



Regular City Council Meeting
August 22, 2023
6:00 p.m.



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, August 22, 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/82332334715>

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: 823 3233 4715 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. PLEDGE OF ALLEGIANCE

2.1 American Flag

2.2 Texas Flag – *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

3. INTRODUCTIONS

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 Administer Oaths of Office

- Council Member David Dominy

5. 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.**

5.1 PUBLIC COMMENTS (THREE MINUTE LIMIT)

At this time, any person with City-related business may speak to the Council. In compliance with the Texas Open Meetings Act, the City Council may not

deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

6. 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.

- 6.1 Minutes for Regular Called City Council Meeting on June 27, 2023
- 6.2 Minutes for Special Called City Council Meeting on August 2, 2023
- 6.3 Minutes for Special Called City Council Meeting on August 10, 2023
- 6.4 Approval of Resolution Number 23-XX Ratification of Pay Estimate No. 1 Krist Outfall Reconstruction Project to On Par Civil Services, LLC in the amount of \$101,835.00.
- 6.5 Approval of Pay Estimate No. 2 Krist Outfall Reconstruction Project to On Par Civil Services, LLC in the amount of \$102,375.00.

OLD BUSINESS

- 7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** July 2023 Police Department Staff Report (Chief Schulze):
 - 1. Number of Calls for Service
 - 2. Number of Traffic Violations
- 8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on June 28, 2023, and Any Special Meetings That May Have Occurred since June 28, 2023. (Mayor Pro-Tem Carpenter / Council Member Lisenby)
- 9. **PRESENTATION, DISCUSSION, AND DIRECTION CONCERNING:** Draft Budget for Fiscal Year 2023-2024.
- 10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** RESOLUTION NUMBER 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING PROPOSAL FOR POLICE BODY CAMERAS, IN-CAR CAMERA UNITS AND ASSOCIATED SOFTWARE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND AXON ENTERPRISE, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

NEW BUSINESS

- 11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Appointments / Reappointments to Boards and Commissions:

A. Planning & Zoning Commission

B. Board of Adjustment

12. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending June 30, 2023.
13. **DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Review of printing and mailing of utility bills with local printing company
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Final Pay Estimate Cedarspur, Bukhart And Winningham Pavement and Improvement Project to MetroCity in the amount up to \$135,099.64
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2023-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 20 TO THE PERSONNEL MANUAL, TO AMEND SECTION 20.3, CREATION, APPROVAL AND REGISTRATION, OF CHAPTER 20, SOCIAL MEDIA POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2023-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ARTICLE 7.8 – JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
17. **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 Krist Drive Outfall Repair
 3. Status of Brighton Place Paving & Utility Improvements Project
 4. Update of Bingle Road Diet.

18. **ADJOURNMENT**

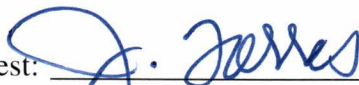
Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

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

Regarding Economic Development Negotiations).

I certify that a copy of the August 22, 2023 agenda of items to be considered by City Council was posted on or before the 18th day of August 2023, by 2:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:



Jasmin Torres
City Secretary



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

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JUNE 27, 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 6:01 p.m.

Members Present:

Mayor Marcus Vajdos
Council Member John Lisenby
Council Member Steve Bass
Council Member Joy McCormack

Members Absent:

Mayor Pro Tem Allen Carpenter
Council Member David Dominy

2. PLEDGE OF ALLEGIANCE

- 2.1 American Flag
- 2.2 Texas Flag

Mayor Vajdos led the City Council, City staff, and visitors in the Pledge of Allegiance during the Regular City Council Meeting.

3. INTRODUCTIONS

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

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

- 4.1 Administer Oaths of Office
 - Council Member David Dominy

This item will be addressed and completed at the August Regular Council meeting as Council Member Dominy was not in attendance and the July Regular Council Meeting has been canceled.

5. 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.

5.1 PUBLIC COMMENTS (THREE MINUTE LIMIT)

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

5.1.1 Mike Baker, who lives at 11603 Arrowwood Drive, addressed the Council regarding his gratitude for the Spring Valley Village Police Department

5.1.2 Lisa Gilmore, District Director for Congressman Wesley Hunt was in attendance.

5.1.3 Mark Peachy, who lives at 1200 Anne Street, spoke to the Council regarding continued concerns with the traffic flow because of the Kelsey Seybold building. Mr. Peachy was requesting an update from the Council about what has been discussed to address the continued issues.

5.1.4 Ryan Stock, a scout with Troop 1608, was in attendance.

5.2 PERSONAL APPEARANCES (Public Comments)

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

5.2(a) Michelle Rodney, 6 Inverness Park Circle, and Cathy Murray, 1 Inverness Park Circle, Inverness Park Circle Home Owner's Association Curb Repairs.

Ms. Rodney addressed the Council and gave Miguel Ramirez Public Works Superintendent and Kristina Watson Public Works Director her gratitude on behalf of the Inverness Park Circle Home Owner's Association for the Public Work Department's work on the curb repairs and the trimming of a tree that was growing in a fence.

6. 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.

6.1 Minutes for Special Called City Council Meeting on May 23, 2023

6.2 Minutes for Regular Called City Council Meeting on May 23, 2023

6.3 Approval of Pay Estimate No. 12 for Cedarspur, Burkhardt, and Winningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount

of \$24,327.80.

Council Member McCormack made a motion to approve all items on the Consent Agenda, and Council Member Bass seconded the motion. Motion carried 3-0.

OLD BUSINESS

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

1. Number of Calls for Service – 3,707
2. Number of Traffic Violations – 994
3. Mayor Vajdos gave a brief update of the changes that have been requested of Kelsey Seybold, such as the address changes of the public address, a new monument sign closer to the garage areas, and the updates to the mapping and addressing systems to better guide those come to the building. Chief Schulze gave an update stating that a no U-turn sign was added in the area and has been aiding in guiding traffic and visibility.

8. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on May 24, 2023, and Any Special Meetings That May Have Occurred since May 24, 2023. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

Council Member Lisenby spoke of the major issues addressed at the last Village Fire Department Commissioners Meeting which were the current budget issues, the 2022 budget audit that ended with a \$91,000 surplus as a result of capital expenditure for bunker gear of \$171,000 that was not purchased, but instead using those funds for other items over time. Due to this and other issues that have surfaced, a separate bank account has been set up for annual capital improvements to be taken from helping to further eliminate the co-mingling of funds. Currently, all 53 positions are filled causing the personnel budget to be raised but the overtime budget to go down.

NEW BUSINESS

9. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Request for Rate Modification by Green for Life Environmental (“GFL”) Effective January 2024

Director of Community Development Zachary Meadows presented the Rate Modification by Green for Life Environmental (“GFL”) to the Council. The current rate percentage increase proposed is 3.99%. Council Member McCormack asked for there to be a clarification made from GFL regarding the percentage increase they have presented and how they came to that percentage. At this time, the Council decided to take no action.

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Cancellation Of The City Council Meeting For July 25, 2023.

Council Member Bass made a motion to cancel the July 2023 Council Meeting due to many scheduling conflicts, and Council Member Lisenby seconded the motion. Motion carried 3-0.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Village Fire Department's FY 2022 Budget Amendment #3 (003-2022), and FY 2023 Budget Amendment #4 (2023-04).

Council Member Lisenby made a motion to approve the Village Fire Department's FY 2022 Budget Amendment #3 (003-2022), and FY 2023 Budget Amendment #4 (2023-04), and Council Member McCormack seconded the motion. Motion carried 3-0.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Proposed FY 2024 Village Fire Department Budget In The Amount Of \$9,913,487.85 With The City Of Spring Valley Village's Annual Assessment Being \$1,610,941.78 (16.25%).

Council Member McCormack made a motion to approve the ordinance as presented and changes, and Council Member Bass seconded the motion. Motion carried 3-0.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid Number CSB#2023-03-101 For Cedarspur (W. of Bingle) & Burkhart (E. of Bingle) Paving and Utility Improvements Project To Conrad Construction In An Amount Not To Exceed \$3,285,836.00 (Total Bid Amount).

Acting City Administrator Zachary Meadows briefed the Council on the recommendation from Gessner Engineering for Conrad Construction. Mr. Meadows explained that although Conrad Construction was not the lowest bid, based on the project type and scope of work, they were the best choice as they have done similar work throughout the City previously. Council Member McCormack made a motion to approve the ordinance as presented and changes, and Council Member Bass seconded the motion. Motion carried 3-0.

14. **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 CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION FOR THE CEDARSPUR STREET (WEST OF BINGLE) AND BURKHART ROAD (EAST OF BINGLE) PAVEMENT & UTILITY PROJECT (CSB#2023-03-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Council Member Lisenby made a motion to approve all items on the Consent Agenda, and Council Member Bass seconded the motion. Motion carried 3-0.

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

1. Status of Cedarspur, Burkhart, Winningham (East of Voss) Paving & Utility Improvements Project

Director of Public Works Kristina Watson informed Council that MetroCity has completed the punch list provided by City Staff and a final walk-through has been scheduled for Wednesday, June 28th.

2. Status of Krist Drive Outfall Repair

Director of Public Works Kristina Watson informed Council that OnPar Civil Services began on June 12th. The project is moving along well and on schedule. OnPar filmed the pipe from the street to the outfall and determined the pipe will need a cured-in-place pipe lining. This was included in the bidding items and will not cause any delays or additional cost.

3. Status of Brighton Place Paving & Utility Improvements Project

Ms. Watson informed the Council that CobbFendley continues to work on designs for the project. 100% design is expected in August.

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 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 6:49 p.m.

17. RECONVENE

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

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

None.

19. ADJOURNMENT

Council Member McCormack made a motion to adjourn the meeting at 7:16 p.m., and Council Member Lisenby seconded the motion. Motion carried 3-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, AUGUST 1, 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 Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Pro-Tem Carpenter at 6:00 p.m.

Members Present:

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

Members Absent:

Mayor Marcus Vajdos

2. PRESENTATION, DISCUSSION, AND DIRECTION CONCERNING: Draft Budget for Fiscal Year 2023-2024.

Acting City Administrator Zachary Meadows presented the Fiscal Year 2023-2024 Draft Budget. The tax rate used for producing the budget was the same as the current tax rate which is \$0.4050 per \$100 valuation. The largest change presented is the certification pay changes in conjunction with shift differential pay as well as education pay. Council Member Dominy and McCormack asked for clarification regarding the presented certification pay presented. During the discussion, further clarification was asked regarding the breakdown of the additional benefit pay on the Police Department side as well. Chief Schulze then explained that currently, the Police Department receives a stipend for the TCOLE Proficiency Licenses of levels Intermediate, Advanced, and Master which is for officers as well as telecommunicators. Chief Schulze explained that the certification pay updates are a result of needing to stay competitive against other agencies because recruiting is down and in a continued effort to receive the best trained and qualified individuals. Acting City Administrator Meadows and City Treasurer Brent Walker then addressed the Council on the comparisons other cities offer regarding the educational pay scales and found that the added educational benefits that are looking to be introduced at this time are standard for most cities, including the ones that were surveyed by previous City Administrator Julie Robinson. Council directed staff to bring the item back for further discussion. Discussions were held between Police Commissioner David Dixon, Chief Schulze, and Council regarding the need for shift differential pay. Chief Schulze mentioned that based on a verbal survey done with the surrounding villages some had a percentage built in, but to make it easier for accounting, he suggested a flat dollar amount.

At the time, Council Member McCormack shifted the discussion to the park budget and specific clarification on what is being done for continued maintenance. The proposed budget builds in an additional \$22,000 to address maintenance concerns and the removal of the

rocks form the playground area. Council Member Dominy asked about addressing the landscaping along the Katy Freeway. Mr. Meadows informed Council that at this time our landscaping services are out of contract and we would need to go out for bid regarding those contracted services and that Public Works Director Kristina Watson was currently working on the bid documents. City Council gave direction to City staff to look at possible options of contractors and estimates for the work that would be required for landscaping the area along Katy Freeway and the sound wall.

Mr. Meadows continued the budget discussion informing the Council that professional fees were increased by \$30,000 within the streets budget for completing a street asset assessment, of which was discussed at the CIP workshop in March.

At this time, the discussion was shifted to the Capital Replacement Fund, items that were added include: two (2) watch guard systems replacements, two (2) Toughbook computer replacements, and a new Public Information Act software, JustFOIA being requested by the City Secretary's office, to manage and better process PIA requests. There was discussion about the trends that have caused the search for this software, the research done on competitors as well as what other municipalities are doing, and the overall need for the software. City Secretary Jasmin Torres discussed the benefits of the software and the yearly cost. Also included in this replacement fund are IT infrastructure replacements, addressing recommendations from our current IT provider, BEMA. A large percentage of the breakdown of costs included with regards to IT is for cloud migration.

Additional capital outlay has been added to both the sewer and water utilities budgets to aid in the Public Works building project, expanding on the money already set aside in the Capital Improvements Plan for several years. This would be for a modular building to be added to the existing Public Works Building in order to add additional space, while also keeping and remodeling the existing building.

Commissioner Dixon and Captain Lane addressed the Council regarding an additional request for body camera and car camera updates and upgrades via Axon Enterprises because the current system and devices used will soon be at their end of life. This would add an additional \$80,000 a year for the body and car camera upgrade for a 5-year term. Council asked that this system be addressed either within the current budget or the proposed budget with more detail to be brought back at the Regular August City Council meeting. Chief Schulze and Sergeant Menchaca presented to the Council a total mapping station which was included in the Capital Replacement Fund presented in the proposed draft budget. This total mapping station would aide the Police Department in the event of a fatality accident to better analyze and complete the reporting and markups needed for a report of this nature and help create a digital map for crime scenes.

Lastly, there was a discussion on the health insurance rates that would be presented and Mr. Meadows informed Council that the first meeting regarding health changes would be the following week, however staff was confident in the number that they had been previously provided by the health broker.

3. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposing a Tax Rate Of \$0.4150 Per \$100 Valuation for The Fiscal Year Beginning October 1, 2023, And Ending September 30, 2024.

Following discussion, Council Member Dominy made a motion to propose a tax rate of \$0.4050 per \$100 valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024 and Council Member Bass seconded that motion. City Secretary Jasmin Torres recorded individual votes from each council member. The voting was as follows:

Council Members Bass – ‘Aye’
Council Member Carpenter – ‘Aye’
Council Member Dominy – ‘Aye’
Council Member Lisenby – ‘Aye’
Council Member McCormack – ‘Aye’
No ‘Nay’ votes were given.
Motion carried 5-0.

4. ADJOURNMENT

Council Member Lisenby made a motion to adjourn the meeting at 8:03 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Signed: _____

Marcus Vajdos
Mayor

Attest: _____

Jasmin Torres
City Secretary

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, AUGUST 10, 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 Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:08 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro-Tem Allen Carpenter

Council Member John Lisenby (video-conference)

Council Member Steve Bass

Council Member David Dominy

Council Member Joy McCormack

Members Absent:

None.

INTRODUCTIONS

Zachary Meadows, Acting City Administrator / Director of Community Development

Loren Smith, City Attorney

Carianne Riley, Assistant to the City Administrator

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

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

Council Adjourned into Executive Session at 6:11 p.m.

3. RECONVENE

The City Council meeting reconvened at 6:51 p.m.

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

None.

5. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Regarding the employment contract with John McDonald to serve as City Administrator.

John McDonald briefly introduced himself. Mayor Vajdos also thanked Diane White, Public Admin Consulting, for delivering the employment process. Council Member Dominy made a motion to accept the employment contract with John McDonald to serve as the City's next

City Administrator, and Council Member McCormack seconded the motion. Motion carried 5-0.

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

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

Council Adjourned into Executive Session at 6:53 p.m.

3. **RECONVENE**

The City Council meeting reconvened at 7:23 p.m.

6. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Award Of Competitive Sealed Bid Number CSB#2023-03-101, For Cedarspur (W. of Bingle) & Burkhardt (E. of Bingle) Paving and Utility Improvements Project.

Council Member Dominy made a motion to reject all bids associated with Competitive Sealed Bid Number CSB#2023-03-101 and Council Member Bass seconded the motion. Motion carried 5-0.

7. **ADJOURNMENT**

Mayor Pro-Tem Carpenter made a motion to adjourn the meeting at 7:25 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: August 22, 2023

TOPIC: Resolution Number 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING PAY ESTIMATE NUMBER 1 TO ON PAR CIVIL SERVICES, IN THE AMOUNT OF \$101,835.00 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND ON PAR CIVIL SERVICES, FOR THE KRIST DRIVE OUTFALL RECONSTRUCTION PROJECT (CSB #2023-04-102); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: On June 25, 2023, Acting City Administrator Zachary Meadows authorized payment of the 1st pay estimate to be submitted by On Par Civil Services, for the Krist Drive Outfall Reconstruction Project (2023-04-102) for work completed on the Project from June 1-June 30, 2023.

This pay estimate was submitted by On Par Civil Services to CobbFendley for the July City Council meeting; however, the meeting was cancelled. The pay estimate was approved prior to this Council meeting to ensure that the contractor is paid in accordance with the contract.

RECOMMENDATION: Grant Duke of CobbFendley and City staff recommend approval of this Resolution.

ATTACHMENTS: • Resolution No. 23-XX

FUNDING ISSUES:

- ☐ Not applicable – no dollars are being spent or received.
- ☒ Full amount already budgeted in Acct/Project#25-50-5551
- ☐ 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# _____

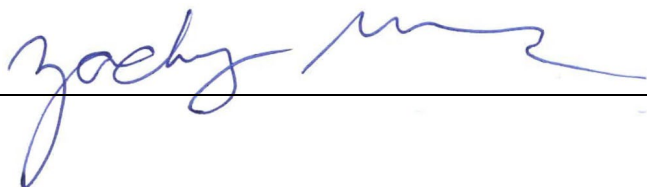
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Kristina Watson, Public Works Director

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING PAY ESTIMATE NUMBER 1 TO ON PAR CIVIL SERVICES, IN THE AMOUNT OF \$101,835.00 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND ON PAR CIVIL SERVICES, FOR THE KRIST DRIVE OUTFALL RECONSTRUCTION PROJECT (CSB #2023-04-102); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 25, 2023, the Acting City Administrator executed Pay Estimate Number 1 to On Par Civil Services in the amount of \$101,835.00 pursuant to the Agreement by and between the City of Spring Valley Village, Texas and On Par Civil Services for the Krist Drive Outfall Reconstruction Project (CSB #2023-04-102) ("Pay Estimate 1"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

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

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

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

Section 2. The actions of the Acting City Administrator taken for and on behalf of the City in executing Pay Estimate Number 1 on behalf of the City of Spring Valley Village are ratified in all respects.

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

DULY PASSED AND APPROVED on this the 22nd day of August, 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 22-XX

June 30, 2023

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

Re: 1218 Krist Drive Outfall Reconstruction
Payment Application #1
Project No. 2023-04-102

Dear Ms. Watson:

Attached is Payment Application #1 from On Par Civil Services, LLC. for the above-referenced project. We have reviewed the enclosed payment application and find it to be correct with quantities verified to the extent practical in the field. Retainage in the amount of 10% is being held in accordance with the Contract Documents. We recommend approval of payment in the amount of \$101,835.00.

If you have any questions or require additional information, I can be contacted at (713) 462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Grant Duke, E.I.T.
Project Engineer

Application and Certificate for Payment

PROJECT: 1218 Krist Drive Outfall Reconstruction
OWNER: City of Spring Valley Village

Estimate: #1

CONTRACT TIME

Notice to Proceed 6/1/2023
 Substantial Completion Date 7/6/2023
 Final Completion Date 7/16/2023

Initial Contract Time	45	days
Current Approved Extensions	0	days
Previous Approved Extensions	0	days
Total Contract Time	45	days
Spent Days	24	days
Days Remaining	21	days
Rain Days To Date	0	days
Percent of Contract Time Completed	53%	

PAY PERIOD: From: 6/1/2023
 To: 6/25/2023

CHANGE ORDERS

	No.	Date:	Amount:	Days:
Approved Change Orders:				

Total Change Orders:	\$0.00	0.00
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SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	229,400.00
Net Change by Change Orders:	\$	-
Contract Sum to Date:	\$	229,400.00
Total Completed to Date:	\$	113,150.00
Percent of Work Installed		49%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	11,315.00
Total Earned Less Retainage:	\$	101,835.00
Less Previous Certificates of Payment:	\$	-
Current Payment Due:	\$	101,835.00

PAYMENT REVIEW AND APPROVAL

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plan and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by:  Date: 6/26/2023
 On Par Civil Services, LLC.

The undersigned Engineer certifies that to the best of his knowledge and belief, the scope of work for which payment is applied for has been satisfactorily completed.

Approved by:  Date: 6/30/2023
 Cobb, Fendley & Associates, Inc.

Accepted by: _____ Date: _____
 City of Spring Valley Village

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 1 PAGE

Project: 1218 Krist Drive Outfall Reconstruction

Project Manager: Taylor Gray, P.E.
Engineer: CobbFendley

Project No.: 2023-04-102

Contractor: On Par Civil Services, LLC

Owner: Spring Valley Village

Application Date: 6/25/2023 Application No.: 1

Notice to Proceed Date: 1 June 2023

Contract Duration: 45

Period From: 6/1/2023 To: 6/25/2023

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		Additions \$	Deletions \$
Subsequent Change Orders			
Number	Approved (date)		

Net Change by Change Orders

Weather Days Requested To Date:
Liquidated Damages Assessed: None

Weather Days Granted:

Application is made for Payment, as shown below, in connection with the attached Contract Continuation Sheet(s).

The present status of the account for this Contract is as follows:

Original Contract Sum	\$ 229,400.00
Net Changes by Change Order	\$ -
Contract sum to Date	\$ 229,400.00
Total Completed to Date	\$ 113,150.00
Retainage 10 %	\$ 11,315.00
Total Earned Less Retainage	\$ 101,835.00
Less Previous Certificates for Payment	
Current Payment Due	\$ 101,835.00

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payment received from the Owner and that the current payment shown herein is now due.

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Contractor: On Par Civil Services, LLC

Engineer: CobbFendley

Signed by:



Date: 6/26/2023

Signed By:

Date:

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO : CobbFendley
 Owner: Spring Valley Village
 FROM CONTRACTOR: On Par Civil Services, LLC
 1220 Blalock Road Suite 300
 Hou, Tx 77055

PROJECT: 1218 Krist Drive Outfall Reconstri
 145 Frontage Road
 ARCHITECT: CobbFendley
 Engineer:

APPLICATION NO: 1
 APPLICATION DATE: 6/25/23
 PERIOD FROM: 6/1/23
 PERIOD TO: 6/27/23
 PROJECT NO: 2023-04-102
 CONTRACT DATE: June 1, 2023

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: Outfall Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 229,400.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 229,400.00
4. TOTAL COMPLETED & STORED TO DATE \$ 113,150.00
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work \$ 11,315.00
(Column D + E on G703)
 - b. 0% of Stored Material \$ 0.00
(Column F on G703)
 - Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 11,315.00
6. TOTAL EARNED LESS RETAINAGE \$ 101,835.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE \$ 101,835.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 127,565.00
(Line 3 Less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

I the undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the 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 Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: On Par Civil Services, LLC

By: Eddie G Breedlove
 Project Manager



Date: 6/25/23

State of: Texas
 County of:
 Subscribed and sworn to before me on:
 Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
 ARCHITECT: 0

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT:

1218 Krist Drive Outfall Reconstruction

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar,

Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 1

Application Date: 06/25/23

Period To: 06/25/23

Project No: 2023-04-102

Use Column 1 on Contracts where variable retainage for line items may apply										
A	B	C			D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK 0.00	Quantity	Cost Per Unit	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	BALANCE TO FINISH	RETAINAGE 10%
					FROM PREVIOUS APPLICATIONS	THIS PERIOD				
BASE BID (SITE PREPARATION AND EARTHWORK)										
Item 1	Mobilization (No Greater than 5% of Total Bid)	1.00	\$4,500.00	\$ 4,500.00			\$ -	\$ -	\$ 4,500.00	\$ -
Item 2	Barricades, Signs, and Traffic Control, Complete in Place	1.00	\$3,000.00	\$ 3,000.00		\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -
Item 3	Remove and Dispose Offsite, Existing Concrete Rip Rap and Debris Within Work Area, All Thicknesses, Complete in Place	1.00	\$10,000.00	\$ 10,000.00		\$ 7,500.00	\$ -	\$ 7,500.00	\$ 2,500.00	\$ -
Item 4	Remove and Dispose Existing Pipe, All Sizes, Within the Project Limit, Complete in Place	1.00	\$5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -
Item 5	Clearing/Grubbing and Disposal at Offsite Location, Complete in Place	1.00	\$8,000.00	\$ 8,000.00		\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
Item 6	Select Fill Embankment Material from Offsite Location, Including Excavation, Hauling, Placement Adjacent to Bayou as Directed by Engineer During Construction and Compacted, Complete in Place	1,500.00	\$40.00	\$ 60,000.00		\$ 30,000.00	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -
Item 7	24-Inch Thick Stone (Grade 2) Rip Rap Material, Complete in Place Per HCFCD Detail and Spec, In Geotextile Fabric, Complete in Place	150.00	\$160.00	\$ 24,000.00		\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -
Item 8	Stabilized Construction Access	1.00	\$4,200.00	\$ 4,200.00		\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -
Item 9	Tree and Plant Protection	1.00	\$3,500.00	\$ 3,500.00		\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -
Item 10	Site Restoration, Including Removal and Replacement of Wooden Fence, Sod, Landscape	1.00	\$10,000.00	\$ 10,000.00	\$ -		\$ -	\$ -	\$ 10,000.00	\$ -
BASE BID (STORM SWR IMPROVEMENTS)										
Item 11	Clean and CCTV Storm Sewer – 24"	200.00	\$20.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -
Item 12	Precast Concrete Storm Sewer Manhole, Type "C" for 18-Inch to 42-Inch Pipe, (10 foot depth), Complete in Place	2.00	\$7,500.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -
Item 13	24-Inch Corrugated HDPE, N-12, With Water Tight Joints, Including Concrete Collars by Open Cut Construction, Complete In Place	40.00	\$105.00	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -
Item 14	Furnish and Install Timber Bent, Complete in Place	1.00	\$2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -
Item 15	Trench Safety for Storm Sewer, All Depths, Complete In Place	50.00	\$5.00	\$ 250.00	\$ -		\$ -	\$ -	\$ 250.00	\$ -
	(STORM WATER POLLUTION PREVENTION PLAN)									
Item 16	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI), Notice of Termination (NOT), Maintenance, Inspection and Reporting.	1.00	\$2,500.00	\$ 2,500.00	\$ -		\$ -	\$ -	\$ 2,500.00	\$ -
Item 40	SWPPP Inspection and Maintenance	1.00	\$750.00	\$ 750.00		\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -

Item 41	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	100.00	\$5.00	\$ 500.00		\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -
Item 42	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place	20.00	\$25.00	\$ 500.00		\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -
Item 43	Temporary Erosion, Sedimentation, and Environmental Controls (Erosion Control Log, 8-inch diameter), Complete in Place	250.00	\$8.00	\$ 2,000.00		\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -
Item 44	Sodding for Erosion Control, Block Sodding, Complete in Place	20.00	\$45.00	\$ 900.00	\$ -		\$ -	\$ -	\$ 900.00	\$ -
Item 45	Hydromulch Seeding for Erosion Control, Complete in Place	1.00	\$4,500.00	\$ 4,500.00	\$ -		\$ -	\$ -	\$ 4,500.00	\$ -
BASE BID	(EXTRA WORK ITEMS)									
Item 48	Rehabilitation of Existing 24-Inch RCP Storm Sewer by Cured-In-Place Pipe (CIPP), Including Liner, Pre-Rehab Cleaning and Televising, Post-Rehab Cleaning and Televising, Debris Removal and Haul-Off and Root Removal As Required, Complete in Place	200.00	\$258.00	\$ 51,600.00	\$ -		\$ -	\$ -	\$ 51,600.00	\$ -
Item 49	Rehabilitation of Existing BB Inlet with Geopolymer Lining, Complete in Place	1.00	\$8,000.00	\$ 8,000.00	\$ -		\$ -	\$ -	\$ 8,000.00	\$ -
				\$ 229,400.00	\$ -	\$ 113,150.00	\$ -	\$ 113,150.00	\$ 116,250.00	\$ -

Change Orders										
1				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total Change Orders				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$229,400.00	\$ -	\$ 113,150.00	\$ -	\$ 113,150.00	\$ 116,250.00	\$ -

Change Orders Pending		
1		\$ -
2		
3		
4		
5		
Total Change Orders Pending		\$ -

PAY ESTIMATE: #1									
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Percent Comp.
SECTION I – SITE PREPARATION AND EARTHWORK									
1	Mobilization (No Greater than 5% of Total Bid)	LS	1	\$ 4,500.00		\$ -	0.00	\$ -	0%
2	Barricades, Signs, and Traffic Control, Complete in Place	LS	1	\$ 3,000.00	0.50	\$ 1,500.00	0.50	\$ 1,500.00	50%
3	Remove and Dispose Offsite, Existing Concrete Rip Rap and Debris Within WorkArea, All Thicknesses, Complete in Place	LS	1	\$ 10,000.00	0.75	\$ 7,500.00	0.75	\$ 7,500.00	75%
4	Remove and Dispose Existing Pipe, All Sizes, Within the Project Limit, Complete in Place	LS	1	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	100%
5	Clearing/Grubbing and Disposal at Offsite Location, Complete in Place	LS	1	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	100%
6	Select Fill Embankment Material from Offsite Location, Including Excavation, Hauling, Placement Adjacent to Bayou as Directed by Engineer During Construction and Compacted, Complete in Place	CY	1500	\$ 40.00	750.00	\$ 30,000.00	750.00	\$ 30,000.00	50%
7	24-Inch Thick Stone (Grade 2) Rip Rap Material, Complete in Place Per HCFCD Detail and Spec, In Geotextile Fabric, Complete in Place	SY	150	\$ 160.00	150.00	\$ 24,000.00	150.00	\$ 24,000.00	100%
8	Stabilized Construction Access	LS	1	\$ 4,200.00	1.00	\$ 4,200.00	1.00	\$ 4,200.00	100%
9	Tree and Plant Protection	LS	1	\$ 3,500.00	1.00	\$ 3,500.00	1.00	\$ 3,500.00	100%
10	Site Restoration, Including Removal and Replacement of Wooden Fence, Sod, Landscape	LS	1	\$ 10,000.00		\$ -	0.00	\$ -	0%
SECTION II – STORM SEWER IMPROVEMENTS									
11	Clean and CCTV Storm Sewer – 24"	LF	200	\$ 20.00	200.00	\$ 4,000.00	200.00	\$ 4,000.00	100%
12	Precast Concrete Storm Sewer Manhole, Type "C" for 18-Inch to 42-Inch Pipe, (10 foot depth), Complete in Place	EA	2	\$ 7,500.00	2.00	\$ 15,000.00	2.00	\$ 15,000.00	100%
13	24-Inch Corrugated HDPE, N-12, With Water Tight Joints, Including Concrete Collars by Open Cut Construction, Complete In Place	LF	40	\$ 105.00	40.00	\$ 4,200.00	40.00	\$ 4,200.00	100%
14	Furnish and Install Timber Bent, Complete in Place	EA	1	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	100%
15	Trench Safety for Storm Sewer, All Depths, Complete In Place	LF	50	\$ 5.00		\$ -	0.00	\$ -	0%

PAY ESTIMATE: #1									
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Percent Comp.
SECTION III - STORMWATER POLLUTION PREVENTION PLAN									
16	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI), Notice of Termination (NOT), Maintenance, Inspection and Reporting.	LS	1	\$ 2,500.00		\$ -	0.00	\$ -	0%
17	SWPPP Inspection and Maintenance	LS	1	\$ 750.00	1.00	\$ 750.00	1.00	\$ 750.00	100%
18	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	LF	100	\$ 5.00	100.00	\$ 500.00	100.00	\$ 500.00	100%
19	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place	LF	20	\$ 25.00	20.00	\$ 500.00	20.00	\$ 500.00	100%
20	Temporary Erosion, Sedimentation, and Environmental Controls (Erosion Control Log, 8-inch diameter), Complete in Place	LF	250	\$ 8.00	250.00	\$ 2,000.00	250.00	\$ 2,000.00	100%
21	Sodding for Erosion Control, Block Sodding, Complete in Place	SY	20	\$ 45.00		\$ -	0.00	\$ -	0%
22	Hydromulch Seeding for Erosion Control, Complete in Place	AC	1	\$ 4,500.00		\$ -	0.00	\$ -	0%
EXTRA WORK ITEMS									
23	Rehabilitation of Existing 24-Inch RCP Storm Sewer by Cured-In-Place Pipe (CIPP), Including Liner, Pre-Rehab Cleaning and Televising, Post-Rehab Cleaning and Televising, Debris Removal and Haul-Off and Root Removal As Required, Complete in Place	LF	200	\$ 258.00		\$ -	0.00	\$ -	0%
24	Rehabilitation of Existing BB Inlet with Geopolymer Lining, Complete in Place	EA	1	\$ 8,000.00		\$ -	0.00	\$ -	0%
				\$ 229,400.00		\$ 113,150.00		\$ 113,150.00	49%

Percent Complete Color Code:
In progress, under 100%
Complete, 100%
Over 100%



Verifying Safety Compliance

June 26, 2023

OSHA Specifications and Standards

On Par Civil Services is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace.

