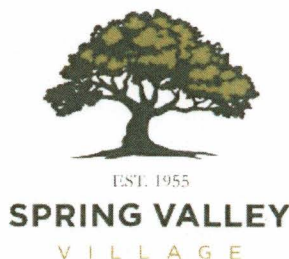




Regular City Council Meeting
January 24, 2023
5:00 p.m.

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, January 24, 2023, beginning at 5:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

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/84226744562>

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: 842 2674 4562 and #.

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

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

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

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

5.1 Minutes for Regular Called City Council Meeting on December 13, 2022

5.2 2022 Racial Profiling Report presented by the Spring Valley Village Police Department

- 5.3 Resolution 23-XX – A Resolution Of The City Council Of The City Of Spring Valley Village, Texas, Approving An Interlocal Agreement Between Harris County, Texas, And The City Of Spring Valley Village, Texas, To House, Support, Maintain, And Confine Municipal Prisoners In Harris County Jails; Providing For The Incorporation Of Preamble; Authorizing Execution Of The Agreement By The Mayor; And Providing An Effective Date.
- 5.4 Resolution 23-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 Metrocity, LLC. In The Amount Of \$127,405.10 Pursuant To The Agreement By And Between The City Of Spring Valley Village, Texas And Metrocity, LLC. For Cedarspur, Burkhardt, And Winningham (East Of Voss) Pavement & Utility Improvements Project (CSB #2022-01-101); Providing For Incorporation Of Preamble; And Providing An Effective Date.
- 5.5 Approval of Pay Estimate No. 7 for Cedarspur, Burkhardt, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of \$ 93,740.92

6. RECESS REGULAR CITY COUNCIL MEETING

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

7. RECONVENE MEETING OF CITY COUNCIL

OLD BUSINESS

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** December 2021 Police Department Staff Report (Chief Schulze):
 1. Number of Calls for Service
 2. Number of Traffic Violations
9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on December 20, 2022, and Any Special Meetings That May Have Occurred since December 20, 2022. (Mayor Pro-Tem Carpenter / Council Member Bothe)

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Changing The Dates Of The City Council Meetings For May, July, November, And December.
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2023-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH HARRIS COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF

HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

12. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Staff:

1. Status of Cedarspur, Burkhart, Winningham (East of Voss)
2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle)
3. Status of Brighton Place Utilities and Pavement Improvements Project
4. Status of Bingle Road Road Diet

13. EXECUTIVE SESSION: The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:

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

14. RECONVENE

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

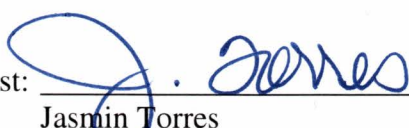
16. ADJOURNMENT

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 January 24, 2023 agenda of items to be considered by City Council was posted on or before the 20th day of January 2023, at 3:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Jasmin 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 at 713-461-7969, or Email jtorres@springvalleytx.com for further information.

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, DECEMBER 13, 2022 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:00 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro Tem Allen Carpenter

Council Member Bo Bothe (arrived at 6:11 p.m.)

Council Member Steve Bass

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

None.

2. INTRODUCTIONS

Julie M. Robinson, City Administrator

Zachary Meadows, Director of Community Development

Jasmin Torres, City Secretary

Michelle Yi, City Treasurer

Loren Smith, City Attorney

Mark Schulze, Acting Police Chief

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.**

4.1.1 Jason Griffin, Troop Leader with Troop 642, was in attendance.

4.1.2 James Peterson, a scout with Troop 642, was in attendance.

4.1.3 Daniel Going, a scout with Troop 642, was in attendance.

4.1.4 Jack Hewitt, a scout with Troop 642, was in attendance.

4.1.5 Henry Going, a scout with Troop 642, was in attendance.

4.1.6 Caleb Dean, a scout with Troop 642, was in attendance.

4.1.7 Preston Perego, a scout with Troop 642, was in attendance.

- 4.1.8 Chris Perego, a scout with Troop 642, was in attendance.
- 4.1.9 Chase Zion, a scout with Troop 642, was in attendance.
- 4.1.10 Brian T. Muecke, who lives at 811 Hedwig Way in Hedwig Village, was in attendance to hear the City's appointed Fire Commissioners' report from the last Village Fire Department meeting from Spring Valley Village as none was given at the last City Council meeting in Hedwig Village.

5. CONSENT AGENDA

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

- 5.1 Minutes for Regular City Council Meeting on November 9, 2022
- 5.2 Minutes for Regular City Council Meeting on November 15, 2022
- 5.3 Ordinance No. 2022-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE SCHEDULE OF CHARGES AND FEES FOR THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, AND RECYCLABLES; PROVIDING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.
- 5.4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING A GASB STATEMENT NO. 87 POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

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

6. RECESS REGULAR CITY COUNCIL MEETING

- 6.1 Regular Meeting of the Board of Directors of the Spring Valley Legacy Fund, Inc.
The Regular meeting of the City Council recessed at 6:06 p.m.

7. RECONVENE MEETING OF CITY COUNCIL

The Regular meeting of the City Council reconvened at 6:12 p.m.

OLD BUSINESS

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

- 1. Number of Calls for Service – 1,910
- 2. Number of Traffic Violations - 994
- 3. Update on New Personnel – Chief Schulze introduced officers Chris Garcia and Joshua Martinez. Officer Rick Martel was promoted to Corporal and Officer Aerial Clawson was promoted to Sergeant. Chief Schulze and Captain Lane presented a

special award to Michael Marquez, a Communication Officer who helped a caller on November 16, 2022, in a crisis situation although the call was for another jurisdiction.

At this time, Mayor Vajdos asked that Agenda Items 9 through 10 be discussed after the Council reconvened from the Executive Session. Council Member Carpenter made a motion for Agenda Items 9 through 10 to be discussed after the Executive Session, and Council Member Bothe seconded the motion. Motion carried 5-0.

