EST. 1955

SPRING VALLEY

VILLAGE

Regular City Council Meeting

April 25, 2023

6:00 p.m.

Marcus Vajdos, Mayor
Bo Bothe
Steve Bass

Allen Carpenter, Mayor Pro Tem
David Dominy
Joy McCormack

EST. 1955
SPRING VALLEY
VILLAGE

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, April 25, 2023, beginning at 6:00 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/86130970857

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: 861 3097 0857 and #.

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

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

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. INTRODUCTIONS

3. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

3.1 Municipal Clerks Week

3.2 Police Week

3.3 Public Works Week

4. PUBLIC COMMENTS

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

5. CONSENT AGENDA

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

5.1 Minutes for Special Called City Council Meeting on March 28, 2023

5.2 Minutes for Regular Called City Council Meeting on March 28, 2023

5.3 Resolution Number 23-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE MAY 1, 2023 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON DIVISION, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

5.4 Resolution Number 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

5.5 Approval of Pay Estimate No. 10 for Cedarspur, Burkhart, and Winningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of $119,473.51.

5.6 Resolution Number 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH ALLERGAN, CVS, WALGREENS, AND WALMART AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** March 2023 Police Department Staff Report (Chief Schulze):

   1. Number of Calls for Service
   2. Number of Traffic Violations

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on March 22, 2023, and Any Special Meetings That May Have Occurred since March 22, 2023. (Mayor Pro-Tem Carpenter / Council Member Bothe)

NEW BUSINESS

8. **PRESENTATION, BREFING, AND DISCUSSION CONCERNING:** Property Values

In The City of Spring Valley Village Including, But Not Limited To, Historical Value Trends, Property Tax Revenue Changes, And Litigated Properties For The Last Ten Years. (Jason Cunningham, Harris County Appraisal District)

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Village Fire Department (VFD) FY 2023 Budget Amendments.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Fiscal Year 2023-2024 Budget Calendar.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2023-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2023 AND 2024; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Appointment of Alternate Commissioner to Village Fire Department Commission.

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

1. Status of Cedarspur, Burkhart, Winningham (East of Voss) Paving & Utility Improvements Project
2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle) Paving & Utility Improvements Project
3. Status of Brighton Place Paving & Utility Improvements Project
4. Status of Krist Drive Outfall Rehabilitation
5. Solid Waste Collection RFP
6. Kelsey-Seybold Traffic Concerns

16. **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:

16.1 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.

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

17. **RECONVENE**

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

19. **ADJOURNMENT**

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

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

I certify that a copy of the April 25, 2023 agenda of items to be considered by City Council was posted on or before the 20th day of April 2023, by 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

CITY OF SPRING VALLEY VILLAGE ★ HARRIS COUNTY, TEXAS

Attest: J. Torres
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 SPECIAL CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 28, 2023 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. **CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 5:04 p.m.

Members Present:
Mayor Marcus Vajdos
Mayor Pro Tem Allen Carpenter
Council Member Steve Bass
Council Member Bo Bothe (arrived at 5:07 p.m.)
Council Member David Dominy
Council Member Joy McCormack

Members Absent:
None.

2. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Review of Current Capital Improvement Program, Consideration of Re-Prioritization of and Possible Additional Capital Projects.

Acting City Administrator Zachary Meadows provided an overview of the City's Capital Improvement Program during the March 28, 2023, Council Workshop and requested direction from the Council regarding any changes or re-prioritization of any current projects.

With regard to the General Fund Capital Projects, beginning with the Brighton Place Paving and Utility Improvement Project, City staff is continuing to work with CobbFendley on the engineering design for the project. Currently, the project is between the 30% and 60% design phase, and there has been an increase to the overall cost for this project based on in-line detention addition that has been proposed and is needed and market driven increased construction costs.

Charles Eastland from CobbFendley addressed the Council to answer questions from Council Member Dominy and Council Member Bass about the addition of the in-line detention and the overall cost changes for the project. Mr. Eastland explained that the original cost was provided from an earlier construction estimate done by another organization and that information had not been updated throughout the years. Council requested that, going forward, City staff add a better gauge of projects that will be upcoming, to stay up to date on potential construction costs.

Jennifer Steen, also from CobbFendley, addressed the Council with concerns on the major pricing difference that can be seen for the Brighton Place Paving & Utility Improvement Project. They estimate that the original engineering done for the project assumed and projected that the same size would just replace the sewer size that is currently in place, but the drain analysis done by CobbFendley based on 100-year floodplain and Atlas-14 found that the sewer sizing was significantly undersized. With no place for a detention pond in Brighton Place to help with any water that would collect from a storm, the solution was the in-line detention system, which will be provided by a box culvert of significant size. In order to help reduce the cost CobbFendley recommends to pipe bursting. While there would be some locations where there will be a need for new sanitary sewer lines, they have looked at minimizing where possible. Mayor Vajdos and Council Member Carpenter mentioned that there had been some pipe bursting in the past, and Acting City Administrator let Council know that information had been relayed and provided to CobbFendley and could further drive the cost down if there was no need to do again. At this time, Mr. Meadows asked for direction on the curbs that will be done for the project as currently, all Brighton Place streets have the 6” by 6” Curbs (Monument); however, based on the adopted Infrastructure Design Manual, City Council adopted a policy that all local streets would have the 4” by 12” Curbs (Rollover). Direction provided by Council was to move forward with the rollover curb as approved in the Infrastructure Design Manual.

Acting City Administrator Zachary Meadows informed Council that the Cedarspur (West of Bingle) and Burkhart (East of Bingle) Paving & Utility Improvements is set to be posted for bids on March 29, 2023, with an eventual bid opening on April 28, 2023. City staff received an updated cost estimate from Gessner Engineering in the fall of 2022 of $3,226,649.14 (this is not including remaining engineering costs and inspection service costs). This is a difference of $1,528,561.14 from what was previously reflected in the CIP due to market increases. This project also reflects an amount that has had a static overall total cost, accounting for the vast difference along with the market increases. Mayor Vajdos requested that going forward, there be an addition of a column that lists when the costs or numbers reflected are updated to have that as additional tracking for the projects.

Krist Drive Storm Sewer Outfall between the residences of 1214 Krist and 1218 Krist Drive has experienced significant erosion and is in immediate need of repair to ensure minimal property loss. City Council approved the proposal with CobbFendley for the design of the Krist Drive Outfall Reconstruction at the November 15, 2022, City Council Meeting. In January, staff was provided with the final design and estimated cost of repairs for the project totaling $294,690 (not including remaining engineering costs). Staff and the engineer are finalizing bid documents to be published in April. City Council gave the approval to move forward with the project for bidding.

At this time, Council Member Dominy made a request to Council that the Wild Oak Circle project be looked at and addressed sooner than the 5-year mark as that street is in need of attention.

Possible Additional Project for CIP for General Fund

- **Reprioritization of CIP and Useful Life Determination:** In 2011, the City had HDR create a Useful Life Analysis for City Infrastructure (Paving, Water, and Sanitary). As projects being constructed by bond funding are nearing completion, the staff suggests that the City seek a contract with a company to re-assess the City infrastructure and determine the priority of paving, water, and sewer Capital Improvements going forward. It was the consensus of Council to advance this project along.

- **Mickey Way Paving & Utility Improvements:** Following the 2022 CIP workshop, staff contacted CobbFendley & Associates, who performed a study of the Mickey Way Area Drainage. In November 2022, City Council was presented with the final report, which provided drainage improvements, in-line detention storage, and necessary service line relocations for $3,151,170. At this time, the Council wishes to not include Mickey Way Paving & Utility Improvements as a project for now but leave it as a possible project for the future. This could change as the reprioritization of street projects moves forward and is determined what the true useful life of the streets are now.

Utility Fund Capital Projects

- **Refurbishing of Home Depot Lift Station**: This project was listed in the Utility Fund CIP for FY 2023 at $165,000. Acting City Administrator Zachary Meadows indicated that during the March 2022 CIP workshop with Council, this project was discussed as substantially complete, which was inaccurate. In 2022, the Home Depot Lift Station completed minor renovations totaling $12,987.23. City staff has a Conceptual Construction Cost Estimate from IDS Engineering in 2021 for $390,980 (which includes engineering costs). The direction from Council to City staff for this project is that it be moved forward with priority.

Cash-Funded Capital Projects

- Council Member Dominy raised his concern regarding Tamy Lane Bridge; Council would like for Staff to investigate improvements to ensure the area looks cleaner and easier to use for pedestrians and the existing residences abutting the area.

16. ADJOURNMENT

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

Signed: ___________________________________
Marcus Vajdos
Mayor

Attest: ___________________________________
Jasmin Torres
City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, MARCH 28, 2023 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 6:07 p.m.

Members Present:
Mayor Marcus Vajdos (left at 7:09 p.m.)
Mayor Pro Tem Allen Carpenter
Council Member Steve Bass
Council Member Bo Bothe
Council Member David Dominy
Council Member Joy McCormack

Members Absent:
None.

2. INTRODUCTIONS

Zachary Meadows, Acting City Administrator / Director of Community Development
Jasmin Torres, City Secretary
Kristina Watson, Public Works Director
Brent Walker, City Treasurer
Susan Thornhill, Assistant City Treasurer
Carianne Riley, Assistant to the City Administrator
Loren Smith, City Attorney
Mark Schulze, Acting Police Chief
David Dixon, Police Commissioner

3. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

3.1 Fair Housing Month Proclamation

Mayor Vajdos read the proclamation aloud and declared the month of April as Fair Housing Month in Spring Valley Village.