On Par Civil Services requires all employees to hold OSHA Standards above approach. We can certify and acknowledge no accidents or incidents were reported during our work for the month of June on project 1218 Krist Outfall Reconstruction.

A handwritten signature in blue ink, appearing to read 'Eddie G Breedlove', with a long, sweeping flourish extending to the right.

Eddie G Breedlove

Project Manager

onparestimating@gmail.com

281-389-3838

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project 1218 Krist Drive Outfall Reconstruction

Job No. _____

On receipt by the signer of this document of a check from City of Spring Valley Village (maker of check) in the sum of \$ 101,835.00 payable to On Par Civil Services LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Spring Valley Village (owner) located at 1218 Krist Drive (location) to the following extent: Outfall Reconstruction (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to CobbFendly/Spring Valley Village (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 6/25/23

On Par Civil Services LLC (Company name)

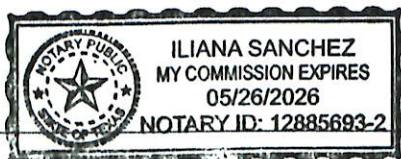
By [Signature] (Signature)

Managing Member (Title)

STATE OF TEXAS §
 §
COUNTY OF Harris §

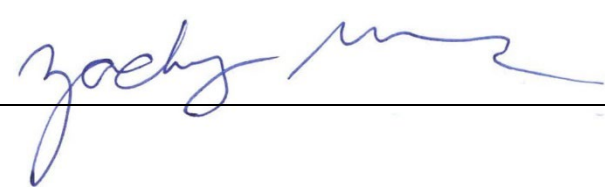
This instrument was acknowledged before me on this 25th day of June, 2023, by Rogelio Munoz (name), Managing Member (job title) of On Par Civil Services LLC (company name).

[Signature]
NOTARY PUBLIC STATE OF TEXAS



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

MEETING DATE: August 22, 2023

TOPIC:	Approval of Pay Estimate No. 2 for Krist Outfall Reconstruction Project to On Par Civil Services, LLC in the amount of \$102,375.00
BACKGROUND:	This is the 2nd pay estimate to be submitted by On Par Civil Services, LLC. for the Krist Outfall Reconstruction Project (2023-04-102) for work completed on the Project from June 1 – June 25 2023.
RECOMMENDATION:	CobbFendley Project Engineer Grant Duke, and City staff have reviewed Pay Estimate No. 2 and recommend approval.
ATTACHMENTS:	• Pay Estimate No. 2 Submitted by On Par Civil Services, LLC.
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #<u>25-50-5551</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Kristina Watson, Public Works Director	CITY ADMINISTRATOR APPROVAL: 

August 4, 2023

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

Re: 1218 Krist Drive Outfall Reconstruction
Payment Application #2
Project No. 2023-04-102

Dear Ms. Watson:

Attached is Payment Application #2 from On Par Civil Services, LLC. for the above-referenced project. We have reviewed the enclosed payment application and find it to be correct with quantities verified to the extent practical in the field. Retainage in the amount of 10% is being held in accordance with the Contract Documents. We recommend approval of payment in the amount of \$102,375.00.

If you have any questions or require additional information, I can be contacted at (713) 462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Grant Duke, E.I.T.
Project Engineer

Application and Certificate for Payment

PROJECT: 1218 Krist Drive Outfall Reconstruction
OWNER: City of Spring Valley Village

Estimate: #2

CONTRACT TIME

Notice to Proceed	6/1/2023	Initial Contract Time	45 days
Substantial Completion Date	7/6/2023	Current Approved Extensions	0 days
Final Completion Date	7/16/2023	Previous Approved Extensions	0 days
		Total Contract Time	45 days
		Spent Days	24 days
		Days Remaining	21 days
		Rain Days To Date	0 days
		Percent of Contract Time Completed	53%

PAY PERIOD: From: 6/1/2023
 To: 6/25/2023

CHANGE ORDERS

	No.	Date:	Amount:	Days:
Approved Change Orders:				
Total Change Orders:			\$0.00	0.00

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	229,400.00
Net Change by Change Orders:	\$	-
Contract Sum to Date:	\$	229,400.00
Total Completed to Date:	\$	226,900.00
Percent of Work Installed		99%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	22,690.00
Total Earned Less Retainage:	\$	204,210.00
Less Previous Certificates of Payment:	\$	101,835.00
Current Payment Due:	\$	102,375.00

PAYMENT REVIEW AND APPROVAL

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plan and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by:  Date: 7/31/2023
 On Par Civil Services, LLC.

The undersigned Engineer certifies that to the best of his knowledge and belief, the scope of work for which payment is applied for has been satisfactorily completed.

Approved by:  Date: 8/4/2023
 Cobb, Fendley & Associates, Inc.

Accepted by: _____ Date: _____
 City of Spring Valley Village

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO : CobbFendley

PROJECT:

1218 Krist Drive Outfall Reconstr APPLICATION NO: 2

Owner: Spring Valley Village

145 Frontage Road

APPLICATION DATE: 7/25/23

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTOR
FROM CONTRACTOR: On Par Civil Services, LLC
1220 Blalock Road Suite 300
Hou, Tx 77055

ARCHITECT:

Engineer: CobbFendley

PERIOD FROM: 6/27/23

PERIOD TO: 7/31/23

PROJECT NO: 2023-04-102

CONTRACT DATE: June 1, 2023

CONTRACT FOR: Outfall Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 229,400.00

2. Net Change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 229,400.00

4. TOTAL COMPLETED & STORED TO DATE \$ 226,900.00
(Column G on G703)

5. RETAINAGE:

a. 10% of Completed Work \$ 22,690.00
(Column D + E on G703)

b. 0% of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703 \$ 22,690.00

6. TOTAL EARNED LESS RETAINAGE \$ 204,210.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 101,835.00
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE \$ 102,375.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6) \$ 25,190.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the 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 Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: On Par Civil Services, LLC

By: Eddie G Breedlove
Project Manager

Date: 7/31/23

State of: Texas

County of:

Subscribed and sworn to before me on:

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

ARCHITECT: 0

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT:

1218 Krist Drive Outfall Reconstruction

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar,

Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 2

Application Date: 07/25/23

Period To: 07/31/23

Project No: 2023-04-102

Project No: 2023-04-102																	
A		B		C		D		E		F		G		H		I	
ITEM NO.		DESCRIPTION OF WORK 0.00		Quantity	Cost Per Unit	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	BALANCE TO FINISH	RETAINAGE 10%					
BASE BID (SITE PREPARATION AND EARTHWORK)																	
Item 1	Mobilization (No Greater than 5% of Total Bid)	1.00	\$4,500.00	\$	4,500.00			\$	4,500.00	\$	-	\$	4,500.00	\$	-	\$	-
Item 2	Barricades, Signs, and Traffic Control, Complete in Place	1.00	\$3,000.00	\$	3,000.00	\$	1,500.00	\$	1,500.00	\$	-	\$	3,000.00	\$	-	\$	-
Item 3	Remove and Dispose Offsite, Existing Concrete Rip Rap and Debris Within Work Area, All Thicknesses, Complete in Place	1.00	\$10,000.00	\$	10,000.00	\$	7,500.00	\$	2,500.00	\$	-	\$	10,000.00	\$	-	\$	-
Item 4	Remove and Dispose Existing Pipe, All Sizes, Within the Project Limit, Complete in Place	1.00	\$5,000.00	\$	5,000.00	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	-	\$	-
Item 5	Clearing/Grubbing and Disposal at Offsite Location, Complete in Place	1.00	\$8,000.00	\$	8,000.00	\$	8,000.00	\$	-	\$	-	\$	8,000.00	\$	-	\$	-
Item 6	Select Fill Embankment Material from Offsite Location, Including Excavation, Hauling, Placement Adjacent to Bayou as Directed by Engineer During Construction and Compacted, Complete in Place	1,500.00	\$40.00	\$	60,000.00	\$	30,000.00	\$	30,000.00	\$	-	\$	60,000.00	\$	-	\$	-
Item 7	24-Inch Thick Stone (Grade 2) Rip Rap Material, Complete in Place Per HCFCD Detail and Spec, In Geotextile Fabric, Complete in Place	150.00	\$160.00	\$	24,000.00	\$	24,000.00	\$	-	\$	-	\$	24,000.00	\$	-	\$	-
Item 8	Stabilized Construction Access	1.00	\$4,200.00	\$	4,200.00	\$	4,200.00	\$	-	\$	-	\$	4,200.00	\$	-	\$	-
Item 9	Tree and Plant Protection	1.00	\$3,500.00	\$	3,500.00	\$	3,500.00	\$	-	\$	-	\$	3,500.00	\$	-	\$	-
Item 10	Site Restoration, Including Removal and Replacement of Wooden Fence, Sod, Landscape	1.00	\$10,000.00	\$	10,000.00	\$	-	\$	7,500.00	\$	-	\$	7,500.00	\$	2,500.00	\$	-
BASE BID (STORM SWR IMPROVEMENTS)																	
Item 11	Clean and CCTV Storm Sewer – 24"	200.00	\$20.00	\$	4,000.00	\$	4,000.00	\$	-	\$	-	\$	4,000.00	\$	-	\$	-
Item 12	Precast Concrete Storm Sewer Manhole, Type "C" for 18-Inch to 42-Inch Pipe, (10 foot depth), Complete in Place	2.00	\$7,500.00	\$	15,000.00	\$	15,000.00	\$	-	\$	-	\$	15,000.00	\$	-	\$	-
Item 13	24-Inch Corrugated HDPE, N-12, With Water Tight Joints, Including Concrete Collars by Open Cut Construction, Complete In Place	40.00	\$105.00	\$	4,200.00	\$	4,200.00	\$	-	\$	-	\$	4,200.00	\$	-	\$	-
Item 14	Furnish and Install Timber Bent, Complete in Place	1.00	\$2,500.00	\$	2,500.00	\$	2,500.00	\$	-	\$	-	\$	2,500.00	\$	-	\$	-
Item 15	Trench Safety for Storm Sewer, All Depths, Complete In Place	50.00	\$5.00	\$	250.00	\$	-	\$	250.00	\$	-	\$	250.00	\$	-	\$	-
(STORM WATER POLLUTION PREVENTION PLAN)																	
Item 16	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI), Notice of Termination (NOT), Maintenance, Inspection and Reporting.	1.00	\$2,500.00	\$	2,500.00	\$	-	\$	2,500.00	\$	-	\$	2,500.00	\$	-	\$	-
Item 40	SWPPP Inspection and Maintenance	1.00	\$750.00	\$	750.00	\$	750.00	\$	-	\$	-	\$	750.00	\$	-	\$	-

Item 41	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	100.00	\$5.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -
Item 42	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place	20.00	\$25.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -
Item 43	Temporary Erosion, Sedimentation, and Environmental Controls (Erosion Control Log, 8-inch diameter), Complete in Place	250.00	\$8.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -
Item 44	Sodding for Erosion Control, Block Sodding, Complete in Place	20.00	\$45.00	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -
Item 45	Hydromulch Seeding for Erosion Control, Complete in Place	1.00	\$4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -
BASE BID (EXTRA WORK ITEMS)										
Item 48	Rehabilitation of Existing 24-Inch RCP Storm Sewer by Cured-In-Place Pipe (CIPP), Including Liner, Pre-Rehab Cleaning and Televising, Post-Rehab Cleaning and Televising, Debris Removal and Haul-Off and Root Removal As Required, Complete in Place	200.00	\$258.00	\$ 51,600.00	\$ -	\$ 51,600.00	\$ -	\$ 51,600.00	\$ -	\$ -
Item 49	Rehabilitation of Existing BB Inlet with Geopolymer Lining, Complete in Place	1.00	\$8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -
				\$ 229,400.00	\$ 113,150.00	\$ 113,750.00	\$ -	\$ 226,900.00	\$ 2,500.00	\$ -

Change Orders										
1				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total Change Orders				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$229,400.00	\$ 113,150.00	\$ 113,750.00	\$ -	\$ 226,900.00	\$ 2,500.00	\$ -

Change Orders Pending		
1		\$ -
2		
3		
4		
5		
Total Change Orders Pending		\$ -

PAY ESTIMATE: #2											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED		Pay Estimate #2 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
SECTION I – SITE PREPARATION AND EARTHWORK											
1	Mobilization (No Greater than 5% of Total Bid)	LS	1	\$ 4,500.00		\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00	100%
2	Barricades, Signs, and Traffic Control, Complete in Place	LS	1	\$ 3,000.00	0.50	\$ 1,500.00	0.50	\$ 1,500.00	1.00	\$ 3,000.00	100%
3	Remove and Dispose Offsite, Existing Concrete Rip Rap and Debris Within WorkArea, All Thicknesses, Complete in Place	LS	1	\$ 10,000.00	0.75	\$ 7,500.00	0.25	\$ 2,500.00	1.00	\$ 10,000.00	100%
4	Remove and Dispose Existing Pipe, All Sizes, Within the Project Limit, Complete in Place	LS	1	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100%
5	Clearing/Grubbing and Disposal at Offsite Location, Complete in Place	LS	1	\$ 8,000.00	1.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00	100%
6	Select Fill Embankment Material from Offsite Location, Including Excavation, Hauling, Placement Adjacent to Bayou as Directed by Engineer During Construction and Compacted, Complete in Place	CY	1500	\$ 40.00	750.00	\$ 30,000.00	750.00	\$ 30,000.00	1,500.00	\$ 60,000.00	100%
7	24-Inch Thick Stone (Grade 2) Rip Rap Material, Complete in Place Per HCFCF Detail and Spec, In Geotextile Fabric, Complete in Place	SY	150	\$ 160.00	150.00	\$ 24,000.00		\$ -	150.00	\$ 24,000.00	100%
8	Stabilized Construction Access	LS	1	\$ 4,200.00	1.00	\$ 4,200.00		\$ -	1.00	\$ 4,200.00	100%
9	Tree and Plant Protection	LS	1	\$ 3,500.00	1.00	\$ 3,500.00		\$ -	1.00	\$ 3,500.00	100%
10	Site Restoration, Including Removal and Replacement of Wooden Fence, Sod, Landscape	LS	1	\$ 10,000.00		\$ -	0.75	\$ 7,500.00	0.75	\$ 7,500.00	75%
SECTION II – STORM SEWER IMPROVEMENTS											
11	Clean and CCTV Storm Sewer – 24"	LF	200	\$ 20.00	200.00	\$ 4,000.00		\$ -	200.00	\$ 4,000.00	100%
12	Precast Concrete Storm Sewer Manhole, Type "C" for 18-Inch to 42-Inch Pipe, (10 foot depth), Complete in Place	EA	2	\$ 7,500.00	2.00	\$ 15,000.00		\$ -	2.00	\$ 15,000.00	100%
13	24-Inch Corrugated HDPE, N-12, With Water Tight Joints, Including Concrete Collars by Open Cut Construction, Complete in Place	LF	40	\$ 105.00	40.00	\$ 4,200.00		\$ -	40.00	\$ 4,200.00	100%
14	Furnish and Install Timber Bent, Complete in Place	EA	1	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	100%
15	Trench Safety for Storm Sewer, All Depths, Complete in Place	LF	50	\$ 5.00		\$ -	50.00	\$ 250.00	50.00	\$ 250.00	100%

PAY ESTIMATE: #2											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	BID UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED		Pay Estimate #2 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
SECTION III - STORMWATER POLLUTION PREVENTION PLAN											
16	Erosion/Sediment Control in Accordance with TPDES Requirements, Including Notice of Intent (NOI), Notice of Termination (NOT), Maintenance, Inspection and Reporting.	LS	1	\$ 2,500.00		\$ -	1	\$ 2,500.00	1.00	\$ 2,500.00	100%
17	SWPPP Inspection and Maintenance	LS	1	\$ 750.00	1.00	\$ 750.00		\$ -	1.00	\$ 750.00	100%
18	Furnish, Install, and Remove Reinforced Filter Fabric Fence, Complete in Place	LF	100	\$ 5.00	100.00	\$ 500.00		\$ -	100.00	\$ 500.00	100%
19	Furnish, Install, and Remove Reinforced Sand Bag Inlet Protection Barrier, Complete in Place	LF	20	\$ 25.00	20.00	\$ 500.00		\$ -	20.00	\$ 500.00	100%
20	Temporary Erosion, Sedimentation, and Environmental Controls (Erosion Control Log, 8-inch diameter), Complete in Place	LF	250	\$ 8.00	250.00	\$ 2,000.00		\$ -	250.00	\$ 2,000.00	100%
21	Sodding for Erosion Control, Block Sodding, Complete in Place	SY	20	\$ 45.00		\$ -	20	\$ 900.00	20.00	\$ 900.00	100%
22	Hydromulch Seeding for Erosion Control, Complete in Place	AC	1	\$ 4,500.00		\$ -	1	\$ 4,500.00	1.00	\$ 4,500.00	100%
EXTRA WORK ITEMS											
23	Rehabilitation of Existing 24-Inch RCP Storm Sewer by Cured-In-Place Pipe (CIPP), Including Liner, Pre-Rehab Cleaning and Televising, Post-Rehab Cleaning and Televising, Debris Removal and Haul-Off and Root Removal As Required, Complete in Place	LF	200	\$ 258.00		\$ -	200	\$ 51,600.00	200.00	\$ 51,600.00	100%
24	Rehabilitation of Existing BB Inlet with Geopolymer Lining, Complete in Place	EA	1	\$ 8,000.00		\$ -	1	\$ 8,000.00	1.00	\$ 8,000.00	100%
				\$ 229,400.00	\$ 113,150.00		\$ 113,750.00		\$ 226,900.00		99%

Percent Complete Color Code:
In progress, under 100%
Complete, 100%
Over 100%



Verifying Safety Compliance

OSHA Specifications and Standards

On Par Civil Services is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace.

On Par Civil Services requires all employees to hold OSHA Standards above approach. We can certify and acknowledge no accidents or incidents were reported during our work for the month of June on project 1218 Krist Outfall Reconstruction.

A handwritten signature in blue ink, appearing to read 'Eddie G Breedlove', followed by the date '7/31/2023'.

Eddie G Breedlove

Project Manager

onparestimating@gmail.com

281-389-3838



Affidavit of Bills Paid

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on the day personally appeared Rogelio Munoz
(Representative's Name) of On Par Civil Services, LLC. (Company's Name) party to that
Contract entered into on June 1, 2023 (date) between the City of Spring Valley Village and
On Par Civil Services, LLC. (Company's Name) for the construction and
completion of certain improvements and/or additions upon the following described premises, to wit:

1218 Krist Drive Outfall Reconstruction

Said party being me duly sworn upon oath that the said improvements have been constructed and
completed in full compliance with the above referenced contract and the agreed plans and
specifications, therefore.

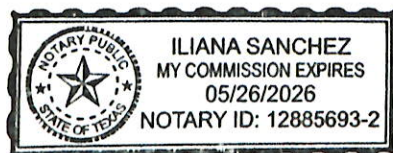
Deponent further states that he has paid all bills and claims for materials furnished and labor performed
on said contract and that there are no outstanding claims for labor performed or materials furnished
upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance up truthfulness of the
statements contained herein that a final and full settlement of the balance due on said Contract is being
made, and in consideration of the disbursement of funds by On Par Civil Services, LLC. deponent
expressly waives and releases all liens, claims, and rights to assert a lien on said premises and agrees to
indemnify and hold the City of Spring Valley Village safe and harmless from and against all losses,
damages, costs, and expenses of any character whatsoever, specially including court costs, bonding fees
and attorney fees arising out of or in any relating to claims for unpaid labor or materials used or
associated with construction improvements on the above described premises.

Printed Name: Rogelio Munoz
Signature: [Signature]
Company Name: On Par Civil Services, LLC.
Date: 7/25/2023

Subscribed and sworn before me, the undersigned, on this 25 day of July, 2023.

Notary Seal:



[Signature]
Notary Public
State of Texas

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

07\01\2023
thru 07\31\2023
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	20
145	ACCIDENT - FSGI	2
22	ALARM	35
23	AMBULANCE CALL	25
24	ANIMAL CALL	2
43	ASSIST OUTSIDE AGENCY	2
149	BURGLARY - MOTOR VEHICLE	1
135	BUSINESS CHECK	2,341
48	CITY CREW REPAIRS	4
49	CIVIL MATTER	1
151	CRIMINAL MISCHIEF	1
53	DEBRIS IN ROADWAY	6
55	DISCHARGING FIREWORKS	1
60	FIRE CALL	9
160	FRAUD	1
68	HOUSE CHECK	70
70	INFORMATION	28
71	INVESTIGATION	7
76	LOUD NOISE	4
159	MOTORIST ASSIST	8
81	OPEN DOOR	19
162	PARKING VIOLATION	11
86	PUBLIC RELATIONS	241
88	RECOVERY STOLEN VEHICLE	1
96	SOLICITOR	3
97	SPECIAL ASSIGNMENT	2
99	STALLED VEHICLE	28
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	10
105	SUSPICIOUS VEHICLE	21
154	THEFT	2
156	THEFT - MOTOR VEHICLE	1
109	TRAFFIC LIGHT REPAIR	2
11	TRAFFIC STOP	450
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	6
163	VIOLATION OF CITY ORDINANCE	1
117	WELFARE CONCERN	5
Total		3,381

Spring Valley Village, TX PD

Jul 1, 2023 - Jul 31, 2023

Citation Offense Count By Violation

Total Charges: 976

Description	Count
CHANGE NAME/MAILING ADDRESS LATER THAN 30 DAYS (CDL)	1
CHANGED LANE WHEN UNSAFE	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	11
DEFECTIVE HEAD LAMPS	36
DEFECTIVE HEAD LIGHTS	7
DEFECTIVE STOP LAMP(S)	29
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	13
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	5
DISPLAY/ EXPIRED REGISTRATION	330
DISREGARD LANE CONTROL SIGNAL/DEVICE	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	16
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	23
DROVE WRONG SIDE OF ROAD	1
DROVE WRONG WAY ON ONE-WAY ROADWAY	1
EXPIRED BUYER TAG	8
EXPIRED DEALER TAG	5
EXPIRED DRIVERS LICENSE	12
FAIL TO CONTROL SPEED	2
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	2
FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	113
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	4
FAIL TO YIELD ROW CHANGING LANES	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	1
FAILED TO DIM HEADLIGHTS - MEETING	2
FAILED TO SIGNAL TURN / LANE CHANGE	2

CONFIDENTIAL

Spring Valley Village, TX PD

Jul 1, 2023 - Jul 31, 2023

Citation Offense Count By Violation

Total Charges: 976

Description	Count
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	8
ILLEGAL PARKING - FIRE LANE - SHOP CTR	1
ILLEGAL PARKING - NO PARKING ANY TIME	3
ILLEGAL WINDOW TINT	5
IMPROPER TURN	1
MINOR IN POSSESSION OF ALCOHOL	1
NO DRIVERS LICENSE	82
NO FRONT LICENSE PLATE	9
NO LICENSE NUMBER PLATES-TRAILER	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	2
OPERATE UNREGISTERED MOTOR VEHICLE	4
ORDINANCE UNLAWFUL TRESPASSING	2
PARKED FACING TRAFFIC	2
PARKED IN PROHIBITED AREA	3
PASSING/DISREGARD NO PASSING ZONE	1
PUBLIC INTOXICATION	2
RAN RED LIGHT	1
RAN STOP SIGN	18
SPEEDING (NU)	27
SPEEDING - REDUCED SPEED	1
SPEEDING >10% ABOVE POSTED LIMIT	151
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	1
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	2
VIOLATE DL RESTRICTION	1

CONFIDENTIAL

Spring Valley Village, TX PD

Jul 1, 2023 - Jul 31, 2023

Citation Offense Count By Violation

Total Charges: **976**

Description	Count
WRONG/ALTERED/OBSCURED LICENSE PLATE	11

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

**MEETING
DATE:** August 22, 2023

TOPIC:	Discussion and Possible Direction Regarding Draft Budget for the Fiscal Year 2023-2024
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BACKGROUND:	Based on the Council's direction during the May 23, 2023, and August 1, 2023 Budget Workshops, the revised Draft Budget for the Fiscal Year 2023-2024 incorporates the following changes:
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Revenues

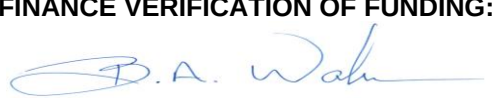
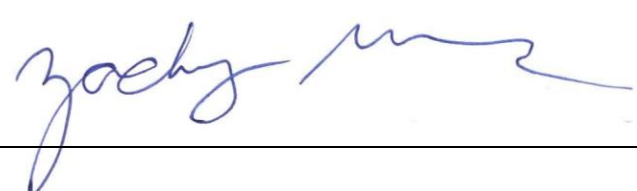
- The use of the current property tax rate of \$0.4050 and the low end of HCAD's Projected 2023 Taxable Value Range.
- On August 16, 2023 the City received new notices regarding the 2023 tax rates. According to the Tax Assessor/Collector, HCAD revised their tax worksheets and sent out new sheets on August 15, 2023. With these updated worksheets the only rate that was affected was the No-New-Revenue Rate (NNR). The NNR was increased from \$0.403343 to \$0.405351.

Expenditures/Expenses

- **Certification Pay:** Following the conversation during the August 1, 2023 Special Council Meeting, staff has removed education pay based on degrees, but has left the police department shift differential pay.
- **Public Works Building:** No changes were made to the amount listed under capital outlay for utilities or the CIP, however per Council request, staff has provided additional details to the building that would be needed at our Public Works facility. The proposed floor plan, proposal, and suggested locations of the building have been attached for reference. The 24' X 70' proposed building comes with a purchase price of \$241,800. This is just the shell of the building there are several items noted on the proposal that would not be included within this price.
- **I-10 Landscaping Changes:** Staff pulled the information presented to Council at the November 16, 2021 City Council meeting. The proposal presented was to remove the Pampas Grass from the I-10 frontage road and replace with Oleanders the cost of which was proposed at \$51,100.00. At the time Council elected not proceed with that portion of the proposal from KNB.