NEW BUSINESS

- 11. CONDUCT A PUBLIC HEARING CONCERNING:** AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS TO AMEND SUBSECTION 02.01, GARAGES AND CARPORTS, OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT “A”; OF EXHIBIT A, ZONING REGULATIONS, OF CHAPTER 12, PLANNING AND ZONING, TO REQUIRE THAT A GARAGE HAVE A MINIMUM OPENING TO ACCOMMODATE ACCESS FOR AT LEAST TWO (2) CARS; TO REQUIRE A SIDE LOADING GARAGE TO HAVE A MINIMUM SETBACK OF TWENTY-EIGHT FEET (28’) FROM THE LOT LINE THAT IT FACES; AND TO REQUIRE A TEN FOOT (10’) SPACE BETWEEN THE REARMOST EAVE LINE OF THE PORTE-COCHERE AND ANY OTHER ROOFLINE OF THE RESIDENTIAL STRUCTURE OR GARAGE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

Mayor Vajdos opened the Public Hearing at 6:20 p.m.

A. Presentation of Proposed Zoning Ordinance Changes

Director of Community Development Zachary Meadows briefed the Council on the three text amendments to the zoning ordinance which were:

1. Changing the language to reflect the definition of a porte-cochere as there have been many approved that by definition are actually carports
2. Adding language that clarifies the garage configurations and the requirements for the minimum width and sides of the openings for the garage
3. Side-loading garages now have a 28-foot setback requirement

B. Those In Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Vajdos adjourned the Public Hearing at 6:25 p.m.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS TO AMEND SUBSECTION 02.01, GARAGES AND CARPORTS, OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT “A”; OF EXHIBIT A, ZONING REGULATIONS, OF CHAPTER 12, PLANNING AND ZONING, TO REQUIRE THAT A GARAGE HAVE A MINIMUM OPENING TO ACCOMMODATE ACCESS FOR AT LEAST TWO (2) CARS; TO REQUIRE A SIDE LOADING GARAGE TO HAVE A MINIMUM SETBACK OF TWENTY-EIGHT FEET (28’) FROM THE LOT LINE THAT IT FACES; AND TO REQUIRE A TEN FOOT (10’) SPACE BETWEEN THE REARMOST EAVE LINE OF THE PORTE-COCHERE AND ANY OTHER ROOFLINE OF THE RESIDENTIAL STRUCTURE OR GARAGE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

Mayor Vajdos read the Ordinance by caption only. Council Member Dominy made a motion to approve the Ordinance as presented, and Council Member Bass seconded the motion. Motion carried 5-0.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2022-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ADOPTING AMENDMENT NO. 1 TO THE ORIGINAL BUDGET OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, FOR THE FISCAL YEAR 2021-2022; FUNDING CERTAIN OBLIGATIONS OF THE CITY DURING THE BUDGET PERIOD NECESSARY FOR THE PROVISION OF CITY SERVICES; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.

City Treasurer Michelle Yi advised the Council that the Fiscal Year 2022 transfers and amendments outlined and presented to Council are what are currently recommended to true-up fluctuations in the 2022 budget based on actuals. This budget amendment adjustment includes unaudited revenues over expenditures of \$640, 065 for General Fund and \$179,490 for the Utility Fund. Staff will continue to work on Fiscal Year 2022 year-end close and any additional transfers or amendments will be brought to Council if needed.

Council Member Dominy made a motion to approve Budget Amendment No. 1 for Fiscal Year 2021-2022, and Council Member Carpenter seconded the motion. Motion carried 5-0.

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

1. Status of Cedarspur, Burkhart, Winningham (East of Voss)

Director of Public Works Kristina Watson informed the Council that the contractor working on this project, Metro City, has now begun to pour driveways on Winningham Lane. Metro City has completed the list given to them by the Public Works Department for additional work needed after the issue with meters that had been swapped at several addresses.

2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle)

Director of Public Works Kristina Watson informed the Council that City Administrator Julie Robinson is currently reviewing the front-end bid documents. The bid for this project is projected to go out in the first quarter of 2023.

3. Status of Brighton Place Utilities and Pavement Improvements Project

Director of Public Works Kristina Watson informed the Council that she recently met with the engineers, and they are currently working on getting a Geotech survey, and have completed 30% of construction designs.

4. Status of Bingle Road Road Diet

Ms. Watson advised that there is currently no update or change from the last update that was provided to the Council.

15. EXECUTIVE SESSION

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

Council adjourned into Executive Session at 6:37 p.m.

16. RECONVENE

The City Council meeting reconvened at 7:43 p.m.

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

No action was taken.

18. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Proposal from Weaver & Tidwell to Perform an Internal Audit and Possible Forensic Audit of the Police Department.

Council Member McCormick made a motion to approve the Proposal from Weaver & Tidwell to perform an Internal Audit and possible Forensic Audit of the Police Department, Council Member Bass seconded the motion. Motion carried 5-0.

The Council then returned to Agenda Items 9 and 10.

9. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meetings on November 17, 2022, November 30, 2022, December 1, 2022 and Any Special Meetings That May Have Occurred Since Those Dates. (Mayor Pro-Tem Carpenter / Council Member Bothe)

1. Vote Taken on Wednesday, November 30, 2022, by the Village Fire Board of Commissioners to Immediately Relieve Chief David Foster as an Employee and Chief of the Village Fire Department.

Council Member Carpenter briefed the Council on the meetings that have occurred since the last City Council meeting. The agenda for the November 30, 2022, meeting which was the regularly scheduled Commission Board Meeting was changed unexpectedly by the newly appointed Fire Commissioner of Hilshire Village who is serving as the Fire Commission Board Chair and stripped all of the regular business of the fire department.

Consequently, on December 1, 2022, a special meeting was called to discuss the regular business items that were not discussed on November 30, 2022.