3.2 Spring Branch ISD Proclamation

Mayor Vajdos read the proclamation aloud and declared support for Spring Branch ISD in the 88th Texas Legislature in Spring Valley Village.

3.3 Public Safety Telecommunicator Week

Mayor Vajdos read the proclamation aloud and declared April 10-14, 2023, Public Safety Telecommunicator Week in Spring Valley Village.

3.4 Celebration of Life, Julie M. Robinson

Mayor Vajdos read the proclamation aloud, recognized the contributions of Julie M. Robinson, and declared support to her family on behalf of Spring Valley Village.

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 Allison Simmons, who lives at 1138 Bade Street, spoke regarding her concerns about the traffic flow of oncoming traffic trying to reach the Kelsey Seybold building. She is requesting that a traffic study be completed. Mrs. Simmons also informed the Council about a neighborhood gathering she will be hosting, inviting other residents and the Council to attend and discuss options for possible solutions for the traffic issues that have come since this addition.

4.1.2 Jennifer Bass, who lives at 9112 Hilldale Street, spoke in support of the comments made by Allison Simmons and the traffic flow issues. She expressed her appreciation for the addition of Kelsey Seybold and the benefit to the community but wanted to express to the Council the continued frustration it has caused residents as well.

4.1.3 Margey Meyer, who lives at 9166 Cardwell Street, also spoke in support of the comments made by Allison Simmons and Jennifer Bass. She encouraged the Council to attend the neighborhood gathering and speak to other residents who would be in attendance.

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 February 28, 2023

5.2 Resolution 23-XX - A RESOLUTION OF THE CITY COUNCIL OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE ACCEPTANCE OF AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF); AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ACT AS THE CITY’S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY’S IMPLEMENTATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) FUNDS.

5.3 Resolution 23-XX - A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE APPROVAL OF THE SPRING VALLEY VILLAGE RECOVERY PLAN ASSOCIATED WITH THE IMPLEMENTATION OF THE COUNTY’S AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) ALLOCATION.

5.4 Resolution 23-XX - A RESOLUTION ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH THE CITY OF SPRING VALLEY VILLAGE TEXAS PARTICIPATION IN FEDERALLY FUNDED PROJECTS ASSOCIATED WITH THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA – CLFRF) AND ADHERENCE TO THE

REGULATIONS DESCRIBED THEREIN.

5.5 Resolution 23-XX - A RESOLUTION OF THE CITY COUNCIL OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE CLASSIFICATION OF THE SPRING VALLEY VILLAGE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) ALLOCATION AS REVENUE LOSS UNDER THE U.S. DEPARTMENT OF THE TREASURY'S FINAL RULE'S STANDARD ALLOWANCE FOR THE PROVISION OF GOVERNMENT SERVICES.

5.6 Approval of Pay Estimate No. 9 for Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of $ 156,720.95

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

At this time, Mayor Vajdos asked that Agenda Item 13 be taken out of order. Council Member Carpenter motioned to have Agenda Item 13 taken out of order, and Council Member Dominy seconded the motion. Motion carried 5-0.

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.

13.2 Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of the City Administrator.

13.3 Sec. 551.087 - Deliberation Regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Council adjourned into the Executive Session at 6:25 p.m.

14. RECONVENE

The City Council meeting reconvened at 7:09 p.m.

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

None.

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: February 2023 Police Department Staff Report (Chief Schulze):

1. Number of Calls for Service – 2,539

2. Number of Traffic Violations – 805

3. Acting Chief Schulze addressed the informal traffic study that the Police Department conducted after the request made at the February meeting by Ms. Peachee. Their traffic study concluded that there was major issues causing concerns with the intersection. First, it was suggested that the lanes be re-striped, as most of the area is no longer visible. In addition highlighting the "No U-Turn" sign to draw attention to the fact that this turning is unwanted activity.

Council Member Dominy continued the discussion of the ongoing traffic issues with Kelsey Seybold and asked if City staff had reached out to them; his question was specific to the possible address change that was discussed at the February meeting. Acting City Administrator Zachary Meadows informed the Council that he spoke to Kelsey Seybold about the address change, however the main concerns from Kelsey-Seybold being the cost that would be incurred changing all of their information along with having to coordinate with CenterPoint for all of their meters. It was also discussed that an application for a PADD Amendment has been received to add additional sign near the garage entrance off the I-10 frontage road. Council Members Bothe and McCormack brought up making the changes to update the Google business profile for an immediate fix. It was the direction of Council to add additional signage to aid patrons when entering the Kelsey-Seybold property and to take action of the re-stripping of the lanes within the area.

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on March 2, 2023, and Any Special Meetings That May Have Occurred since March 2, 2023. (Mayor Pro-Tem Carpenter / Council Member Bothe)

Council Member Carpenter asked Interim Fire Chief Miller to briefly summarize his Chief's report. The items addressed and brought to Council were many of the same items addressed in the February meeting, such as the continued issues with the roof for the new Fire Department building and the annex building. The staffing shortages and changes from the second ambulance that was purchased and the overtime changes that have come along with these changes as well as staffing an additional dispatcher. These issues have led to the conversation by the other villages exploring merging all of the dispatching units to one centralized location. In an effort to stay competitive with other entities while looking at hiring new personnel, there is a firm that is being hired to complete a salary compensation survey. Council Member Carpenter addressed the Council about the budget amendments for the 2023 Budget that will need to be done to reach the differences in the worker's compensation and insurance benefits and for a 5% miscalculation in the salary calculations. He also informed the Council about the selection committee for potential Fire Chief candidates the board has selected, including Hedwig, Spring Valley, and Piney Point Villages. There was also discussion regarding replacing Council Member Bothe as the alternate commissioner, as he will no longer be on Council in May.

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Reviewing Interlocal Agreement by and between City of Spring Valley Village and City of Hilshire for the provision of police and Municipal Court services.

Acting City Administrator Zachary Meadows informed the Council that upon further review of the Interlocal Agreement with Hilshire Village, it was determined that all of the maintenance line items of the Police Department budget are included in the City of Hilshire Village's contribution, however the capital improvement line items are what has been excluded. Under current budget numbers, if Council chose to amend the interlocal agreement to include these costs, it would be an additional $53,338. City Treasurer Brent Walker addressed the Council and gave further explanation of all the factors that were looked at to arrive at this amount and expressed that, in his opinion, there would not be much difference in their overall average cost to add in a portion of the vehicle costs, which is currently not included in the agreement. The direction from Council was to look at the amortization of the vehicles over a period of time and determine what the cost breakdown would yield. Council would like to review the agreement and the numbers again before making any changes to the interlocal agreement.

NEW BUSINESS

9. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Presentation and Acceptance of Fiscal Year 2021-2022 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants.

Robert Belt, with Belt, Harris, Pechacek, LLLP, presented the 2021-2022 Audited Comprehensive Annual Financial Report. Council Member McCormack made a motion to accept the Fiscal Year 2021-2022 Audited Comprehensive Annual Financial Report prepared by Belt, Harris Pechacek, LLLP, Certified Public Accountants as presented, and Council Member Dominy seconded the motion. Motion carried 5-0.

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 23-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND IDS ENGINEERING GROUP FOR ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS AND/OR PROJECTS (RFQ #2022-06-901); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Carpenter read the Resolution by caption only. Council Member McCormack made a motion to approve Resolution No. 23-07, and Council Member Bass seconded the motion. Motion carried 5-0.

11. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** CenterPoint Energy 2023 Annual GRIP Adjustment and Compliance Filing for Rate Schedule No. TCJA-HOU/TXC.

Acting City Administrator / Director of Community Development discussed the Annual GRIP Adjustment, explaining that Council had the ability to suspend the rate increase for forty-five (45) days. It was the direction of Council to have a resolution presented at the April meeting to suspend the GRIP Rate increase from CenterPoint Energy for residents for the maximum time allowed.

12. 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 Council that MetroCity continues to complete phases 3 and 4. The project is still on schedule to be completed by the end of April.

2. Legislative Update

   Acting City Administrator / Director of Community Development Zachary Meadows informed Council of the current bills being tracked by the City including the legislature looking to remove the City's ability to use Texas Municipal League (TML) for lobbying activities. Council Member McCormack addressed the Council regarding the funding issues facing Spring Branch ISD and what needs to be done to ensure continued funding and education for Spring Bring ISD students.

16. ADJOURNMENT

Council Member McCormack made a motion to adjourn the meeting at 8:34 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Signed: ________________________________
Marcus Vajdos
Mayor

Attest: ________________________________
Jasmin Torres
City Secretary

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: April 25, 2023

TOPIC: **RESOLUTION NUMBER 23-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE MAY 1, 2023 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON DIVISION, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

BACKGROUND: As discussed during the March 28, 2023 City Council meeting, CenterPoint Energy has issued is Annual GRIP adjustment for the Houston Division. City Council discussed the ability to suspend the implementation of the new rate change for a maximum of forty-five (45) days. The following resolution is the result of that discussion.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:
- Resolution Number 23-XX
- Copy of Letter Received by CenterPoint Energy regarding 2023 Annual GRIP Adjustment for the Houston Division

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:

B.A. Wah

SUBMITTING STAFF MEMBER:

Zachary Meadows, Acting City Administrator/ Director of Community Development

CITY ADMINISTRATOR APPROVAL:

Zachary M

RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE MAY 1, 2023 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON DIVISION, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Spring Valley Village, Texas ("City") is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston Division, ("CenterPoint" or "the Company") and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on March 2, 2023, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 1, 2023; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

Section 1. The May 1, 2023 effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED this the 25th day of April, 2023.