At the time of the current City Council packet staff has a meeting scheduled with Helms Landscape Design LLC to discuss design services for this landscaping area. Staff might be able to present

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

	some cost projections during the City Council meeting. No changes have been made to the current budget, because the costs are too fluid at the moment, however if Council would like to add an amount to the budget, staff is suggesting that it place the amount within the CIP, so as to not affect the tax rate.
RECOMMENDATION:	Staff requests feedback and direction concerning the Draft Budget for the Fiscal Year 2023-2024.
ATTACHMENTS:	- Draft Complete Budget for the Fiscal Year 2023-2024 (\$0.4050/\$100 Property Tax Rate with 3% Cost-of-Living Salary Increase) - Public Works Building Proposal, Recommended Locations, and Floorplan as Provided by Ramtech Building Systems. - Packet of Discussion Item Presented During November 16, 2021 Regarding Landscaping on I-10.
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER: Zachary Meadows, Acting City Administrator / Director of Community Development	CITY ADMINISTRATOR APPROVAL: 

DIVIDER PAGE

CITY OF SPRING VALLEY VILLAGE
BUDGET PLANNING REPORT
AS OF: JULY 31ST, 2023

PAGE: 1

**10 -GENERAL FUND
REVENUES**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
OTHER TAXES									
01-5010 SALES TAX	1,476,000	1,592,013	1,729,318	1,698,000	1,000,776	1,000,776	1,698,000	0	0%
01-5012 FRANCHISE FEES-ELECTRIC	200,903	198,271	197,669	183,000	154,995	154,995	183,000	0	0%
01-5013 FRANCHISE FEES-GAS	21,404	28,545	33,356	28,000	45,029	45,029	28,000	0	0%
01-5014 FRANCHISE FEES-TELEPHONE	36,679	21,215	10,696	15,000	37,618	37,618	40,000	25,000	167%
01-5015 FRANCHISE FEES-CABLE TV	48,890	46,915	38,818	48,000	38,060	38,060	48,000	0	0%
01-5016 FRANCHISE TAX-MIXED BEVE	6,145	6,452	19,268	19,700	11,890	11,890	19,700	0	0%
01-5017 FRANCHISE TAX- SOLID WAS	15,661	14,336	15,613	15,600	8,744	8,744	15,600	0	0%
TOTAL OTHER TAXES	1,805,681	1,907,747	2,044,738	2,007,300	1,297,112	1,297,112	2,032,300	25,000	1%
PROPERTY TAXES									
01-5100 AD VALOREM-CURRENT YEAR	4,633,319	4,617,697	4,778,131	4,746,310	5,008,670	5,008,670	5,220,000	473,690	10%
01-5102 AD VALOREM-PRIOR YEARS	15,391	5,562	64,188	0	85,795	85,795	0	0	
01-5103 AD VALOREM-PENALTY & INT	29,643	13,452	16,577	15,000	19,583	19,583	15,000	0	0%
TOTAL PROPERTY TAXES	4,678,352	4,636,711	4,730,520	4,691,310	4,942,458	4,942,458	5,235,000	543,690	
FEES & CHARGES									
01-5201 OTHER INCOME-BLDG PERMIT	291,655	583,521	501,203	324,000	264,528	264,528	324,000	0	0%
01-5202 OTHER INCOME-PERMIT	110	90	70	150	55	55	150	0	0%
01-5203 GARBAGE SERVICE FEES	321,424	323,673	339,670	337,249	260,055	260,055	337,249	0	0%
TOTAL FEES & CHARGES	613,189	907,284	840,943	661,399	524,639	524,639	661,399	0	0%

MUNICIPAL COURT

01-5310 MC-COURT FINES	242,616	499,985	551,458	434,000	285,983	285,983	330,000	-104,000	-24%
01-5311 MC-WARRANT FEES	30,845	28,671	12,524	26,000	10,510	10,510	24,000	-2,000	-8%
01-5312 MC-ARREST FEES	8,047	25,691	28,149	20,000	11,913	11,913	17,500	-2,500	-13%
01-5313 MC-ADMINISTRATIVE	4,391	34,516	34,916	21,000	13,730	13,730	17,500	-3,500	-17%
01-5314 MC-OFFICER FEES	456	129	0	300	0	0	300	0	0%
01-5316 MC-JUDICIAL FEES	0	0	0	0	83	83	0	0	0%
01-5317 MC-TRAFFIC FEES	3,671	11,523	9,546	8,000	3,132	3,132	7,000	-1,000	-13%
01-5318 MC-CHILD SAFETY (	0	0	0	0	1,102	1,102	0	0	0%
01-5319 MC-TIME PAYMENT	0	1,545	0	0	520	520	1,000	1,000	0%
01-5320 MC-TIME PAYMENT(T	2,563	325	102	1,000	91	91	0	-1,000	-100%
01-5322 MC-SECURITY FEE	0	0	0	0	8,151	8,151	0	0	0%
01-5323 MC-TECHNOLOGY FEE	0	0	0	0	6,848	6,848	0	0	0%
01-5324 MC-OMNI FEE	1,737	1,815	973	1,000	798	798	500	-500	-50%
01-5328 LTPDF - PREVENTION AND D	2,994	23,250	26,710	17,000	11,104	11,104	9,000	-8,000	-47%
01-5329 LMJF - LOCAL MUNICIPAL J	60	465	533	350	222	222	0	-350	-100%
TOTAL MUNICIPAL COURT	297,381	627,916	664,909	528,650	354,186	354,186	406,800	-121,850	

MISC REVENUE

01-5401 CHILD SAFETY REVENUE	4,306	4,325	4,717	4,000	3,481	3,481	4,000	0	0%
01-5406 INTEREST INCOME	84,355	10,408	72,211	108,000	265,731	265,731	265,248	167,000	146%
01-5408 OTHER INCOME-MISC	73,106	97,321	92,310	78,000	65,800	65,800	92,000	14,000	18%
01-5409 MISC - AMBULANCE FEE	0	0	0	0	26,915	26,915	0	0	0%
01-5412 OTHER INCOME - INSURANCE	0	0	0	0	959	959	0	0	0%
01-5413 CREDIT CARD FEES	13,480	38,371	38,434	35,000	20,481	20,481	25,000	-10,000	-29%
01-5414 SALE OF CAPITAL ASSETS	0	0	1,363	10,000	0	0	15,000	5,000	50%
01-5415 OTHER INCOME- INTEREST F	21,005	18,896	16,732	14,515	0	0	0	-14,515	-100%
TOTAL MISC REVENUE	196,251	169,321	225,768	249,515	383,367	383,367	401,248	161,485	61%

INTER-FUND TRANSFER

01-5704 TRANSFER IN FROM LEGACY	0	0	0	39,000	38,097	38,097	0	0	
TOTAL INTER-FUND TRANSFER	0	0	0	39,000	38,097	38,097	0	0	

OTHER AGENCIES

	754,729	787,015	853,117	841,500	623,864	623,864	875,000	33,500	4%
01-5901 HILSHIRE VILLAGE POLICE	501,845	522,030	558,142	608,841	456,631	456,631	683,260	74,419	12%
01-5903 OTHER INCOME OPIOD	0	0	0	0	5,150	5,150	0	0	
TOTAL OTHER AGENCIES	<u>1,256,574</u>	<u>1,309,045</u>	<u>1,411,259</u>	<u>1,450,341</u>	<u>1,085,645</u>	<u>1,085,645</u>	<u>1,558,260</u>	<u>107,919</u>	7%
TOTAL REVENUES	8,847,428	9,558,023	9,918,137	9,627,515	8,625,504	8,625,504	10,295,007	677,244	7%
	=====	=====	=====	=====	=====	=====	=====	=====	

**10 -GENERAL FUND
COUNCIL**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE
SUPPLIES								
05-4526 MAYOR & COUNCIL - GENERA	633	301	544	1,500	0	0	1,500	0
TOTAL SUPPLIES	633	301	544	1,500	0	0	1,500	0
SERVICES								
05-5027 MAYOR & COUNCIL - CONF &	809	0	0	1,500	55	55	1,500	0
TOTAL SERVICES	809	0	0	1,500	55	55	1,500	0
EXP CATG 56-59								
05-5610 MAYOR & COUNCIL - ALLOWA	3,850	3,900	3,850	3,900	0	0	3,900	0
TOTAL EXP CATG 56-59	3,850	3,900	3,850	3,900	0	0	3,900	0
TOTAL COUNCIL	5,292	4,201	4,394	6,900	55	55	6,900	0

**10 -GENERAL FUND
ADMINISTRATION**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SALARY AND BENEFITS									
10-4010 SALARIES EXEMPT REGULAR	331,216	358,205	446,387	478,660	375,417	375,417	493,019	14,359	3%
10-4011 SALARIES NON EXEMPT REGU	135,808	164,207	116,935	153,236	69,862	69,862	157,833	4,597	3%
10-4014 LONGEVITY	1,260	1,464	1,522	1,680	851	851	1,680	0	0%
10-4015 CERTIFICATION PAY	6,249	8,394	7,014	4,590	2,404	2,404	4,590	7,140	0%
10-4016 457-PLAN	12,346	13,744	21,762	32,500	19,516	19,516	32,500	0	0%
10-4020 CAR ALLOWANCE	3,045	3,005	3,013	3,000	1,313	1,313	3,000	0	0%
10-4030 SALARIES OVERTIME	9,515	5,556	2,763	4,500	704	704	4,500	0	0%
10-4100 BEN-HEALTH INSURANCE	75,922	74,923	92,464	99,330	60,542	60,542	105,786	6,456	6%
10-4110 BEN-T.M.R.S.	45,053	51,475	52,123	49,514	31,064	31,064	50,000	486	1%
10-4120 FICA/MEDICAIDE TAX	6,966	8,285	8,397	9,363	5,970	5,970	9,363	0	0%
10-4130 WORKERS COMP	924	1,239	1,203	1,340	1,614	1,614	1,405	65	5%
10-4140 UNEMPLOYMENT INS	872	2,385	102	1,836	75	75	1,836	0	0%
TOTAL SALARY AND BENEFITS	629,176	692,881	753,685	839,549	569,331	569,331	865,512	33,103	3%
SUPPLIES									
10-4505 FUEL	341	37	0	500	0	0	500	0	0%
10-4520 DUES & SUBSCRIPTIONS	9,112	12,638	9,882	9,200	6,737	6,737	9,200	0	0%
10-4521 PRINTING COSTS	5,586	2,368	1,684	4,000	544	544	4,000	0	0%
10-4525 OFFICE SUPPLIES	4,166	5,845	5,522	6,000	3,280	3,280	7,500	1,500	25%
10-4526 GENERAL EXPENSES	7,877	9,810	11,549	11,000	11,296	11,296	13,000	2,000	18%
10-4528 TOOLS, EQUIPMENT	0	1,011	80	500	0	0	500	0	0%
TOTAL SUPPLIES	27,081	31,709	28,716	31,200	21,857	21,857	34,700	3,500	11%
MAINTENANCE									
10-4600 AUTO EXPENSES-M&R	1,445	922	476	1,500	320	320	1,500	0	0%
10-4601 MACHINERY & EQUIP - M&R	5,027	10,581	14,067	0	81	81	0	0	0%

10-4604 COMPUTER COST-HARDWARE	2,154	1,425	3,598	2,500	1,063	1,063	2,500	0	0%
10-4606 OFFICE EQUIP	2,597	7,705	2,411	3,000	2,042	2,042	3,000	0	0%
10-4608 EQUIPMENT RENTAL	0	0	849	0	0	0	0	0	0%
TOTAL MAINTENANCE	11,222	20,633	21,402	7,000	3,506	3,506	7,000	0	0%
SERVICES									
10-5027 TRAVEL & TUITION	7,920	12,298	15,368	20,000	10,475	10,475	27,920	7,920	40%
10-5031 MEDICAL TESTING & TRE	0	40	0	500	0	0	500	0	0%
10-5032 RECRUITING BONUS	0	0	0	1,000	2,000	2,000	2,000	1,000	100%
10-5035 BAD DEBT	0	0	0	0	5,269	5,269	0	0	0%
TOTAL SERVICES	7,920	12,338	15,368	21,500	17,744	17,744	30,420	8,920	41%
PROFESSIONAL SERVICES									
10-5500 BUILDING INSPECTION	63,255	67,077	75,040	72,000	40,425	40,425	65,000	-7,000	-10%
10-5506 DRAINAGE	99,176	104,387	59,426	75,000	41,190	41,190	65,000	-10,000	-13%
10-5507 MISC	11,483	7,881	4,240	20,000	0	0	20,000	0	0%
10-5509 CONSULTANT	13,412	17,495	9,211	35,800	33,582	33,582	35,800	0	0%
TOTAL PROFESSIONAL SERVICES	187,327	196,841	147,916	202,800	115,197	115,197	185,800	-17,000	-8%
OTHER SERVICES									
10-6018 ELECTION EXPENSE	125	525	254	5,000	0	0	5,000	0	
TOTAL OTHER SERVICES	125	525	254	5,000	0	0	5,000	0	
INTERFUND-ACTIVITY									
10-9100 GF ADMIN CAPITAL RF	9,013	8,581	8,581	8,581	8,581	8,581	8,581	0	
TOTAL INTERFUND-ACTIVITY	9,013	8,581	8,581	8,581	8,581	8,581	8,581	0	
TOTAL ADMINISTRATION	871,863	963,508	975,922	1,115,630	736,216	736,216	1,137,013	28,523	2%

10 -GENERAL FUND
CONTRACTUAL SERVICES

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SUPPLIES									
11-4524 EMERGENCY MANAGEMENT EXP	29,126	1,240	0	4,000	0	0	4,000	0	
11-4526 PUBLIC RELATION	1,761	38	0	1,000	0	0	1,000	0	
11-4527 POSTAGE	1,049	2,795	8,920	9,000	2,040	2,040	9,000	0	
11-4528 LEGISLATIVE AFFAIRS (SB2	0	0	0	0	0	0	0	0	
TOTAL SUPPLIES	31,936	4,073	8,920	14,000	2,040	2,040	14,000	0	
MAINTENANCE									
11-4601 MACHINERY&EQUIP MAINTENA	0	0	0	13,000	9,958	9,958	13,000	0	
11-4602 CITY HALL BUILDING MAINT	34,027	39,621	26,477	22,000	23,153	23,153	22,000	0	
11-4603 CITY HALL JANITORIAL & C	17,612	24,845	19,490	25,000	15,078	15,078	25,000	0	
11-4605 COMPUTER COST-SOFTWARE	33,636	59,299	72,075	60,473	58,262	58,262	72,000	11,527	19%
TOTAL MAINTENANCE	85,275	123,765	118,042	120,473	106,452	106,452	132,000	11,527	10%
PROFESSIONAL SERVICES									
11-5501 RECORDS STORAGE	1,035	893	1,274	1,500	722	722	1,500	0	
11-5502 PROFESSIONAL FEES - AUDI	13,850	14,224	14,700	16,170	59,916	59,916	15,225	-945	-6%
11-5503 PROFESSIONAL FEES - LEGA	76,149	45,339	60,337	70,000	35,200	35,200	70,000	0	
11-5504 TAX ASSESSING & COLLECTI	7,700	7,700	7,700	7,700	7,700	7,700	7,700	0	
11-5505 HARRIS CTY APPRAISAL DIS	41,264	40,034	41,432	43,338	32,267	32,267	43,338	0	
11-5511 BANK SERVICE	11,859	6,603	7,109	8,400	0	0	8,400	0	
TOTAL PROFESSIONAL SERVICES	151,857	114,792	132,552	147,108	135,805	135,805	146,163	-945	
EXP CATG 56-59									
11-5600 COMPUTER SERVICE & MAINT	48,008	38,765	45,928	57,650	56,199	56,199	77,700	20,050	35%
11-5621 GARBAGE CONTRACT	313,910	312,156	333,392	349,249	165,151	165,151	355,000	5,751	2%

11-5627 UTILITIES CITY HALL-ELECT	0	35,300	19,155	22,000	14,505	14,505	25,000	3,000	14%
11-5630 UTILITIES-COMMUNICATIONS	0	26,799	30,695	31,000	17,757	17,757	28,000	-3,000	-10%
TOTAL EXP CATG 56-59	361,918	413,020	429,170	459,899	253,612	253,612	485,700	25,801	6%
OTHER SERVICES									
11-6000 INSURANCE - LIABILITY	17,823	21,759	23,867	23,000	23,732	23,732	25,418	2,418	11%
11-6001 INSURANCE - PROPERTY	38,350	38,216	42,067	60,375	53,285	53,285	65,631	5,256	9%
11-6002 INSURANCE - SURETY BONDS	660	400	400	1,165	0	0	500	-665	-57%
11-6003 INSURANCE - VEHICLE	31,631	36,413	34,708	44,192	37,869	37,869	40,949	-3,243	-7%
11-6011 LEGAL NOTICES	0	12,969	12,535	18,000	16,214	16,214	18,000	0	0%
11-6228 ECONOMIC INCENTIVE PAYME	117,641	14,314	14,386	16,000	17,076	17,076	18,000	2,000	13%
TOTAL OTHER SERVICES	206,106	124,070	127,962	162,732	148,177	148,177	168,498	5,766	4%
INTERFUND-ACTIVITY									
11-9000 TRANSFER TO CIP	1,074,308	583,920	307,278	316,496	316,496	316,496	325,990	9,494	3%
11-9001 TRANSFER TO DEBT SERVICE	490,713	661,702	975,713	978,513	978,513	978,513	974,463	-4,051	0%
TOTAL INTERFUND-ACTIVITY	1,565,021	1,245,622	1,282,991	1,295,009	1,295,009	1,295,009	1,300,453	5,444	0%
TOTAL CONTRACTUAL SERVICES	2,402,113	2,025,342	2,099,637	2,199,221	1,941,095	1,941,095	2,246,814	47,593	2%

**10 -GENERAL FUND
FIRE DEPARTMENT**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
EXP CATG 56-59									
20-5628 FIRE DEPARTMENT CONTRIBU	1,049,071	1,116,458	1,263,497	1,404,729	1,169,423	1,169,423	1,610,942	206,213	15%
TOTAL EXP CATG 56-59	1,049,071	1,116,458	1,263,497	1,404,729	1,169,423	1,169,423	1,610,942	206,213	15%
TOTAL FIRE DEPARTMENT	1,049,071	1,116,458	1,263,497	1,404,729	1,169,423	1,169,423	1,610,942	206,213	15%

**10 -GENERAL FUND
MUNICIPAL COURT**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SALARY AND BENEFITS									
30-4010 SALARIES EXEMPT REGULAR	48,765	52,370	60,353	62,879	49,495	49,495	64,756	1,877	3%
30-4011 SALARIES NON EXEMPT REGU	36,912	29,445	45,705	49,879	39,288	39,288	51,375	1,496	3%
30-4014 LONGEVITY	451	197	2	96	14	14	96	0	0%
30-4015 CERTIFICATION PAY	1,253	2,151	2,465	756	583	583	756	0	0%
30-4016 457-PLAN	1,409	537	842	2,256	0	0	2,256	0	0%
30-4030 SALARIES OVERTIME	187	54	760	1,700	0	0	1,700	0	0%
30-4100 HEALTH INSURANCE	25,829	19,344	19,560	28,562	19,274	19,274	30,418	1,856	6%
30-4110 T.M.R.S.	5,968	6,082	7,161	7,580	4,781	4,781	7,580	0	0%
30-4120 FICA/MEDICARE TAX	1,156	1,199	1,807	1,672	1,149	1,149	1,672	0	0%
30-4130 WORKERS COMP	247	331	322	250	432	432	376	126	50%
30-4140 UNEMPLOYMENT INS	288	829	208	540	25	25	540	0	0%
TOTAL SALARY AND BENEFITS	122,465	112,539	139,183	156,170	115,041	115,041	161,525	7,749	3%
SUPPLIES									
30-4506 GENERAL EXPENSE ALLOWANC	1,500	1,650	1,350	1,800	1,350	1,350	1,800	0	0%
30-4520 DUES & SUBSCRIPTIONS	447	412	380	800	16	16	800	0	0%
30-4521 PRINTING COSTS	337	1,199	1,819	500	459	459	500	0	0%
30-4525 OFFICE SUPPLIES	1,225	877	844	1,500	504	504	0	-1,500	-100%
30-4526 GENERAL EXPENSE	250	3,070	999	500	433	433	500	0	0%
TOTAL SUPPLIES	3,759	7,208	5,393	5,100	2,762	2,762	3,600	-1,500	-29%
MAINTENANCE									
30-4606 OFFICE EQUIP. MAINT. & R	386	1,561	6,077	4,900	0	0	4,900	0	
TOTAL MAINTENANCE	386	1,561	6,077	4,900	0	0	4,900	0	

SERVICES

30-5027 MUNICIPAL COURT-TRAINING	214	313	1,261	4,000	2,217	2,217	4,000	0
30-5031 EMPLOYEE MEDICAL TESTING	35	0	0	200	0	0	200	0

TOTAL SERVICES	249	313	1,261	4,200	2,217	2,217	4,200	0
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PROFESSIONAL SERVICES

30-5509 PROFESSIONAL FEE	0	24,079	15,503	5,000	0	0	0	-5,000	-100%
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TOTAL PROFESSIONAL SERVICES	0	24,079	15,503	5,000	0	0	0	-5,000	-100%
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EXP CATG 56-59

30-5600 COMPUTER SERVICE & REPAI	21,200	21,200	22,728	23,540	0	0	2394	-23,540	-90%
30-5610 MC FEES-JUDGE	8,225	21,775	30,875	39,900	19,025	19,025	35,000	-4,900	-12%
30-5611 MC FEES-PROSECUTO	10,725	25,350	40,625	42,900	22,425	22,425	38,000	-4,900	-11%
30-5614 MC FEES-WARRANT E	1,037	2,356	2,644	2,700	1,810	1,810	2,700	0	0%
30-5617 MC SOFTWARE	12,693	13,547	15,862	0	115	115	0	0	0%
30-5618 MC INTERPRETER	3,300	4,635	17,884	20,000	10,768	10,768	20,000	0	0%
30-5630 UTILITIES-COMMUNICATIONS	0	0	0	0	0	0	0	0	0%

TOTAL EXP CATG 56-59	57,180	88,863	130,618	129,040	54,142	54,142	98,094	-33,340	-24%
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OTHER SERVICES

30-6012 CREDIT CARD FEES	15,802	33,304	36,742	35,000	28,942	28,942	35,000	0
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TOTAL OTHER SERVICES	15,802	33,304	36,742	35,000	28,942	28,942	35,000	0
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TOTAL MUNICIPAL COURT	199,841	267,867	334,778	339,410	203,104	203,104	307,319	-32,091	-9%
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**10 -GENERAL FUND
PARK**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SUPPLIES									
35-4510 PARK-COMMUNITY EVENTS	143	0	2,500	13,600	2,000	2,000	15,000	1,400	10%
35-4514 EVENT - SNOW DAYS	5,900	0	0	6,600	6,000	6,000	0	-6,600	-100%
35-4526 GENERAL EXPENSES	1,358	1,095	1,540	1,200	851	851	1,200	0	0%
TOTAL SUPPLIES	7,401	1,095	4,040	21,400	8,851	8,851	16,200	-5,200	-24%
MAINTENANCE									
35-4611 PARK MAINTENANCE-MATERIA	4,170	6,803	11,449	14,000	10,254	10,254	14,000	0	
35-4612 GS/COMMUNITY ENHANCEMENT	21,919	11,530	5,080	7,000	118	118	7,000	0	
35-4614 HOLIDAY DECORATION	5,000	5,600	5,600	6,000	5,600	5,600	6,000	0	
35-4615 PARK MAINTENANCE- SUPPLI	150	0	83	500	422	422	500	0	
TOTAL MAINTENANCE	31,239	23,933	22,212	27,500	16,393	16,393	27,500	0	
PROFESSIONAL SERVICES									
35-5511 MOWING & LANDSCAPING	45,173	49,700	41,110	51,181	48,401	48,401	57,140	-1,181	12%
TOTAL PROFESSIONAL SERVICES	45,173	49,700	41,110	51,181	48,401	48,401	50,000	-1,181	-2%
CAPITAL OUTLAY									
35-7002 CAPITAL-MATERIALS & EQUI	0	0	0	0	0	0	22,000	22,000	0%
35-7003 CAPITAL EQUIPMENT - NON-	0	0	0	0	0	0	0	0	0%
35-7005 CAPITAL-ALLOCATION	0	0	0	0	0	0	0	0	0%
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	22,000	22,000	0%
TOTAL PARK	83,813	74,728	67,361	100,081	73,644	73,644	115,700	15,619	0%

**10 -GENERAL FUND
POLICE DEPARTMENT**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SALARY AND BENEFITS									
40-4010 SALARIES EXEMPT REGULAR	151,223	181,903	162,234	154,128	115,721	115,721	145,000	-9,128	-6%
40-4011 SALARIES NON EXEMPT REGU	1,695,704	1,718,102	1,743,442	2,025,214	1,409,530	1,409,530	2,115,970	90,756	4%
40-4014 LONGEVITY	6,759	6,398	5,601	6,048	4,167	4,167	6,048	0	0%
40-4015 CERTIFICATION PAY	35,112	34,049	35,021	39,720	28,228	28,228	46,320	6,600	17%
40-4016 457-PLAN	34,959	28,944	30,488	42,469	0	0	42,469	0	0%
40-4023 ON-CALL	5,971	5,209	5,220	10,400	4,100	4,100	10,400	0	0%
40-4024 FTO ALLOWANCE	0	1,200	2,500	13,360	1,600	1,600	13,360	0	0%
40-4030 SALARIES OVERTIME	310,436	409,369	174,664	140,000	107,910	107,910	140,000	0	0%
40-4100 HEALTH INSURANCE	341,898	338,645	347,042	463,115	285,415	285,415	493,238	30,123	7%
40-4110 T.M.R.S.	162,359	164,603	144,755	156,196	89,663	89,663	156,196	0	0%
40-4120 FICA/MEDICARE TAX	35,676	35,499	31,072	37,466	21,289	21,289	37,466	0	0%
40-4130 WORKERS COMP	28,694	46,512	47,801	63,489	54,663	54,663	47,557	-15,932	-25%
40-4140 UNEMPLOYMENT INS	4,109	7,618	857	7,560	243	243	7,560	0	0%
TOTAL SALARY AND BENEFITS	2,812,902	2,978,050	2,730,697	3,159,165	2,122,529	2,122,529	3,261,584	102,419	
SUPPLIES									
40-4505 FUEL	53,837	68,088	102,369	97,000	69,754	69,754	97,000	0	0%
40-4508 PD-CRIME CONTROL SUPPLIE	15,880	12,061	15,509	12,500	6,168	6,168	12,500	0	0%
40-4511 PD-UNIFORMS	17,187	21,354	19,522	20,000	12,877	12,877	20,000	0	0%
40-4520 DUES & SUBSCRIPTIONS	1,518	3,163	2,849	2,500	1,006	1,006	2,500	0	0%
40-4521 PRINTING COSTS	2,792	775	1,518	3,000	1,212	1,212	3,000	0	0%
40-4524 DISASTER EXPENSES	3,935	3,220	0	5,000	0	0	5,000	0	0%
40-4525 OFFICE SUPPLIES	2,851	5,174	7,359	8,000	2,453	2,453	8,000	0	0%
40-4526 GENERAL EXPENSES	7,488	7,765	6,734	8,000	10,223	10,223	8,000	0	0%
TOTAL SUPPLIES	105,487	121,600	155,860	156,000	103,694	103,694	156,000	0	

MAINTENANCE

40-4600 AUTO EXPENSES-MAINTENCE	49,047	64,467	59,341	40,000	38,862	38,862	60,000	20,000	50%
40-4601 AUTO EXPENSE - AUTO COLL	1,715	875	2,410	3,000	0	0	3,000	0	0%
40-4602 MACH & EQUIP-MAINT & REP	1,777	3,380	6,049	2,000	542	542	2,000	0	0%
40-4603 JANITORIAL & CLEANING	16,523	19,363	18,161	23,920	15,267	15,267	23,920	0	0%
40-4604 COMPUTER COST-HARDWARE	5,823	5,199	73	9,000	8,866	8,866	24,574	15,574	173%
40-4605 COMPUTER COST-SOFTWARE	42,094	52,681	51,702	115,000	58,462	58,462	55,000	-60,000	-52%
40-4606 OFFICE EQUIP. & REPAIRS	7,489	4,225	12,679	10,000	3,484	3,484	10,000	0	0%
40-4607 BUILDING MAINTENANCE	0	26,615	19,923	25,000	8,771	8,771	25,000	0	0%
40-4620 PD-RADIO & RADAR REPAIRS	38,858	38,235	37,404	40,000	35,667	35,667	57,096	17,096	43%
40-4621 LEASING EQUIPMENT - TASE	8,928	0	0	19,189	18,851	18,851	19,189	0	0%
TOTAL MAINTENANCE	172,254	215,040	207,742	287,109	188,772	188,772	279,779	-7,330	-3%

SERVICES

40-5003 WARRANT PROCESSING EXPEN	0	0	0	0	0	0	0	0	
40-5027 PD-TRAINING	27,387	23,849	18,744	45,000	31,865	31,865	45,000	0	
40-5029 PD-ANIMAL CONTROL	0	0	0	500	0	0	500	0	
40-5031 EMPLOYEE MEDICAL TESTING	785	2,899	1,720	4,000	820	820	4,000	0	
40-5032 RECRUITING BONUS	0	4,000	3,000	7,000	3,000	3,000	7,000	0	
TOTAL SERVICES	28,172	30,748	23,464	56,500	35,685	35,685	56,500	0	

EXP CATG 56-59

40-5600 COMPUTER SERVICE & MAINT	65,828	59,965	68,655	75,650	55,350	55,350	77,700	2,050	3%
40-5630 UTILITIES-COMMUNICATIONS	40,024	49,642	49,670	45,600	36,794	36,794	45,600	0	
TOTAL EXP CATG 56-59	105,852	109,607	118,325	121,250	92,144	92,144	123,300	2,050	2%

CAPITAL OUTLAY

40-7001 PD - PP&E	1,965	2,204	4,556	43,600	38,097	38,097	5,000	-38,600	-89%
40-7002 CAPITAL - MATERIALS & EQ	261,770	263,846	366,986	250,000	113,813	113,813	314,000	64,000	26%
40-7003 CAPITAL EQUIPMENT - NON-	0	0	0	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	263,735	266,050	371,542	293,600	151,910	151,910	319,000	25,400	9%

INTERFUND-ACTIVITY

40-9100 POLICE DEPT-RESERVE CAPT	38,264	37,691	37,691	37,691	37,691	37,691	37,691	0	
TOTAL INTERFUND-ACTIVITY	38,264	37,691	37,691	37,691	37,691	37,691	37,691	0	
TOTAL POLICE DEPARTMENT	3,526,666	3,758,786	3,645,322	4,111,315	2,732,424	2,732,424	4,233,854	122,539	3%

**10 -GENERAL FUND
STREET**

	ADOPTED						PROPOSED BUDGET TOTAL	DIFFERENCE	
	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	2023-2024		
SALARY AND BENEFITS									
50-4010 SALARIES EXEMPT REGULAR	59,048	62,005	39,070	71,355	34,045	34,045	73,495	2,140	3%
50-4011 SALARIES NON EXEMPT REGU	66,114	74,663	74,442	116,833	80,588	80,588	120,337	3,504	3%
50-4014 LONGEVITY	1,560	1,633	1,209	1,752	1,000	1,000	1,752	0	0%
50-4015 CERTIFICATION PAY	713	2,154	289	2,328	284	284	2,328	0	0%
50-4016 457-PLAN	2,432	1,426	1,779	3,764	0	0	3,764	0	0%
50-4030 SALARIES OVERTIME	11,556	12,240	7,055	7,000	7,598	7,598	7,000	0	0%
50-4100 HEALTH INSURANCE	37,041	39,758	39,537	62,365	36,071	36,071	66,418	4,053	6%
50-4110 T.M.R.S.	9,681	10,450	8,440	13,091	6,545	6,545	14,000	909	7%
50-4120 FICA EMP. TAX	1,823	1,935	1,563	3,499	1,418	1,418	3,499	0	0%
50-4130 WORKERS COMP	2,000	2,681	2,603	3,169	3,493	3,493	3,039	-130	-4%
50-4140 UNEMPLOYMENT INS	441	756	270	675	27	27	675	0	0%
TOTAL SALARY AND BENEFITS	192,409	209,699	176,258	285,831	171,070	171,070	298,004	12,173	4%
SUPPLIES									
50-4505 FUEL	6,416	7,034	10,988	9,600	4,878	4,878	7,697	-1,903	-20%
50-4511 UNIFORMS	2,413	2,104	1,879	2,700	1,525	1,525	3,000	300	11%
50-4520 DUES & SUBSCRIPTIONS	371	235	0	500	0	0	500	0	0%
50-4526 GENERAL EXPENSES	897	789	1,843	1,500	1,040	1,040	2,000	500	33%
50-4528 TOOLS, EQUIPMENT	1,234	847	2,063	3,000	5,735	5,735	3,000	0	0%
50-4529 STREET - MATERIAL & SUPP	13,892	12,299	6,053	10,000	16,151	16,151	15,000	5,000	50%
TOTAL SUPPLIES	25,223	23,309	22,826	27,300	29,329	29,329	29,500	2,200	8%
MAINTENANCE									
50-4600 AUTO EXPENSES-MAINTENCE	2,568	277	3,299	4,000	1,353	1,353	4,000	0	0%
50-4608 EQUIPMENT RENTAL	3,884	6,325	322	5,000	0	0	5,000	0	0%
50-4609 STREET SYSTEM	9,871	36,368	71,339	24,000	98	98	24,000	0	0%