The November 30, 2022 meeting was then modified to discuss the employment or possible termination of the Village Fire Department Fire Chief, David Foster. The Hilshire City Administrator had sent an email regarding personnel issues with Chief Foster which prompted this meeting. Since the last Village Fire Department Commissioners Meeting, the City of Hilshire Village replaced its Village Fire Department Commissioner and the City of Hedwig Village appointed a new alternate commissioner. A motion to immediately relieve Chief David Foster as an Employee and Chief of the Village Fire Department failed with a 3-3 vote and Hilshire, Hunters Creek, and Hedwig Villages voted for the replacement of Chief Foster. Council Member Carpenter stated that after the vote and when asked, none of the Commissioners in representation for those villages could give a clear justification as to why they wanted to have the Fire Chief replaced. He then asked the Council what the Council would like to do as he would like Chief Foster to continue being the Fire Chief, but wants to make sure that as the Fire Commissioner for Spring Valley Village, he is relaying what the Council wants.

If he is relieved, Council Member Carpenter would like the consideration of a relief package for him as he is an at-will employee. These issues have caused and will cause employee retention issues and loss in morale so, if he is not relieved of his position, he would like for an employment agreement to be an option provided to Chief Foster.

Council Member Carpenter also briefed the Council that the overtime budget has been exhausted and that Chief Foster has asked continually what he should do should there be a significant event. In the past, the board voted that in an emergency situation, whatever needed to be done should be done and when the cost was factored in, then the board needed to be presented with said cost and it would be part of a budget amendment. But there has been conflicting information provided by the Commission Board Chair and Vice Chair for a meeting to be called for these instances, causing confusion. Council Member Carpenter then asked again what the Council would like to do for Chief Foster as an employment contract or a relief package should he be released of his duties as the City of Bunker Hill also supports having something in place to move forward and not stay stagnant. The next scheduled Village Fire Department Commission Meeting will be after the next City Council Meeting in January.

After extensive discussion, it was the direction of the Council, that they would continue to be in support of Chief Foster and are open to securing his continued employment for the Village Fire Department. If an employment contract was agreed upon by the other villages, the Council wants to have a discussion at that time. Additionally, the Council also agreed that if there was a relief package for Chief Foster that was significant and effective, the Council would support our VFD Commissioners endorsing it on behalf of the Council.

10. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of December 6, 2022. (Council Member Dominy / Council Member Bass / City Attorney Loren Smith)

City Attorney Loren Smith briefed the Council on the items addressed at the last Planning and Zoning Commission Meeting which were the carport ordinance and a discussion regarding the extension for the Bade Street Reserve PAD deadline. The amendment for the garage and porte-cochere regulations was addressed by Council earlier in this meeting. The discussion for the Bade Street Reserve PAD deadline will possibly be revisited with the requestor in January.

22. **ADJOURNMENT**

Council Member Carpenter made a motion to adjourn the meeting at 8:15 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary



**City of Spring Valley Village
Police Department**

1025 Campbell Road
Houston, TX 77055
713-465-8323
Fax: 713-465-3135

Date: January 9, 2023

To: City Secretary Jasmin Torres

From: Chief M. Schulze

Reference: 2022 Racial Profiling Report

As required by Article 2.132 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Spring Valley Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2022. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which has been electronically filed with the Texas Commission on Law Enforcement.

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01.Total Traffic Stops

7,729

7,729

02. Location of Stop

CITY STREET	98.37%	7,603
COUNTY ROAD	0.03%	2
PRIVATE PROPERTY OR OTHER	1.46%	113
STATE HIGHWAY	0.01%	1
US HIGHWAY	0.13%	10
Total	100.00%	7,729

03. Was Race Known Prior to Stop?

N	99.86%	7,718
Y	0.14%	11
Total	100.00%	7,729

04. Race or Ethnicity

ALASKA NATIVE/AMERICAN INDIAN	1.59%	123
ASIAN/PACIFIC ISLANDER	5.02%	388
BLACK	19.15%	1,480
HISPANIC/LATINO	41.91%	3,239
WHITE	32.33%	2,499
Total	100.00%	7,729

05. Gender

FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.92%	25
	ASIAN/PACIFIC ISLANDER	5.06%	138
	BLACK	23.29%	635

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	HISPANIC/LATINO	34.70%	946
	WHITE	36.02%	982
		100.00%	2,726
MALE	ALASKA NATIVE/AMERICAN INDIAN	1.96%	98
	ASIAN/PACIFIC ISLANDER	5.00%	250
	BLACK	16.89%	845
	HISPANIC/LATINO	45.83%	2,293
	WHITE	30.32%	1,517
		100.00%	5,003
Total			7,729
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.81%	55
	ASIAN/PACIFIC ISLANDER	6.27%	191
	BLACK	20.94%	638
	HISPANIC/LATINO	25.14%	766
	WHITE	45.85%	1,397
		100.00%	3,047
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.47%	68
	ASIAN/PACIFIC ISLANDER	4.16%	192
	BLACK	17.97%	829
	HISPANIC/LATINO	53.00%	2,445
	WHITE	23.39%	1,079
		100.00%	4,613
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	7.25%	5
	BLACK	18.84%	13

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
VIOLATION OF LAW	HISPANIC/LATINO	40.58%	28
	WHITE	33.33%	23
		100.00%	69
Total			7,729
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.60%	123
	ASIAN/PACIFIC ISLANDER	5.03%	388
	BLACK	19.17%	1,478
	HISPANIC/LATINO	41.81%	3,224
	WHITE	32.40%	2,498
		100.00%	7,711
Y	BLACK	11.11%	2
	HISPANIC/LATINO	83.33%	15
	WHITE	5.56%	1
		100.00%	18
Total			7,729
08. Reason for Search?			
CONSENT	HISPANIC/LATINO	100.00%	1
		100.00%	1
CONTRABAND IN PLAIN VIEW	WHITE	100.00%	1
		100.00%	1
INCIDENT TO ARREST	BLACK	11.11%	1
	HISPANIC/LATINO	88.89%	8
		100.00%	9
INVENTORY	HISPANIC/LATINO	100.00%	5