____
Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE

CenterPoint. Energy

March 2, 2023

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

Mayor and City Council
City of Spring Valley Village
Spring Valley Village, Texas

Hand-Delivered

Re: CenterPoint Energy 2023 Annual GRIP Adjustment for the Houston Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the tariffs and supporting documents, in electronic form, with the City of Spring Valley Village ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's Houston Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the Houston Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the Houston Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 1, 2023, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the Houston Division; or (2) the issuance of a final order in a rate setting proceeding for the Houston Division.

As detailed in the attached schedules and supporting material, the Company invested $315,511,195 in its Houston Division in calendar year 2022 and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment[1]	Adjusted Charge	Increase Per Bill
R-2095-I-GRIP 2023; R-2095-U-GRIP 2023 Residential	$19.74 per customer per month	$2.47 per customer per month	$22.21 per customer per month	$2.47 per customer per month
GSS-2095-I-GRIP 2023; GSS-2095-U-GRIP 2023 General Service Small	$24.50 per customer per month	$3.73 per customer per month	$28.23 per customer per month	$3.73 per customer per month
GSLV-626-I-GRIP 2023; GSLV-626-U-GRIP 2023 General Service Large Volume	$290.11 per customer per month	$70.73 per customer per month	$360.84 per customer per month	$70.73 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

(a) An earnings monitoring report showing the Company's earnings for the Houston Division during the 2022 calendar year (under the "Earnings Monitoring Report" section of the enclosed filing).

(b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the Houston Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the Houston Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.

(c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension

1 On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the "TCJA") was signed into law. The TCJA reduced the federal corporate income tax rate from 35% to 21%. The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017. The Proposed 2023 Interim Rate Adjustment in the table above has been calculated using the reduced corporate income tax rate of 21%.

period imposed (under the "Interim Rate Adjustment Application" section of the enclosed filing). The Company has calculated the GRIP Adjustment using the 35% federal corporate income tax rate approved in GUD No. 10567. The Company has also calculated and is seeking approval of the GRIP Adjustment using the 21% federal corporate income tax rate under the Tax Cuts and Jobs Act of 2017.

(d) Affidavits by Kara Gostenhofer Ryan, Kimberly Middleton and Tal R. Centers, Jr. (under the "Affidavits" section of the enclosed filing).

- Ms. Ryan's affidavit verifies (i) that the Houston Division's books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the Houston Division's books and records related to the information in those reports.
- Ms. Middleton's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the Houston Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,

Keith L. Wall

Keith L. Wall
Director of Regulatory Affairs

Attachments

cc: Mr. Tal Centers
Mr. Mickey Moon
Ms. Gracy Rodriguez

DELIVERED TO:

________________________, ______________________________ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Spring Valley Village on this ____ day of March 2023.

____
SIGNATURE

MEETING DATE:	April 25, 2023
TOPIC:	**RESOLUTION NUMBER 23-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**
BACKGROUND:	The City, along with approximately 41 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the courts, and the Legislature on electric utility regulation matters for over 20 years. On April 5, 2023, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Tex. Admin. Code § 25.243 to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of $84,571,868 for the period of compared to the revenues approved in its most recent DCRF proceeding, Docket No. 53442. GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 23-XX • Copy of Letter Received by CenterPoint Energy regarding Amendment of its Distribution Cost Recovery Factor

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

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Zachary Meadows, Acting City Administrator/ Director of Community Development	

DIVIDER PAGE

RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Spring Valley Village, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 5, 2023, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to 16 Tex. Admin. Code § 25.243 seeking a total DCRF Revenue Requirement of $162,548,833, which is a $84,571,868 increase to the Company's Revenue Requirement approved in its most recent DCRF proceeding, Public Utility Commission Docket No. 53442; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED this the 25th day of April, 2023.

____
Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE

CenterPoint. Energy

April 5, 2023

CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

Mayor and City Council Members
City of Spring Valley Village
Spring Valley Village, Texas

Re: Application of CenterPoint Energy Houston Electric, LLC for Approval to Amend its Distribution Cost Recovery Factor

Mayor and City Council Members:

CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston" or the "Company") files this Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to Section 36.210 of the Public Utility Regulatory Act ("PURA") and 16 Tex. Admin. Code ("TAC") §25.243 and asks that its municipal authorities that have retained original jurisdiction over CenterPoint Houston's rates, which include your city, and the Public Utility Commission of Texas ("Commission"), approve CenterPoint Houston's proposed Rider DCRF.

CenterPoint Houston is filing this Application simultaneously with the Commission and all municipal authorities that have retained jurisdiction over CenterPoint Houston's rates. This is CenterPoint Houston's second DCRF filing since its last comprehensive base rate case, Docket No. 49421. The Company's requested DCRF takes into account changes in the Company's net distribution system invested capital for the period January 1, 2019 through December 31, 2022. The Company's proposed effective date for rates under Rider DCRF is September 1, 2023.

Municipalities that have not ceded their jurisdiction to the Commission have exclusive original jurisdiction over this filing, as it affects service within their municipal boundaries. This jurisdiction extends for 60 days from the date of this filing. Pursuant to 16 TAC § 25.243(c)(1)(B), on the 60th day after the filing of this Application with the city, the Application is deemed appealed to the Commission, regardless of whether the city approves or denies the application, and the appeal will be consolidated with the CenterPoint Houston's DCRF proceeding before the Commission.

If you desire any additional information concerning this filing, please contact me at (713) 207-5956.

Very truly yours,

Denise Gaw
Regulatory Manager

Enclosures

DELIVERED TO:

____, ____________________________________ of
NAME OFFICE (Mayor, City Secretary, etc.)

the City of Spring Valley Village on this __________ day of April 2023.

____
SIGNATURE

MEETING DATE: April 25, 2023

TOPIC:	**Approval of Pay Estimate No. 10 for Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount of $119,473.51**
BACKGROUND:	This is the 10th pay estimate to be submitted by MetroCity, LLC. for the Cedarspur, Burkhart, and Winningham (East of Voss) Pavement & Utility Improvements Project (2022-01-101) for work completed on the Project from March 1 – March 31, 2023.
RECOMMENDATION:	Binkley & Barfield Engineer Sr. Project Manager Tommy Cromer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 10 and recommend approval.
ATTACHMENTS:	• Pay Estimate No. **10** 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:

B.A. Wah

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Kristina Watson, Public Works Director	Zachy Mu

APPLICATION FOR PAYMENT

METROCITY LLC

Owner:	City of Spring Valley Village	**Contract Date**	6/6/22	**Estimate #**	10
		Contract Time	300	**Beg Period**	3/1/23
Project:	Cedarspur, Burkhart & Winningham Paving and Utility Improvements	**Org. Completion Date**	4/2/23	**End Period**	3/31/23
		Additional Days	30	**%Time Completed**	99%
Project #	**315**	**Completion Date**	5/2/23	**%Work Completed**	91%

ANALYSIS OF CONTRACT AMOUNT

1. Original Contract Amount.	$	1,365,593.00
2. Net change by Change Order.	$	(23,097.48)
3. Revised Contract Amount.	$	1,342,495.52
4. Total Completed and Stored Today.	$	1,221,309.47
5. Retainage:		
a: 10% of Completed Work	$	122,130.95
6. Net Amount Earned to Date: (Line 4 less 5 total).	$	1,099,178.53
7. Less Previous Payments.	$	979,705.02
8. Amount Due this Estimate.	**$**	**119,473.51**
9. Balance to Finish (Line 3 less Line 4).	**$**	**121,186.05**

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: [signature] DATE: 4/10/23

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 witht the Contract Documents, and the Contractor is entitled to payment of the this pay application.