50-4630 TRAFFIC CONTROL	10,806	18,308	4,215	18,000	5,023	5,023	10,000	-8,000	-44%
50-4631 TRAFFIC CONTROL-STREET S	4,318	35,535	26,385	30,000	3,341	3,341	20,000	-10,000	-33%
TOTAL MAINTENANCE	31,446	96,813	105,559	81,000	9,814	9,814	63,000	-18,000	-22%
SERVICES									
50-5027 TRAVEL & TUITION	1,383	1,053	555	3,000	63	63	3,000	0	
50-5031 EMPLOYEE MEDICAL TESTING	0	0	0	500	0	0	0	-500	-100%
TOTAL SERVICES	1,383	1,053	555	3,500	63	63	3,000	-500	-14%
PROFESSIONAL SERVICES									
50-5501 STREET SWEEPING	0	4,000	1,000	6,000	1,000	1,000	6,000	0	0%
50-5506 PROFESS. FEES - ENGINEER	3,240	2,560	17,674	15,000	2,711	2,711	45,000	30,000	200%
50-5511 ROW - MOWING & MAINT	40,400	46,236	89,751	80,000	48,720	48,720	75,000	-5,000	-6%
TOTAL PROFESSIONAL SERVICES	43,640	52,796	108,425	101,000	52,432	52,432	126,000	25,000	25%
EXP CATG 56-59									
50-5620 NUISANCE CONTROL	5,530	7,595	6,481	6,000	990	990	6,000	0	0%
50-5625 UTILITIES-STREET & TRAFF	100,138	88,088	81,622	110,000	49,303	49,303	85,000	-25,000	-23%
TOTAL EXP CATG 56-59	105,668	95,683	88,102	116,000	50,293	50,293	91,000	-25,000	-22%
INTERFUND-ACTIVITY									
50-9100 STREETS CAPITAL RF	15,056	18,656	18,822	18,822	18,822	18,822	18,822	0	0%
TOTAL INTERFUND-ACTIVITY	15,056	18,656	18,822	18,822	18,822	18,822	18,822	0	0%
TOTAL STREET	414,825	498,008	520,548	633,453	331,823	331,823	629,326	-4,127	-1%
FUND TOTAL EXPENDITURES	8,553,484	8,708,898	8,911,459	9,910,739	7,187,783	7,187,783	10,295,007	384,268	4%
REVENUE OVER/(UNDER) EXPENDITURE	293,944	849,125	1,006,678	-283,224	1,437,721	1,437,721	0	292,976	-100%

15 -CAPITAL REPLACEMENT FUND REVENUES

[illegible]

**15 - CAPITAL REPLACEMENT FUND
EQUIPMENT**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED TOTAL 2023-2024	BUDGET - DIFFERENCE	
PROFESSIONAL SERVICES									
10-5506 ENGINEER FEES	0	51,662	47,098	0	0	0	0	0	
TOTAL PROFESSIONAL SERVICES	0	51,662	47,098	0	0	0	0	0	
CAPITAL OUTLAY									
10-7000 VEHICLES	0	0	34,503	50,000	59,160	59,160	70,000	20,000	40%
10-7001 EQUIPMENT	1,447	85,283	22,485	0	18,868	18,868	200,000	200,000	0%
10-7002 CONSTRUCTION	0	0	660,400	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	1,447	85,283	717,388	50,000	78,028	78,028	270,000	220,000	440%
INTERFUND-ACTIVITY									
10-9000 TRANSFER OUT	0	0	0	0	0	0	0	0	
TOTAL INTERFUND-ACTIVITY	0	0	0	0	0	0	0	0	
TOTAL EQUIPMENT	1,447	136,945	764,485	50,000	78,028	78,028	270,000	220,000	440%
FUND TOTAL EXPENDITURES	1,447	136,945	764,485	50,000	78,028	78,028	270,000	220,000	440%
REVENUE OVER/(UNDER) EXPENDITURE	645,234	220,430	(576,711)	122,946	203,552	203,552	0	-122,946	0%

20 -UTILITIES REVENUES

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
FEES & CHARGES									
01-5201 OTHER INCOME-UT. PERMIT	120	80	40	0	80	80	0	0	0%
01-5260 BILLING FOR SERVICE - WA	1,581,159	1,470,634	1,795,512	1,630,000	1,166,044	1,166,044	1,766,383	136,383	8%
01-5270 BILLING FOR SERVICE - SE	1,347,452	1,330,383	1,476,472	1,310,000	1,037,226	1,037,226	1,500,000	190,000	15%
TOTAL FEES & CHARGES	2,928,731	2,801,097	3,272,024	2,940,000	2,203,350	2,203,350	3,266,383	326,383	11%
MISC REVENUE									
01-5400 OTHER INCOME	21,116	20,296	19,127	15,000	16,751	16,751	18,000	3,000	20%
01-5406 INTEREST INCOME	12,671	937	10,723	14,400	35,638	35,638	50,000	25,600	247%
01-5413 CREDIT CARD FEES	9,477	12,806	16,111	11,000	14,410	14,410	13,000	2,000	18%
01-5414 SALE OF CAPITAL ASSETS	13,000	0	0	0	0	0	0	0	0%
01-5460 OTHER INCOME - WATER TAP	36,318	45,535	57,658	35,000	31,671	31,671	35,000	0	0%
01-5470 OTHER INCOME - SEWER TAP	1,230	820	410	800	820	820	800	0	0%
TOTAL MISC REVENUE	93,812	80,394	104,028	76,200	99,290	99,290	116,800	30,600	53%
OTHER FINANCE									
01-5800 BOND PROCEEDS	0	0	0	0	0	0	0	0	
TOTAL OTHER FINANCE	0	0	0	0	0	0	0	0	
OTHER AGENCIES									
01-5902 GRANT - FEMA	0	0	31,962	0	0	0	0	0	
TOTAL OTHER AGENCIES	0	0	31,962	0	0	0	0	0	
TOTAL REVENUES	3,022,543	2,881,491	3,408,014	3,016,200	2,302,640	2,302,640	3,383,183	356,983	12%

**20 -UTILITIES
ADMINISTRATION**

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SALARY AND BENEFITS									
10-4010 SALARIES EXEMPT REGULAR	143,174	147,954	117,551	166,525	82,792	82,792	171,520	4,995	3%
10-4011 SALARIES NON EXEMPT REGU	276,335	271,822	289,439	327,953	232,245	232,245	337,792	9,839	3%
10-4014 LONGEVITY	3,394	3,459	3,881	4,258	3,094	3,094	4,258	0	0%
10-4015 CERTIFICATION PAY	2,621	4,390	4,117	6,630	3,251	3,251	6,630	0	0%
10-4016 457-PLAN	6,467	3,574	5,318	10,226	0	0	10,226	0	0%
10-4020 MGR CAR ALLOWANCE	3,045	3,005	3,013	3,000	1,313	1,313	3,000	0	0%
10-4023 ON-CALL ALLOWANCE	10,543	11,857	13,450	15,600	11,050	11,050	15,600	0	0%
10-4030 SALARIES OVERTIME	37,172	37,768	27,341	40,000	21,754	21,754	40,000	0	0%
10-4100 HEALTH INSURANCE	99,976	86,804	100,376	121,198	69,956	69,956	129,075	7,877	6%
10-4110 T.M.R.S.	32,868	33,725	31,425	42,153	19,979	19,979	42,153	0	0%
10-4115 PENSION EXPENSES - GASB6	3,412	-25,709	0	0	0	0	0	0	0%
10-4116 OPEB EXPENSE	1,567	2,242	0	0	0	0	0	0	0%
10-4120 FICA EMP. TAX	6,520	6,935	6,377	8,178	4,526	4,526	8,178	0	0%
10-4121 EMPLOYEE BEN. FICA EMP.	0	0	0	0	0	0	0	0	0%
10-4130 WORKERS COMP	6,160	8,257	8,018	9,817	10,757	10,757	9,359	-458	-5%
10-4140 UNEMPLOYMENT INS	729	1,146	191	1,944	45	45	1,944	0	0%
TOTAL SALARY AND BENEFITS	633,983	597,229	610,497	757,482	460,760	460,760	779,735	22,253	3%
SUPPLIES									
10-4505 FUEL	4,708	12,226	8,951	13,000	12,274	12,274	13,000	0	0%
10-4511 UNIFORMS	4,364	4,257	3,997	4,500	3,502	3,502	4,500	0	0%
10-4520 DUES & SUBSCRIPTIONS	440	723	306	875	639	639	900	25	3%
10-4521 PRINTING COSTS	0	2,828	3,661	2,000	222	222	5,000	0	150%
10-4526 GENERAL EXPENSES	4,404	5,257	6,623	5,035	6,540	6,540	8,000	965	59%
10-4527 POSTAGE	3,000	6,600	7,266	7,000	4,000	4,000	8,000	200	14%
TOTAL SUPPLIES	16,916	31,892	30,804	34,410	27,178	27,178	39,400	-810	15%

MAINTENANCE

10-4600 AUTO EXPENSES-MAINTENCE	2,843	3,895	7,990	5,000	2,983	2,983	8,000	3,000	60%
10-4601 MACH & EQUIP - MAINT & R	8,489	3,400	19,593	20,000	13,118	13,118	20,000	0	0%
10-4605 COMPUTER COST-SOFTWARE &	23,349	3,684	46,356	25,000	28,066	28,066	30,000	5,000	20%
TOTAL MAINTENANCE	34,682	10,979	73,940	50,000	44,167	44,167	58,000	8,000	16%

SERVICES

10-5027 TRAVEL & TUITION	2,645	3,239	3,463	4,000	8,764	8,764	5,000	1,000	25%
10-5031 EMPLOYEE MEDICAL TESTING	75	0	0	200	0	0	0	-200	-100%
10-5032 RECRUITING BONUS	0	0	0	0	0	0	0	0	0%
10-5035 BAD DEBT	0	0	0	0	30,401	30,401	0	0	0%
TOTAL SERVICES	2,720	3,239	3,463	4,200	39,166	39,166	5,000	800	19%

PROFESSIONAL SERVICES

10-5502 PROFESS. FEES - AUDIT	13,850	14,224	14,514	15,000	10,416	10,416	15,225	225	2%
10-5506 PROFESS. SERVICE FEES	0	1,703	0	10,000	0	0	10,000	0	0%
10-5507 PROFESS. FEES - MISC	0	0	38,882	0	875	875	0	0	0%
TOTAL PROFESSIONAL SERVICES	13,850	15,927	53,396	25,000	11,291	11,291	25,225	225	1%

EXP CATG 56-59

10-5630 UTILITIES-COMMUNICATIONS	14,254	12,871	17,403	15,800	20,255	20,255	20,000	4,200	27%
TOTAL EXP CATG 56-59	14,254	12,871	17,403	15,800	20,255	20,255	20,000	4,200	27%

INTERFUND-ACTIVITY

10-9000 TRANSFER OUT	0	183,600	0	0	0	0	200,000	0	
10-9100 UTILITIES ADMIN CAPITAL	7,751	7,751	12,451	12,451	12,451	12,451	12,451	0	
TOTAL INTERFUND-ACTIVITY	7,751	191,351	12,451	12,451	12,451	12,451	12,451	0	
TOTAL ADMINISTRATION	724,156	863,488	801,953	899,343	615,268	615,268	934,011	34,668	4%

20 -UTILITIES
DEBT SERVICE

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
DEBT SERVICES									
15-6513 DEBT RETIREMENT - BONDS	0	0	0	0	0	0	0	0	0%
15-6520 PRINCIPAL/DEBT SERVICE	0	0	0	320,000	0	0	325,000	5,000	2%
15-6521 INTEREST/DEBT SERVICE	104,298	97,856	91,205	84,433	42,129	42,129	77,305	-7,129	-8%
15-6626 BOND ISSUANCE COST	0	0	0	0	0	0	0	0	0%
15-6700 MAINT FEE/DEBT SERVICE	1,600	1,550	1,500	1,600	775	775	1,600	0	0%
TOTAL DEBT SERVICES	105,898	99,406	92,705	406,033	42,904	42,904	403,905	-2,129	-1%
TOTAL DEBT SERVICE	105,898	99,406	92,705	406,033	42,904	42,904	403,905	-2,129	-1%

20 -UTILITIES
WATER SERVICE

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE	
SUPPLIES									
60-4525 WATER SUPPLIES	19,668	0	120	0	2,557	2,557	3,000	3,000	0%
60-4526 GENERAL EXPENSES	22,656	2,266	5,433	6,000	7,360	7,360	6,000	0	0%
60-4527 TOOLS AND EQUIPMENT	0	0	0	0	0	0	8,000	8,000	0%
60-4528 TEXAS 811 FEES	0	0	0	0	0	0	1,000	1,000	0%
TOTAL SUPPLIES	42,324	2,266	5,553	6,000	9,918	9,918	18,000	12,000	200%
MAINTENANCE									
60-4607 REPAIRS AND MAINTENANCE	11,500	21,281	9,336	10,000	14,726	14,726	50,000	40,000	400%
60-4608 EQUIPMENT RENTAL	0	0	0	0	0	0	0	0	0%
60-4609 PREVENTATIVE MAINTENANCE	0	0	0	0	0	0	15,000	15,000	0%
TOTAL MAINTENANCE	11,500	21,281	9,336	10,000	14,726	14,726	65,000	55,000	550%
PROFESSIONAL SERVICES									
60-5500 CONTRACT LABOR	11,234	1,388	0	10,000	0	0	10,000	0	
60-5536 PROFESSIONAL FEES - ENGI	0	0	15,388	10,000	0	0	0	-10,000	-100%
TOTAL PROFESSIONAL SERVICES	11,234	1,388	15,388	20,000	0	0	10,000	-10,000	-50%
EXP CATG 56-59									
60-5627 ELECTRICAL POWER - METER	0	0	0	0	0	0	0	0	
60-5628 ELECTRICAL POWER - WATER	43,960	53,404	52,650	59,940	33,159	33,159	60,000	60	0%
TOTAL EXP CATG 56-59	43,960	53,404	52,650	59,940	33,159	33,159	60,000	60	0%
OTHER SERVICES									
60-6020 COH EMERGENCY INTERCONNE	1,810	1,378	1,851	2,000	970	970	2,000	0	
60-6021 COH - GROUND WATER CHAR	271,861	307,835	334,270	300,000	206,033	206,033	350,000	50,000	17%

60-6022 WATER SAMPLES	2,791	5,908	11,239	10,000	6,322	6,322	10,000	0	
60-6023 WATER TREATMENT	53,815	53,913	53,393	46,000	39,115	39,115	50,000	4,000	9%
TOTAL OTHER SERVICES	330,276	369,034	400,753	358,000	252,440	252,440	412,000	54,000	15%
CAPITAL OUTLAY									
60-7002 CAPITAL	0	612	7,969	9,235	0	0	5,000	95,765	-46%
60-7004 WATER METERS	2,550	0	7,819	10,000	8,483	8,483	10,000	0	
TOTAL CAPITAL OUTLAY	2,550	612	15,788	19,235	8,483	8,483	15,000	95,765	-22%
INFRASTRUCTURE									
60-7101 WATER SYSTEM	22,181	18,589	54,177	40,000	44,170	44,170	0	-40,000	-100%
60-7102 NEW WATER SERVICE LINES	2,837	6,504	6,912	5,000	4,622	4,622	8,000	3,000	60%
TOTAL INFRASTRUCTURE	25,018	25,092	61,089	45,000	48,792	48,792	8,000	-37,000	-82%
INTERFUND-ACTIVITY									
60-9100 WATER CAPITAL RF	94,835	94,835	94,835	94,835	94,835	94,835	94,835	0	
TOTAL INTERFUND-ACTIVITY	94,835	94,835	94,835	94,835	94,835	94,835	94,835	0	
TOTAL WATER SERVICE	561,696	567,912	655,390	613,010	462,354	462,354	782,835	169,825	28%

20 -UTILITIES

[illegible]

[illegible]

25 -CIP FUND
REVENUES

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE
MISC REVENUE								
01-5406 INTEREST INCOME	63,391	11,878	87,783	4,000	250,259	250,259	250,000	246,000
01-5409 OTHER INCOME-MISCELLANEO	0	0	0	0	0	0	0	0
TOTAL MISC REVENUE	63,391	11,878	87,783	4,000	250,259	250,259	250,000	246,000
INTER-FUND TRANSFER								
01-5710 TRANSFERS IN	1,074,308	583,920	307,278	316,496	316,496	316,496	325,990	9,494
TOTAL INTER-FUND TRANSFER	1,074,308	583,920	307,278	316,496	316,496	316,496	325,990	9,494
TOTAL REVENUES	1,137,699	595,798	395,061	320,496	566,755	566,755	575,990	255,494

25 - CIP FUND

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE
MAINTENANCE								
50-4631 TAMY AND RANDY PED XING	0	1,784	0	30,000	0	0	30,000	0
50-4632 PAVING AT CHURCH PARKING	0	14,768	0	0	0	0	0	0
TOTAL MAINTENANCE	0	16,552	0	30,000	0	0	30,000	0
PROFESSIONAL SERVICES								
50-5508 PROFESS. FEES - DRAINAGE	0	0	0	0	0	0	0	0
50-5511 ROW - MAINT. & IMPROVEME	0	0	0	0	101,835	101,835	0	0
50-5547 ENG. - WINNINGHAM, CEDAR	0	210,073	11,900	20,000	11,250	11,250	0	-20,000
50-5548 ENGINEERING COST - SAFET	6,749	52,552	27,892	0	54,497	54,497	0	0
50-5549 ENG - CEDARSPUR, BURKHAR	0	122,827	43,379	30,000	22,775	22,775	22,635	-7,365
50-5550 PROFESS. FEES - BRIGHTON	0	0	87,634	641,755	239,834	239,834	290,000	-351,755
50-5551 KRIST OUTFALL	0	0	0	0	15,457	15,457	0	0
TOTAL PROFESSIONAL SERVICES	6,749	385,452	170,804	691,755	445,649	445,649	312,635	-379,120
EXP CATG 68-69								
50-6944 BINGLE TRAFFIC IMPROVEME	0	0	73,890	202,754	0	0	202,754	0
50-6945 STREET LIGHT REPLACEMENT	11,272	0	0	0	0	0	0	0
TOTAL EXP CATG 68-69	11,272	0	73,890	202,754	0	0	202,754	0
INFRASTRUCTURE								
50-7502 HOME DEPOT LIFT STATION	0	0	0	0	0	0	0	0
50-7503 PW - PRE-ENGINEER BUILDI	0	0	0	250,000	0	0	250,000	0
50-7518 BRIGHTON PLACE ROADS	13,250	964,678	0	0	0	0	7,000,000	7,000,000
50-7519 INF- CEDARSPUR-BURK	0	0	0	2,192,517	0	0	2,000,000	-192,517
50-7520 INF - WINNINGHAM	0	0	435,770	865,593	796,704	796,704	0	-865,593

TOTAL INFRASTRUCTURE	<u>13,250</u>	<u>964,678</u>	<u>435,770</u>	<u>3,308,110</u>	<u>796,704</u>	<u>796,704</u>	9,250,000	<u>5,941,890</u>
TOTAL IMPROVEMENT	31,271	1,366,682	680,464	4,232,619	1,242,353	1,242,353	9,795,389	5,562,770
FUND TOTAL EXPENDITURES	31,271	1,366,682	680,464	4,232,619	1,242,353	1,242,353	9,795,389	5,562,770
	=====	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURE	1,106,429	-770,884	(285,402)	(3,912,123)	-675,598	-675,598	0	
	=====	=====	=====	=====	=====	=====	=====	=====

26 -CLFRF FUND REVENUES

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE
MISC REVENUE								
01-5406 INTEREST EARNED	0	4	4,504	5,000	27,652	27,652	20,000	15,000
TOTAL MISC REVENUE	0	4	4,504	5,000	27,652	27,652	20,000	15,000
INTER-FUND TRANSFER								
01-5700 TRANSFER IN	0	0	0	329,790	0	0	300,000	-29,790
TOTAL INTER-FUND TRANSFER	0	0	0	329,790	0	0	300,000	-29,790
OTHER AGENCIES								
01-5902 GRANT	0	0	1,058	0	0	0	0	0
TOTAL OTHER AGENCIES	0	0	1,058	0	0	0	0	0
TOTAL REVENUES	0	4	5,561	334,790	27,652	27,652	320,000	-14,790

26 -CLFRF FUND

	ACTUAL 2019-2020	ACTUAL 2020-2021	ACTUAL 2021-2022	ADOPTED BUDGET 2022-2023	ACTUAL Y-T-D	TOTAL 2022-2023	PROPOSED BUDGET TOTAL 2023-2024	DIFFERENCE
CAPITAL OUTLAY								
60-7001 WATER PLANT UPGRADE	0	0	0	1,236,040	0	0	1,336,838	100,798
60-7002 REH LIFT STATION	0	0	0	165,000	0	0	0	-165,000
TOTAL CAPITAL OUTLAY	0	0	0	1,401,040	0	0	1,336,838	-64,202
TOTAL CAPITAL PROJ WATER	0	0	0	1,401,040	0	0	1,336,838	-64,202
FUND TOTAL EXPENDITURES	0	0	0	1,401,040	0	0	1,336,838	-64,202
REVENUE OVER/(UNDER) EXPENDITURE	0	4	5,561	-1,066,250	27,652	27,652		

DIVIDER PAGE



August 8, 2023

Vía e-mail: kwatson@springvalleytx.com

Ms. Kristina Watson
Spring Valley Village- Public Works
Spring Valley Village, TX

Re: Proposal – Public Works Building

Ms. Kristina Watson:

Ramtech Building Systems appreciates your interest and the opportunity to provide you with pricing for a modular office building. These prices are based on new, state approved commercial grade buildings constructed to the attached floor plan.

24' x 70' Public Works Building

Purchase Price: Base \$241,800

Options:

Aluminum deck, stairs and ramp +\$19,950 (\$7,500 treated wood)

Pricing Includes:

- Delivery & Installation – Spring Valley Village, TX
- Priced as True Modular- Approx. 30" set height
- CMU pad on grade foundation
- Metal siding, Metal Roof
- Sheet Vinyl Flooring (Sheet Vinyl and cove base selected by Owner)
- Vinyl covered gypsum (VCG) wall panels (FRP in wet areas)
- Wall mounted HVAC, ducted
- Lay-in ceiling – 7'-10" height
- Single phase service assumed
- MDP & Electrical Homerun wiring
- Plumbing Manifold



Page 2 of 2

Pricing does not include:

- Site preparation (including grading, compaction or demolition, landscaping, or irrigation)
- Building permits
- FFE & Appliances (Furnishings, Fixtures, & Equipment)
- Entry Assemblies/Canopies (Entry Assemblies priced as options)
- Fire alarm/fire extinguishers/sprinkler system
- Performance and Payment bond
- Permanent foundation if desired or required
- Ramtech's Builders Risk Insurance excludes flood coverage in Flood Zones A, V, or D as defined by FEMA
- Taxes if applicable
- Final Utility extension/connections
- Wind certification

Freight, setup and other finish-out scopes are priced based on Ramtech's ability to manufacture the building in Q1 2024 and deliver and complete the project in a timely manner thereafter. Should any unforeseen delay occur in the permitting or site work process, or due to any other cause outside of Ramtech's control, these scopes may need to be repriced and a Change Order executed prior to building delivery.

Note: Given the volatility of material prices and supply chain challenges, Ramtech's price is valid for 14 days. **Please contact Ramtech prior to issuance of a PO or award to verify pricing and availability of production openings. All pricing is based on a level, accessible site.**

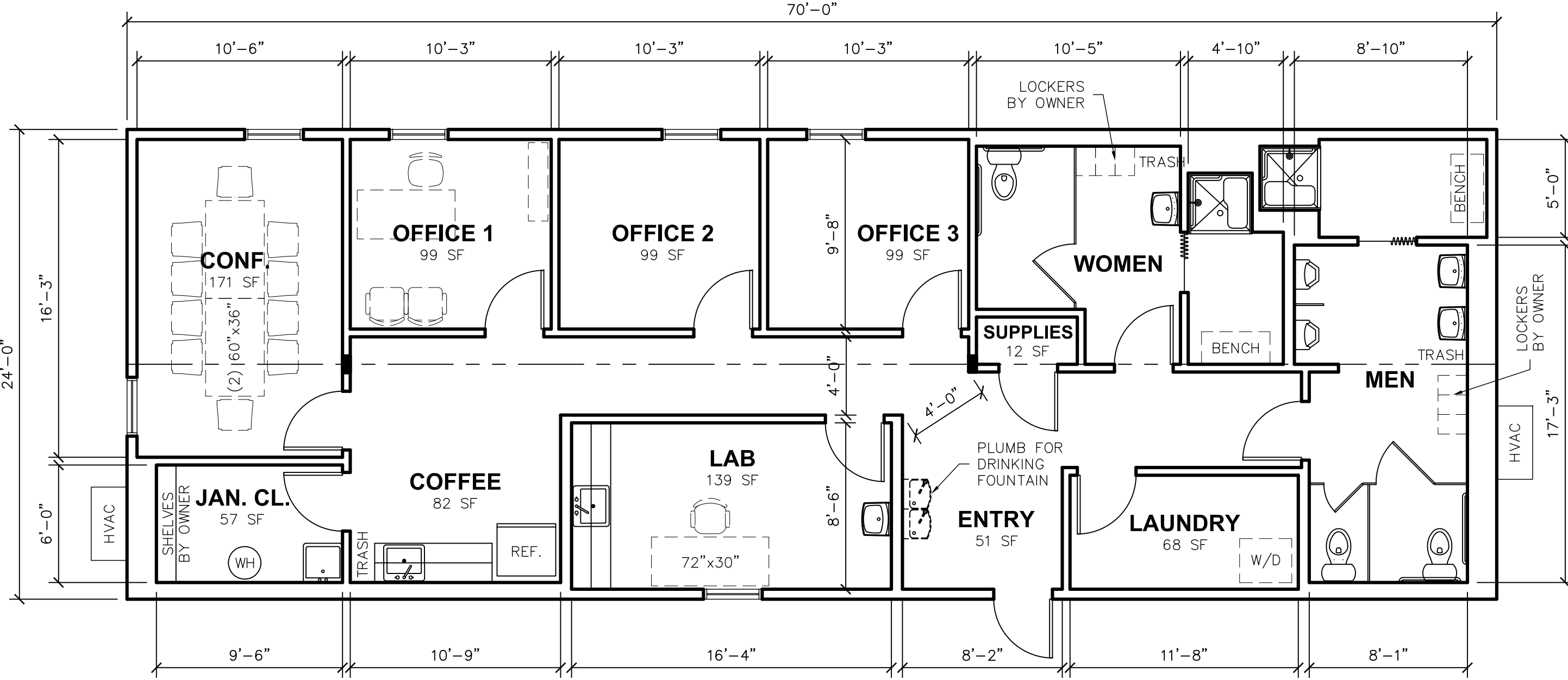
Please feel free to contact me via email at jpulfer@ramtechgroup.com or by calling 800-568-9376 ext. 110.

Sincerely,

Jade Pulfer
Business Development Specialist

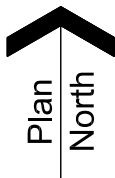
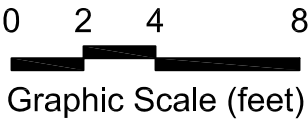
Spring Valley Village Public Works

1025 Campbell Road, Spring Valley Village, TX 77055



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BUILDING SYSTEMS INC.
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1 Floor Plan
1680 SF



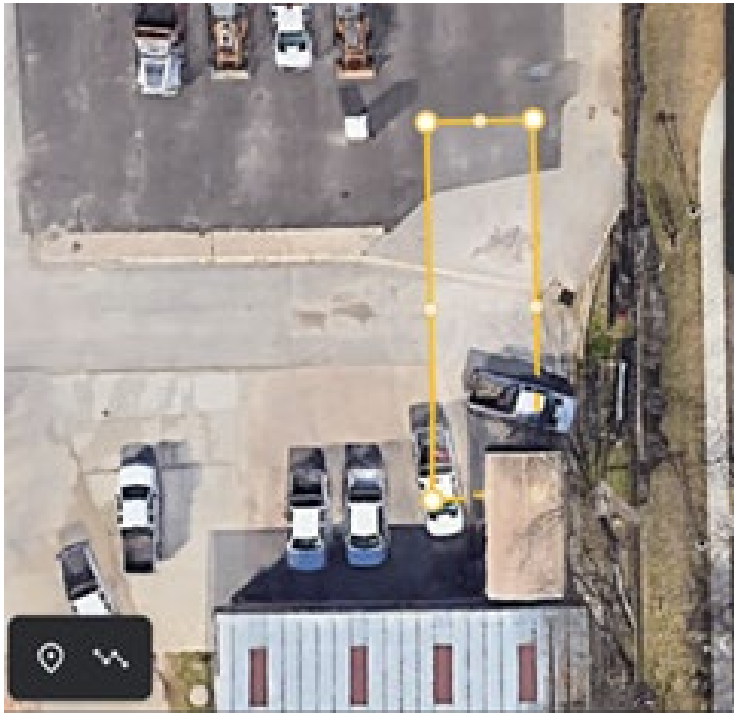
August 2, 2023
SK-1
Q-0723165

H:\Home\NancyMiller\2023 Quotes\0723165 Spring Valley Village Public Works.dwg, 8/2/2023 11:31:08 AM

Proposed Locations for Modular Public Works Building



Utilities can be run on the side of the building on the grass ditch, where the fire hydrant is and that will give shorter connections, and they can be brought around the back side through the dirt instead of trenching under the concrete pad. I would advise facing it towards the current shop so it can be easily accessed from each other.