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
		100.00%	5
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	1.60%	123
	ASIAN/PACIFIC ISLANDER	5.03%	388
	BLACK	19.17%	1,478
	HISPANIC/LATINO	41.81%	3,224
	WHITE	32.40%	2,498
		100.00%	7,711
PROBABLE CAUSE	BLACK	50.00%	1
	HISPANIC/LATINO	50.00%	1
		100.00%	2
Total			7,729
09. Was Contraband Discovered?			
N	BLACK	9.09%	1
	HISPANIC/LATINO	90.91%	10
		100.00%	11
Y	BLACK	14.29%	1
	HISPANIC/LATINO	71.43%	5
	WHITE	14.29%	1
		100.00%	7
Total			18
10. Description of Contraband			
ALCOHOL	HISPANIC/LATINO	100.00%	3
		100.00%	3
DRUGS	BLACK	33.33%	1

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

10. Description of Contraband			
DRUGS	HISPANIC/LATINO	33.33%	1
	WHITE	33.33%	1
		100.00%	3
WEAPONS	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			7
11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	1.33%	71
	ASIAN/PACIFIC ISLANDER	4.38%	233
	BLACK	18.45%	982
	HISPANIC/LATINO	46.61%	2,481
	WHITE	29.23%	1,556
		100.00%	5,323
CITATION AND ARREST	HISPANIC/LATINO	100.00%	8
		100.00%	8
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	2.17%	52
	ASIAN/PACIFIC ISLANDER	6.48%	155
	BLACK	20.78%	497
	HISPANIC/LATINO	31.15%	745
	WHITE	39.42%	943
		100.00%	2,392
WRITTEN WARNING AND ARREST	BLACK	16.67%	1
	HISPANIC/LATINO	83.33%	5
		100.00%	6
Total			7,729

Spring Valley Village, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

12. Arrest Based On			
	HISPANIC/LATINO	100.00%	1
		100.00%	1
OUTSTANDING WARRANT	BLACK	12.50%	1
	HISPANIC/LATINO	87.50%	7
		100.00%	8
VIOLATION OF PENAL CODE	HISPANIC/LATINO	100.00%	1
		100.00%	1
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	100.00%	4
		100.00%	4
Total			14
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.59%	123
	ASIAN/PACIFIC ISLANDER	5.02%	388
	BLACK	19.15%	1,480
	HISPANIC/LATINO	41.91%	3,239
	WHITE	32.33%	2,499
		100.00%	7,729
Total			7,729
Was Arrest Due to Contraband Found?			
N	BLACK	7.69%	1
	HISPANIC/LATINO	92.31%	12
		100.00%	13
Y	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			14

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

MEETING DATE: January 24, 2023

TOPIC:

**RESOLUTION NUMBER 23-XX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

BACKGROUND:

The City of Spring Valley Village originally entered into an Interlocal Agreement with Harris County Sheriff's Office in 1991 for housing, supporting, maintain and confining municipal prisoners who are confined on Class C misdemeanors. These services are not utilized often; however, it is important for the City to have this Interlocal Agreement in place in case it is needed. The current Interlocal Agreement was approved on December 14, 2021, by Resolution No. 21-39 and expired on December 31, 2022.

There is no increase in fees this year. This Resolution would approve the Interlocal Agreement with a new termination date of December 31, 2023.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: • Resolution Number 23-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:

Susan L. Shomhale

SUBMITTING STAFF MEMBER:

Jasmin Torres, City Secretary

CITY ADMINISTRATOR APPROVAL:

[Signature]

RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINED MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Spring Valley Village, Texas, has before it a proposed Agreement of the Interlocal Agreement by and between Harris County and the City of Spring Valley Village, Texas, for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails ("the Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement by and between Harris County, Texas, and the City of Spring Valley Village, Texas for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails..

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

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

DULY PASSED AND APPROVED this the 24th day of January, 2023.

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 23-XX

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE CITY OF SPRING VALLEY VILLAGE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff’s Office (the “Sheriff”), and The City of Spring Valley (“City”). The County and City may be referred to collectively as the “Parties” or individually as a “Party.”

SCOPE OF SERVICES

- A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the “Services”).

“City prisoner” means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

- B) Each Party shall comply and assure compliance by each Party’s agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

CITY RESPONSIBILITIES

- A) City shall provide City Police Officers to perform services under this Agreement.

“City police officer” means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

- B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.
- C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.
- D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:
- 1) a pretrial arrest warrant or capias,
 - 2) a post-conviction commitment or decree, or
 - 3) other order of detention.
- E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County

Jail with either an Instant Warrant, or a Certification of Charges filed.

- F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention
- G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.
- H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

COUNTY RESPONSIBILITIES

- A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.
- B) Sheriff shall provide Services to City at the following locations:
 - (i) 701 N. San Jacinto,
 - (ii) 1201 Commerce,
 - (iii) 1200 Baker St.,
 - (iv) 1307 Baker St., and
 - (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the “County Jail”).
- C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.
- D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
- E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff’s opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.
- F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

- G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

MEDICAL FACILITY CARE

- A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.
- B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.
- C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.
- D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.
- E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.
- F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

TERM OF AGREEMENT

- A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect until one (1) year later, unless earlier terminated in accordance with this Agreement.
- B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

TERMS OF PAYMENT

- A) No later than the thirtieth (30th) day from the last day of each calendar month, Sheriff shall submit to the City Secretary sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: secretary@springvalleytx.com or by mail to the City Secretary, located at 1025 Campbell Rd. Houston, Texas 77055.
- B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited

to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.

- C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.
- D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

COMPENSATION

- A) The per diem rate for detention services under this agreement is One Hundred Two and 00/100 Dollars (\$102.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

“Day” means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.