CHANGE ORDER SUMMARY

1 Additional Items Over/Underuns	**(23,097.48)**
2	
3	
4	
5	
Total Amount of Change Orders	**(23,097.48)**

BY: Tommy V. Cromeo DATE 4/10/2023

Brinkley & Barfield

BY: [signature] DATE 4-11-2023

City of Spring Valley

PROJECT # 315 **PERIOD 3/1 - 3/31**

PROJECT NAME: Cedarspur, Burkhart, and Winningham **ESTIMATI 10**

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Materials Presently Stored	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	9.00	$ 11,255.40	1.00	$ 1,250.60		$ 12,506.00	100%	$ -
4	Sodding	6,000	SY	$ 5.00	$ 30,000.00	2,400.00	$ 12,000.00		$ -		$ 12,000.00	40%	$ 18,000.00
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	0.50	$ 12,506.00		$ -		$ 12,506.00	50%	$ 12,506.00
7	Tree Protection	10	MTH	$ 1,875.90	$ 18,759.00	9.00	$ 16,883.10	1.00	$ 1,875.90		$ 18,759.00	100%	$ -
8	Furnish Material Testing	10	MTH	$ 2,500.00	$ 25,000.00	9.00	$ 22,500.00	1.00	$ 2,500.00		$ 25,000.00	100%	$ -
9	Remove & Dispose Existing - Pavement	5,300	SY	$ 6.00	$ 31,800.00	4,033.41	$ 24,200.46	1266.59	$ 7,599.54		$ 31,800.00	100%	$ -
10	Remove & Dispose Exsting Driveway	550	SY	$ 9.00	$ 4,950.00	550.00	$ 4,950.00		$ -		$ 4,950.00	100%	$ -
11	Remove & Dispose Existing - Curb	3,600	LF	$ 3.00	$ 10,800.00	2,700.00	$ 8,100.00	603.00	$ 1,809.00		$ 9,909.00	92%	$ 891.00
12	Saw Cut Existing Pavement	1,770	LF	$ 4.00	$ 7,080.00	221.00	$ 884.00	1110.00	$ 4,440.00		$ 5,324.00	75%	$ 1,756.00
13	6" Reinforced Concrete Paving	5,300	SY	$ 65.00	$ 344,500.00	4,188.28	$ 272,238.20	908.44	$ 59,048.60		$ 331,286.80	96%	$ 13,213.20
14	6" Lime/Flyash Stabilized Sub grate	6,400	SY	$ 4.00	$ 25,600.00	4,662.07	$ 18,648.28	1331.66	$ 5,326.64		$ 23,974.92	94%	$ 1,625.08
15	Lime	60	TN	$ 212.00	$ 12,720.00	60.00	$ 12,720.00		$ -		$ 12,720.00	100%	$ -
16	Fly Ash **		TN	$ 248.00	$ -	-	$ -		$ -		$ -		$ -
17	7" Concrete Driveways	870	SY	$ 78.00	$ 67,860.00	606.04	$ 47,271.12		$ -		$ 47,271.12	70%	$ 20,588.88
18	Furnish & Install Temporary Driveway	350	SY	$ 15.00	$ 5,250.00	350.00	$ 5,250.00		$ -		$ 5,250.00	100%	$ -
19	Transition Reinf Concret Curb incl Mitering Yard Drai	3,600	LF	$ 8.00	$ 28,800.00	1,797.00	$ 14,376.00		$ -		$ 14,376.00	50%	$ 14,424.00
20	Tranisition Reinf Curb Drain	71	EA	$ 1,058.00	$ 75,118.00	46.00	$ 48,668.00	12.00	$ 12,696.00	$ 3,614.00	$ 64,978.00	87%	$ 10,140.00
21	Storm Sewer Rings	6	EA	$ 1,204.00	$ 7,224.00	-	$ -	6.00	$ 7,224.00		$ 7,224.00	100%	$ -
22	SWPPP	10	MTH	$ 1,250.60	$ 12,506.00	9.00	$ 11,255.40	1.00	$ 1,250.60		$ 12,506.00	100%	$ -
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	1.00	$ 3,323.00		$ -		$ 3,323.00	33%	$ 6,646.00
25	Spot Repair 6" W/L Trenchless. **		EA	$ 712.00	$ -	-	$ -		$ -		$ -		$ -
26	Remove and Dispose Existing W/L	630	LF	$ 8.00	$ 5,040.00	632.00	$ 5,056.00		$ -		$ 5,056.00	100%	$ (16.00)
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	570.00	$ 2,850.00		$ 3,150.00	100%	$ -
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	2.00	$ 4,246.00		$ -		$ 4,246.00	50%	$ 4,246.00
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 Ductile 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
45	Point Repair 8" Exising 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%	$ -

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Materials Presently Stored	Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD				
48	Sanitary Service Replacement **	13	EA	$ 750.00	$ 9,750.00	17.00	$ 12,750.00		$ -		$ 12,750.00	131%	$ (3,000.00)
49	Sanitary Manhole Lid and Rigs	7	EA	$ 628.00	$ 4,396.00	-	$ -	7.00	$ 4,396.00		$ 4,396.00	100%	$ -
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 **		EA	$ 500.00	$ -	-	$ -		$ -		$ -		$ -
52	CO-1 Additional Footage of 8" Sanitary line	51	LS	$ 65.57	$ 3,344.00	51.00	$ 3,344.00		$ -		$ 3,344.00	100%	$ -
53	CO-1 Tree Removal	1	EA	$ 3,225.00	$ 3,225.00	1.00	$ 3,225.00		$ -		$ 3,225.00	100%	$ -
54	CO-1 Fire Hydrant Removal	3	EA	$ 518.33	$ 1,555.00	3.00	$ 1,555.00		$ -		$ 1,555.00	100%	$ -
55	CO-1 Additional Cost to Connect 2" Service Line	1	EA	$ 3,467.00	$ 3,467.00	1.00	$ 3,467.00		$ -		$ 3,467.00	100%	$ -
56	CO-1 Additional Yard Drain Fittings	8	EA	$ 226.88	$ 1,815.00	8.00	$ 1,815.00		$ -		$ 1,815.00	100%	$ -
57	CO-1 Furnish and Install Concrete Walkways	625	SF	$ 12.19	$ 7,618.75	312.00	$ 3,803.28	313.00	$ 3,815.47		$ 7,618.75	100%	$ -
58	CO-1 Furnish and Install 6" Concrete Driveway	221	SY	$ 103.36	$ 22,835.27	125.00	$ 12,919.97	95.93	$ 9,915.30		$ 22,835.27	100%	$ -
59	CO-1 Additional Lab Testing	5	EA	$ 647.64	$ 3,238.18	3.00	$ 1,942.91	1.00	$ 647.64		$ 2,590.54	80%	$ 647.64
60	CO-1 Remove Dispose of Existing Driveways	203	SY	$ 9.00	$ 1,826.37	43.00	$ 387.00	159.93	$ 1,439.37		$ 1,826.37	100%	$ -
61	CO-1 Furnish Lime	52	TN	$ 212.00	$ 11,000.00	16.76	$ 3,553.12	35.13	$ 7,446.88		$ 11,000.00	100%	$ -
62	CO-1 Furnish and Install Temporary Driveways	331	SY	$ 15.00	$ 4,969.95	183.73	$ 2,755.95	107.27	$ 1,609.05		$ 4,365.00	88%	$ 604.95
63													
64													
65													
66													
TOTAL CONTRACT AMOUNT					$ 1,342,495.52		$ 1,080,554.89		$ 137,140.59	$ 3,614.00	$ 1,221,309.47		$ 121,186.05

** Quantity Reduced Change Order 1

Installed This Period	**$ 137,140.59**
Retainage this Period	**$ 13,714.06**
Total Amt of Contract with Add'l Items	$ 1,342,495.52
Total Installed & Stored to Date	$ 1,217,695.47
Total Stored on Site	$ 3,614.00
total installed and Stored to Date	$ 1,221,309.47
Less Retainage 10%	$ 122,130.95
Total Amount Less Retainage	$ 1,099,178.53
Invoiced to Date	$ 979,705.02
Total Payment Due this Estimate	**$ 119,473.51**

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)

Anthony Ray Rodriguez

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 the 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 **4th** day of **April 2023**

MY COMMISSION EXPIRES:

ANA CAHTE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 04-01-2026
Notary ID 133650574

Ana Rodriguez

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MEETING DATE:	April 25, 2023
TOPIC:	**Resolution Number 23-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH ALLERGAN, CVS, WALGREENS, AND WALMART AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.**
BACKGROUND:	In 2021, The City of Spring Valley Village opted into the participation of a National Opioid Settlement. Since that opt-in additional companies (Allergan, CVS, Walgreens, and Walmart) have settled. With the inclusion of these additional companies, additional money is available to those localities that opt-in to the additional settlements. The following resolution authorizes the release forms for each company's portion of the settlement to be filed with the National Opioid Settlement.
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:	B.A. Wah

SUBMITTING STAFF MEMBER: Loren B. Smith, City Attorney	**CITY ADMINISTRATOR APPROVAL:** Zachy M

RESOLUTON NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH ALLERGAN, CVS, WALGREENS, AND WALMART AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

WHEREAS, the City of Spring Valley Village, Texas (the "City") duly authorized participation in the opioid settlement and adopted the Texas Term Sheet; and

WHEREAS, Allergan, CVS, Walgreens, and Walmart have now joined the proposed opioid settlement; and

WHEREAS, the City Council hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and

WHEREAS, the City desires to execute the settlement release forms with Allergan **[EXHIBIT A],** CVS **[EXHIBIT B],** Walgreens **[EXHIBIT C],** and Walmart **[EXHIBIT D],** in their entirety; and **NOW, THEREFORE,**

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

Section 1. The statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

Section 2. The Mayor is authorized to execute the settlement release documents attached as Exhibits A, B, C, and D, respectively, with Allergan, CVS, Walgreens, and Walmart in a timely manner.

DULY PASSED AND APPROVED this the 25th day of April 2023.