On this version, utilities would come into the bottom/side, closest to where the existing utilities are to give you the shortest utility runs as possible.



This version gives you the furthest in utility runs, however, it doesn't block any of the large bay doors.

The building in any of the scenarios would be proposed to be a minimum of 20' away from the existing building, this is to ensure we don't have to build a fire wall pushing the cost even higher.

DIVIDER PAGE

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

MEETING DATE: November 16, 2021

TOPIC:	Discussion and Direction Concerning Scope of Work for Addressing Landscaping Along I-10 Sound Wall Destroyed and/or Damaged by Winter Storm Uri.
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BACKGROUND:	As discussed with Council at the July 27, 2021 meeting, Winter Storm Uri killed and/or damaged much of the landscaping along the I-10 Sound Wall. The Texas Department of Transportation (TxDOT) has advised the City that they will not be replanting or replacing any dead landscaping in those locations until the Summer of 2022 at the earliest.
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KNB originally quoted a price of \$20,400.00 for the landscaping along the I-10 Sound Wall. KNB also quoted an additional \$13,000.00 for the landscaping at the I-10 Entry and Exit Ramps.

Since the Council meeting in July, TxDOT has removed and trimmed the dead debris along the entry and exit ramps. However, Council also requested that the landscaping project include removing all the Pampas Grass and replace it with Oleanders. Both of these changes are reflected in the two quotes we received.

Staff reached out to four companies requesting quotes. Two of those companies Landscape Art and Brookway Horticultural Services, Inc. said they were not interested in the project. Urban Foresters (the company that trimmed the trees in our Park in March) and KNB (the company that does the City's regular landscape maintenance) both provided quotes. KNB and Urban Foresters both note that the price could fluctuate based on the actual cost of Oleanders at the time of purchase.

Company	Quote
KNB	\$51,100.00
Urban Foresters	\$59,250.00

With the combined total for this work being over \$50,000, the City would need to go out for bid on this project if Council would like to proceed with the removal and replacement of all the Pampas Grass.

Alternatively, Council could authorize Staff to proceed with the scope of work in KNB's original quote from July of \$20,400.00 which called for the removal and replacement of the dead landscaping and trimming the damaged landscaping to help it grow back healthy. That quote included trimming all Pampas Grass down to 3 feet tall, trimming all Oleanders to 2 feet tall, and removing and replacing 50 Oleanders.

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

RECOMMENDATION: Staff requests direction from Council as to whether to proceed with the original scope of work from KNB or to include the removal and replacement of all Pampas Grass in the scope of work.	
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: J. Hitt	
SUBMITTING STAFF MEMBER: Matthew Hitt, Assistant to the City Administrator	CITY ADMINISTRATOR APPROVAL: William Roberson

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

MEETING DATE: August 22, 2023

TOPIC: RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING PROPOSAL FOR POLICE BODY CAMERAS, IN-CAR CAMERA UNITS AND ASSOCAITED SOFTWARE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND AXON ENTERPRISE, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Following conversations with City Council during the August 2, 2023 Special City Council Meeting, City Hall staff and Police Department worked with Axon Enterprises to rework the proposals for the purchase of body camera and in-car cameras and associated software presented.

The attached proposals show the purchase of all equipment and initial setup costs, including first year of software and support up front and paid in FY 2022-2023. Starting in FY 2024-2025 and continuing through FY2027-2028 additional payments would need to be made for the continued support, software maintenance and cloud services.

In order to make the purchases from FY 2022-2023, the approval of this resolution and costs for the purchase of the equipment would be reflected in the next budget amendment.

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# _____
 - ☒ \$183,981.86 from unassigned fund balance will be used and added to Acct/Project# 10-40-7002
 - ☐ \$ _____ will be added to Revenue Acct# ____- and \$ _____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



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

SUBMITTING STAFF MEMBER: Zachary Meadows, Director of Community Development / Acting City Administrator	CITY ADMINISTRATOR APPROVAL: 
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RESOLUTION NUMBER 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING PROPOSAL FOR POLICE BODY CAMERAS, IN-CAR CAMERA UNITS AND ASSOCIATED SOFTWARE BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND AXON ENTERPRISE, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for Police Body Cameras, in-car units and associated software by and between the City of Spring Valley Village, Texas and Axon Enterprises, Inc. (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 22nd day of August, 2023.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT “A”

TO

RESOLUTION NUMBER 23-XX



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-496359-45141.886AS

Issued: 08/03/2023

Quote Expiration: 10/01/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 327244

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Spring Valley Village Police Dept - TX 1025 Campbell Rd Houston, TX 77055-7407 USA	Spring Valley Village Police Dept - TX 1025 Campbell Rd Houston TX 77055-7407 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Justin Lane Phone: 713-465-8323 Email: jlane@springvalleytx.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$225,305.70
ESTIMATED TOTAL W/ TAX	\$225,305.70

Discount Summary

Average Savings Per Year	\$9,363.28
TOTAL SAVINGS	\$46,816.40

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$68,552.58	\$0.00	\$68,552.58
Oct 2024	\$39,188.28	\$0.00	\$39,188.28
Oct 2025	\$39,188.28	\$0.00	\$39,188.28
Oct 2026	\$39,188.28	\$0.00	\$39,188.28
Oct 2027	\$39,188.28	\$0.00	\$39,188.28
Total	\$225,305.70	\$0.00	\$225,305.70

Quote Unbundled Price:	\$272,122.10
Quote List Price:	\$256,942.10
Quote Subtotal:	\$225,305.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	23	60	\$109.58	\$98.58	\$88.73	\$122,447.40	\$0.00	\$122,447.40
A la Carte Hardware									
H00001	AB4 Camera Bundle	23			\$849.00	\$764.10	\$17,574.30	\$0.00	\$17,574.30
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	2			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	23	60		\$9.00	\$8.10	\$11,178.00	\$0.00	\$11,178.00
73478	REDACTION ASSISTANT USER LICENSE	23	60		\$9.00	\$8.10	\$11,178.00	\$0.00	\$11,178.00
73680	RESPOND DEVICE PLUS LICENSE	23	60		\$19.00	\$17.10	\$23,598.00	\$0.00	\$23,598.00
85760	Auto-Transcribe Unlimited Service	23	60		\$20.00	\$18.00	\$24,840.00	\$0.00	\$24,840.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
85014	AXON 1-DAY SERVICE	1			\$3,150.00	\$2,835.00	\$2,835.00	\$0.00	\$2,835.00
85144	AXON STARTER	1			\$9,950.00	\$8,955.00	\$8,955.00	\$0.00	\$8,955.00
Total							\$225,305.70	\$0.00	\$225,305.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	23	09/01/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	26	09/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	3	09/01/2023
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	26	09/01/2023
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	3	09/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	09/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	09/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	09/01/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	23	03/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	03/01/2026
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	23	09/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	23	10/01/2023	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	23	10/01/2023	09/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	23	10/01/2023	09/30/2028
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	23	10/01/2023	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	23	10/01/2023	09/30/2028
A la Carte	85760	Auto-Transcribe Unlimited Service	23	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	23	09/01/2024	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	09/01/2024	09/30/2028

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware	85014	AXON 1-DAY SERVICE	1	\$2,835.00	\$0.00	\$2,835.00
Hardware	85144	AXON STARTER	1	\$8,955.00	\$0.00	\$8,955.00
Hardware	H00001	AB4 Camera Bundle	23	\$17,574.30	\$0.00	\$17,574.30
Hardware	H00001	AB4 Camera Bundle	2	\$0.00	\$0.00	\$0.00
Hardware	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 1	73680	RESPOND DEVICE PLUS LICENSE	23	\$4,719.60	\$0.00	\$4,719.60
Year 1	73682	AUTO TAGGING LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$540.00	\$0.00	\$540.00
Year 1	85760	Auto-Transcribe Unlimited Service	23	\$4,968.00	\$0.00	\$4,968.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	23	\$24,489.48	\$0.00	\$24,489.48
Total				\$68,552.58	\$0.00	\$68,552.58

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	REDACTION ASSISTANT USER LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 2	73680	RESPOND DEVICE PLUS LICENSE	23	\$4,719.60	\$0.00	\$4,719.60
Year 2	73682	AUTO TAGGING LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$540.00	\$0.00	\$540.00
Year 2	85760	Auto-Transcribe Unlimited Service	23	\$4,968.00	\$0.00	\$4,968.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	23	\$24,489.48	\$0.00	\$24,489.48
Total				\$39,188.28	\$0.00	\$39,188.28

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	REDACTION ASSISTANT USER LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 3	73680	RESPOND DEVICE PLUS LICENSE	23	\$4,719.60	\$0.00	\$4,719.60
Year 3	73682	AUTO TAGGING LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$540.00	\$0.00	\$540.00
Year 3	85760	Auto-Transcribe Unlimited Service	23	\$4,968.00	\$0.00	\$4,968.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	23	\$24,489.48	\$0.00	\$24,489.48
Total				\$39,188.28	\$0.00	\$39,188.28

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73478	REDACTION ASSISTANT USER LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 4	73680	RESPOND DEVICE PLUS LICENSE	23	\$4,719.60	\$0.00	\$4,719.60
Year 4	73682	AUTO TAGGING LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$540.00	\$0.00	\$540.00
Year 4	85760	Auto-Transcribe Unlimited Service	23	\$4,968.00	\$0.00	\$4,968.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	23	\$24,489.48	\$0.00	\$24,489.48

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$39,188.28	\$0.00	\$39,188.28

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 5	73680	RESPOND DEVICE PLUS LICENSE	23	\$4,719.60	\$0.00	\$4,719.60
Year 5	73682	AUTO TAGGING LICENSE	23	\$2,235.60	\$0.00	\$2,235.60
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$540.00	\$0.00	\$540.00
Year 5	85760	Auto-Transcribe Unlimited Service	23	\$4,968.00	\$0.00	\$4,968.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	23	\$24,489.48	\$0.00	\$24,489.48
Total				\$39,188.28	\$0.00	\$39,188.28

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/3/2023





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-496354-45142.751AS

Issued: 08/04/2023

Quote Expiration: 08/15/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 327244

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Spring Valley Village Police Dept - TX 1025 Campbell Rd Houston, TX 77055-7407 USA	Spring Valley Village Police Dept - TX 1025 Campbell Rd Houston TX 77055-7407 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Justin Lane Phone: 713-465-8323 Email: jlane@springvalleytx.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$278,184.00
ESTIMATED TOTAL W/ TAX	\$278,184.00

Discount Summary

Average Savings Per Year	\$15,052.80
TOTAL SAVINGS	\$75,264.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$115,429.28	\$0.00	\$115,429.28
Jan 2025	\$40,688.68	\$0.00	\$40,688.68
Jan 2026	\$40,688.68	\$0.00	\$40,688.68
Jan 2027	\$40,688.68	\$0.00	\$40,688.68
Jan 2028	\$40,688.68	\$0.00	\$40,688.68
Total	\$278,184.00	\$0.00	\$278,184.00

Quote Unbundled Price:	\$353,448.00
Quote List Price:	\$308,484.00
Quote Subtotal:	\$278,184.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	20	60	\$292.04	\$254.57	\$229.57	\$275,484.00	\$0.00	\$275,484.00
A la Carte Services									
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
Total							\$278,184.00	\$0.00	\$278,184.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	20	01/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	20	01/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	20	01/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	20	01/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	20	01/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	20	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	20	02/01/2024	01/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	20	02/01/2024	01/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	20	02/01/2024	01/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	40	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	20
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	20	01/01/2025	01/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	20	01/01/2025	01/31/2029

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$540.00	\$0.00	\$540.00
Year 1	Fleet3A	Fleet 3 Advanced	20	\$40,148.68	\$0.00	\$40,148.68
Hardware Only	Fleet3A	Fleet 3 Advanced	20	\$74,740.60	\$0.00	\$74,740.60
Total				\$115,429.28	\$0.00	\$115,429.28

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$540.00	\$0.00	\$540.00
Year 2	Fleet3A	Fleet 3 Advanced	20	\$40,148.68	\$0.00	\$40,148.68
Total				\$40,688.68	\$0.00	\$40,688.68

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$540.00	\$0.00	\$540.00
Year 3	Fleet3A	Fleet 3 Advanced	20	\$40,148.68	\$0.00	\$40,148.68
Total				\$40,688.68	\$0.00	\$40,688.68

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$540.00	\$0.00	\$540.00
Year 4	Fleet3A	Fleet 3 Advanced	20	\$40,148.68	\$0.00	\$40,148.68
Total				\$40,688.68	\$0.00	\$40,688.68

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$540.00	\$0.00	\$540.00
Year 5	Fleet3A	Fleet 3 Advanced	20	\$40,148.68	\$0.00	\$40,148.68
Total				\$40,688.68	\$0.00	\$40,688.68

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/4/2023



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

MEETING DATE: August 22, 2023

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Appointments/Re-appointments to Boards and Commissions: A. Planning & Zoning Commission B. Board of Adjustment
---------------	--

BACKGROUND:	The following Board or Commission Member terms have expired or become vacant:
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Planning & Zoning Commission

- Trey Hoffman, Chairman (serving since January 25, 1994)
- Patrick Johnson, Member (serving since October 27, 2015)
- John Lisenby, Member (serving since September 25, 2018)
- Maryellen McGlothlin, Member (serving since May 28, 2002)
- Jerry Kent, Alternate (serving since August 27, 2019)

Applications for reappointment to the Planning & Zoning Commission have been received from each of the above expiring members, except from Mayellen McGlothlin and John Lisenby. Mayellen spoke with Acting City Administrator, Zachary Meadows and indicated that she has decided to not be reappointed and although John Lisenby's term on the Planning & Zoning Commission has not yet expired, with him now serving on City Council, this leaves an open position.

The City has also received applications from the following residents who are interested in serving on the Planning & Zoning Commission:

- Salim Ahmed
- Paul "Jordan" Anderson
- Clarence Boeckman
- Jarrad Bourger
- Nathan Carroll
- Margey Meyer
- Michael Pokorski
- Israel Sierra

Board of Adjustments

- Douglas Doyle, Chairman (serving since October 25, 2016)
- Bradley Jones, Member (serving since July 26, 2022)
- Kenneth Schneider, Vice-Chair (serving since November 16, 2021)
- Susan Diehl, Alternate (serving since November 16, 2021)
- Travis Wells, Alternate (serving since November 16, 2021)

Applications for reappointment to the Board of Adjustments have

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

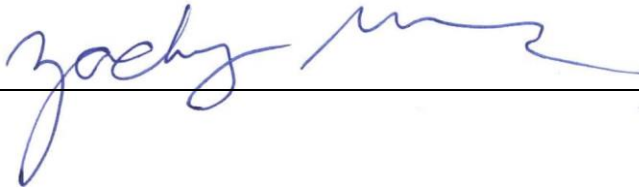
	been received from each of the above expiring members, except Douglas Doyle, who on October 4, 2022, submitted a letter to the City Secretary resigning from the Board and thus leaving his position open since that time. The City has also received applications from the following residents who are interested in serving on the Board of Adjustments: • Salim Ahmed • Paul “Jordan” Anderson • Clarence Boeckman • Nathan Carroll • Michael Pokorski
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RECOMMENDATION:	None.
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ATTACHMENTS:	• Volunteer Applications • Excerpt from Code of Ordinances regarding Planning & Zoning members and appointment • Excerpt from Code of Ordinances regarding Board of Adjustment members and appointment
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 
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**VOLUNTEER
APPLICATIONS**

FOR

**PLANNING &
ZONING
COMMISSION**

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Civic Activities Board

☐ Other: _____

Rec'd 7/11/23
[Signature]

Personal Information

First Name: SALIM Last Name: AHMED

Address: 9035 ELIZABETH City: HO State: TX Zip: 77055

Home Phone: _____ Work Phone: _____ Mobile Phone: 832-221-4400

Email Address: smuzzi@att.net

Occupation: ACCOUNTANT

First Time Appointment: ☒ Reappointment: _____

If reappointment, indicate name of Board or Commission: _____

And the time period previously served: _____

Education (list highest grade/degree completed): B.S

Volunteer Information (Attach additional pages as needed)

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

TREASURER FOR S.C.I HOUSTON
BOARD MEMBER S.C.I. + BOY SCOUT

(2) Briefly summarize your interest in appointment or reappointment to the Board, Commission, or Committee:

TO serve my community

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this Board, Commission, or Committee:

I've Been a business owner for over 22 years
solving problems, issues with personnel etc

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board or Commission? Yes: _____ No: X Possibly: _____

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as required by State law and stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____

Applicant appointed to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/5/23

Personal Information

Last Name: Anderson First Name: Paul

Address: 8835 cardwell dr City: Houston State: TX Zip: 77055

Home Phone: 8326514811 Work Phone: 8325986015

Email address: paul.jordan.anderson@gmail.com

Occupation: Photographer/Investor

First Time Appointment: Yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): College

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Houston Food Bank, MFAH

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I'd like to give back to the community that I love so very much.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Served 3 years as HOA board member, serve on board of manufacturing company

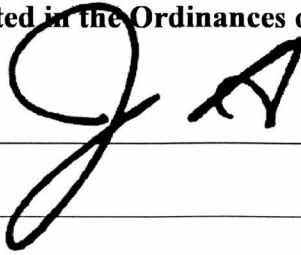
Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: 7-5-2023



For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/10/23

Personal Information

Last Name: Boeckman First Name: Clarence
Address: 1307 Modiste City: Houston State: TX Zip: 77055
Home Phone: 832-671-0430 Work Phone: _____
Email address: clarenceboeckman@gmail.com
Occupation: Consultant
First Time Appointment: X Reappointment: _____
If reappointment, indicate name of group: _____
And the time period previously served: _____
Education (list highest grade/degree completed): Bachelor's Degree

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

Interested in being part of the City of Spring Valley, bacuse this is my home and want to make sure we are doing things the correct way.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☐ Possibly: ☒

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

I would abstain from attending, if possible. If I had to be involved, I would indicate my conflict and then make my opinion,

based on the ordinances on the books and the information provided.

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: July 7, 2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

RECEIVED
7/10/23

Personal Information

Last Name: Bourger First Name: Jarrad

Address: 1102 Loeser Dr City: Houston State: TX Zip: 77055

Home Phone: 575-312-9010 Work Phone: _____

Email address: jbourger01@yahoo.com

Occupation: CEO Red Dot Storage

First Time Appointment: ☒ Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): MBA

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

2 Term Deacon at Second Baptist Church.
I organize kickball and other games for kids on Loeser.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

It is my conviction that each citizen possesses a unique
privilege and responsibility to contribute to their local society.
In my opinion, service to ones community isn't just a duty,
but an honor that fosters connection, perspective, and improvement.
Planning and zoning has far reaching impacts on the quality of life
and future of our village. I am eager to take part in the
discussions and decision-making processes to help shape the community

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

CEO of top 15th largest self-storage company in the U.S. I have great
experience with property management, managing 90 employees, buying/selling
assets, in addition to basic programming and data science fundamentals.
Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or
Commission? Yes: ____ No: X Possibly: ____

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

7/10/23

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/7/23

Personal Information

Last Name: CARROLL First Name: NATHAN

Address: 1412 BEUTEL DR City: HOUSTON State: TX Zip: 77055

Home Phone: 832-221-8833 Work Phone: 346-388-7876

Email address: ncarroll86@gmail.com

Occupation: Law Enforcement

First Time Appointment: N/A Reappointment: N/A

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): Master's Degree

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

See attachment

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

See attachment

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

See attachment

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: 7-7-2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

Attachment to City of Spring Valley Village Volunteer Application: Nathan Carroll

Volunteer Information

1. I have not been involved in any community activities with Spring Valley Village, namely because we are new to the area. My wife and I moved to Spring Valley Village approximately one year ago and are actively looking to get involved with our community. We plan on staying in our home for a long time and we have a vested interest in ensuring our community is safe and a great place to live. I participate in several community events each year as part of my regular work in law enforcement, such as Blue Santa and Shop with a Cop events, and other speaking engagements at community events.
2. I am interested in participating on either the Planning and Zoning Commission or the Board of Adjustment. I have read the duties associated with each position on the city website and I think I could provide helpful discussion on the issues presented to either the commission or the board if I was selected. I think it is important to evaluate requests by businesses or individuals and have a discussion on the impact of those requests to ensure it is in the best interest of the city and citizens of Spring Valley Village. The reason people move to the Memorial Villages are because of the aesthetics of the neighborhoods, the schools district, the extra city services provided versus Houston, and because they are a great place to raise a family or enjoy a short commute to work.
3. I believe I can provide a detailed-oriented approach to resolving problems brought to the attention of the board or commission. Throughout my professional career I have developed conflict resolution skills and have learned to examine issues brought to my attention from multiple perspectives while still trying to ensure there is logic and a method in resolving a problem. I have dealt with ordinance enforcement and building-related ordinance enforcement at a supervisory level in my profession. I possess strong time-management skills and am familiar with the operation of city government. I also have a background in speaking with people from all walks of life and would look forward to the opportunity to help our city.

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

RECEIVED
7/3/23

Personal Information

Last Name: Meyer First Name: Marjorie (Margey)

Address: 9166 Cardwell St City: Houston State: TX Zip: 77055

Home Phone: 713-465-5216 Work Phone: _____

Email address: margeymeyer@gmail.com

Occupation: consultant to HOA developers and boards to resolve disputes without litigation; former owner of HOA management co.

First Time Appointment: yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): BA

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

unofficial rep for Penn Manor community; chair CAI-Houston HOA Hotline referred by TX AG office and local officials;

25-year CAI volunteer educator and curriculum author on 7 courses relating to HOA operations

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I've loved living in SVV for 35 years and want to personally help it grow and prosper while protecting its residents' property values

and enjoyment of everything our city offers. I think my perspective and experience will support the Commission's goals.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
certified mediator American Arbitration Association; 40-year volunteer with the Community Associations Institute (CAI)

for which I served on Board of Trustees and Exec. Committee; twice awarded Educator of the Year and Volunteer of the Year

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: July 2, 2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



EST. 1955
SPRING VALLEY
VILLAGE

Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
6/21/23

Personal Information

Last Name: Pokorski First Name: Michael
Address: 8525 Burkhardt Rd City: Houston State: TX Zip: 77055
Home Phone: 7132058808 Work Phone: _____
Email address: michaeljamespokorski@gmail.com
Occupation: oil broker

First Time Appointment: yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): bachelor in business administration

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

We moved to Spring Valley Village in 2021 and have been looking for opportunities to become more involved in the community.

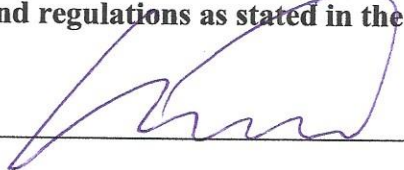
**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
strong trading and financial markets background/ taking initiatives to develop projects/ strong skill set of listening, understanding and problem solving

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature:  _____

Date: 6/21/2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☐ Board of Adjustment

☐ Other: _____

RECEIVED
7/5/23

Personal Information

Last Name: Sierra First Name: Israel

Address: 304 Sylvester Road (current) City: Houston/Spring State: _____ Zip: _____

Home Phone: 281-229-0450 Work Phone: _____

Email address: isierra@europahomestexas.com

Occupation: Home Builder

First Time Appointment: Yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): Bachelor, NYU Stern school of Business

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

My company is a Houston Land Bank approved builder, we do constant work for the Houston city ensuring more affordable housing is developed and made within the city limits.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

We are currently building our house in the neighborhood and I think my experience as a builder dealing with the City Houston for developments would be useful for this position.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
As a new home builder in the City of Houston, one of my primary roles is dealing with public service
beneficial to the Planning & Zoning commission as the understanding of current laws, regulations

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: July 5, 2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

**VOLUNTEER
APPLICATIONS**

FOR

**BOARD OF
ADJUSTMENTS**

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Civic Activities Board

☐ Other: _____

Rec'd 7/11/23
[Signature]

Personal Information

First Name: SALIM Last Name: AHMED

Address: 9035 ELIZABETH City: HO State: TX Zip: 77055

Home Phone: _____ Work Phone: _____ Mobile Phone: 832-221-4400

Email Address: smuzzi@att.net

Occupation: ACCOUNTANT

First Time Appointment: ☒ Reappointment: _____

If reappointment, indicate name of Board or Commission: _____

And the time period previously served: _____

Education (list highest grade/degree completed): B.S.

Volunteer Information (Attach additional pages as needed)

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

TREASURER FOR S.C.I. HOUSTON
BOARD MEMBER S.C.I. + BOY SCOUTS

(2) Briefly summarize your interest in appointment or reappointment to the Board, Commission, or Committee:

TO serve my community

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this Board, Commission, or Committee:

I've Been a business owner for over 22 years
solving problems, issues with personnel etc

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board or Commission? Yes: _____ No: X Possibly: _____

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as required by State law and stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: _____

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____

Applicant appointed to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/5/23

Personal Information

Last Name: Anderson First Name: Paul

Address: 8835 cardwell dr City: Houston State: TX Zip: 77055

Home Phone: 8326514811 Work Phone: 8325986015

Email address: paul.jordan.anderson@gmail.com

Occupation: Photographer/Investor

First Time Appointment: Yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): College

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

Houston Food Bank, MFAH

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

I'd like to give back to the community that I love so very much.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Served 3 years as HOA board member, serve on board of manufacturing company

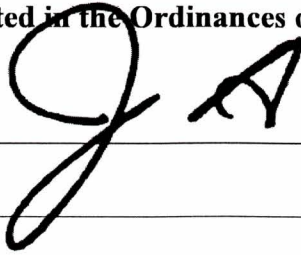
Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: 7-5-2023



For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/10/23

Personal Information

Last Name: Boeckman First Name: Clarence
Address: 1307 Modiste City: Houston State: TX Zip: 77055
Home Phone: 832-671-0430 Work Phone: _____
Email address: clarenceboeckman@gmail.com
Occupation: Consultant
First Time Appointment: X Reappointment: _____
If reappointment, indicate name of group: _____
And the time period previously served: _____
Education (list highest grade/degree completed): Bachelor's Degree

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

Interested in being part of the City of Spring Valley, bacuse this is my home and want to make sure we are doing things the correct way.

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☐ Possibly: ☒

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

I would abstain from attending, if possible. If I had to be involved, I would indicate my conflict and then make my opinion,

based on the ordinances on the books and the information provided.

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: _____

Date: July 7, 2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

City of Spring Valley Village
Volunteer Application



Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
7/7/23

Personal Information

Last Name: CARROLL First Name: NATHAN

Address: 1412 BEUTEL DR City: HOUSTON State: TX Zip: 77055

Home Phone: 832-221-8833 Work Phone: 346-388-7876

Email address: ncarroll86@gmail.com

Occupation: Law Enforcement

First Time Appointment: N/A Reappointment: N/A

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): Master's Degree

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

See attachment

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

See attachment

**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:

See attachment

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature: 

Date: 7-7-2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

Attachment to City of Spring Valley Village Volunteer Application: Nathan Carroll

Volunteer Information

1. I have not been involved in any community activities with Spring Valley Village, namely because we are new to the area. My wife and I moved to Spring Valley Village approximately one year ago and are actively looking to get involved with our community. We plan on staying in our home for a long time and we have a vested interest in ensuring our community is safe and a great place to live. I participate in several community events each year as part of my regular work in law enforcement, such as Blue Santa and Shop with a Cop events, and other speaking engagements at community events.
2. I am interested in participating on either the Planning and Zoning Commission or the Board of Adjustment. I have read the duties associated with each position on the city website and I think I could provide helpful discussion on the issues presented to either the commission or the board if I was selected. I think it is important to evaluate requests by businesses or individuals and have a discussion on the impact of those requests to ensure it is in the best interest of the city and citizens of Spring Valley Village. The reason people move to the Memorial Villages are because of the aesthetics of the neighborhoods, the schools district, the extra city services provided versus Houston, and because they are a great place to raise a family or enjoy a short commute to work.
3. I believe I can provide a detailed-oriented approach to resolving problems brought to the attention of the board or commission. Throughout my professional career I have developed conflict resolution skills and have learned to examine issues brought to my attention from multiple perspectives while still trying to ensure there is logic and a method in resolving a problem. I have dealt with ordinance enforcement and building-related ordinance enforcement at a supervisory level in my profession. I possess strong time-management skills and am familiar with the operation of city government. I also have a background in speaking with people from all walks of life and would look forward to the opportunity to help our city.

City of Spring Valley Village
Volunteer Application



EST. 1955
SPRING VALLEY
VILLAGE

Board/Commission/Committee (Check areas of interest):

☒ Planning and Zoning Commission

☒ Board of Adjustment

☐ Other: _____

RECEIVED
6/21/23

Personal Information

Last Name: Pokorski First Name: Michael
Address: 8525 Burkhardt Rd City: Houston State: TX Zip: 77055
Home Phone: 7132058808 Work Phone: _____
Email address: michaeljamespokorski@gmail.com
Occupation: oil broker

First Time Appointment: yes Reappointment: _____

If reappointment, indicate name of group: _____

And the time period previously served: _____

Education (list highest grade/degree completed): bachelor in business administration

Volunteer Information

(1) Briefly describe previous community activities associated with the City of Spring Valley Village, as well as any outside civic, charitable, or other community work.

(2) Briefly summarize your interest in appointment or reappointment to the board, commission, or committee:

We moved to Spring Valley Village in 2021 and have been looking for opportunities to become more involved in the community.

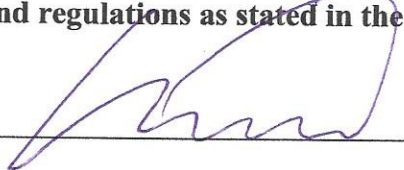
**City of Spring Valley Village
Volunteer Application
(Page 2)**

(3) Please write a brief summary of your qualification for service on this board, commission, or committee:
strong trading and financial markets background/ taking initiatives to develop projects/ strong skill set of listening, understanding and problem solving

Do you anticipate any conflicts of interest arising on connection with your service on the selected Board or Commission? Yes: ☐ No: ☒ Possibly: ☐

If you answered yes and a conflict of interest did arise, how would you proposed to resolve it?

The information I have provided is true. I understand that by signing this form, I am confirming that I am a resident of Spring Valley Village and volunteer my services with a clear understanding that there will be no monetary compensation. I will be prompt and regular in my service. I will notify the appropriate person if I am unable to perform my volunteer duties as assigned. I agree to conform to all policies and regulations as stated in the Ordinances of the City of Spring Valley Village.