- B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.
- C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

TERMINATION

- A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.
- B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The City agrees to pay County that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

NOTICE

To City: City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
Email: secretary@springvalleytx.com
Attn: Jasmin Torres
City Secretary

To the County: Harris County Sheriff's Office
1200 Baker St.
Houston, Texas 77002
Attn: Sheriff Ed Gonzalez

Copy to: Harris County Purchasing
1001 Preston Suite 670
Houston, Texas 77002

CIVIL LIABILITY

In accordance with Tex. Gov't Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement,

nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

ENTIRE AGREEMENT; MODIFICATIONS

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

APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("HHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

- A) Definitions.
 - i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).

- ii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.
 - iii) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
 - iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.
- B) General.
- i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
 - ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County’s own expense.
 - iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County’s services to the City. Compliance with this paragraph is at County’s own expense.
 - iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.
- C) Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

- D) Business Associate. County is a “Business Associate” of the City as that term is defined under the Privacy and Security Requirements.
- i) Nondisclosure of PHI. County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
 - ii) Limitation on Further Use or Disclosure. County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 - iii) Safeguarding PHI. County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
 - iv) Safeguarding EPHI. County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
 - a) Encryption of EPHI that County stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct of periodic security training.
 - v) Reporting Security Incidents. County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:

- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
- b) a reproduction of the PHI or EPHI involved in the Security Incident; and
- c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;
 - b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and
 - c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.
- vi) EPHI and Subcontractors. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.
 - vii) Subcontractors and Agents. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this

Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.

- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual’s PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual’s PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice – Request for Amendment. County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual’s PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the City to request an amendment of the individual’s PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.
- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual’s PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual’s PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain

disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

- xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the Privacy and Security Requirements.
- xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.
- xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:

- a) to notify the City of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this Article to such PHI or EPHI; and
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.
- xviii) Notice – Termination. Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. County’s obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.
- G) **Indemnification. To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City, Harris County and its officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**
 - i) **a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
 - ii) **any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.

NO THIRD-PARTY BENEFICIARIES

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

CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

WAIVER OF BREACH

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

SEVERABILITY

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

NO BINDING ARBITRATION; RIGHT TO JURY TRIAL

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

TEXAS PUBLIC INFORMATION ACT

- A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions,

and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

RECITALS

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

SURVIVAL OF TERMS

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

MULTIPLE COUNTERPARTS/EXECUTION

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

WARRANTY

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

INDEPENDENT PARTIES

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall

be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

HARRIS COUNTY

**CITY OF SPRING VALLEY
VILLAGE**

By: _____
Lina Hidalgo
Harris County Judge

By: _____
Marcus Vajdos
Mayor

APPROVED AS TO FORM:

ACKNOWLEDGED BY:

Christian D. Menefee
Harris County Attorney

Jasmin Torres
City Secretary

By: _____
Philip Berzins
Assistant County Attorney
CA File No: 22GEN3339

ATTEST BY:

Ed Gonzalez
Sheriff
Harris County Sheriff's Office

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with the City of Spring Valley Village

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

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

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH THE CITY OF SPRING VALLEY VILLAGE FOR CITY PRISONER DETENTION AND HOUSING

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Spring Valley Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

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

MEETING DATE: January 24, 2023

TOPIC: 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 METROCITY, LLC. IN THE AMOUNT OF \$127,405.10 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.

BACKGROUND: This is the 6th 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 November 1-November 30, 2022.

On January 6, 2023, City Administrator Julie Robinson authorized payment of the 6th 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 November 1 through November 30, 2022.

RECOMMENDATION: Binkley & Barfield Engineer Sr. Project Manager Tommy Cromer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 6 and recommend approval.

ATTACHMENTS:

- Pay Estimate No. 6 Submitted By MetroCity, LLC.

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:

Susan L. Thornhill

SUBMITTING STAFF MEMBER:

Kristina Watson, Public Works Director

CITY ADMINISTRATOR APPROVAL:

Julie Robinson

RESOLUTION NUMBER 23-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 METROCITY, LLC. IN THE AMOUNT OF \$127,405.10 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 January 6, 2023, the City Administrator executed Pay Estimate Number 6 to MetroCity, LLC. in the amount of \$127405.10 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 6"), 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 6; and (2) that the actions of the City Administrator in executing Pay Estimate Number 6 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 6 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 _____, 2023.

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 23-XX

APPLICATION FOR PAYMENT

METROCITY LLC

Owner: City of Spring Valley Village
Project: Cedarspur, Burkhart & Winningham Paving and Utility Improvements
Project # 315

Contract Date	6/6/22	Estimate #	6
Contract Time	300	Beg Period	11/1/22
Org. Completion Date	4/2/23	End Period	11/30/22
Additional Days		%Time Completed	59%
Completion Date	4/2/23	%Work Completed	52%

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.	\$ 713,100.93
5. Retainage:	
a: 10% of Completed Work	\$ 71,310.09
b: 10% of Stored Material	\$ -
6. Net Amount Earned to Date: (Line 4 less 5 total).	\$ 641,790.84
7. Less Previous Payments.	\$ 514,385.74
8. Amount Due this Estimate.	\$ 127,405.10
9. Balance to Finish (Line 3 less Line 4).	\$ 652,492.07

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: Anthony Ray Rodriguez DATE: 12/8/22
Anthony Ray Rodriguez, President

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. Cronin DATE: 12/8/2022
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 11/1 - 11/30