____
Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT A

<u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

EXHIBIT B

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT C

<u>Subdivision Participation and Release Form</u>

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT D

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Police Department
Staff Report

SPRING VALLEY POLICE DEPARTMENT
Calls - By Type

03\01\2023
thru 03\31\2023
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	21
145	ACCIDENT - FSGI	3
22	ALARM	30
23	AMBULANCE CALL	18
24	ANIMAL CALL	13
43	ASSIST OUTSIDE AGENCY	5
149	BURGLARY - MOTOR VEHICLE	2
135	BUSINESS CHECK	2,550
53	DEBRIS IN ROADWAY	7
60	FIRE CALL	3
62	FOUND PROPERTY	1
160	FRAUD	1
65	GAS LEAK	1
68	HOUSE CHECK	45
70	INFORMATION	33
71	INVESTIGATION	1
76	LOUD NOISE	2
159	MOTORIST ASSIST	8
81	OPEN DOOR	18
162	PARKING VIOLATION	8
86	PUBLIC RELATIONS	379
88	RECOVERY STOLEN VEHICLE	1
96	SOLICITOR	5
97	SPECIAL ASSIGNMENT	3
99	STALLED VEHICLE	22
141	STORED/ ABANDONED VEHICLE	1
102	SUBPOENA SERVICE	1
103	SUSPICIOUS ACTIVITY	11
104	SUSPICIOUS PERSON	1
105	SUSPICIOUS VEHICLE	13
108	TRAFFIC CONTROL	2
11	TRAFFIC STOP	519
111	VEHICLE BLOCKING ROADWAY	3
112	VEHICLE CHECK	11
163	VIOLATION OF CITY ORDINANCE	3
116	WATER LEAK	1
117	WELFARE CONCERN	5
	Total	3,753

Spring Valley Village, TX PD **Mar 1, 2023 - Mar 31, 2023**

Citation Offense Count By Violation

Total Charges: **1162**

Description	Count
CHANGED LANE WHEN UNSAFE	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
CITY ORDINANCE - UNLAWFUL TRESPASSING	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	60
DEFECTIVE HEAD LAMPS	76
DEFECTIVE HEAD LIGHTS	10
DEFECTIVE STOP LAMP(S)	41
DEFECTIVE STOP LIGHTS-TRAILER	3
DEFECTIVE TAIL LAMP(S)	25
DEFECTIVE TURN SIGNAL LAMP(S)	2
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	10
DISPLAY SUSPENDED DRIVER LICENSE	2
DISPLAY/ EXPIRED REGISTRATION	274
DISREGARD LANE CONTROL SIGNAL/DEVICE	2
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	13
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	37
DROVE WRONG SIDE OF ROAD	3
EXPIRED BUYER TAG	9
EXPIRED DEALER TAG	2
EXPIRED DRIVERS LICENSE	19
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	2
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	136
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	7
FAILED TO DIM HEADLIGHTS - FOLLOWING	6

CONFIDENTIAL

Spring Valley Village, TX PD **Mar 1, 2023 - Mar 31, 2023**

Citation Offense Count By Violation

Total Charges: **1162**

Description	Count
FAILED TO DIM HEADLIGHTS - MEETING	13
FAILED TO DRIVE IN A SINGLE LANE	3
FAILED TO PASS TO RIGHT SAFELY/IMPROPER PASSING	1
FAILED TO SIGNAL TURN	3
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	10
ILLEGAL BUYERS TAGS	11
ILLEGAL PARKING - NO PARKING ANY TIME	2
ILLEGAL PASSING - 100FT OF INTERSECTION	1
ILLEGAL PASSING - LEFT TURN ONLY LANE	6
ILLEGAL WINDOW TINT	1
IMPROPER TURN	7
NO DRIVERS LICENSE	128
NO FRONT LICENSE PLATE	15
NO LICENSE NUMBER PLATES-TRAILER	1
NO SEAT BELT - DRIVER	1
OPEN CONTAINER	2
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	3
OPERATE UNREGISTERED MOTOR VEHICLE	14
PASSING/DISREGARD NO PASSING ZONE	2
RAN RED LIGHT	6
RAN STOP SIGN	20
SPEEDING (NU)	19
SPEEDING >10% ABOVE POSTED LIMIT	113
SPEEDING IN CONSTRUCTION ZONE/WORKERS PRESENT	3
SPEEDING IN SCHOOL ZONE	11
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	5
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	1

Spring Valley Village, TX PD **Mar 1, 2023 - Mar 31, 2023**

Citation Offense Count By Violation

Total Charges: **1162**

Description	Count
VIOLATE DL RESTRICTION B	1
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	9

Greater Harris County 9-1-1 Emergency Network Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is prepared at the request of Greater Harris County 9-1-1 Emergency Network (GHC 9-1-1) to provide written documentation of the agreement between the primary 9-1-1 Emergency Call Center and their designated alternate route location.

- The originating 9-1-1 Emergency Call Center, Hedwig Village Police is designating Spring Valley Village Police, as their alternate 9-1-1 call route location.

Provision of 9-1-1 emergency communications to the area indicated above requires that the Hedwig Village Police to agree to be the Spring Valley Village Police alternate route.

By virtue of agreeing, the Parties acknowledge that they have reviewed and approve.

Any changes to this MOU must be made in writing with immediate notice to GHC 9-1-1 to be effective. Failure to notify shall nullify any attempted modification.

This MOU is entered into this 1 day of March, 2023 as attested to by the following officials of the represented agencies.

[Signature of Primary 9-1-1 Emergency Call Center]

DocuSigned by:
Amanda Winter
89B8A8A25EAA409...

Signed By
Printed Name: Amanda Winter
Title: Civilian Supervisor

[Signature of Alternate Route Location]

DocuSigned by:
Debbie Gonzalez
3A05BD2D4456420...

Signed By
Printed Name: DEBBIE GONZALEZ
Title: TAC/LASO

Accepted By:
Greater Harris County 9-1-1 Emergency Network

DocuSigned by:
MONETTE HURTT
632FD8BCF619426...

Monette Hurt

MEETING DATE:	April 25, 2023
TOPIC:	**Approval of the Village Fire Department's FY 2023 Budget Amendments (2023-01, 2023-02, & 2023-03).**
BACKGROUND:	The Fire Department Board of Commissioners has approved three budget amendments as follows: The first amendment obtained unanimous approval by the Board of Commissioners during their regular called meeting on February 22, 2023. The amendment approved was to increase the 2023 budget line item for vehicle expenditures from $220,000 to $400,000. This amended budget **will not** increase the assessment to Spring Valley Village and will be funded from money in the Capital Replacement line item. The second amendment was unanimously approved by the Board of Commissioners during a special called meeting on March 2, 2023, The amendment approved increasing 2023 budget line items as follows: • Computer Radio Equipment – from $29,000 to $100,000 • Protective Gear – from $55,000 to $125,000. The third amendment unanimously approved by the Board of Commissioners during the March 22, 2023 regular meeting was to increase the line item, *contingency facility*, from $16,000 up to $200,000 for the completion of a roof retrofit on the Annex of the Fire Station. The total of these three budget line item amendments is $325,000, and **will** increase the City's assessment in total $38,018.24. This amount will come from the General Fund, Fund Balance.
RECOMMENDATION:	Staff recommends approval of the Village Fire Department's Budget Amendments as requested.
ATTACHMENTS:	• Letters Dated March 2, 2023, March 3, 2023 and April 20, 2023 from Village Fire Department Regarding Budget Amendments
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# ___________ ☒ $38,018.24 from unassigned fund balance will be used and added to Acct/Project# 10-20-5628

FINANCE VERIFICATION OF FUNDING:	
B.A. Walker	
SUBMITTING STAFF MEMBER: Brent A. Walker, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

DIVIDER PAGE

TO: **Wendy Baimbridge, City of Hedwig Village**

Cassie Stevens, City of Hilshire Village

Tom Fullen, City of Hunters Creek Village

Bobby Pennington, City of Piney Point Village

Julie Robinson, City of Spring Valley Village

Karen Glynn, City of Bunker Hill Village

CC: Village Fire Department Commissioner and Alternates

From: Marlo Longoria

Date: March 2, 2023

Re: 2023 Budget Amendment 2023-01

During a regular fire commission board meeting on February 22, 2023, the Village Fire Department Board of Commissioners unanimously approved increasing the line item "Vehicle Expenditures" from $220,000 to $400,000 to complete the purchase of the two new ambulances and purchase an unbudgeted power-load system for $28,000. The total cost for the two new ambulances is $527,779.96. The cost includes two power-load systems, a cot, the full assembly of the ambulance, antennas, monitors, floor plate, and an $8,000 trade-in value.

The budget line "Vehicle Expenditures" increase will **not** increase 2023 assessments. The increase to the line item will be funded by $180,000 from the ending Capital Replacement fund balance of 2022.

Please place this budget amendment on your agenda for consideration and advise us on your council's action in writing.

Thank you,

Marlo Longoria

DIVIDER PAGE

To:

Wendy Baimbridge, City of Hedwig Village
Cassie Stevens, City of Hilshire Village
Tom Fullen, City of Hunters Creek Village
Bobby Pennington, City of Piney Point Village
Julie Robinson, City of Spring Valley Village
Karen Glynn, City of Bunker Hill Village

CC: Village Fire Department Commissioners and Alternates

From: Marlo Longoria

Date: March 3, 2023

Re: 2023 Budget Amendment 2023-02

During a special fire commission board meeting on March 2, 2023, the Village Fire Department Board of Commissioners unanimously approved increasing 2023 Budget line items:

- Computer/ Radios Equipment *Radio (system cost) from $29,000 to $100,000 to fund the additional 8 radios and accountability software; and

- Protective Gear from $55,000 to$125,000 to fund the 29 sets of bunker gear that were allocated in 2022 and some additional helmets/boots for firefighters.

Though these purchases were originally budgeted in 2022, the purchases were not finalized in 2022 and must be purchased in 2023. A significant portion of these funds are available through a 2022 surplus. However, due to overages in other categories in the 2022 Budget, the Village Fire Department now requires a budget amendment and additional funding for the above items in the 2023 Budget.

The total amendment is $141,000. The $141,000 will be funded by:

**** Assuming the 2022 Surplus is $91,041.62*

- *2022 surplus (pending audit) and a one-time additional assessment payment.*

Bunker Hill Village	19.00%	$ 9,492.09
Hedwig Village	18.50%	$ 9,242.30
Hilshire Village	3.00%	$ 1,498.75
Hunters Creek Village	22.25%	$ 11,115.74
Piney Point Village	21.00%	$ 10,491.26
Spring Valley Village	16.25%	$ 8,118.24
	Total	$ 49,958.38

Please place this budget amendment on your agenda for consideration and advise us on your council's action in writing.