Signature:  _____

Date: 6/21/2023

For City Hall Use Only:

Applicant approved by: Mayor _____ City Council _____ City Administrator _____

Applicant assigned to: _____ Date: _____

DIVIDER PAGE

PLANNING & ZONING COMMISSION

§ 12.102 - Membership, Appointment, and Term of Office

- (a) Members The commission shall be composed of seven (7) regular members and one (1) alternate member. Members shall be resident citizens of the City of Spring Valley, Texas.
- (b) Selection and Period of Service
 - (1) The mayor shall select, subject to approval by the city council, the regular and alternate members of the commission. Commission members so selected and approved shall serve in such capacity for period of not more than two (2) years. Four (4) members of the commission will serve terms beginning on odd-numbered years, and four (4) members will serve terms beginning on even-numbered years. The alternate member shall serve in the absence of a regular member when requested to do so by the chairman of the commission. Vacancies for the unexpired term of any member whose term becomes vacant shall be filled by selection by the mayor, subject to approval by the city council. Newly selected members shall be duly sworn and installed at the first regular commission meeting or city council meeting after their appointment, or as soon thereafter as practicable. Members of the commission shall serve without compensation.
 - (2) Members shall serve at the pleasure of city council and are subject to removal by the city council at any time, with or without cause, and shall have no expectation of continued service either in the position or on the commission. A member who is absent from three (3) consecutive meetings of the commission shall be subject to removal by city council.

DIVIDER PAGE

BOARD OF ADJUSTMENT

A1:A

Board Members : The Mayor shall appoint, subject to approval by the City Council, a Board of Adjustment. Such Board of Adjustment shall consist of five (5) members, each to be appointed for a term of two (2) years. Three (3) members of the Board shall serve terms beginning on odd-numbered years, and two (2) members shall serve terms beginning on even-numbered years. Members may be removed for cause by the appointing authorities upon written charges and after a public hearing. Any vacancy in the office shall be filled for the unexpired term of the member whose term vacant by appointment by the Mayor subject to approval by the City Council. (Ordinance 2017-14 adopted 7-18-17)

A1:B

Alternates : The Mayor shall also appoint, subject to approval by the City Council, four (4) alternate members of the Board of Adjustment who shall serve for the same period as the regular members, and shall be subject to removal as the regular members. Two (2) alternate members of the Board shall serve terms beginning on odd-numbered years, and two (2) alternate members of the Board shall serve terms beginning on even-numbered years. Any vacancies in the office of alternate members shall be filled for the unexpired term of the member whose term becomes vacant by appointment by the Mayor subject to approval by the City Council. The alternate members shall serve in the absence of one or more regular members when requested to do so by the Mayor and/or Chairman of the Board of Adjustment. (Ordinance 2017-14 adopted 7-18-17)

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

MEETING DATE: August 22, 2023

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending June 30, 2023
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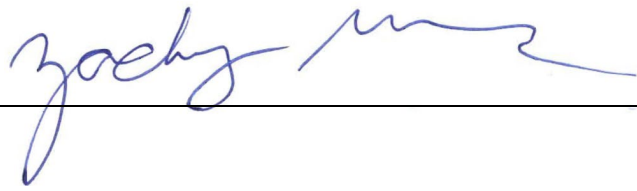
BACKGROUND:	Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly. Attached is a memorandum explaining changes in the City's investments as well as a detailed investment report for the quarter ending June 30, 2023.
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RECOMMENDATION:	N/A
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ATTACHMENTS:	Quarterly Investment Report for FY 2022-2023 Period Ending June 30, 2023
---------------------	--

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:	
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SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE



EST. 1955

SPRING VALLEY VILLAGE

MEMORANDUM

TO: Honorable Mayor and Council Members
FROM: Brent Walker, City Treasure
CC: Zach Meadows, Acting City Administrator
DATE: July 31, 2023
SUBJECT: Quarterly Investment Report for the Period Ended June 30, 2023

In accordance with the Public Funds Investment Act, Chapter 2256.023 of the Government Code, the Investment Officer shall prepare and submit to City Council a quarterly report of investment transactions of all funds for the preceding period.

The City invests cash that is not immediately needed for operations in Certificates of Deposit, Texpool, TexasClass and Securities issued by Agencies of the Federal Government as allowed by the Public Funds Investment Act and the City's Investment Policy.

Portfolio Recap:

- Average Daily Net Yield during quarter, The TexPool earned an average yield of 4.9562%
- Average Daily Net Yield during quarter, The Texas Class earned an average yield of 4.9483%
- Throughout the quarter, the City's investments earned interest \$259,107.18

During the Second Quarter of FY 2023, in response to high inflation, the FOMC continued to rapidly increase interest rates and reduce its securities holdings. The Committee has continued raising the target range for the federal funds rate, Bringing the range to 5 ¼ to 5 1/2 percent, and indicated that it will continue to monitor inflation with goal of returning to 2%. Staff continues to closely monitor the accounts being held by the City.

Enclosed are details of the City investment transactions for Quarter Ended March 31, 2023. This information shows that on the beginning market value as of April 1, 2023 was \$26,172,189 and ending market value on June 30, 2023 was \$25,272,946.

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of March 31, 2023, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$258,678.96

Market Value: The City currently holds no investments in which the book value differs from the market value. For all holdings, the book value is equal to the market value.

To the best of my knowledge, this report is in compliance with the investment strategy expressed in the City of Spring Valley Village Investment Policy and with the Texas Public Funds Investment Act, V.T.C.A., Government Code Ch. 2256, as amended

Investment Officer: Brent A. Walker, City Treasurer

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>10 -GENERAL FUND</u>				
10-00-1001	CASH IN BANK - WELLS FARGO	(120,568.78)		
10-00-1010	PETTY CASH	660.00		
10-00-1030	SAVINGS - CHILD SAFETY		8,449.65	
10-00-1040	SAVING - WELLS FARGO		7,562.69	
10-00-1043	CASH IN BANK - MUNICIPAL COURT		10,314.81	
10-00-1120	INVESTMENT IN TEXPOOL		5,720,366.26	
10-00-1121	TEXASCLASS		5,180,824.45	
TOTAL 10	-GENERAL FUND	(119,908.78)	10,927,517.86	10,807,609.08
<u>15 -CAPITAL REPLACEMENT FUND</u>				
15-00-1001	CASH	360,451.13		
15-00-1120	TEXPOOL		1,163,354.35	
TOTAL 15	-CAPITAL REPLACEMENT FUND	360,451.13	1,163,354.35	1,523,805.48
<u>20 -UTILITIES</u>				
20-00-1001	CASH IN BANK - WELLS FARGO	709,622.67		
20-00-1010	PETTY CASH	200.00		
20-00-1040	BOND RESERVE - WELLS FARGO		358,408.47	
20-00-1120	INVESTMENT IN TEXPOOL		1,520,678.48	
TOTAL 20	-UTILITIES	709,822.67	1,879,086.95	2,588,909.62
<u>26 -CLFRF FUND</u>				
26-00-1001	CASH IN THE BANK	5,692.48		
26-00-1121	TEXASCLASS		1,088,281.26	
TOTAL 26	-CLFRF FUND	5,692.48	1,088,281.26	1,093,973.74
<u>25 -CIP FUND</u>				
25-00-1001	CASH IN BANK - WELLS FARGO	133,679.35		
25-00-1002	BONDS - WELLS FARGO	35,749.46		
25-00-1120	TEXPOOL		2,745,082.07	
25-00-1130	TEXAS CLASS - CO BOND		7,460,343.31	
25-00-1140	TEXPOOL - BOND		5,542.18	
TOTAL 25	-CIP FUND	169,428.81	10,210,967.56	10,380,396.37
TOTAL CASH & INVESTMENTS		1,125,486.31	25,269,207.98	26,394,694.29

*** END OF REPORT ***

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

MEETING DATE: August 22, 2023

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending June 30, 2023
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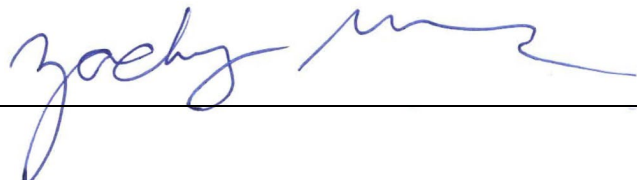
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RECOMMENDATION:	N/A
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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DIVIDER PAGE



EST. 1955

SPRING VALLEY VILLAGE

MEMORANDUM

TO: Honorable Mayor and Council Members
FROM: Brent Walker, City Treasure
CC: Zach Meadows, Acting City Administrator
DATE: July 31, 2023
SUBJECT: Quarterly Investment Report for the Period Ended June 30, 2023

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Investment Officer: Brent A. Walker, City Treasurer

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TOTAL CASH & INVESTMENTS		1,125,486.31	25,269,207.98	26,394,694.29

*** END OF REPORT ***

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE: August 22, 2023

TOPIC:	Review of printing and mailing of utility bills with local printing company
---------------	--

BACKGROUND:	For over a year, staff has experienced several issues with the current utility billing process. The current post card style utility bills are becoming increasingly harder to print due to issues with Xerox downtime and past staffing issues. The current cards only allow for limited space to communicate key information, and for the past six months have been either getting lost by USPS or are being returned to the City for no apparent reason. Currently the City prints an approximate of 1,049 paper bills and the rest are sent electronically via email. Mr. Walker has contacted a local Houston printing company, SPM Document Solutions, who has provided the City with a cost of outsourcing the printing of bills. The process of paying bills in-person, mailing, or online will not change with this adjustment. The bills would come as a full page read-out containing more information helpful for residents seeing their usage and for the City to convey important information. The bottom would have the perforated cutoff which will allow customers to place in the mail with their check or bring to City hall and pay in person with the clerk using the barcode. An example of the full page bill is provided for reference. The City will have to work with Incode to ensure the correct file is being produced and sent over to the printing company and the intital set-up cost of this will be approximately \$2,500 for Incode and \$500 from SPM Document Solutions. The annual cost from SPM Document Solutions is approximately \$2,340 plus postage. These costs fit within the current budget line items for printing and postage costs, and could possibly lower the overall cost.
--------------------	--

RECOMMENDATION:	Staff Requests Direction From City Council on the replacement of the current post card style bills with full page bills using a Houston based printing company.
------------------------	---

ATTACHMENTS:	• Sample Full Page Utility Bill • Cost Estimate Provided by SPM Document Solutions
---------------------	--

FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #<u>20-10-4521</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____
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**Spring Valley Village City Council
Agenda Item Data Sheet**

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

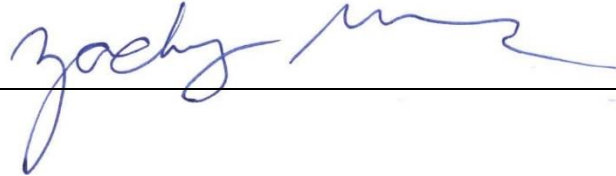
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Brent Walker, City Treasurer

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

Spring Valley Village
1025 Campbell Rd
Houston, TX 77055



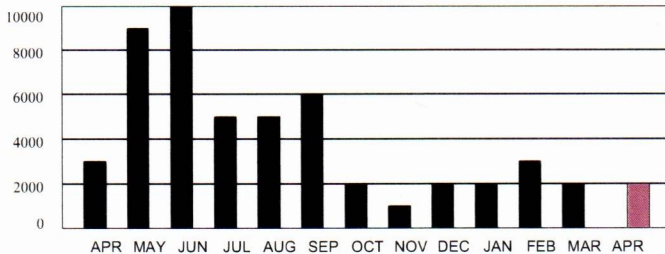
AUT0SCH 5-DIGIT 79022 1 PSS T.DHA0514a-A-1
2 1 AV 0.395



Bob Smith
12345 Spring Valley
Houston, TX 77055



YOUR MONTHLY USAGE (IN GALLONS)



IMPORTANT MESSAGE

A penalty of 10% will be added if bill is not paid by the due date. If payment is not received 10 days after the due date your account will be scheduled for disconnection and an administrative fee of \$25.00 will apply.

DUE DATE DOES NOT APPLY TO PREVIOUS BALANCE.

*PAY ONLINE/ON TIME @ www.springvalleytx.com

PAY BY PHONE/ON TIME @ 833-501-5727

WINTER SEWER AVERAGE-SWR INCREASE

PAYMENT COUPON — PLEASE FOLD ON PERFORATION BEFORE TEARING — RETURN BOTTOM PORTION WITH PAYMENT

SPRING VALLEY VILLAGE
1025 CAMPBELL RD
HOUSTON, TX 77055

ACCOUNT INFORMATION

ACCOUNT NUMBER: 30-18080-01
SERVICE ADDRESS: 12345 SPRING VALLEY
SERVICE PERIOD: 03/19/2021 to 04/19/2021
DAYS IN CYCLE: 31
LAST PAYMENT RECEIVED ON: 03/26/2021
BILLING DATE: 04/30/2021
DUE DATE: 05/20/2021



ACCOUNT STATEMENT

Customer Service: 713-463-8318
Office Hours: Monday - Friday, 8:00 am - 5:00 pm
Pay your bill online: www.springvalleytx.com

ACCOUNT INFORMATION

ACCOUNT NUMBER: 30-18080-01
SERVICE ADDRESS: 12345 Spring Valley
SERVICE PERIOD: 03/19/2021 to 04/19/2021
DAYS IN CYCLE: 31
LAST PAYMENT RECEIVED ON: 03/26/2021
BILLING DATE: 04/30/2021
DUE DATE: 05/20/2021

CURRENT ACCOUNT ACTIVITY

Meter Num	Previous	Current	Usage	Cost
3232	2577	2579	2000	\$15.90

CURRENT CHARGES

	AMOUNT
WATER	\$15.90
SEWER	\$12.00
GARBAGE	\$21.00
COMMUNITY DEVELOPMENT	\$1.00
TAX	\$1.73
TOTAL NEW CHARGES	\$51.63

ACCOUNT SUMMARY

PAST DUE*	\$56.69
TOTAL NEW CHARGES	\$51.63
TOTAL AMOUNT UPON RECEIPT	\$108.32
Amount due if paid after 05/20/2021:	\$118.45

Online payment www.springvalleytx.com

***All unpaid previous balance is due now
and subject to disconnect.**

AMOUNT DUE

TOTAL AMOUNT UPON RECEIPT	\$108.32
Amount due if paid after 05/20/2021:	\$118.45

Amount
Enclosed:

\$.

Please make check payable to **Spring Valley Village** and
write account number on check and remit payment to:



SPRING VALLEY VILLAGE
1025 CAMPBELL RD
HOUSTON, TX 77055

IMPORTANT INFORMATION

Net charges to customers for utility services shall be due and payable on or before the 20th of each month. In the event the current monthly bill is not paid on time, a 10% penalty shall apply and a disconnect notice will be mailed. Past due balances must be paid within 10 days. If past due balances are not paid within 10 days, administration fees will apply and services will be disconnected for nonpayment.

LATE FEES ARE NOT WAIVED

When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills; service will be reinstated only after all bills for services then due have been paid in full. A deposit may be required to reconnect service. A reconnect fee will also be collected. **A \$18.00 non-sufficient funds fee will apply for return checks and/or returned drafts.**

PAYMENT INFORMATION

Cash, check, money order, or credit/debit cards are accepted.

INSIDE OFFICE

Payments are accepted at City Hall located at 205 Rock Island Avenue; Monday - Friday, from 8:00 am - 5:00 pm.

DROP BOX

Payment drop boxes are provided and accessible 24 hours a day, 7 days a week. One box is located in the parking lot next to the blue Post Office box and one at our drive-thru window service.

MAIL

Payments can be mailed to:

SPRING VALLEY VILLAGE
1025 CAMPBELL RD
HOUSTON, TX 77055

ONLINE

Online payment is available at www.springvalleytx.com. Additional charges may apply.

Account number and amount of last payment along with an email address for registration is needed.

BANK DRAFT

Customers have the option of paying their bill by bank draft. To participate in bank draft, a form must be completed with utility customer information along with a voided check.

Payments will be deducted from your bank account no sooner than the 2nd of the month and no later than the 7th of the month. You will still receive your regular bill or statement in the mail.

ADDRESS CHANGE INFORMATION

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

DIVIDER PAGE



9367 Winkler Dr.
Houston, TX 77017

Spring Valley Village
Brent Walker
1025 Campbell Road
Houston, TX 77055

Estimate

Date	Estimate No.
8/8/2023	2023_2834

SCANPRINTMAIL.COM

832-577-5722

		Project	
Description	Qty	Rate	Total
Utility Department Water and Wastewater Statement Processing			
Statement Printing and Mailing Services Presort mail file_NCOA and CASS certify. Run mail through SPM's USPS permit #308. 8.5 x 11" 4/1 color front_b/w back w/ perforation. Fold and insert into #10 Large Window Envelope. Deliver to main USPS office.	1,049	0.18589	195.00
Data Processing Services_One time programming fee to create 8.5 x 11" Statement identical to City of Dalmart.	2	125.00	250.00
		Total	\$445.00

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

MEETING DATE: August 22, 2023

TOPIC:	Approval of Pay Estimate No. 13 for Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project to MetroCity LLC In The Amount up to \$135,099.64
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BACKGROUND:	This is the 13th pay estimate to be submitted by MetroCity, LLC. for the Cedarspur, Burkhart, and Wnningham (East of Voss) Pavement & Utility Improvements Project (2022-01-101) for work completed on the Project from June 1 – June 30, 2023. The original prescribed completion outlined by the approved contract with MetroCity was April 2, 2023. MetroCity requested via a change order, an additional thirty (30) days, which was approved by City Council at the February 28, 2023 City Council Meeting, thus extending the completion date to May 2, 2023. The project continued beyond the extension without any attempt from MetroCity to ask for any additional time with the project being completed on June 28, 2023. The total days over contract are fifty-six (56). The contract states a \$2,000 per day charge of liquidated damages for any portion of the project not complete. The total in liquidated damages that could be enforced by Council per the contract is \$112,000. The attached pay estimate from MetroCity is a request for the final amount allowed per the original contract which is a total of \$135,099.64. However if Council enforces the liquidatded damages allowed per the contract, the final payment would be \$23,099.64.
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RECOMMENDATION:	Binkley & Barfield Engineer Sr. Project Manager Tommy Cromer, P.E., ENV SP, and City staff have reviewed Pay Estimate No. 13
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ATTACHMENTS:	• Pay Estimate No. 13 Submitted By MetroCity, LLC. • Original Contract • Change Order No. 1
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #<u>25-50-7520</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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**Spring Valley Village City Council
Agenda Item Data Sheet**

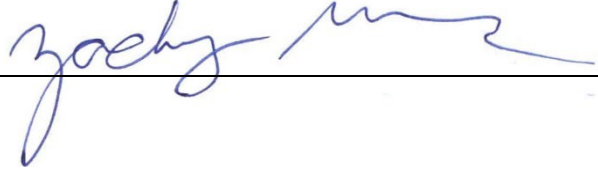
FINANCE VERIFICATION OF FUNDING:

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

SUBMITTING STAFF MEMBER:

Kristina Watson, Public Works Director

CITY ADMINISTRATOR APPROVAL:

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

APPLICATION FOR PAYMENT

METROCITY LLC

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

Contract Date	6/6/22	Estimate #	13
Contract Time	300	Beg Period	6/1/23
Org. Completion Date	4/2/23	End Period	6/30/23
Additional Days	30	%Time Completed	130%
Completion Date	5/2/23	%Work Completed	99%

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.	\$ 1,323,996.42
5. Retainage:	
a: 10% of Completed Work	\$ -
6. Net Amount Earned to Date: (Line 4 less 5 total).	\$ 1,323,996.42
7. Less Previous Payments.	\$ 1,188,896.78
8. Amount Due this Estimate.	\$ 135,099.64
9. Balance to Finish (Line 3 less Line 4).	\$ 18,499.10

CHANGE ORDER SUMMARY

1 Additional Items Over/Underuns
2
3
4
5

Total Amount of Change Orders

(23,097.48)

(23,097.48)

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

BY: Anthony Ray Rodriguez DATE: 7/5/23
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 with the Contract Documents, and the Contractor is entitled to payment of the this pay application.

BY: Tommy V. Cronio DATE: 7/10/2023
Brinkley & Barfield

BY: _____ DATE: _____
City of Spring Valley

METROCITY LLC.

17410 County Rd 127

Pearland, TX 77581

(281) 978-3000 (O)

PROJECT # 315

PROJECT NAME: Cedarspur, Burkhart, and Winningham

PERIOD 6/1 - 6/30

ESTIMATE 13

Item	Description	QTY	UNIT	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREV AMT	QTY	THIS PERIOD			
1	Mobilization	1	LS	\$ 39,000.00	\$ 39,000.00	1.00	\$ 39,000.00		\$ -	\$ 39,000.00	100%	\$ -
2	Performance and Payment Bonds	1	LS	\$ 19,384.00	\$ 19,384.00	1.00	\$ 19,384.00		\$ -	\$ 19,384.00	100%	\$ -
3	Traffic Control	10	MTH	\$ 1,250.60	\$ 12,506.00	11.00	\$ 13,756.60		\$ -	\$ 13,756.60	110%	\$ (1,250.60)
4	Sodding	6,000	SY	\$ 5.00	\$ 30,000.00	6,000.00	\$ 30,000.00		\$ -	\$ 30,000.00	100%	\$ -
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	1.00	\$ 25,012.00		\$ -	\$ 25,012.00	100%	\$ -
7	Tree Protection	10	MTH	\$ 1,875.90	\$ 18,759.00	10.00	\$ 18,759.00		\$ -	\$ 18,759.00	100%	\$ -
8	Furnish Material Testing	10	MTH	\$ 2,500.00	\$ 25,000.00	10.00	\$ 25,000.00		\$ -	\$ 25,000.00	100%	\$ -
9	Remove & Dispose Existing - Pavement	5,300	SY	\$ 6.00	\$ 31,800.00	5,300.00	\$ 31,800.00		\$ -	\$ 31,800.00	100%	\$ -
10	Remove & Dispose Existing 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	3,600.00	\$ 10,800.00		\$ -	\$ 10,800.00	100%	\$ -
12	Saw Cut Existing Pavement	1,770	LF	\$ 4.00	\$ 7,080.00	1,770.00	\$ 7,080.00		\$ -	\$ 7,080.00	100%	\$ -
13	6" Reinforced Concrete Paving	5,300	SY	\$ 65.00	\$ 344,500.00	5,321.00	\$ 345,865.00		\$ -	\$ 345,865.00	100%	\$ (1,365.00)
14	6" Lime/Flyash Stabilized Sub grate	6,400	SY	\$ 4.00	\$ 25,600.00	6,400.00	\$ 25,600.00		\$ -	\$ 25,600.00	100%	\$ -
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	870.00	\$ 67,860.00		\$ -	\$ 67,860.00	100%	\$ -
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 Mitring Yard Drain	3,600	LF	\$ 8.00	\$ 28,800.00	3,600.00	\$ 28,800.00		\$ -	\$ 28,800.00	100%	\$ -
20	Transition Reinf Curb Drain	71	EA	\$ 1,058.00	\$ 75,118.00	71.00	\$ 75,118.00		\$ -	\$ 75,118.00	100%	\$ -
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	11.00	\$ 13,756.60		\$ -	\$ 13,756.60	110%	\$ (1,250.60)
23	Inlet Protection Barrier - Stage 2	6	EA	\$ 112.00	\$ 672.00	6.00	\$ 672.00		\$ -	\$ 672.00	100%	\$ -
24	Stablized Construction Exit/Entrance	3	EA	\$ 3,323.00	\$ 9,969.00	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	630.00	\$ 3,150.00		\$ -	\$ 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	-	\$ -	150.00	\$ 3,000.00	\$ 3,000.00	100%	\$ -
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" Existing Sanitary Sewer	9	EA	\$ 712.00	\$ 6,408.00	9.00	\$ 6,408.00		\$ -	\$ 6,408.00	100%	\$ -
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				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	625.00	\$ 7,618.75		\$ -	\$ 7,618.75	100%	\$ -
58	CO-1 Furnish and Install 6" Concrete Driveway	221	SY	\$ 103.36	\$ 22,835.27	220.93	\$ 22,835.27		\$ -	\$ 22,835.27	100%	\$ -
59	CO-1 Additional Lab Testing	5	EA	\$ 647.64	\$ 3,238.18	5.00	\$ 3,238.18		\$ -	\$ 3,238.18	100%	\$ -
60	CO-1 Remove Dispose of Existing Driveways	203	SY	\$ 9.00	\$ 1,826.37	202.93	\$ 1,826.37		\$ -	\$ 1,826.37	100%	\$ -
61	CO-1 Furnish Lime	52	TN	\$ 212.00	\$ 11,000.00	51.89	\$ 11,000.00		\$ -	\$ 11,000.00	100%	\$ -
62	CO-1 Furnish and Install Temporary Driveways	331.33	SY	\$ 15.00	\$ 4,969.95	331.33	\$ 4,969.95		\$ -	\$ 4,969.95	100%	\$ -
TOTAL CONTRACT AMOUNT					\$ 1,342,495.52		\$ 1,320,996.42		\$ 3,000.00	\$ 1,323,996.42		\$ 18,499.10

Installed This Period	\$ 3,000.00
Retainage this Period	\$ -
Total Amt of Contract with Add'l Items	\$ 1,342,495.52
Total Installed to Date	\$ 1,323,996.42
Total Stored on Site	\$ -
Total installed and Stored to Date	\$ 1,323,996.42
Less Retainage 10%	\$ -
Total Amount Less Retainage	\$ 1,323,996.42
Invoiced to Date	\$ 1,188,896.78
Total Payment Due this Estimate	\$ 135,099.64

FINAL WAIVER AND RELEASE

THE STATE OF TEXAS
COUNTY OF BRAZORIA

The undersigned contracted with **MetroCity, LLC** to furnish Labor, Materials, and Incidental Items in connection with certain improvements to real property located in **Harris County, Texas**, and owned by which improvements are described as follows:

Job Name: **Cedarspur, Burkhart & Winningham Paving and Utility Improvements**
Job Number: **2022-01-101**

In consideration of the Final Pay Estimate in the amount of **One-Hundred Thirty-Five Thousand Ninety-Nine Dollars and Sixty-Four Cents (\$135,099.64)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or material furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

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

(Contractor)


By: **Anthony Ray Rodriguez - President**

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Ray Rodriguez** known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE **5th** day of **July 2023**



MY COMMISSION EXPIRES:


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF Brazoria

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

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

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

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

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

(Contractor)

By: Anthony Ray Rodriguez - President

BEFORE ME, the undersigned authority, on this day personally appeared **Anthony Ray Rodriguez** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 5th day of July 2023

MY COMMISSION EXPIRES:



Ana Rodriguez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

DIVIDER PAGE

FORM CONTRACT FOR CONSTRUCTION

COUNTY OF HARRIS
STATE OF TEXAS

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

This Contract made this May 12, 2022, by and between MetroCity, LLC, hereinafter referred to as "Contractor", and the City of Spring Valley Village, Texas, hereinafter referred to as "City", 1025 Campbell, Spring Valley Village, Texas 77055.

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

ARTICLE 1.

SCOPE OF THE WORK

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

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

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

ARTICLE 2.

SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

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

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

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

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

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

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

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

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

ARTICLE 3.

CONTRACT PRICE

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

ARTICLE 4.

PROGRESS PAYMENTS

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

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

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

ARTICLE 5.

GENERAL PROVISIONS

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

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

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

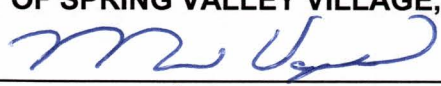
- 5.11 **TAXES.** The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.
- 5.12 **SAFETY.** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.
- 5.13 **VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.
- 5.14 **FOREIGN TERRORISTS ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Contract neither Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 5.15 **FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- 5.16 **ENERGY COMPANIES.** Pursuant to Chapter 2274, Texas Government Code, Contractor verifies that, at the time of the execution of this Contract, neither Contractor nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) is boycotting energy companies as provided in Chapter 809 of the Texas Government Code; (2) has a practice, policy, guidance, or directive that boycotts energy companies; and (2) will not boycott energy companies during the term of the Contract.
- 5.17 **INDEPENDENT CONTRACTOR.** Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its

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

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

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

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: 
Printed Name: MARCOS VASQUEZ
Title: MAYOR
Date: 5-12-2022

ATTEST:


City Secretary
City of Spring Valley Village, Texas

MetroCity, LLC

Contractor

By



Anthony Ray Rodriguez

Printed Name:

President

Title:

April 6, 2022

Date:

ATTEST:


Corporate Secretary

DIVIDER PAGE

CHANGE ORDER NO. 1

Project: Cedarspur Drive, Burkhart Road & Winningham Lane
Paving and Utility Improvements Project

Date: February 2, 2023

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

Engineer: Binkley & Barfield, Inc.
1710 Seamist Dr.
Houston, Texas 77008

Engineer of Record: Tommy Cromer, P.E.

Please make the following changes in the Contract Documents.

Description: Work items for the reconstruction of Cedarspur Drive, Burkhart Road & Winningham Lane

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price <u>\$1,365,593.00</u>	Original Contract Time <u>300</u> Calendar Days
Previous Change Orders No. <u>\$0.00</u>	Net Change from Previous Change Orders <u>-0-</u> Calendar Days
Contract Price Prior to this Change Order <u>\$1,365,593.00</u>	Contract Time Prior to this Change Order <u>300</u> Calendar Days
Net Increase (Decrease) of this Change Order <u>(\$23,097.48)</u>	Net Increase (Decrease) of this Change Order <u>30</u> Calendar Days
Contract Price with all approved Change Orders (Including this Change Order) <u>\$1,342,495.52</u>	Proposed Contract Time with all approved Change Orders (Including this Change Order) <u>330</u> Calendar Days

RECOMMENDED:
Binkley & Barfield, Inc.