ESTIMATE 6

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	5.00	\$ 6,253.00	1.00	\$ 1,250.60	\$ 7,503.60	60%	\$ 5,002.40
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	5.00	\$ 9,379.50	1.00	\$ 1,875.90	\$ 11,255.40	60%	\$ 7,503.60
8	Furnish Material Testing	10	MTH	\$2,500.00	\$ 25,000.00	5.00	\$ 12,500.00	1.00	\$ 2,500.00	\$ 15,000.00	60%	\$ 10,000.00
9	Remove & Dispose Existing - Pavement	5,300	SY	\$6.00	\$ 31,800.00	1,299.99	\$ 7,799.94	919.75	\$ 5,518.50	\$ 13,318.44	42%	\$ 18,481.56
10	Remove & Dispose Existing Driveway	550	SY	\$9.00	\$ 4,950.00	156.31	\$ 1,406.79	116.65	\$ 1,049.85	\$ 2,456.64	50%	\$ 2,493.36
11	Remove & Dispose Existing - Curb	3,600	LF	\$3.00	\$ 10,800.00	546.00	\$ 1,638.00	522.00	\$ 1,566.00	\$ 3,204.00	30%	\$ 7,596.00
12	Saw Cut Existing Pavement	1,770	LF	\$4.00	\$ 7,080.00	221.00	\$ 884.00		\$ -	\$ 884.00	12%	\$ 6,196.00
13	6" Reinforced Concrete Paving	5,300	SY	\$65.00	\$ 344,500.00	530.43	\$ 34,477.95	1563.66	\$ 101,637.90	\$ 136,115.85	40%	\$ 208,384.15
14	6" Lime/Flyash Stabilized Sub grate	6,400	SY	\$4.00	\$ 25,600.00	1,433.32	\$ 5,733.28	1575.43	\$ 6,301.72	\$ 12,035.00	47%	\$ 13,565.00
15	Lime	60	TN	\$212.00	\$ 12,720.00	24.30	\$ 5,151.60	26.36	\$ 5,588.32	\$ 10,739.92	84%	\$ 1,980.08
16	Fly Ash	140	TN	\$248.00	\$ 34,720.00	-	\$ -		\$ -	\$ -		\$ 34,720.00
17	7" Concrete Driveways	870	SY	\$78.00	\$ 67,860.00	-	\$ -	152.26	\$ 11,876.28	\$ 11,876.28	18%	\$ 55,983.72
18	Furnish & Install Temporary Driveway	350	SY	\$15.00	\$ 5,250.00	156.31	\$ 2,344.65	68.99	\$ 1,034.85	\$ 3,379.50	64%	\$ 1,870.50
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	5.00	\$ 6,253.00	1.00	\$ 1,250.60	\$ 7,503.60	60%	\$ 5,002.40
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	630.00	\$ 91,350.00		\$ -	\$ 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	25.00	\$ 33,275.00		\$ -	\$ 33,275.00	104%	\$ (1,331.00)
33	2" Single Long Side Service	25	EA	\$1,887.00	\$ 47,175.00	26.00	\$ 49,062.00		\$ -	\$ 49,062.00	104%	\$ (1,887.00)
34	"Y" Reducer	49	EA	\$482.00	\$ 23,618.00	50.00	\$ 24,100.00		\$ -	\$ 24,100.00	102%	\$ (482.00)
35	New Water Meter Box	44	EA	\$352.00	\$ 15,488.00	44.00	\$ 15,488.00		\$ -	\$ 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	-	\$ -	3.69	\$ 110.70	\$ 110.70	2%	\$ 4,389.30

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	\$ 6,052.66	\$ 571,539.71		\$ 141,561.22	\$ 713,100.93		\$ 652,492.07

Installed This Period	\$ 141,561.22
Retainage this Period	\$ 14,156.12
Total Amt of Contract with Add'l Items	\$ 1,365,593.00
Total Installed to Date	\$ 713,100.93
Less Retainage 10%	\$ 71,310.09
Total Amount Less Retainage	\$ 641,790.84
Invoiced to Date	\$ 514,385.74
Total Payment Due this Estimate	\$ 127,405.10

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.

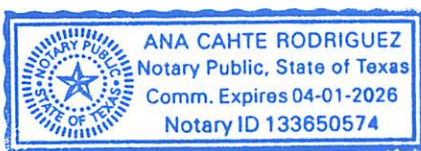
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives 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 8th day of December 2022



MY COMMISSION EXPIRES:

Ana Rodriguez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

MEETING DATE: January 24, 2023

TOPIC: **Approval of Pay Estimate No. 7 for Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of \$ 93,740.92**

BACKGROUND: This is the 7th 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 December 1 – December 31, 2022.

RECOMMENDATION: Binkley & Barfield Engineer Sr. Project Manager Tommy Cromer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 7 and recommend approval.

ATTACHMENTS: • Pay Estimate No. 7 Submitted By MetroCity, LLC.

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:

Susan E. Thomhle

SUBMITTING STAFF MEMBER:

Kristina Watson, Public Works Director

CITY ADMINISTRATOR APPROVAL:

Wendy Robison

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2022
thru 12\31\2022

Type	Description	# Of Calls
21	911 HANG UP	3
6	ACCIDENT	34
145	ACCIDENT - FSGI	5
22	ALARM	32
23	AMBULANCE CALL	19
24	ANIMAL CALL	11
144	ARREST	1
43	ASSIST OUTSIDE AGENCY	13
149	BURGLARY - MOTOR VEHICLE	3
135	BUSINESS CHECK	1,248
48	CITY CREW REPAIRS	3
49	CIVIL MATTER	2
151	CRIMINAL MISCHIEF	1
38	DAMAGE TO CITY PROPERTY	1
53	DEBRIS IN ROADWAY	5
60	FIRE CALL	15
62	FOUND PROPERTY	1
160	FRAUD	1
65	GAS LEAK	1
68	HOUSE CHECK	15
70	INFORMATION	33
71	INVESTIGATION	4
76	LOUD NOISE	12
77	MENTAL HEALTH COMMITMENT	1
159	MOTORIST ASSIST	8
81	OPEN DOOR	12
162	PARKING VIOLATION	2
137	PRISONER CHECK	1
86	PUBLIC RELATIONS	297
88	RECOVERY STOLEN VEHICLE	1
92	SERVICE CALL	1
96	SOLICITOR	2
97	SPECIAL ASSIGNMENT	9
99	STALLED VEHICLE	31
103	SUSPICIOUS ACTIVITY	6
104	SUSPICIOUS PERSON	14
105	SUSPICIOUS VEHICLE	22
154	THEFT	2
155	THEFT - AUTOMOBILE PART	2
156	THEFT - MOTOR VEHICLE	1
108	TRAFFIC CONTROL	1
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	399
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	8
123	VEHICLE MAINTENANCE	2
163	VIOLATION OF CITY ORDINANCE	7
116	WATER LEAK	8
117	WELFARE CONCERN	12