Thank you,

Marlo Longoria

DIVIDER PAGE

TO: Wendy Baimbridge, City of Hedwig Village

Cassie Stevens, City of Hilshire Village

Tom Fullen, City of Hunters Creek Village

Bobby Pennington, City of Piney Point Village

Zachary Meadows, City of Spring Valley Village

Gerardo Barrera, City of Bunker Hill Village

CC: Village Fire Department Commissioner and Alternates

From: Marlo Longoria

Date: April 20, 2023

Re: 2023 Budget Amendment 2023-03

During a regular fire commission board meeting on March 22, 2023, the Village Fire Department Board of Commissioners unanimously approved increasing the previously amended line item "contingency facility" from $16,000 up to $200,000 for a roof retrofit on the annex roof. The total amendment is $184,000.00 which will be funded by:

Bunker Hill Village	19.00%	$ 34,960.00
Hedwig Village	18.50%	$ 34,040.00
Hilshire Village	3.00%	$ 5,520.00
Hunters Creek Village	22.25%	$ 40,940.00
Piney Point Village	21.00%	$ 38,640.00
Spring Valley Village	16.25%	$ 29,900.00
	Total	$ 184,000.00

Please place this budget amendment on your agenda for consideration and advise us on your council's action in writing.

Thank you,

Marlo Longoria

MEETING DATE:	April 25, 2023
TOPIC:	Proposed Fiscal Year 2023-2024 Budget Calendar.
BACKGROUND:	Since we are starting to develop the proposed FY 2023-2024 budget, a Proposed FY 2023-2024 Budget Calendar, a copy of which is included with this agenda item, has been developed and is presented to the Council for review, feedback and approval. The Proposed Budget Calendar has been developed to meet all State deadlines, and, to the greatest extent possible, Budget Workshops have been scheduled for regular Council meeting dates. In order to ensure that the Council has enough time to review the proposed budget over several meetings, <u>we propose that Council consider adding Budget Workshops at 5:00 pm on May 23, June 27, July 25, and August 22 – all of which are regularly scheduled Council meetings.</u> There is only one additional meeting date outside of regular Council meeting dates that is proposed: • **Tuesday, August 1, 2022 at 6:00 pm** – Special Council Meeting to Propose A Tax Rate for FY 2023 As a reminder, Senate Bill 2 adopted in 2019 significantly changed the budget process and deadlines for Texas cities. The City is no longer required to hold two separate public hearings on the proposed tax rate prior to adopting a tax rate. Consequently, the public hearings on the Fiscal Year 2023-2024 budget and tax rate are scheduled for the September 26, 2023 Regular Council Meeting.
RECOMMENDATION:	Staff requests feedback on and/or approval of the Proposed Budget Calendar and particularly the additional dates and times that have been included to ensure a quorum of Council will be in attendance.
ATTACHMENTS:	• Proposed Fiscal Year 2023-2024 Budget Calendar
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ___________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# ___________ will be transferred to Acct/Project# ___________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# ___________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# ___________
FINANCE VERIFICATION OF FUNDING:	B.A. Walen
SUBMITTING STAFF MEMBER: Zachary Meadows, Acting City Administrator / Director of Community Development	**CITY ADMINISTRATOR APPROVAL:** Zachary Meadows

DIVIDER PAGE

PROPOSED BUDGET CALENDAR

EST. 1955
SPRING VALLEY
VILLAGE

FISCAL YEAR 2023-2024

April 25	**Proposed Preliminary Budget Calendar Presented to City Council**
May 23	**Budget Policy Assumption Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
June 1	**Departments Notified Budget Preparation Documents are Available on Shared Drive.**
June 9	**Deadline for Departments to Load Base Budget and Budget Detail Sheets and Unfunded Supplemental Requests on Shared Drive.**
June 12-16	**Departmental Budget Review Sessions with City Administrator & City Treasurer (As Needed)**
June 27	**Budget Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
July 25	**Chief Appraiser Delivers Certified Appraisal Roll Or Certified Estimate Of Taxable Value To Tax Assessor** *(Property Tax Code §26.01(a) and (a-1)*
July 25	**Budget Workshop With City Council Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
August 1	**Special Council Meeting To Propose A Tax Rate For FY 2024.** **(NOTE: The Special Meeting will begin at 6:00 pm)** **Tax Assessor Submits No-New-Revenue And Voter-Approval Tax Rates To The City Council** *(Property Tax Code §26.04(e)*
August 7	**Deadline for The City to Post No-New-Revenue Tax Rate And Voter-Approval Tax Rate Along With Certain Debt Information On The**

	Home Page Of The City's Website In The Form Prescribed By The Comptroller. (*Property Tax Code § 26.04(d-3)*)
August 18	**Proposed Budget Filed With City Secretary And Posted To City Website** *(Local Govt. Code §102.005 (before 30th day before tax rate adopted))*
August 21	**City Secretary Sends Notice Of Public Hearings On Proposed FY 2024 Budget And Property Tax Rate To Newspaper**
August 22	**Budget Workshop With City Council To Review Proposed FY 2024 Budget Prior To Regular Council Meeting** **(NOTE: The Budget Workshop will begin at 5:00 pm prior to the Regularly Scheduled Council Meeting)**
Sept 6	**Publish Notice Of Public Hearing On Proposed FY 2024 Budget** *(Local Govt. Code §102.0065, Section (c) not earlier than the 30th or later than the 10th day before the date of the hearing)* **Publish Notice Of Public Hearing On Proposed FY 2024 Tax Rate** (Only applies if tax rate will exceed the no-new-revenue rate, *Property Tax Code §26.065)* (*Property Tax Code §26.06(a) and Local Govt. Code §140.010, no less than 5 days' notice before hearing on tax rate increase – Not be smaller than one-quarter page notice in newspaper and on City website)* **Continuous Internet Notice Of Tax Rate Hearing Begins** (Applies if tax rate will exceeds the no-new-revenue rate, *Property Tax Code §26.065)*
Sept 26	**Council Holds Public Hearing On Proposed Budget** *(Local Govt. Code §102.006(b))* **Council Adopts FY 2022-2023 Budget** **Council Holds Public Hearing On FY 2024 Tax Rate** *(Tex. Tax Code* §26.05) **Council Adopts FY 2024 Tax Rate** (Separate actions with budget being adopted prior to tax rate) *****ATTENDANCE IS IMPERATIVE***** *(Local Govt. Code §102.009 (Adopt by Sept. 29 or within 60 days of receiving certified appraisal roll, whichever is later) & Tex. Tax Code 26.06(e))* Adopted Budget Filed With City Secretary and Harris County Clerk *(Local Govt. Code §102.008)*
Sept 29	Filing And Distribution of Adopted Budget
Oct 1	**Begin New Fiscal Year**

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 25, 2023
TOPIC:	**Ordinance Number 2023-XX** **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.**
BACKGROUND:	On March 30, 2023, the City of Houston notified the City of Spring Valley Village by letter that both the surface water and wastewater rates paid by the City would be increasing by 9.2% as of April 1, 2023. A copy of the City of Houston's notice to the City is provided with this agenda item. The proposed Ordinance would increase the City's water rates by 9.2% to recoup the increased charges from the City of Houston. If approved, the new water rates would be effective May 1, 2023.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2023-XX • Copy of Letter Dated April 1, 2023 from City of Houston Notifying Spring Valley Village of Water Rate Increases
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# __________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☒ Additional Revenue will be added to Revenue Acct# _20-01-5260_
FINANCE VERIFICATION OF FUNDING:	B.A. Walker
SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

ORDINANCE NO. 2023-XX

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

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

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

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

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

(1) **Residential Water:**

(1.1) First Meter: Residential

Inside City Rates

Base Fee	$ 29.21 for 0-3,000 gal

Plus

3,001-10,000 gal	$ 5.63 per 1,000 gal
10,001-15,000 gal	$ 5.76 per 1,000 gal
15,001-20,000 gal	$ 5.91 per 1,000 gal
20,001-30,000 gal	$ 6.06 per 1,000 gal
30,001-40,000 gal	$ 6.18 per 1,000 gal
40,001-50,000 gal	$ 6.32 per 1,000 gal
50,001-60,000 gal	$ 6.47 per 1,000 gal
60,001-70,000 gal	$ 6.98 per 1,000 gal
70,001 and over	$ 8.36 per 1,000 gal

Outside City Rates

Base Fee	$ 58.46 for 0-3,000 gal

Plus

3,001-10,000 gal	$ 11.27 per 1,000 gal
10,001-15,000 gal	$ 11.52 per 1,000 gal
15,001-20,000 gal	$ 11.83 per 1,000 gal
20,001-30,000 gal	$ 12.11 per 1,000 gal
30,001-40,000 gal	$ 12.37 per 1,000 gal
40,001-50,000 gal	$ 12.65 per 1,000 gal
50,001-60,000 gal	$ 12.93 per 1,000 gal
60,001-70,000 gal	$ 13.95 per 1,000 gal
70,001 and over	$ 16.72 per 1,000 gal