Tommy V. Cromer

by: _____
Engineer

APPROVED:
City of Spring Valley Village

by: _____
Owner

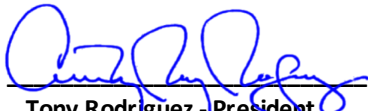
Attachments:

1. Change Order 1 Worksheet
2. CP-1 Additional Sanitary Line
3. CP-2 Tree Removal
4. CP-3 Fire Hydrant Removal
5. CP-4 2" Service Connection
6. CP-5 Additional Yard Drain Fittings
7. CP-6 Concrete Walkways
8. CP-7 6" Concrete Driveway
9. CP-8 Additional Lab Testing

CHANGE ORDER NO. 1
CEDARSPUR DRIVE, BURKHART ROAD WINNINGHAM LANE

					ORIGINAL + PREVIOUSLY REVISED		NEW			
Pay Item No.	Change Proposal No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	ADDITIONAL DAYS REQUESTED	OVERRUN / UNDERRUN
10		Remove and Dispose of Existing Concrete Driveways	SY	\$ 9.00	550.00	\$ 4,950.00	202.93	\$ 1,826.37		\$ 1,826.37
15		Furnish Lime	TON	\$ 212.00	60.00	\$ 12,720.00		\$ 11,000.00		\$ 11,000.00
16		Furnish Fly-Ash	TON	\$ 248.00	140.00	\$ 34,720.00	0.00	\$ -		\$ (34,720.00)
18		Furnish and Install Temporary Residential Driveway	SY	\$ 15.00	350.00	\$ 5,250.00	331.33	\$ 4,969.95		\$ 4,969.95
25		Spot Repair for 6" PVC	EA	\$ 712.00	6.00	\$ 4,272.00	0.00	\$ -		\$ (4,272.00)
48		Furnish and Install Sanitary Service Replacement	EA	\$ 750.00	47.00	\$ 35,250.00	13.00	\$ 9,750.00		\$ (25,500.00)
51		Furnish and Install Sanitary Sewer Cleanout	EA	\$ 500.00	47.00	\$ 23,500.00	0.00	\$ -		\$ (23,500.00)
	CP-1	Additional Footage of 8" Sanitary line	LF				51.00	\$ 65.57		\$ 3,344.00
	CP-2	Tree Removal	EA				1.00	\$ 3,225.00		\$ 3,225.00
	CP-3	Fire Hydrant Removal	EA				3.00	\$ 518.33		\$ 1,555.00
	CP-4	Additional Cost to Connect 2" Service Line	EA				1.00	\$ 3,467.00		\$ 3,467.00
	CP-5	Additional Yard Drain Fittings	EA				8.00	\$ 226.88		\$ 1,815.00
	CP-6	Furnish and Install Concrete Walkways	SF				625.00	\$ 12.19	10	\$ 7,618.75
	CP-7	Furnish and Install 6" Reinforced Concrete Driveway	SY				220.93	\$ 103.36	20	\$ 22,835.27
	CP-8	Additional Laboratory Testing	EA				5.00	\$ 647.64		\$ 3,238.18
TOTAL									30	\$ (23,097.48)

METRO CITY
GENERAL CONTRACTORS

TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	2 11/1/22 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhardt Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE Additional tree removal added.			
REASON FOR CHANGE As discussed in RFI 6, a tree's root was in conflict with concrete paving and curb, it is likely that the tree would sustain permanent damage.			
OVERRUNS/UNDERRUNS		LABOR: EQUIP: MATERIAL: SUPPLIES: SUBCONTRACTOR \$ 2,500.00 BONDS/FEES/OH: \$ 242.00 PROFIT \$ 483.00	
\$ - \$ - \$ -			
CONTRACT SUM CHANGE AMOUNT:		\$ 3,225.00	
CONTRACT TIME CHANGE AMOUNT:		0	
 SUBMITTED BY: Tony Rodriguez - President			

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION
315-1- Tree Removal

CBS Position Code		Description				Forecast (T/O) Quantity		Unit of Measure		Unit Cost		Total Cost (Forecast)		Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
		JOB				1.00		Lump Sum		\$2,741.94		\$2,741.94		\$0.00	\$0.00	\$0.00	\$0.00	\$241.94
		Prime Bond				1.00		Lump Sum		\$80.65		\$80.65		\$0.00	\$0.00	\$0.00	\$0.00	\$80.65
		Price % Add-On				1.00		Lump Sum		\$161.29		\$161.29		\$0.00	\$0.00	\$0.00	\$0.00	\$161.29
		Job Financing				1.00		Lump Sum		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Job Management & Equipment				1.00		Lump Sum		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		General Expense				1.00		Lump Sum		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1		Tree Removal				1.00		Each		\$2,500.00		\$2,500.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)							
1			Rosales Tree Service	1.00	0.00	1.00	Each			\$2,500.00	\$2,500.00							
7												\$2,741.94		\$0.00	\$0.00	\$0.00	\$0.00	\$241.94



Cell: 281-804-5020

EXPERIENCE GUARANTEED

Invoice #:202220142

Rodrigo Gaona

Office : 713-463-7753

Serving you 24/7
Since 1994

rodrigo_gaona@yahoo.com

Free Estimates

Full Insurance

1929 Coulcrest Dr
Houston, TX 77055

Specializing in:
Tree Trimming, Removal
Topping, Pruning
Plating & Stump Removal

Ship to: Metro City Const

Date: 10/07/22

Address: 8722 Winningham

City, zip code: Houston Tx 77055

Qty	Description	Price	Amount
1	Big water oak tree removal		
1	Stump removal		
	Haul away all debris		
			\$2,500.00
		ESTIMATE	
		TOTAL	\$2,500

We appreciate the opportunity to provide this service to you on the referenced project. If this proposal meets your approval, please sign in the space provides and return a copy for our files. The signature below constitutes a contract with M. Rosales Tree Service

Client

Date



REQUEST FOR INFORMATION

TO: Tommy Cromer PE, ENV SP
Sr. Project Manager
Binkley & Barfield

FROM Tony Rodriguez
DATE 1/2/23
JOB# 315
RFI# 8

PROJECT NAME: Cedarspur, Burkhart & Winningham Paving & Utility Project
City of Spring Valley Village

SUBJECT: Fire Hydrant Removal

DRAWING# **SPEC#** **CRITICAL** ☒ **ROUTINE** ☐ **SCHEDULE IMPACT** Low

INFORMATION REQUIRED

The following fire hydrants call to be removed. However, there is no Pay Item on the Bid Proposal for this item.

Burkhart Sta 5+60 Page 16
Cedarspur Sta 8+81 Page 14
Winningham Sta 4+20 Page 17

We would like to submit the attached Change Proposal for the removal of the above hydrants.

RESPONSE:

SIGNATURE

TITLE

METRO CITY
GENERAL CONTRACTORS

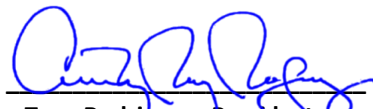
SUBMITTED BY: Tony Rodriguez - President

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-2--Change Proposal for Fire Hydrant Removal

CBS Position Code			Description			Optional Code		Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)		Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
			JOB					1.00			\$1,322.14		\$1,322.14		\$1,019.18	\$186.30	\$0.00	\$0.00	\$116.66
			Prime Bond			PRIME BOND		1.00			\$38.89		\$38.89		\$0.00	\$0.00	\$0.00	\$0.00	\$38.89
			Price % Add-On			PRICE % ADD-O		1.00			\$77.77		\$77.77		\$0.00	\$0.00	\$0.00	\$0.00	\$77.77
			Job Financing			FINANCE EXPENS		1.00			\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Job Management & Equipment			JOB MANAGEMEN		1.00			\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			General Expense			GENERAL EXPENS		1.00			\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1			Fire Hydrant Removal			1		3.00			\$401.83		\$1,205.48		\$1,019.18	\$186.30	\$0.00	\$0.00	\$0.00
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)							
	1	LWS02		Laborer - Common			2.00	Each	30.00	30.00	\$19.52	\$585.60							
	2	LWSPL0		Pipelayer			1.00	Each	15.00	15.00	\$28.91	\$433.58							
	3	RPU		Rental Pickup			1.00	Each	15.00	15.00	\$12.42	\$186.30							
7											\$1,322.14		\$1,019.18	\$186.30	\$0.00	\$0.00	\$0.00	\$116.66	

METRO CITY
GENERAL CONTRACTORS

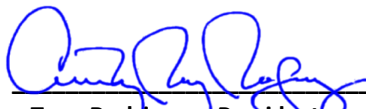
TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	4 1/2/23 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhart Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE Additional cost to connect 2" service Line at the end of Burkhart (Sta 8+86)			
REASON FOR CHANGE RFI 4 Reponse required additional work and materials to connect a 2" service line.			
OVERRUNS/UNDERRUNS		LABOR: EQUIP: MATERIAL: SUPPLIES: SUBCONTRACTOR BONDS/FEES/OH: PROFIT	\$ 1,429.00 \$ 329.00 \$ 944.00 \$ 272.00 \$ 493.00
\$ - \$ - \$ -			
CONTRACT SUM CHANGE AMOUNT:		\$ 3,467.00	
CONTRACT TIME CHANGE AMOUNT:		0	
 SUBMITTED BY: Tony Rodriguez - President			

Cost Breakdown Structure (CBS) Register

ETRO CITY CONSTRUCTION 5-3--Additional 6" Connection

CBS Position Code		Description			Optional Code		Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
		JOB					1.00			\$2,974.71		\$2,974.71	\$1,428.94	\$329.20	\$944.00	\$0.00	\$272.57
		Prime Bond			PRIME BOND		1.00			\$86.71		\$86.71	\$0.00	\$0.00	\$0.00	\$0.00	\$86.71
		Price % Add-On			PRICE % ADD-O		1.00			\$173.41		\$173.41	\$0.00	\$0.00	\$0.00	\$0.00	\$173.41
		Job Financing			FINANCE EXPENS		1.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Job Management & Equipment			JOB MANAGEMEN		1.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		General Expense			GENERAL EXPENS		1.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		2" Service Line Connection			1		1.00			\$2,714.59		\$2,714.59	\$1,428.94	\$329.20	\$944.00	\$0.00	\$12.45
		Labor					1.00			\$1,770.59		\$1,770.59	\$1,428.94	\$329.20	\$0.00	\$0.00	\$12.45
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1		WLSM	Waterline Small Diamet			1.00	Each	70.00	70.00	\$177.06	\$1,770.59						
	Row Number	Code	Resource Assembly	Description	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)	Tag 2	Cost Curve	Cost Driver	Pay Hours Rules			
	1	LPFM	WLSM	Foreman	1.00	Each	10.00	10.00	\$45.30	\$452.96	Salaried	Linear	CI Duration	10.00			
	2	LWSPL01	WLSM	Pipelayer	1.00	Each	10.00	10.00	\$28.91	\$289.05	Hourly	Linear	CI Duration	10.00			
	3	LSSPL02	WLSM	Pipelayer hel	1.00	Each	10.00	10.00	\$25.44	\$254.43	Hourly	Linear	CI Duration	10.00			
	4	LSWLB	WLSM	Laborer	2.00	Each	20.00	20.00	\$21.63	\$432.51	Hourly	Linear	CI Duration	10.00			
	5	RPU	WLSM	Rental Pickup	1.00	Each	10.00	10.00	\$12.42	\$124.20		Linear	CI Duration	10.00			
	6	REBHL	WLSM	Backhoe Load	1.00	Each	10.00	10.00	\$21.74	\$217.45		Linear	CI Duration	10.00			
		Material					1.00		\$944.00		\$944.00	\$0.00	\$0.00	\$944.00	\$0.00	\$0.00	
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			6x2 Tee	1.00	0.00	1.00	Each			\$169.00	\$169.00						
2			2x2 Fitting	1.00	0.00	1.00	Each			\$425.00	\$425.00						
3			2" Curb Stop	1.00	0.00	1.00	Each			\$350.00	\$350.00						
9										\$2,974.71		\$1,428.94	\$329.20	\$944.00	\$0.00	\$272.57	

METRO CITY
GENERAL CONTRACTORS

TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	CP-5 1/4/22 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhart Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE Adding additional fittings to bring Draing lines to connection			
REASON FOR CHANGE Some resident drain lines are not reaching the street.			
OVERRUNS/UNDERRUNS		LABOR: EQUIP: MATERIAL: SUPPLIES: SUBCONTRACTOR BONDS/FEES/OH: PROFIT	\$ 664.00 \$ 742.00 \$ 136.00 \$ 273.00
\$ - \$ - \$ -		CONTRACT SUM CHANGE AMOUNT: \$ 1,815.00 CONTRACT TIME CHANGE AMOUNT: 0	
 SUBMITTED BY: Tony Rodriguez - President			

Proposal
METRO CITY CONSTRUCTION
Job Code: 315-4
Description: Yard Drain Additional Work

Proposal						
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description						
1	1	8713 Cedarspur	1.00	LS	332.71	332.71
2	2	8721 Cedarspur	1.00	LS	255.45	255.45
3	3	8725 Burkhart	1.00	LS	363.53	363.53
4	4	8705 Burkhart	1.00	LS	127.88	127.88
5	5	8709 Burkhart	1.00	LS	255.45	255.45
6	6	8717 Burkhart	1.00	LS	127.88	127.88
7	7	8701 Winningham	1.00	LS	224.64	224.64
8	8	8717 Winningham	1.00	LS	127.88	127.88
Subtotal:						1,815.42
GRAND TOTAL:						1,815.42

Proposal Certification

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-4--Yard Drain Additional Work

CBS Position Code	Description				Optional Code	Forecast (T/O) Quantity			Unit Cost	Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
	JOB					1.00			\$1,543.10	\$1,543.10	\$664.39	\$0.00	\$742.56	\$0.00	\$136.16
	Prime Bond				PRIME BOND	1.00			\$45.39	\$45.39	\$0.00	\$0.00	\$0.00	\$0.00	\$45.39
	Price % Add-On				PRICE % ADD-O	1.00			\$90.77	\$90.77	\$0.00	\$0.00	\$0.00	\$0.00	\$90.77
	Job Financing				FINANCE EXPENS	1.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Job Management & Equipment				JOB MANAGEMEN	1.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	General Expense				GENERAL EXPENS	1.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	8713 Cedarspur				1	1.00			\$257.85	\$257.85	\$102.21	\$0.00	\$155.64	\$0.00	\$0.00
1.1	Install					1.00			\$102.21	\$102.21	\$102.21	\$0.00	\$0.00	\$0.00	\$0.00
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)			
	1	LWSPL0		Pipelayer			1.00	Each	2.00	2.00	\$28.91	\$57.81			
	2	LWS02		Laborer - Common			1.00	Each	2.00	2.00	\$22.20	\$44.40			
1.2	Material					1.00			\$155.64	\$155.64	\$0.00	\$0.00	\$155.64	\$0.00	\$0.00
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)			
	1			22 Degree Bends	4.00	0.00	4.00	Each			\$18.00	\$72.00			
	2			4" Schedule 40 PIpe	12.00	0.00	12.00	Each			\$5.97	\$71.64			
	3			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00			
2	8721 Cedarspur				2	1.00			\$197.97	\$197.97	\$102.21	\$0.00	\$95.76	\$0.00	\$0.00
2.1	Install					1.00			\$102.21	\$102.21	\$102.21	\$0.00	\$0.00	\$0.00	\$0.00
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)			
	1	LWSPL0		Pipelayer			1.00	Each	2.00	2.00	\$28.91	\$57.81			
	2	LWS02		Laborer - Common			1.00	Each	2.00	2.00	\$22.20	\$44.40			
2.2	Material					1.00			\$95.76	\$95.76	\$0.00	\$0.00	\$95.76	\$0.00	\$0.00
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)			
	1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00			
	2			4" Schedule 40 PIpe	8.00	0.00	8.00	Each			\$5.97	\$47.76			
	3			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00			

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-4--Yard Drain Additional Work

CBS Position Code		Description				Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
3		8725 Burkhart				3	1.00			\$281.73		\$281.73	\$102.21	\$0.00	\$179.52	\$0.00	\$0.00
3.1		Install					1.00			\$102.21		\$102.21	\$102.21	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1	LWSPL0		Pipelaye			1.00	Each	2.00	2.00	\$28.91	\$57.81						
2	LWS02		Laborer - Common			1.00	Each	2.00	2.00	\$22.20	\$44.40						
3.2		Material					1.00			\$179.52		\$179.52	\$0.00	\$0.00	\$179.52	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			22 Degree Bends	4.00	0.00	4.00	Each			\$18.00	\$72.00						
2			4" Schedule 40 PIpe	16.00	0.00	16.00	Each			\$5.97	\$95.52						
3			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00						
4		8705 Burkhart				4	1.00			\$99.11		\$99.11	\$51.11	\$0.00	\$48.00	\$0.00	\$0.00
4.1		Install					1.00			\$51.11		\$51.11	\$51.11	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1	LWSPL0		Pipelaye			1.00	Each	1.00	1.00	\$28.91	\$28.91						
2	LWS02		Laborer - Common			1.00	Each	1.00	1.00	\$22.20	\$22.20						
4.2		Material					1.00			\$48.00		\$48.00	\$0.00	\$0.00	\$48.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00						
2			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00						
5		8709 Burkhart				5	1.00			\$197.97		\$197.97	\$102.21	\$0.00	\$95.76	\$0.00	\$0.00
5.1		Install					1.00			\$102.21		\$102.21	\$102.21	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1	LWSPL0		Pipelaye			1.00	Each	2.00	2.00	\$28.91	\$57.81						
2	LWS02		Laborer - Common			1.00	Each	2.00	2.00	\$22.20	\$44.40						
5.2		Material					1.00			\$95.76		\$95.76	\$0.00	\$0.00	\$95.76	\$0.00	\$0.00

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-4--Yard Drain Additional Work

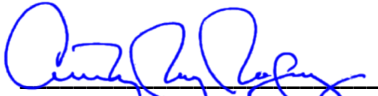
CBS Position Code		Description				Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00						
2			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00						
3			4" Schedule 40 Pipe	8.00	0.00	8.00	Each			\$5.97	\$47.76						
6		8717 Burkhardt			6			1.00		\$99.11	\$99.11	\$51.11	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00
6.1		Install						1.00		\$51.11	\$51.11	\$51.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1	LWSPL0		Pipelay			1.00	Each	1.00	1.00	\$28.91	\$28.91						
2	LWS02		Laborer - Common			1.00	Each	1.00	1.00	\$22.20	\$22.20						
6.2		Material						1.00		\$48.00	\$48.00	\$0.00	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00						
2			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00						
7		8701 Winningham			7			1.00		\$174.09	\$174.09	\$102.21	\$0.00	\$71.88	\$0.00	\$0.00	\$0.00
7.1		Install						1.00		\$102.21	\$102.21	\$102.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1	LWSPL0		Pipelay			1.00	Each	2.00	2.00	\$28.91	\$57.81						
2	LWS02		Laborer - Common			1.00	Each	2.00	2.00	\$22.20	\$44.40						
7.2		Material						1.00		\$71.88	\$71.88	\$0.00	\$0.00	\$71.88	\$0.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00						
2			4" Schedule 40 Pipe	4.00	0.00	4.00	Each			\$5.97	\$23.88						
3			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00						
8		8717 Winningham			8			1.00		\$99.11	\$99.11	\$51.11	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00
8.1		Install						1.00		\$51.11	\$51.11	\$51.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-4--Yard Drain Additional Work

CBS Position Code		Description			Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)					
1	LWSPL0		Pipelayer			1.00	Each	1.00	1.00	\$28.91	\$28.91					
2	LWS02		Laborer - Common			1.00	Each	1.00	1.00	\$22.20	\$22.20					
8.2		Material				1.00			\$48.00		\$48.00	\$0.00	\$0.00	\$48.00	\$0.00	\$0.00
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)					
1			22 Degree Bends	2.00	0.00	2.00	Each			\$18.00	\$36.00					
2			Fernco Coupling	1.00	0.00	1.00	Each			\$12.00	\$12.00					
30											\$1,543.10	\$664.39	\$0.00	\$742.56	\$0.00	\$136.16

METRO CITY
GENERAL CONTRACTORS

TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	CP-6 R1 1/9/23 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhardt Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE 625' SF of Walkways need to be added to the project. (See attached chart)			
REASON FOR CHANGE The new curb is higher than the existing walkways. The walkways need to be removed and transition to the new curb elevation.			
OVERRUNS/UNDERRUNS		LABOR: EQUIP: MATERIAL: SUPPLIES: SUBCONTRACTOR BONDS/FEES/OH: PROFIT	\$ 2,880.05 \$ 510.86 \$ 2,484.00 \$ 15.48 \$ 588.75 \$ 1,139.61
\$ - \$ - \$ -		CONTRACT SUM CHANGE AMOUNT: \$ 7,618.75 CONTRACT TIME CHANGE AMOUNT: 10	
 SUBMITTED BY: Tony Rodriguez - President			

Proposal
METRO CITY CONSTRUCTION
Job Code: 315-5
Description: Sidewalks

Proposal						
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
1	1	Walkways	625.00	SF	12.19	7,618.75
					Subtotal:	7,618.75
GRAND TOTAL:						7,618.75

Proposal Certification

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-5--Sidewalks

CBS Position Code	Description	Optional Code	Forecast (T/O) Quantity	Unit Cost	Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
	JOB		1.00	\$6,479.10	\$6,479.10	\$2,880.05	\$510.86	\$2,484.00	\$15.48	\$588.72
	Prime Bond	PRIME BOND	1.00	\$190.55	\$190.55	\$0.00	\$0.00	\$0.00	\$0.00	\$190.55
	Price % Add-On	PRICE % ADD-O	1.00	\$381.11	\$381.11	\$0.00	\$0.00	\$0.00	\$0.00	\$381.11
	Job Financing	FINANCE EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Job Management & Equipment	JOB MANAGEMEN	1.00	\$476.39	\$476.39	\$377.03	\$99.36	\$0.00	\$0.00	\$0.00

Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)
1	LSVR		Field Engineer			1.00	Each	8.00	8.00	\$47.13	\$377.03
2	RPU		Rental Pickup			1.00	Each	8.00	8.00	\$12.42	\$99.36

	General Expense	GENERAL EXPENS	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Walkways	1	625.00	\$8.69	\$5,431.05	\$2,503.01	\$411.50	\$2,484.00	\$15.48	\$17.07
1.1	Install		625.00	\$4.69	\$2,930.30	\$2,503.01	\$411.50	\$0.00	\$0.00	\$15.79

Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)
1		SIDPAV	Concrete Sidewalk Crew			1.00	Each	112.50	112.50	\$234.42	\$2,930.30

Row Number	Code	Resource Assembly	Description	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)	Tag 2	Cost Curve	Cost Driver	Pay Hours Rules
1	LSWFM1	SIDPAV	Foreman	1.00	Each	12.50	12.50	\$44.39	\$554.94	Salaried	Linear	CI Duration	10.00
2	LSWOPBL	SIDPAV	Operator - Ba	1.00	Each	12.50	12.50	\$28.15	\$351.86	Hourly	Linear	CI Duration	10.00
3	LSWFIN2	SIDPAV	Finshier	3.00	Each	37.50	37.50	\$28.15	\$1,055.58	Hourly	Linear	CI Duration	10.00
4	LSW02	SIDPAV	Laborer	2.00	Each	25.00	25.00	\$21.63	\$540.63	Hourly	Linear	CI Duration	10.00
5	REBHL	SIDPAV	Backhoe Load	1.00	Each	12.50	12.50	\$21.76	\$272.04		Linear	CI Duration	10.00
6	RPU	SIDPAV	Rental Pickup	1.00	Each	12.50	12.50	\$12.42	\$155.25		Linear	CI Duration	10.00

1.2	Materials & Supplies		625.00	\$4.00	\$2,500.75	\$0.00	\$0.00	\$2,484.00	\$15.48	\$1.28
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Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)
1	SYP6		Pine 1x6	5.00	4.00	5.20	LF			\$10.00	\$52.00
2	SSTK		Stakes 2x4x18"	5.00	4.00	5.20	Each			\$0.00	\$0.00
3	SND		Nals Duplex 16	0.10	4.00	0.10	Each			\$71.66	\$7.45
4	SN		Nails Common 6	0.10	4.00	0.10	Each			\$89.43	\$9.30

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-5--Sidewalks

CBS Position Code		Description			Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)					
5	MASAN		Sand	4.00	4.00	4.16	CY			\$19.00	\$79.04					
6	15		Concrete 3500 PSI	10.00	4.00	10.40	CY			\$144.00	\$1,497.60					
7	MPRW5		Redwood Expansion Joi	31.24	4.00	32.49	LF			\$2.75	\$89.36					
8	MPREB4		Rebar #4 20 Foot	50.00	2.00	51.00	Each			\$14.00	\$714.00					
9	MPRWS		Redwood Stakes	25.00	4.00	26.00	EA			\$2.00	\$52.00					
9											\$6,479.10	\$2,880.05	\$510.86	\$2,484.00	\$15.48	\$588.72

WALKWAY SCHEDULE

Address	Street Name	STA	W	L	SF
8710	Winningham		3	16	48
8711	Winningham		5	4	20
8719	Winningham		3	14	42
8718	Winningham		4	8	32
8722	Winningham		9	8	72
8731	Winningham		3	14	42
8729	Burkhart		3	9	27
8730	Burkhart		8	4	32
8721	Burkhart		3	13	39
8717	Burkhart		4	5	20
8718	Burkhart		3	14	42
8713	Burkhart		4	11	44
8709	Burkhart		3	11	33
8730	Cedarspur		3	18	54
8722	Cedarspur		4	6	24
8717	Cedarspur		3	18	54
TOTALS					625

CHANGE PROPOSAL



TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	CP-7 1/29/23 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhart Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE Additional Driveways need to be removed and replaced			
REASON FOR CHANGE Existing driveways have a lower elevation at the proposed gutter line.			
OVERRUNS/UNDERRUNS		LABOR:	\$ 7,750.25
	\$ -	EQUIP:	\$ 1,311.53
	\$ -	MATERIAL:	\$ 8,535.74
	\$ -	SUPPLIES:	\$ 49.24
	\$ -	SUBCONTRACTOR	
	\$ -	BONDS/FEES/OH:	\$ 1,763.22
	\$ -	PROFIT	\$ 3,425.29
	\$ -		
			Per SY \$ 103.36
CONTRACT SUM CHANGE AMOUNT:			\$ 22,835.27
CONTRACT TIME CHANGE AMOUNT:			25
SUBMITTED BY: _____ Tony Rodriguez - President			

Proposal
METRO CITY CONSTRUCTION
 Job Code: 315-7
 Description: Driveways

Proposal						
Line No.	Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Description				
1	1	Driveways	220.93	SY	103.36	22,835.32
					Subtotal:	22,835.32
GRAND TOTAL:						22,835.32

Proposal Certification

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-7--Driveways

CBS Position Code		Description			Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost		
		JOB				1.00			\$19,409.97		\$19,409.97	\$7,750.25	\$1,311.53	\$8,535.74	\$49.24	\$1,763.22		
		Prime Bond			PRIME BOND	1.00			\$570.88		\$570.88	\$0.00	\$0.00	\$0.00	\$0.00	\$570.88		
		Price % Add-On			PRICE % ADD-O	1.00			\$1,141.76		\$1,141.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,141.76		
		Job Financing			FINANCE EXPENS	1.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
		Job Management & Equipment			JOB MANAGEMEN	1.00			\$476.39		\$476.39	\$377.03	\$99.36	\$0.00	\$0.00	\$0.00		
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
	1	LSVR		Field Engineer			1.00	Each	8.00	8.00	\$47.13	\$377.03						
	2	RPU		Rental Pickup			1.00	Each	8.00	8.00	\$12.42	\$99.36						
			General Expense			GENERAL EXPENS		1.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1			Driveways			1		220.93			\$77.95		\$17,220.93	\$7,373.21	\$1,212.17	\$8,535.74	\$49.24	\$50.57
1.1			Install					220.93			\$39.07		\$8,631.89	\$7,373.21	\$1,212.17	\$0.00	\$0.00	\$46.51
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
	1		SIDEPAV	Concrete Sidewalk Crew			1.00	Each	331.40	331.40	\$234.42	\$8,631.89						
		Row Number	Code	Resource Assembly	Description	Quantity	Unit of Measure	Work Hours	Pay Hours		Unit Cost	Total Cost (Forecast)	Tag 2	Cost Curve	Cost Driver	Pay Hours Rules		
		1	LSWFM1	SIDEPAV	Foreman	1.00	Each	36.82	36.82		\$44.39	\$1,634.69	Salaried	Linear	CI Duration	10.00		
		2	LSWOPBL	SIDEPAV	Operator - Ba	1.00	Each	36.82	36.82		\$28.15	\$1,036.49	Hourly	Linear	CI Duration	10.00		
		3	LSWFIN2	SIDEPAV	Finshier	3.00	Each	110.47	110.47		\$28.15	\$3,109.47	Hourly	Linear	CI Duration	10.00		
		4	LSW02	SIDEPAV	Laborer	2.00	Each	73.64	73.64		\$21.63	\$1,592.56	Hourly	Linear	CI Duration	10.00		
		5	REBHL	SIDEPAV	Backhoe Load	1.00	Each	36.82	36.82		\$21.76	\$801.35		Linear	CI Duration	10.00		
		6	RPU	SIDEPAV	Rental Pickup	1.00	Each	36.82	36.82		\$12.42	\$457.33		Linear	CI Duration	10.00		
1.2			Materials & Supplies					220.93			\$38.88		\$8,589.04	\$0.00	\$0.00	\$8,535.74	\$49.24	\$4.06
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)						
	1	SYP6		Pine 1x6	15.91	4.00	16.54	LF			\$10.00	\$165.43						
	2	SSTK		Stakes 2x4x18"	15.91	4.00	16.54	Each			\$0.00	\$0.00						
	3	SND		Nals Duplex 16	0.32	4.00	0.33	Each			\$71.66	\$23.71						
	4	SN		Nails Common 6	0.32	4.00	0.33	Each			\$89.43	\$29.59						

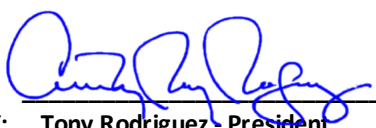
Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-7--Driveways

CBS Position Code		Description			Optional Code	Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)	Labor Total Cost	Rented Equipment Total Cost	Materials Total Cost	Supplies Total Cost	Fees Total Cost
Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)					
5	MASAN		Sand	12.73	4.00	13.23	CY			\$19.00	\$251.46					
6	15		Concrete 3500 PSI	36.81	4.00	38.28	CY			\$141.00	\$5,397.63					
7	MPRW5		Redwood Expansion Joi	99.40	4.00	103.37	LF			\$2.75	\$284.27					
8	MPREB4		Rebar #4 20 Foot	159.07	2.00	162.25	Each			\$14.00	\$2,271.51					
9	MPRWS		Redwood Stakes	79.53	4.00	82.72	EA			\$2.00	\$165.43					
9											\$19,409.97	\$7,750.25	\$1,311.53	\$8,535.74	\$49.24	\$1,763.22

CHANGE PROPOSAL



TO: Tommy Cromer, PE, ENV SP Binkley & Barfield 1710 Seamist Drive Houston, TX 77008		PROPOSAL # DATE DATE NEEDED BY PROJECT #	CP-8 1/30/23 Open 315
PROJECT: City of Spring Valley Village Cedarspur Drive, Burkhart Road & Winningham Lane Paving and Utility			
DESCRIPTION OF CHANGE Extra Laboratory testing for additional Driveways			
REASON FOR CHANGE Several Driveways were added to the project. The laboratory will have to make 5 additional trips.			
OVERRUNS/UNDERRUNS		LABOR: EQUIP: MATERIAL: SUPPLIES: SUBCONTRACTOR \$ 2,534.50 BONDS/FEES/OH: \$ 242.86 PROFIT \$ 460.82	
		Per DAY \$ 647.64	
		CONTRACT SUM CHANGE AMOUNT: \$ 3,238.18	
		CONTRACT TIME CHANGE AMOUNT:	
 SUBMITTED BY: Tony Rodriguez - President			

Cost Breakdown Structure (CBS) Register

METRO CITY CONSTRUCTION 315-8--Additional Laboratory Testing

CBS Position Code			Description			Optional Code		Forecast (T/O) Quantity			Unit Cost		Total Cost (Forecast)		Labor Total Cost		Rented Equipment Total Cost		Materials Total Cost		Supplies Total Cost		Fees Total Cost	
			JOB					1.00			\$2,777.36		\$2,777.36		\$0.00		\$0.00		\$0.00		\$0.00		\$242.86	
			Prime Bond			PRIME BOND		1.00			\$80.95		\$80.95		\$0.00		\$0.00		\$0.00		\$0.00		\$80.95	
			Price % Add-On			PRICE % ADD-O		1.00			\$161.91		\$161.91		\$0.00		\$0.00		\$0.00		\$0.00		\$161.91	
			Job Financing			FINANCE EXPENS		1.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
			Job Management & Equipment			JOB MANAGEMEN		1.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
			General Expense			GENERAL EXPENS		1.00			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
1			Additional Labortory Testing			1		5.00			\$506.90		\$2,534.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
1.1			Geo Testing Engineering					5.00			\$506.90		\$2,534.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Row Number	Code	Resource Assembly	Description	Quantity (Less Waste)	Waste % Add-on	Quantity	Unit of Measure	Work Hours	Pay Hours	Unit Cost	Total Cost (Forecast)												
	1			Technician	20.00	0.00	20.00	Hour			\$55.00	\$1,100.00												
	2			Vehicle Charge	5.00	0.00	5.00	Each			\$66.00	\$330.00												
	3			Cynlinder Test	20.00	0.00	20.00	Each			\$17.00	\$340.00												
	4			Project Engineer Report	1.00	-80.00	0.20	Hour			\$110.00	\$22.00												
	5			Pickup Technician	7.50	0.00	7.50	Hectares			\$55.00	\$412.50												
	6			Pickup Vehicle Charge	5.00	0.00	5.00	Each			\$66.00	\$330.00												
8											\$2,777.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$242.86	

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

MEETING DATE: August 22, 2023

TOPIC: Ordinance Number 2023-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 20 TO THE PERSONNEL MANUAL, TO AMEND SECTION 20.3, CREATION, APPROVAL AND REGISTRATION, OF CHAPTER 20, SOCIAL MEDIA POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: In December 2020, City Council adopted Chapter 20, Social Media Policy, within the City of Spring Valley Village Personnel Manual.