Type	Description	# Of Calls
	Total	2,315

Spring Valley Village, TX PD

Dec 1, 2022 - Dec 31, 2022

Citation Offense Count By Violation

Total Charges: 655

Description	Count
ACCIDENT-FTYROW LEFT TURN PRIVATE DRIVE	1
CHANGED LANE WHEN UNSAFE	2
CHILD (4-17) NOT SECURED BY SAFETY BELT	1
CITY ORDINANCE - PLACING SIGNS IN PUBLIC RIGHT OF WAY	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	35
DEFECTIVE HEAD LAMPS	73
DEFECTIVE HEAD LIGHTS	1
DEFECTIVE STOP LAMP(S)	53
DEFECTIVE STOP LIGHTS-TRAILER	2
DEFECTIVE TAIL LAMP(S)	16
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	4
DISPLAY/ EXPIRED REGISTRATION	119
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	10
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	16
EXPIRED BUYER TAG	13
EXPIRED DEALER TAG	1
EXPIRED DRIVERS LICENSE	13
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	66
FAIL TO REPORT CHANGE OF ADDRESS	4
FAILED TO DIM HEADLIGHTS - FOLLOWING	5
FAILED TO DIM HEADLIGHTS - MEETING	12
FAILED TO SIGNAL INTENT TO TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	4
ILLEGAL BUYERS TAGS	4

CONFIDENTIAL

Spring Valley Village, TX PD

Dec 1, 2022 - Dec 31, 2022

Citation Offense Count By Violation

Total Charges: **655**

Description	Count
ILLEGAL DUMPING	1
ILLEGAL PARKING - FIRE LANE - SHOP CTR	2
ILLEGAL WINDOW TINT	2
IMPEDING TRAFFIC	1
NO DRIVERS LICENSE	61
NO FRONT LICENSE PLATE	9
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	4
OPERATE UNREGISTERED MOTOR VEHICLE	5
PARKED WITH WHEELS OVER 18 INCHES FROM CURB OR EDGE OF ROADWAY	1
PARKING ON ROADWAY	1
PUBLIC INTOXICATION	1
RAN RED LIGHT	5
RAN STOP SIGN	6
SPEEDING (NU)	10
SPEEDING >10% ABOVE POSTED LIMIT	65
SPEEDING IN SCHOOL ZONE	9
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	2
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	3
WRONG/ALTERED/OBSCURED LICENSE PLATE	5

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

MEETING DATE: January 24, 2023

TOPIC:	Consideration And Possible Action Concerning Changing The Dates Of The City Council Meetings For May, July, November, And December.
---------------	--

BACKGROUND:	City Council meetings are normally held on the 4th Tuesday of every month. Based on the regular meeting schedule, the dates for the May, July, November, and December meetings are May 24, 2023, July 25, November 28, 2023, and December 26, 2023. Please note the following concerning these dates:
--------------------	---

- The current date for the May 23 City Council meeting would not interfere with Memorial Day this year, It falls the week before Memorial weekend but historically, we have changed the May meeting date.
- Throughout 2022, there were several issues with getting a quorum for our meetings particularly in July due to planned vacations. For planning purposes, it would helpful for Council to decide whether to cancel or reschedule the July 25 Council meeting.
- The current date for the November 21 City Council meeting is during the week of Thanksgiving.
- The current date for the December 26 City Council meeting is after Christmas and City Hall will be closed December 25-26, 2023.

Based on changes in previous years, proposed alternate dates for these Council meetings would be the 3rd Tuesday of May, November, and December and would not require moving the regular meeting dates for the Planning & Zoning Commission:

- Tuesday, May 9, 2023
- Tuesday, November 7, 2023

Listed below are the 2nd Tuesdays for May, July, November, and December, which are the regular dates for the Planning & Zoning Commission meetings:

- Tuesday, May 9, 2023
- Tuesday, July 11, 2023
- Tuesday, November 7, 2023
- Tuesday, December 12, 2023

RECOMMENDATION:	Staff requests Council's feedback on the proposed alternate dates.
------------------------	--

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

ATTACHMENTS: • None	
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: Susan E. Thomhill	
SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: [Signature]

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

MEETING DATE: January 24, 2023

TOPIC:	Ordinance Number 2023-XX AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH HARRIS COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.
BACKGROUND:	This year's General Election will be for the positions currently held by Council Member Bass, Council Member Bothe, and Council Member Dominy. January 18, 2023, was the first day to file an application for a place on the ballot, and February 17, 2023, is the last day to file. The candidate packet was posted on the City website on January 5, 2023. If a paper packet is preferred, a candidate may obtain one in person at City Hall. The Early Voting period will run from April 24 – May 2, 2023, and the Early Voting Polling Place is City Hall. On December 2, 2021, a legislative change went into effect that no longer requires early voting to be held on two separate days for twelve (12) hours. Therefore, early voting will be held for at least nine (9) hours on each of the seven (7) days of Early Voting. Voting on Election Day, Saturday, May 6, 2023, will be from 7:00 a.m. to 7:00 p.m. at City Hall. This Ordinance would call the May General Election as well as authorize the City Administrator to execute a Joint Election Agreement with Harris County once it comes in and has been reviewed. A couple of years ago, Harris County notified all governmental entities that it would not provide election services in even-numbered years. However, the County's position has changed and they will be sending a Joint Election Agreement in the next few weeks. Until we get the Agreement, we won't know what the fees look like, but the City Administrator will review and compare the costs to previous Agreements.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2023-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:

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

☐ \$_____ 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: Susan E. Shomkuei	
SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: Helen Robles

ORDINANCE NUMBER 2023-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023; AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO A JOINT ELECTION AGREEMENT WITH HARRIS COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Spring Valley Village (the “City”) will hold a General Municipal Election for the purpose of electing three (3) City Councilmember positions on May 6, 2023 (the “General Election”); and

WHEREAS, The City Council of the City (the “Council”) finds that it is in the public interest that the City enter into a joint election agreement and election services contract with Harris County in order to provide the most efficient and convenient voting opportunities for the City’s General Election, with voting available in all Harris County polling locations and the potential for extended hours for early voting; **NOW THEREFORE**,

* * * * *

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

Section 1. **THAT** the recitals to this Ordinance are true and correct and are hereby incorporated into this Ordinance for all intents and purposes.

Section 2. **THAT** the general municipal election (the “General Election”) of the City of Spring Valley Village, Texas (the “City”), for election of members of the City Council of the City (the “Council”) shall be held between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on the 6th day of May 2023, in the corporate limits of the City. A runoff election will be held, if necessary, between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on Saturday, June 17, 2023, as established with Harris County and in accordance with the election laws of the State of Texas, all such arrangements for which are authorized by the adoption of this Ordinance and the executed joint election agreement and election services contract with Harris County.

Section 3. **THAT** the present boundaries of the City constitute one (1) election precinct. The polling places for this election precinct shall be as designated by Harris County.

Section 4. **THAT** the General Election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. The Council, pursuant to Chapter

271 of the Texas Election Code, authorizes the City Administrator to enter into a joint election agreement with Harris County and other participating political subdivisions for this election. The Mayor and the City Administrator are hereby authorized to perform all duties and take all actions as required by any election services contracts or joint election agreements related to the General Election.

Section 5. **THAT** any eligible and qualified person may have his or her name placed upon the official ballot of the General Election as a candidate by submitting an application in accordance with Section 141.031 of the Texas Election Code (the “Application”). The Application must be in writing, signed, and sworn to by the candidate and it must indicate that the candidate swears to the Application. The Application may be filed with the City Secretary beginning on January 18, 2023, but not later than 5:00 p.m. on February 17, 2023. Candidate filings will be accepted in person from 7:30 a.m. to 4:30 p.m. Monday through Friday at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; by mail at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; or, by email at jtorres@springvalleytx.com.

Section 6. **THAT** Harris County shall designate the Main Early Voting Location for early voting for the General Election and shall appoint the Early Voting Clerk and Deputy Early Voting Clerk for early voting in person and voting by mail, who shall, upon approval of an application for ballot by mail related to the General Election, provide balloting materials to the voter in accordance with the election laws of the State of Texas. Applications for ballot by mail (the “ABBM”) shall be mailed, faxed, emailed, or delivered by common or contract carrier to:

By Regular Mail:

Clifford D. Tatum
Harris County Elections Admin.
Attn: Elections Division
Post Office Box 1148
Houston, TX 77251-1148

By Common or Contract Carrier:

Clifford D. Tatum
Harris County Elections Admin.
1001 Preston, 4th Floor
Houston, TX 77002

By Phone:

(713) 755-6965

By Fax:

(713)-755-4983
(713)-437-8683

By Email:

BBM@vote.hctx.net

Section 7. **THAT** the deadline to hand-deliver an ABBM is Tuesday, April 25, 2023. The last day for the early voting clerk to receive applications for a ballot to be voted by mail via mail (regardless of postmarked date), fax, common or contract carrier, or email, is Tuesday, April 25, 2023, in accordance with Section 84.007(c) of the Texas Election Code. If a voter submits an ABBM via fax or email, the Early Voting Clerk must receive an original or a copy with a wet signature via mail within four (4) business days of the submission of the fax or email, in accordance with Section 84.007(b-1) of the Texas Election Code.

Section 8. **THAT** the places at which Early Voting by personal appearance shall be conducted shall be designated by Harris County. During the lawful early voting period, the Early Voting Clerk shall keep such locations for early voting open for early voting as required by the Texas Election Code, at a minimum.

Section 9. **THAT** voting at the General Election, including early voting, shall be by the use of voting machines; and the ballots of the General Election shall conform to the election laws of the State of Texas, as amended. Harris County, via a joint election agreement or election services contract with the City shall obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station.

Section 10. **THAT** the *Memorial Examiner*, is hereby found and declared to be a newspaper of general circulation in the City; that the City Secretary shall issue a notice of the General Election to be published one time in the *Memorial Examiner* not less than ten (10) days, but no more than thirty (30) days, prior to the date of the General Election; and, that in addition to posting in the *Memorial Examiner*, a notice of the General Election shall be posted on the bulletin board at the City Hall of the City not later than the twenty-first (21st) day before the date of the General Election and remain continuously posted until the end of the day on the date of the General Election.

Section 11. **THAT** the Mayor and the City Secretary are hereby authorized to execute and issue, for and on behalf of the City, such orders, documents, and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the General Election.

Section 12. **THAT** each and every provision, paragraph, sentence, and clause of this Ordinance has been separately considered and passed by the Council, and each provision would have been separately passed without any other provision; and, if any provision hereof shall be ineffective, invalid, or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 13. **THAT** the Council officially finds, determines, recites, and declares that sufficient written notice of the date, hour, place, and subject of the meeting of the Council during which it considered this Ordinance was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551 of the Texas Government Code; and, that said meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered, and formally acted upon. The Council further ratifies, approves, and confirms the contents and posting of such written notice.

DULY PASSED, APPROVED, AND ADOPTED this the ____ day of _____, 2023.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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