(1.2) Second Meter: Residential Irrigation

Inside City Rates

0-10,000 gal	$ 5.63 per 1,000 gal
10,001-15,000 gal	$ 5.76 per 1,000 gal
15,001-20,000 gal	$ 5.91 per 1,000 gal
20,001-30,000 gal	$ 6.06 per 1,000 gal
30,001-40,000 gal	$ 6.18 per 1,000 gal
40,001-50,000 gal	$ 6.32 per 1,000 gal
50,001-60,000 gal	$ 6.47 per 1,000 gal
60,001-70,000 gal	$ 6.98 per 1,000 gal
70,001 and over	$ 8.36 per 1,000 gal

Outside City Rates

0-10,000 gal	$ 11.27 per 1,000 gal
10,001-15,000 gal	$ 11.52 per 1,000 gal
15,001-20,000 gal	$ 11.83 per 1,000 gal
20,001-30,000 gal	$ 12.11 per 1,000 gal
30,001-40,000 gal	$ 12.37 per 1,000 gal
40,001-50,000 gal	$ 12.65 per 1,000 gal
50,001-60,000 gal	$ 12.93 per 1,000 gal
60,001-70,000 gal	$ 13.95 per 1,000 gal
70,001 and over	$ 16.72 per 1,000 gal

(1.3) Minimum Residential Bill: $29.21 (inside city limits)
$58.43 (outside city limits)
(single charge applicable whether one or two meters)

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

(2) Master Metered Residential Communities:

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

Inside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8” or 3/4” meter	$ 36.43
1’ meter	$ 50.45
1.5” meter	$ 70.07
2” meter	$ 98.09
3” meter	$ 135.93
4” meter	$ 187.78
6” meter	$ 259.24
8” meter	$ 357.34

Plus

All Consumption	$ 6.50 per 1,000 gal

Outside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8” or 3/4” meter	$ 72.87
1’ meter	$ 100.91
1.5” meter	$ 140.13
2” meter	$ 196.18
3” meter	$ 271.86
4” meter	$ 375.56
6” meter	$ 518.48
8” meter	$ 714.69

Plus

All Consumption	$ 13.01 per 1,000 gal

(2.2) Second Meter: Irrigation

Inside City Rates

0-10,000 gal	$ 5.63 per 1,000 gal
10,001-15,000 gal	$ 5.76 per 1,000 gal
15,001-20,000 gal	$ 5.91 per 1,000 gal
20,001-30,000 gal	$ 6.06 per 1,000 gal

Outside City Rates

0-10,000 gal	$ 11.27 per 1,000 gal
10,001-15,000 gal	$ 11.52 per 1,000 gal
15,001-20,000 gal	$ 11.83 per 1,000 gal
20,001-30,000 gal	$ 12.11 per 1,000 gal

30,001-40,000 gal	$ 6.18 per 1,000 gal
40,001-50,000 gal	$ 6.32 per 1,000 gal
50,001-60,000 gal	$ 6.47 per 1,000 gal
60,001-70,000 gal	$ 6.98 per 1,000 gal
70,001 and over	$ 8.39 per 1,000 gal

30,001-40,000 gal	$ 12.37 per 1,000 gal
40,001-50,000 gal	$ 12.65 per 1,000 gal
50,001-60,000 gal	$ 12.93 per 1,000 gal
60,001-70,000 gal	$ 13.95 per 1,000 gal
70,001 and over	$ 16.72 per 1,000 gal

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

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

(3) **Commercial Water:**

- Includes Apartments

(3.1) First Meter: Commercial Properties

Inside City Rates

Base Fee	$ 50.58 for 0-3,000 gal

Plus

3,001-10,000 gal	$ 11.96 per 1,000 gal
10,001-15,000 gal	$ 12.09 per 1,000 gal
15,001-20,000 gal	$ 12.24 per 1,000 gal
20,001-30,000 gal	$ 12.37 per 1,000 gal
30,001-40,000 gal	$ 12.51 per 1,000 gal
40,001-50,000 gal	$ 12.66 per 1,000 gal
50,001-60,000 gal	$ 12.79 per 1,000 gal
60,001-70,000 gal	$ 12.92 per 1,000 gal
70,001 and over	$ 13.07 per 1,000 gal

Outside City Rates

Base Fee	$ 101.16 for 0-3,000 gal

Plus

3,001-10,000 gal	$ 23.91 per 1,000 gal
10,001-15,000 gal	$ 24.17 per 1,000 gal
15,001-20,000 gal	$ 24.48 per 1,000 gal
20,001-30,000 gal	$ 24.73 per 1,000 gal
30,001-40,000 gal	$ 25.02 per 1,000 gal
40,001-50,000 gal	$ 25.32 per 1,000 gal
50,001-60,000 gal	$ 25.58 per 1,000 gal
60,001-70,000 gal	$ 23.83 per 1,000 gal
70,001 and over	$ 26.14 per 1,000 gal

(3.2) Second Meter: Commercial Irrigation

Inside City Rates

0-10,000 gal	$ 11.96 per 1,000 gal
10,001-15,000 gal	$ 12.09 per 1,000 gal
15,001-20,000 gal	$ 12.24 per 1,000 gal
20,001-30,000 gal	$ 12.37 per 1,000 gal
30,001-40,000 gal	$ 12.51 per 1,000 gal
40,001-50,000 gal	$ 12.66 per 1,000 gal
50,001-60,000 gal	$ 12.79 per 1,000 gal
60,001-70,000 gal	$ 12.92 per 1,000 gal
70,001 and over	$ 13.07 per 1,000 gal

Outside City Rates

0-10,000 gal	$ 23.91 per 1,000 gal
10,001-15,000 gal	$ 24.17 per 1,000 gal
15,001-20,000 gal	$ 24.48 per 1,000 gal
20,001-30,000 gal	$ 24.73 per 1,000 gal
30,001-40,000 gal	$ 25.02 per 1,000 gal
40,001-50,000 gal	$ 25.32 per 1,000 gal
50,001-60,000 gal	$ 25.58 per 1,000 gal
60,001-70,000 gal	$ 25.83 per 1,000 gal
70,001 and over	$ 26.14 per 1,000 gal

(3.3) Minimum Commercial Bill: $50.58 (inside city limits)
$101.16 (outside city limits)
(single charge applicable whether one or two meters)

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

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

Section 3. Beginning with the month of **May 2023**, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village water system.

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

DULY PASSED, APPROVED, AND ADOPTED this 25th day of April, 2023.

____
Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE

HOUSTON PUBLIC WORKS

April 1, 2023

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 8.2%. The City of Houston population increased by 1%. The inflationary index of 8.2% when combined with the population increase of 1% results in an automatic annual water and wastewater rate increase of 9.2% on April 1, 2023.

This year, in addition to the 9.2% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2022 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law.

New rate tables will be posted on April 1, 2023, at www.HoustonWater.org. Customers are also encouraged to take advantage of the website to sign up for ebills, automatic payments, and to obtain tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions, please call 713-371-1400.

Sincerely,

Lisa Garrison

Lisa Garrison

Director

Customer Account Services

1 de abril de 2023

Estimado cliente:

Las ordenanzas de la ciudad exigen que, todos los años, se ajusten automáticamente las tarifas de agua y alcantarillado en función de los índices de inflación. El índice de inflación anual en nuestra área es del 8.2 %. Además, la población de la ciudad de Houston creció un 1 %. Cuando se combina el índice de inflación del 8.2 % con el aumento de la población del 1 %, se obtiene automáticamente un aumento anual de las tarifas de agua y alcantarillado del 9.2 %, a partir del 1 de abril de 2023.

Este año, además del ajuste de tarifas anual automático del 9.2 %, la ordenanza n.º 2021-515 adoptó el Estudio de tarifas por el costo del servicio de agua y alcantarillado de 2022, que permite actualizar las tarifas anualmente durante un período de 5 años. Estos ajustes de tarifas son necesarios para pagar el aumento de los costos de operación, mantenimiento y reparación del sistema combinado de servicios de agua y alcantarillado, así como el servicio de la deuda correspondiente a los bonos y otras obligaciones del sistema de servicios públicos. También se necesitan para proteger la integridad económica del sistema de servicios públicos y cumplir con determinados acuerdos de bonos y todas las demás leyes vigentes.

Publicaremos las tablas con las nuevas tarifas el 1 de abril de 2023 en www.HoustonWater.org. Animamos también a los clientes a que aprovechen el sitio web para registrarse para recibir facturas electrónicas, hacer pagos automáticos y obtener consejos sobre cómo minimizar el consumo de agua. El área de Servicios de Cuentas de Clientes está buscando constantemente maneras de mejorar el servicio prestado. Si tiene alguna pregunta, llame al 713-371-1400.