Senate Bill 1893, enacted by the Texas Legislature May 29, 2023 and signed into law by the Governor on June 14, 2023, banned the use of TikTok and any other apps by the Chinese company ByteDance on government devices.

To comply with this law, the addition of a clause has been added to Section 20.3 of the Social Media Policy in Spring Valley Village's Personnel Policy:

CHANGES TO COMPLY WITH STATE LAW

Section 20.3 Creation, Approval and Registration

- A new clause was added to the end of this section:

The following applications are prohibited from installation and use on City Devices:

- (1) TikTok
- (2) Any application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited
- (3) Any application covered by Chapter 620 of the Texas Government Code

RECOMMENDATION: Staff recommends approval of the amendment to comply with State law.

ATTACHMENTS: • Ordinance Number 2023-XX

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

- | |
|--|
| <ul style="list-style-type: none">Redlined Copy of Chapter 20, Social Media PolicyClean Copy of Chapter 20, Social Media Policy |
|--|

FUNDING ISSUES:

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

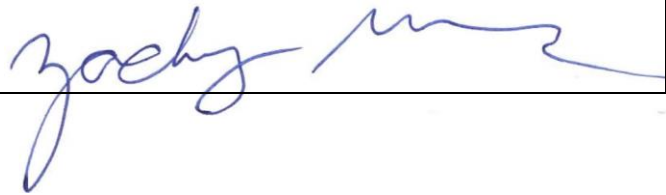
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Carianne Riley,
Assistant to the City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

ORDINANCE NUMBER 2023-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CITY PERSONNEL MANUAL, AS ADOPTED BY ORDINANCE NUMBER 95-05 DULY PASSED AND APPROVED ON MARCH 29, 1995, BEING AMENDMENT NO. 20 TO THE PERSONNEL MANUAL, TO AMEND SECTION 20.3, CREATION, APPROVAL AND REGISTRATION, OF CHAPTER 20, SOCIAL MEDIA POLICY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, on December 15, 2020, by Ordinance Number 2020-34, the City Council adopted Chapter 20, Social Media Policy, of the Personnel Manual to provide guidance on how the City and its employees can and will use Social Media outlets in the course of everyday municipal activities; and

WHEREAS, Senate Bill 1893 enacted by the Texas Legislature May 29, 2023 and signed into law by the Governor on June 14, 2023, has banned the use of TikTok and any other apps by the Chinese company ByteDance on all government devices; and

WHEREAS, the City Council now finds that Section 20.3, Creation, Approval and Registration, of Chapter 20, Social Media Policy, of the Personnel Manual should be amended.

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

Section 1. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

Section 2. The City's Personnel Manual, as adopted by Ordinance Number 95-05, duly passed and approved on March 29, 1995, as amended, is hereby amended to amend Section 20.3, Creation, Approval and Registration, of Chapter 20, Social Media Policy, is hereby adopted to read in its entirety as follows:

20.3 "CREATION, APPROVAL AND REGISTRATION"

- (1) Request for creation of any new social media groups, pages, profiles or accounts representing the City of Spring Valley Village, its departments, and related entities must be submitted to and approved by the City Administrator and/or Police Chief.

- (2) If approved by the City Administrator and/or Police Chief, permissions will be granted for management of individual groups, pages, profiles and/or accounts to a designated social media site manager.
- (3) Existing social media accounts of any social media groups, pages, profiles or accounts representing the City of Spring Valley Village, its departments, and related entities must be registered with the City Administrator and/or Police Chief or his/her designee and identify the designated social media site manager.
- (4) All City of Spring Valley Village social media login credentials will be provided to Spring Valley Village's IT for password management.

City of Spring Valley Village social media accounts must:

- (1) Be administered only by the designated social media site manager or managers;
- (2) Include City, department, or related entity identification;
- (3) Display official City or department logo as profile image or title header;
- (4) Include contact information, complete profiles and accurate descriptions; and
- (5) Have any available profanity filters set to the most restrictive setting

The following applications are prohibited from installation and use on City Devices:

- (1) TikTok
- (2) Any application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited
- (3) Any application covered by Chapter 620 of the Texas Government Code"

This amendment shall be referenced and referred to as **AMENDMENT NO. 20 TO THE PERSONNEL MANUAL.**

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

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

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

Loren B. Smith, City Attorney
City of Spring Valley Village, Texas

DIVIDER PAGE

20. SOCIAL MEDIA POLICY

20.1 PURPOSE STATEMENT

This document defines the social media policy for the City of Spring Valley Village and establishes guidelines for the use of digital media by city staff, elected or appointed officials, volunteers or any person representing or purporting to represent the city. Violations of this policy may result in disciplinary action being taken against the employee, possibly up to and including termination.

For purposes of this policy, a social media platform is a website or app offered to the public to provide audio, video, photo or written communication between other members of the public and/or representatives of certain groups, businesses, organizations or departments. Examples of social media platforms include Facebook, Instagram, Twitter, Snapchat, YouTube, LinkedIn, website blogs with commenting capabilities, forums and emergency notification services.

The definition of content as used in this policy refers to any written copy, photos, graphics, videos, live-video streams, comments or any form of communicative content exchanged between parties through social media.

City of Spring Valley Village leadership encourages the use of social media to further the organizational goals and the missions of its departments, where appropriate. However, City of Spring Valley Village has an overriding interest in deciding what is “spoken” on its behalf on social media sites and how the City is represented online. Principles of ethics, etiquette and social responsibility, as well as City policy and directives from City leadership, apply to social media and social networking sites.

This Social Media Policy applies to City of Spring Valley Village’s established accounts and any new accounts created in the future. The provisions of this Policy shall not apply to members of the City of Spring Valley Village Police Department working in their official capacity under the direction of the Police Chief or his/her designee.

20.2 PROFESSIONAL USE

Professional use refers to City employees managing City of Spring Valley Village profiles on behalf of the City of Spring Valley Village, its offices, departments or volunteer groups. All official City of Spring Valley Village communication through social media should remain professional in nature and must always be conducted in accordance with the City of Spring Valley Village’s policies, practices and expectations. Inappropriate use of official City of Spring Valley Village social networking platforms by City employees may be grounds for disciplinary action, up to and including termination. Only authorized individuals may publish content to City of Spring Valley Village social media platforms, websites or digital communication mediums. Employees may not use official City of Spring Valley Village social media for political purposes, to conduct commercial transactions, or to engage in private business activities. The provisions of this policy shall not apply to members of the City of Spring Valley Village Police Department working in their official capacity under the direction of the Police Chief or his/her designee.

20.3 CREATION, APPROVAL AND REGISTRATION

- (1) Request for creation of any new social media groups, pages, profiles or accounts representing the City of Spring Valley Village, its departments, and related entities must be submitted to and approved by the City Administrator and/or Police Chief.

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- ~~(5)~~(3) Any application covered by Chapter 620 of the Texas Government Code

20.4 OVERSIGHT AND ENFORCEMENT

Employees representing the City of Spring Valley Village through social media outlets or participating in social media features on City of Spring Valley Village websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City of Spring Valley Village social media platforms, blogs, or other digital media features. Information must be presented following professional standards for spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology or acronyms.

City of Spring Valley Village employees must recognize the content they post on social media is public and may be perceived as official City of Spring Valley Village statements. Social media must not be used to circumvent other City of Spring Valley Village policies.

City of Spring Valley Village employees may not publish information that includes:

- (1) Confidential information
- (2) Copyright violations
- (3) Profanity, racist, sexist, or derogatory content or comments
- (4) Partisan political views
- (5) Commercial endorsements or SPAM

20.5 COMMUNITY SHARING POLICY

Sharing is a fundamental function of social media. As a City, a high level of discretion is required. Sharing community news and events is allowed but it must adhere to City's Public Access to City Information Outlets Policy, and follow the below guidelines.

- (1) Contributes to quality of life for citizens of Spring Valley Village
- (2) Enhances the perception and overall image of Spring Valley Village
- (3) Promotes travel and tourism within the City of Spring Valley Village
- (4) Must not promote any, political, individual, group or cause

20.6 RECORDS RETENTION

Social media sites contain communications sent to or received by the City of Spring Valley Village and its employees, and as such, communications may be public records subject to Texas Public Information Act. The department maintaining a social media platform shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio and video).

20.7 EXTERNAL POLICY; EMPLOYEE INTERACTION

Personal social media profiles should remain personal in nature and may be used to share personal opinions. City business may only be done on official City accounts. Following this principle ensures distinction between personal opinions and official City of Spring Valley Village statements.

Personal social media profiles must not:

- (1) Be used to conduct City of Spring Valley Village business
- (2) Be used to relay and/or conduct work-related information
- (3) Be used to accomplish job functions
- (4) Use City of Spring Valley Village e-mail account or password

20.8 PROTECTING PERSONAL SOCIAL MEDIA ACCOUNTS

Using personal social media accounts or personal devices to conduct City business makes the information, conversation, comments and/or posts open records and susceptible to requests for public information.

20.9 CONNECTING WITH CITIZENS AND COLLEAGUES ON SOCIAL MEDIA

City employees are civil servants and are in the public eye. Spring Valley Village citizens may attempt to connect with City employees and volunteers on social media. When you connect with work acquaintances on social media, your personal actions become public knowledge. Remember that what you post is public and could remain public for an extended period of time. Refrain from posting information that you would not want a supervisor or other employees to read or that you would be embarrassed to see in a newspaper or other public communication tool.

20.10 LISTING CITY OF SPRING VALLEY VILLAGE AS AN EMPLOYER

Social media platforms have the option to list your employer. Most create a hyperlink that leads to the City's official social media platforms. This connection creates an association with the City. If you list City of Spring Valley Village as your employer on social media, actions on your personal accounts reflect upon the City. To the extent that you are self-identified as a City employee, City leadership expects that activity in that forum will adhere to the City's Personnel Manual and other expressed standards for employee conduct.

20.11 PRIVACY SETTINGS

Most social media accounts are searchable, share basic demographic information and display a profile photo. Users have the capability to control what is shown. To keep your information as secure as possible from strangers or curious citizens, it is recommended that you avoid leaving your profiles set to "public." Managing privacy settings, guarding personal information, managing apps and controlling timeline are considered good tips for protecting your career and maintaining personal and professional separation.

20.12 CITIZEN INTERACTION AND THIRD PARTY CONTENT; TERMS OF USE TO BE POSTED ON SOCIAL MEDIA SITES WHERE APPLICABLE

By posting or commenting on any social media account created by City of Spring Valley Village, you participate by your own choice and take personal responsibility for your comments, your username and any information you provide therein. You further agree to the following terms of use:

- (1) The City of Spring Valley Village maintains a social media program for the purpose of engaging and interacting with our community, providing relevant and timely community news, information and events, distribution of crime prevention and public safety tips.
- (2) All social media accounts used by the City of Spring Valley Village are designated as Limited Public Forums. City staff welcomes a person's right to express his/her opinion and encourages posters to keep comments relevant to the topic in question. Posting of any content on any social media platform used by the City of Spring Valley Village by any visitor, follower, subscriber or fan, constitutes acceptance of the terms of use described here in this policy.
- (3) The City of Spring Valley Village social media accounts are intended to be "family friendly." When applicable, the City uses platform-provided content moderation/filtering options to limit foul or obscene content. City of Spring Valley Village Social Media accounts will only "Friend", "Like", or "Follow" other official government accounts, or as provided in the City's Information Outlet Policy.
- (4) City of Spring Valley Village will NOT "Friend" or "Like" other business pages, city employees, local elected officials and/or other organizations.
- (5) A comment posted by a member of the public on any City of Spring Valley Village social media accounts is the opinion of the commentator or poster only. Publication of a comment does not imply endorsement of, or agreement by, the City of Spring Valley Village, nor do such comments necessarily reflect our opinions or policies.
- (6) Only City of Spring Valley Village staff can create posts.

20.13 MODERATION OF THIRD-PARTY CONTENT

All comments posted to any official City of Spring Valley Village social media site are bound by each site's Community Standards. City of Spring Valley Village actively monitors its social media account and will remove inappropriate content as defined below, without prior notice, and as soon as possible. The City reserves the right to remove and/or block anyone who posts inappropriate material as determined by the City Administrator and/or Police Chief or his/her designee and/or social media site managers.

The City of Spring Valley Village reserves the right to remove comments that are offensive or profane in nature. User comments will be removed (if possible) when the content:

- (1) Is off-subject or out of context
- (2) Is a personal attack
- (3) Is threatening, defamatory, harassing or discriminatory
- (4) Contains obscenity, profanity or material that appeals to the prurient interest
- (5) Contains personal identifying information or sensitive personal information
- (6) Violates the right to privacy
- (7) Contains offensive terms that target protected classes
- (8) Promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin
- (9) Displays or describes conduct in violation of any federal, state or local law or encouragement of illegal activity
- (10) May reasonably interfere with, inhibit, or compromise law enforcement investigations, tactics, responses to incidents and/or the safety of Spring Valley Village Police Department or City staff
- (11) Contains information that reasonably could compromise individual or public safety
- (12) Incites or promotes violence or illegal activities
- (13) Violates a legal ownership interest, such as a copyright, of any party
- (14) Advertises or promotes a commercial product or service, or any entity or individual
- (15) Promotes or endorses political campaigns or candidates

This is not an all-inclusive list. The City further reserves the right to temporarily ban access to the City's social media accounts for repeated postings that contain off topic, offensive or profane remarks and to permanently ban access if such comments continue when access is reinstated. If a user wishes to contest the removal or hiding of their content, or their denial of access ("banned") from the City's social media accounts, the user may do so by emailing socialmedia@springvalleytx.com.

City of Spring Valley Village social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City of Spring Valley Village business, including communication posted by the City of Spring Valley Village and communication received from citizens, may be a public record.

DIVIDER PAGE

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- (3) Any application covered by Chapter 620 of the Texas Government Code

20.4 OVERSIGHT AND ENFORCEMENT

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20.5 COMMUNITY SHARING POLICY

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- (2) Enhances the perception and overall image of Spring Valley Village
- (3) Promotes travel and tourism within the City of Spring Valley Village
- (4) Must not promote any, political, individual, group or cause

20.6 RECORDS RETENTION

Social media sites contain communications sent to or received by the City of Spring Valley Village and its employees, and as such, communications may be public records subject to Texas Public Information Act. The department maintaining a social media platform shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio and video).

20.7 EXTERNAL POLICY; EMPLOYEE INTERACTION

Personal social media profiles should remain personal in nature and may be used to share personal opinions. City business may only be done on official City accounts. Following this principle ensures distinction between personal opinions and official City of Spring Valley Village statements.

Personal social media profiles must not:

- (1) Be used to conduct City of Spring Valley Village business
- (2) Be used to relay and/or conduct work-related information
- (3) Be used to accomplish job functions
- (4) Use City of Spring Valley Village e-mail account or password

20.8 PROTECTING PERSONAL SOCIAL MEDIA ACCOUNTS

Using personal social media accounts or personal devices to conduct City business makes the information, conversation, comments and/or posts open records and susceptible to requests for public information.

20.9 CONNECTING WITH CITIZENS AND COLLEAGUES ON SOCIAL MEDIA

City employees are civil servants and are in the public eye. Spring Valley Village citizens may attempt to connect with City employees and volunteers on social media. When you connect with work acquaintances on social media, your personal actions become public knowledge. Remember that what you post is public and could remain public for an extended period of time. Refrain from posting information that you would not want a supervisor or other employees to read or that you would be embarrassed to see in a newspaper or other public communication tool.

20.10 LISTING CITY OF SPRING VALLEY VILLAGE AS AN EMPLOYER

Social media platforms have the option to list your employer. Most create a hyperlink that leads to the City's official social media platforms. This connection creates an association with the City. If you list City of Spring Valley Village as your employer on social media, actions on your personal accounts reflect upon the City. To the extent that you are self-identified as a City employee, City leadership expects that activity in that forum will adhere to the City's Personnel Manual and other expressed standards for employee conduct.

20.11 PRIVACY SETTINGS

Most social media accounts are searchable, share basic demographic information and display a profile photo. Users have the capability to control what is shown. To keep your information as secure as possible from strangers or curious citizens, it is recommended that you avoid leaving your profiles set to "public." Managing privacy settings, guarding personal information, managing apps and controlling timeline are considered good tips for protecting your career and maintaining personal and professional separation.

20.12 CITIZEN INTERACTION AND THIRD PARTY CONTENT; TERMS OF USE TO BE POSTED ON SOCIAL MEDIA SITES WHERE APPLICABLE

By posting or commenting on any social media account created by City of Spring Valley Village, you participate by your own choice and take personal responsibility for your comments, your username and any information you provide therein. You further agree to the following terms of use:

- (1) The City of Spring Valley Village maintains a social media program for the purpose of engaging and interacting with our community, providing relevant and timely community news, information and events, distribution of crime prevention and public safety tips.
- (2) All social media accounts used by the City of Spring Valley Village are designated as Limited Public Forums. City staff welcomes a person's right to express his/her opinion and encourages posters to keep comments relevant to the topic in question. Posting of any content on any social media platform used by the City of Spring Valley Village by any visitor, follower, subscriber or fan, constitutes acceptance of the terms of use described here in this policy.
- (3) The City of Spring Valley Village social media accounts are intended to be "family friendly." When applicable, the City uses platform-provided content moderation/filtering options to limit foul or obscene content. City of Spring Valley Village Social Media accounts will only "Friend", "Like", or "Follow" other official government accounts, or as provided in the City's Information Outlet Policy.
- (4) City of Spring Valley Village will NOT "Friend" or "Like" other business pages, city employees, local elected officials and/or other organizations.
- (5) A comment posted by a member of the public on any City of Spring Valley Village social media accounts is the opinion of the commentator or poster only. Publication of a comment does not imply endorsement of, or agreement by, the City of Spring Valley Village, nor do such comments necessarily reflect our opinions or policies.
- (6) Only City of Spring Valley Village staff can create posts.

20.13 MODERATION OF THIRD-PARTY CONTENT

All comments posted to any official City of Spring Valley Village social media site are bound by each site's Community Standards. City of Spring Valley Village actively monitors its social media account and will remove inappropriate content as defined below, without prior notice, and as soon as possible. The City reserves the right to remove and/or block anyone who posts inappropriate material as determined by the City Administrator and/or Police Chief or his/her designee and/or social media site managers.

The City of Spring Valley Village reserves the right to remove comments that are offensive or profane in nature. User comments will be removed (if possible) when the content:

- (1) Is off-subject or out of context
- (2) Is a personal attack
- (3) Is threatening, defamatory, harassing or discriminatory
- (4) Contains obscenity, profanity or material that appeals to the prurient interest
- (5) Contains personal identifying information or sensitive personal information
- (6) Violates the right to privacy
- (7) Contains offensive terms that target protected classes
- (8) Promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin
- (9) Displays or describes conduct in violation of any federal, state or local law or encouragement of illegal activity
- (10) May reasonably interfere with, inhibit, or compromise law enforcement investigations, tactics, responses to incidents and/or the safety of Spring Valley Village Police Department or City staff
- (11) Contains information that reasonably could compromise individual or public safety
- (12) Incites or promotes violence or illegal activities
- (13) Violates a legal ownership interest, such as a copyright, of any party
- (14) Advertises or promotes a commercial product or service, or any entity or individual
- (15) Promotes or endorses political campaigns or candidates

This is not an all-inclusive list. The City further reserves the right to temporarily ban access to the City's social media accounts for repeated postings that contain off topic, offensive or profane remarks and to permanently ban access if such comments continue when access is reinstated. If a user wishes to contest the removal or hiding of their content, or their denial of access ("banned") from the City's social media accounts, the user may do so by emailing socialmedia@springvalleytx.com.

City of Spring Valley Village social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City of Spring Valley Village business, including communication posted by the City of Spring Valley Village and communication received from citizens, may be a public record.

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

MEETING DATE: August 22, 2023

TOPIC: Ordinance Number 2023-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ARTICLE 7.8 – JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND: The Juvenile Curfew was last renewed in January 2020, via Ordinance 2020-03, after being originally adopted in 2017.

House Bill 1819, enacted by the Texas Legislature May 21, 2023 and signed into law by the Governor on June 9, 2023, banned the adoption or enforcement of any kind of juvenile curfew to regulate the movements or actions of persons younger than 18 years of age.

To comply with this law, Article 7.8 – Juvenile Curfew – should be repealed as it is no longer legally enforceable.

RECOMMENDATION: Staff recommends approval of the ordinance to comply with State law.

ATTACHMENTS:

- Ordinance Number 2023-XX
- Article 7.8 – Juvenile Curfew

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# _____

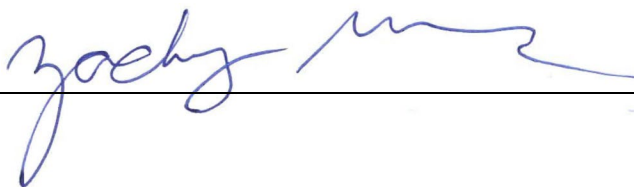
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Carianne Riley,
Assistant to the City Administrator

CITY ADMINISTRATOR APPROVAL:



DIVIDER PAGE

ORDINANCE NUMBER 2023-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, REPEALING ARTICLE 7.8 – JUVENILE CURFEW, OF CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on January 24, 2017, by Ordinance Number 2017-01, the City Council of the City of Spring Valley Village, Texas, adopted a juvenile curfew for all persons of 17 years of age and younger; and

WHEREAS, on January 28, 2020 by Ordinance Number 2020-03, the City Council renewed the original juvenile curfew; and

WHEREAS, House Bill 1819 enacted by the Texas Legislature May 21, 2023 and signed into law by the Governor on June 9, 2023, has banned the adoption or enforcement of any kind of juvenile curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council now finds that Article 7.8, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances should be repealed.

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

Section 1. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

Section 2. Article 7.8, Juvenile Curfew, of Chapter 7, Offenses and Nuisances, of the Code of Ordinances is hereby deleted in its entirety and shall be reserved for future use.

Section 3. All provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Spring Valley Village, Texas, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

DULY PASSED AND APPROVED on this the 22 day of August, 2023.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

Loren B. Smith, City Attorney
City of Spring Valley Village, Texas

DIVIDER PAGE

ARTICLE 7.800: - JUVENILE CURFEW

§ 7.801 - Purpose

It is the express purpose of this article to:

- (1) Deter criminal conduct involving juveniles;
- (2) Reduce the number of juvenile crime victims;
- (3) Reduce injury from accidents involving juveniles;
- (4) Reduce the additional time police officers are required to be in the field due to juvenile crime;
- (5) Provide additional and more effective means and options for dealing with gang-related violence and crime;
- (6) Reduce juvenile peer pressure to stay out late;
- (7) Reduce juvenile peer pressure to participate in violent or criminal activities;
- (8) Assist parents in the control of their children; and
- (9) Make the city a better community and a safer place to live and work, to raise a family, and to grow up.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)

§ 7.802 - Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curfew hours shall mean:

- (1) 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday and 12:00 midnight on Friday and Saturday until 6:00 a.m. of the following day; and:
- (2) 9:00 a.m. until 2:30 p.m. on Monday through Friday; provided however, the hours defined in this subsection (2) shall not be considered as curfew hours for minors not subject to compulsory school attendance pursuant to V.T.C.A., Education Code § 25.085, nor shall the hours defined in this subsection (2) be considered as curfew hours on days or during periods in which the school where the applicable minor is enrolled is closed, or classes for which the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives, or, if the applicable minor is a duly authorized home school student under applicable provisions of the state Education Code, on days or during periods in which such minor is not receiving educational instruction.

Emergency shall mean and include, but is not limited to, a fire, natural disaster, automobile accident, or any unforeseen situation requiring immediate action to prevent serious illness, bodily injury, or loss of life, or for the preservation of property.

Establishment shall mean any privately owned place of business to which the public has access or is invited, including, but not limited to, any place of amusement or entertainment.

Guardian shall mean a person who, under court order, is the guardian of the person of a minor or a public or private agency with whom a minor has been placed by a court.

Minor shall mean any person under seventeen (17) years of age.

Operator shall mean any individual, firm, association, partnership, entity or corporation operating, managing, or conducting the operation of any establishment. The term "operator" includes the members or partners of an association or partnership and the officers of a corporation.

Parent shall mean a person who is a natural parent, adoptive parent or step-parent of a minor, or a person at least eighteen (18) years of age who is authorized by the parent or guardian of a minor or by court order to have the care and custody of such minor.

Police department shall mean the city police department or any successor police department, and shall include any law enforcement agency working with the city through any interagency agreement.

Public place shall mean any place to which the public or a substantial group of the public has access and shall include, but not be limited to, streets and highways, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, restaurants, theaters, game rooms, shops, shopping centers, or any other place that offers for sale services, merchandise or entertainment.

Remain shall mean to linger, stay, or fail to leave premises, when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)

§ 7.803 - Offenses

- (a) It shall be unlawful for any minor to knowingly remain, walk, run or stand, or operate or ride about in any motor vehicle or bicycle, in or upon any public place or on the premises of any establishment within the city during curfew hours.
- (b) It shall be unlawful for the parent or guardian of a minor to knowingly permit, or by insufficient control allow, a minor to remain in or upon any public place or on the premises of any establishment within the city during curfew hours.
- (c) It shall be unlawful for the owner, operator, or any employee of an establishment to knowingly allow a minor to remain upon the premises of the establishment during curfew hours.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)

§ 7.804 - Defenses

- (a) It shall be a defense to prosecution under Section 7.803 that a minor was:
- (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian;
 - (3) In a motor vehicle involved in intrastate or interstate travel, and traveling through the city by a direct route between the point of departure and destination;
 - (4) Engaged in a lawful employment activity, or going directly to the employment activity or returning directly to the minor's residence from the employment activity;
 - (5) Involved in an emergency;
 - (6) On an errand made necessary by an illness, injury, or emergency;
 - (7) On the sidewalk abutting the minor's permanent residence or abutting the residence of a next-door neighbor of the minor's permanent residence if the neighbor did not complain to the police department about the minor's presence thereon;
 - (8) Attending a school, religious, government-sponsored or other civic activity supervised by adults and sponsored by an educational, religious, or governmental institution, civic organization, or other similar entity, or traveling directly to or returning from any such school, religious, governmental, or civic activity;
 - (9) Engaged in, participating in, or traveling to or from any event, function, or activity for which the application of section 7.803 would contravene the minor's rights protected by the United States Constitution including, but not limited to, First Amendment rights such as the free exercise of religion, freedom of speech, or the right of assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with V.T.C.A., Family Code Chapter 31.
- (b) It is a defense to prosecution under section 7.803 that the minor has been directed by his parent or guardian to engage in a specific activity, or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.
- (c) It is a defense to prosecution under section 7.803 that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and the minor refused to leave.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)

§ 7.805 - Enforcement

- (a) Before taking any enforcement action under this division, a police officer shall ask the apparent offender's age and reason for being in the public place or establishment. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that based on any response given, and other circumstances, no defense in section 7.804 is present.
- (b) In lieu of issuing a citation or making an arrest, the police officer may, based on the circumstances, issue a warning notice to the minor, who shall be ordered to go home by the most direct means and route. A copy of the warning notice shall be filed with the police department, and a letter shall then be promptly sent to the parent or guardian of the minor advising of the contact with the minor during curfew hours and requesting cooperation in the future.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)

§ 7.806 - Penalties

- (a) Any person who shall violate any provision of this division shall be deemed guilty of a misdemeanor. Following the issuance of a citation for a violation of the curfew hours defined in section 7.802(2), the minor shall be returned to school. Any citation issued for violation of any provision of this division shall direct the parents or legal guardians of the minor to appear together with the minor in connection with the charge of a violation.
- (b) When required by V.T.C.A., Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 7.803(a) and shall refer the minor to juvenile court.

(Ordinance 2017-01 adopted 1-24-17; Ordinance 2020-03 adopted 1-28-20)