.66	8,943.47	8,943.47	9,265.66	9,265.66	-
Wells Fargo - GO/CO Bonds	09/30/22	10/01/22	0.4000%	0.4000%			35,601.79	15,546.63	15,546.63	35,601.79	35,601.79	-
Wells Fargo - Reserved for Bond	09/30/22	10/01/22	-	-	-	-	358,408.47	358,408.47	358,408.47	358,408.47	358,408.47	-
Sub-total							1,405,871.53	1,142,042.78	1,142,042.78	1,405,871.53	1,405,871.53	-
Certificates of Deposit												
Allegiance Bank #1002083862	12/18/21	12/17/22	0.2000%	0.2000%	-	-	217,862.92	212,019.46	212,019.46	217,862.92	217,862.92	343.81
Sub-total							217,862.92	212,019.46	212,019.46	217,862.92	217,862.92	343.81
Investment Pools												
TexPool - General Fund	09/30/22	10/01/22	2.8465%	2.8465%			5,586,305.86	5,246,688.00	5,246,688.00	5,586,305.86	5,586,305.86	-
TexPool - Utility Fund	09/30/22	10/01/22	2.8465%	2.8465%			1,485,040.49	1,524,317.73	1,524,317.73	1,485,040.49	1,485,040.49	-
TexPool - Capital Replacement Fund	09/30/22	10/01/22	2.8465%	2.8465%			1,220,382.31	1,751,248.47	1,751,248.47	1,220,382.31	1,220,382.31	
TexPool - Capital Improvement Fund	09/30/22	10/01/22	2.8465%	2.8465%			3,175,567.64	5,759,630.33	5,759,630.33	3,175,567.64	3,175,567.64	
Texas Class - General Fund	09/30/22	10/01/22	3.1428%	3.1428%			3,569,038.81	2,500,968.82	2,500,968.82	3,569,038.81	3,569,038.81	
Texas Class - CLFRF Fund	09/30/22	10/01/22	3.1428%	3.1428%			1,075,753.24	535,098.15	535,098.15	1,075,753.24	1,075,753.24	
Texas Class - Capital Improvement Fund	09/30/22	10/01/22	3.1428%	3.1428%			7,273,382.92	7,711,591.98	7,711,591.98	7,273,382.92	7,273,382.92	
Sub-total							23,385,471.27	25,029,543.48	25,029,543.48	23,385,471.27	23,385,471.27	-
Money Market/Savings Accounts												
Veritex Bank	09/30/22	10/01/22	0.2500%	0.2500%	-	-	-	241,742.46	241,742.46	-	-	-
Sub-total							-	241,742.46	241,742.46	-	-	-
Total							\$ 25,009,205.72	\$ 26,625,348.18	\$ 26,625,348.18	\$ 25,009,205.72	\$ 25,009,205.72	\$ 343.81

CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
For the Quarter Ended September 30, 2022

Account Description	Date	Rate/ Coupon	Face Amount	Beginning Balance		Fiscal Year-To-Date Activity			Ending Balance		
				10/01/21	10/01/21	Deposits/	Withdrawals/	Incr/(Decr)	09/30/22	09/30/22	
				Book Value	Market Value	Purchases	Maturities/Calls	Market Value	Book Value	Market Value	
Cash Accounts											
Wells Fargo - Pooled Cash	09/30/22	10/01/22	0.4000%	\$ 990,095.53	\$ 529,183.35	\$ 529,183.35	\$ 22,863,808.23	\$ 22,402,896.05	-	\$ 990,095.53	\$ 990,095.53
Wells Fargo - Harris County Child Saf	09/30/22	10/01/22	0.4000%	4,968.62	62,752.02	62,752.02	5,524.07	63,307.47	-	4,968.62	4,968.62
Wells Fargo - Savings	09/30/22	10/01/22	0.4000%	7,531.46	167,208.84	167,208.84	322.62	160,000.00	-	7,531.46	7,531.46
Wells Fargo - Court On-Line Pay	09/30/22	10/01/22	0.4000%	9,265.66	8,943.47	8,943.47	322.19	-	-	9,265.66	9,265.66
Wells Fargo - GO/CO Bonds	09/30/22	10/01/22	0.4000%	35,601.79	15,546.63	15,546.63	920,055.16	900,000.00	-	35,601.79	35,601.79
Wells Fargo - Bond Reserved	09/30/22	10/01/22	0.4000%	358,408.47	358,408.47	358,408.47	-	-	-	358,408.47	358,408.47
Sub-total				1,405,871.53	1,142,042.78	1,142,042.78	23,790,032.27	23,526,203.52	-	1,405,871.53	1,405,871.53
Certificates of Deposit											
Allegiance Bank #1002083862	12/18/21	12/17/22	0.2000%	217,862.92	212,019.46	212,019.46	5,843.46	-	-	217,862.92	217,862.92
Sub-total				217,862.92	212,019.46	212,019.46	5,843.46	-	-	217,862.92	217,862.92
Investment Pools											
TexPool - General Fund	09/30/22	10/01/22	2.8465%	5,586,305.86	5,246,688.00	5,246,688.00	1,539,617.86	1,200,000.00	-	5,586,305.86	5,586,305.86
TexPool - Utility Fund	09/30/22	10/01/22	2.8465%	1,485,040.49	1,524,317.73	1,524,317.73	10,722.76	50,000.00	-	1,485,040.49	1,485,040.49
TexPool - Capital Replacement Fund	09/30/22	10/01/22	2.8465%	1,220,382.31	1,751,248.47	1,751,248.47	9,133.84	540,000.00	-	1,220,382.31	1,220,382.31
TexPool - Capital Improvement Fund	09/30/22	10/01/22	2.8465%	3,175,567.64	5,759,630.33	5,759,630.33	425,937.31	3,010,000.00	-	3,175,567.64	3,175,567.64
Texas Class - General Fund	09/30/22	10/01/22	3.1428%	3,569,038.81	2,500,968.82	2,500,968.82	1,068,069.99	-	-	3,569,038.81	3,569,038.81
Texas Class - CLFRF Fund	09/30/22	10/01/22	3.1428%	1,075,753.24	535,098.15	535,098.15	540,655.09	-	-	1,075,753.24	1,075,753.24
Texas Class - Capital Improvement F	09/30/22	10/01/22	3.1428%	7,273,382.92	7,711,591.98	7,711,591.98	861,790.94	1,300,000.00	-	7,273,382.92	7,273,382.92
Sub-total				23,385,471.27	25,029,543.48	25,029,543.48	4,455,927.79	6,100,000.00	-	23,385,471.27	23,385,471.27
Money Market/Savings Accounts											
Veritex Bank	09/30/22	10/01/22	0.2500%	-	241,742.46	241,742.46	445.77	242,188.23	-	-	-
Sub-total				-	241,742.46	241,742.46	445.77	242,188.23	-	-	-
Total				\$ 25,009,205.72	\$ 26,625,348.18	\$ 26,625,348.18	\$ 28,252,249.29	\$ 29,868,391.75	\$ -	\$ 25,009,205.72	\$ 25,009,205.72