Atentamente,

Lisa Garrison

Lisa Garrison

Directora

Servicios de Cuentas de Clientes

PO Box 1562 | Houston, Texas 77251-1562 | HoustonPublicWorks.org
Proyectos de Capital | Servicios de Cuentas de Clientes | Houston Permitting Center | Aguas de Houston | Operaciones de Transporte y Desagüe

MEETING DATE:	April 25, 2023
TOPIC:	**Ordinance Number 2023-XX** **AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.**
BACKGROUND:	On March 30, 2023, the City of Houston notified the City of Spring Valley Village that the wastewater rate paid by the City would be increasing by 9.2% as of April 1, 2023. A copy of the City of Houston's notice to the City is provided with this agenda item. When the City received the new rate tables from the City of Houston, staff calculated that the new rates were actually higher than the indicated 9.2%. According to paragraph 2 of the attached City of Houston letter, the City of Houston adopted Ordinance No. 2021-515 related to a Water & Wastewater Cost of Service Rate Study. This Ordinance allows for new annual rates over a 5-year period on top of the automatic annual adjustments made by the City of Houston. Based on this Ordinance the rate increase is equivalent to 11.67% instead of the 9.2%. The proposed Ordinance would increase the City's wastewater rates by 11.67% to recoup the increased charges from the City of Houston. If approved, the new wastewater rates would be effective May 1, 2023.
RECOMMENDATION:	Staff recommends approval of the Ordinance.
ATTACHMENTS:	• Ordinance Number 2023-XX • Copy of Letter Dated April 1, 2023 from City of Houston Notifying Spring Valley Village of Water and Wastewater Rate Increases

FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received.
	☐ Full amount already budgeted in Acct/Project# ___________
	☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:
	  ☐ $_______ from Acct/Project# ___________ will be transferred to Acct/Project# ___________
	  ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# ___________
	  ☒ Additional Revenue will be added to Revenue Acct# 20-01-5270

FINANCE VERIFICATION OF FUNDING:	
B.A. Walker	
SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Brent Walker, City Treasurer	

DIVIDER PAGE

ORDINANCE NO. 2023-XX

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

* * * * * *

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

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

6.004 Sewer Rates

1. Residential Sewer:
   - (1.1) $23.41 per month flat rate; plus
   - (1.2) $7.509 per 1,000 gallons of metered water provided to residential customers
   - (1.3) Out of City Customers, two hundred (200) percent of the rate.

2. Non-Residential Sewer:
   - (2.1) $31.22 per month flat rate; plus
   - (2.2) $13.403 per 1,000 gallons of metered water provided to commercial customers
   - (2.3) Out of City Customers, two hundred (200) percent of the rate.

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

Section 3. Beginning with the month of **May 2023**, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village sewer systems.

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

PASSED, APPROVED, AND ADOPTED this 25th day of April, 2023.

____
Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE

April 1, 2023

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 8.2%. The City of Houston population increased by 1%. The inflationary index of 8.2% when combined with the population increase of 1% results in an automatic annual water and wastewater rate increase of 9.2% on April 1, 2023.

This year, in addition to the 9.2% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2022 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law.

New rate tables will be posted on April 1, 2023, at www.HoustonWater.org. Customers are also encouraged to take advantage of the website to sign up for ebills, automatic payments, and to obtain tips on ways to minimize water usage. Customer Account Services is continuously looking for ways to better serve you. If you have any questions, please call 713-371-1400.

Sincerely,

Lisa Garrison

Lisa Garrison

Director

Customer Account Services

1 de abril de 2023

Estimado cliente:

Las ordenanzas de la ciudad exigen que, todos los años, se ajusten automáticamente las tarifas de agua y alcantarillado en función de los índices de inflación. El índice de inflación anual en nuestra área es del 8.2 %. Además, la población de la ciudad de Houston creció un 1 %. Cuando se combina el índice de inflación del 8.2 % con el aumento de la población del 1 %, se obtiene automáticamente un aumento anual de las tarifas de agua y alcantarillado del 9.2 %, a partir del 1 de abril de 2023.

Este año, además del ajuste de tarifas anual automático del 9.2 %, la ordenanza n.º 2021-515 adoptó el Estudio de tarifas por el costo del servicio de agua y alcantarillado de 2022, que permite actualizar las tarifas anualmente durante un período de 5 años. Estos ajustes de tarifas son necesarios para pagar el aumento de los costos de operación, mantenimiento y reparación del sistema combinado de servicios de agua y alcantarillado, así como el servicio de la deuda correspondiente a los bonos y otras obligaciones del sistema de servicios públicos. También se necesitan para proteger la integridad económica del sistema de servicios públicos y cumplir con determinados acuerdos de bonos y todas las demás leyes vigentes.

Publicaremos las tablas con las nuevas tarifas el 1 de abril de 2023 en www.HoustonWater.org. Animamos también a los clientes a que aprovechen el sitio web para registrarse para recibir facturas electrónicas, hacer pagos automáticos y obtener consejos sobre cómo minimizar el consumo de agua. El área de Servicios de Cuentas de Clientes está buscando constantemente maneras de mejorar el servicio prestado. Si tiene alguna pregunta, llame al 713-371-1400.

Atentamente,

Lisa Garrison

Lisa Garrison

Directora

Servicios de Cuentas de Clientes

PO Box 1562 | Houston, Texas 77251-1562 | HoustonPublicWorks.org
Proyectos de Capital | Servicios de Cuentas de Clientes | Houston Permitting Center | Aguas de Houston | Operaciones de Transporte y Desagüe

MEETING DATE:	April 25, 2023
TOPIC:	**Resolution Number 23-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2023 AND 2024; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	Belt Harris Pechacek LLC has been the City's auditor for the last several years, and the audit services provided to the City have been great. Therefore, the recommendation is to retain Belt Harris Pechacek for audit services for Fiscal Years 2023 and 2024. The Engagement Letter that is submitted for Council's consideration provides for Fiscal Year 2023 audit fees of $30,450 and Fiscal Year 2024 audit fees of $33,000 for the City's Financial Statement and the Legacy Fund. If the Engagement Letter is approved, these fees will built into the FY 2023 and 2024 Budgets.
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:	B.A. Walker
SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	**CITY ADMINISTRATOR APPROVAL:**

DIVIDER PAGE

RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ENGAGEMENT LETTER FOR AUDIT SERVICES BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND BELT HARRIS PECHACEK, LLC FOR FISCAL YEARS 2023 AND 2024; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented an Engagement Letter for audit services by and between the City of Spring Valley Village, Texas and Belt Harris Pechacek LLC for Fiscal Years 2023 and 2024 (hereinafter called "Engagement Letter"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 25th day of April, 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 19-XX

Engagement Letter

April 10, 2023

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

We are pleased to confirm our understanding of the services we are to provide for the City of Spring Valley Village, Texas (the "City") for the years ended September 30, 2023 and 2024.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the years ended September 30, 2023 and 2024.

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

1. Legacy Fund: Blended, No Separate Financial Statements

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

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

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Budgetary Comparison Schedule(s)

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

1. Introductory Section
2. Statistical Section

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

Audit Procedures-Internal Control

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

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

Audit Procedures-Compliance

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

Other Services

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

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

Nonaudit Services

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

1. **Preparation of Documents**
   We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
   We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
   We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
   To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.

5. **Printing and Binding**
   All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.
6. **Electronic Adobe Searchable PDF**
   In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.
7. **Client Portal - Auditbox**
   We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

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

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

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

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

You are responsible for the preparation of the supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

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

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

Fee Estimates

	2023	2024
Financial Statement Audit- ACFR	$ 29,950	$ 32,500
Legacy Fund*	$ 500	$ 500

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

GASB Statement 96

Governmental Accounting Standards Board Statement 96, *Subscription-Based Information Technology Arrangements*("GASB 96") takes effect this year. GASB 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. The standards for SBITAs are based on the standards established in GASB 87, *Leases* ("GASB 87"). Under GASB 96, a government should recognize a right-to-use subscription asset - an intangible asset - and a corresponding subscription liability. Similar to GASB 87, GASB 96 will require management to evaluate the impact, plan for the impact, and make necessary changes in business processes. Implementation of GASB 96 will generally require centralized SBITA document management; in-depth review of SBITA documents; recording and tracking of multiple data points per arrangement, which may necessitate new software based on the volume of SBITAs; and development of new controls, reconciliations, and policies and procedures. Management needs to begin making initial assessments immediately to determine the lead time and resources needed. Management should establish the goal of being fully implemented at the earlier of interim audit procedures or 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the financial statements. If management is not prepared by the regularly scheduled start date for the audit, the options will be to receive a modified audit opinion, for us to withdraw from the engagement, or to reschedule the engagement to the end of the government audit season, April 2024. The number of SBITAs that an organization has will likely be grossly underestimated and the time requirement to assemble and evaluate documents understated. Accordingly, **it is imperative to begin the GASB 96 SBITA process early to avoid negative impact.**

Our fee estimate does not include any additional time to prepare required data and disclosures or to perform audit procedures as the number and types of SBITAs varies significantly by organization. Time associated with GASB 96 will be tracked and billed separately. It is imperative that the GASB 96 work be fully completed prior to the interim audit, which typically occurs during the summer.

Non-Single Audit Engagement

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

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

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

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

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

Foreign Terrorists Organizations

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

Vendor Representation Regarding Israel

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

Required Non-Appropriation Clause

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

Authorization of CPA's Disclosure

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

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

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:

Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

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

____
The Honorable Marcus Vajdos, Mayor

____
Date

MWH GROUP
CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS

Report on the Firm's System of Quality Control

January 5, 2022

To the Partners of Belt, Harris, Pechacek, LLLP
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP (the firm) in effect for the year June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP, in effect for the year ended June 30, 2021, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail*. Belt, Harris, Pechacek, LLLP, has received a peer review rating of *pass.*

Very truly yours,

MWH Group, P.C.

MWH Group, PC

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	April 25, 2023
TOPIC:	Appointment of Alternate Commissioner to Village Fire Department Commission.
BACKGROUND:	During the Fire Department discussion during the March 28, 2023 City Council Meeting, staff was asked to have an item on the April Council meeting to nominate a new alternate Fire Commissioner. Council Member Bo Bothe, currently serving in this role would be no longer serving on City Council after May, and as such, a new alternate commissioner would need to be appointed.
RECOMMENDATION:	None
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:

B.A. Walker

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Zachary Meadows, Director of Community Development/Acting City Administrator	Zachary M

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		