



Regular City Council Meeting
January 23, 2024
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, January 23, 2024, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

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

The meeting agenda and agenda packet are posted online at www.springvalleytx.com.

In accordance with Texas Government Code, Sec. 551.127, on a regular, non-emergency basis, Councilmember may attend and participate in a meeting remotely by video conference. Should such attendance transpire, a quorum of the Council will be physically present at the location noted above on this agenda.

The video link to this meeting is: <https://us02web.zoom.us/j/89665351089>

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: 896 6535 1089 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

None.

5. PUBLIC COMMENTS

- 5.1 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 a 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 November 14, 2023
- 6.2 2023 Racial Profiling Report presented by the Spring Valley Village Police Department

OLD BUSINESS

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** December 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:** Briefing by City Staff:
1. Update on the current status of the Bingle Road Diet project
9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on November 29, 2023 and Any Special Meetings That May Have Occurred since November 29, 2023. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The Establishment of City Council Meeting Times for 2024.
11. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending December 31, 2023.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING THE MS4 GENERAL PERMIT APPLICATION TO TCEQ BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS

NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Purchase of Agenda Management Software
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.
15. **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:
 - 15.1 Section 551.074 – Personnel Matters to deliberate the duties of the City Administrator.
 - 15.2 Section 551.074 – Personnel Matters to deliberate the duties of the Chief of Police.
16. **RECONVENE**
17. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.
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 January 23, 2024 agenda of items to be considered by City Council was posted on or before the 19th day of January, 2024, at 5:00 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 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, NOVEMBER 14, 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

Mayor Pro Tem Allen Carpenter (arrived at 6:15 p.m.)

Council Member David Dominy

Council Member John Lisenby

Members Absent:

Council Member Joy McCormack

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

2.2 Texas Flag

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

3. INTRODUCTIONS

John McDonald, City Administrator

Jasmin Torres, City Secretary

Kristina Watson, Public Works Director

Loren Smith, City Attorney

Mark Schulze, Police Chief

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 Texas Law Enforcement Best Practices Accreditation Program Award

Chief Gott of the Hedwig Village Police Department gave a brief background of the award and presented the Texas Law Enforcement Best Practices Accreditation Program Award to the Spring Valley Village Police Department.

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 Barry Lee, who lives at 8328 Burkhart Circle, addressed the Council regarding his concerns and opposition to the Bingle Road Diet.
- 5.1.2 Larry Dannemiller, who lives at 8609 Burkhart Road, addressed the Council regarding the Burkhart Road project that the City recently completed. Mr. Dannemiller wanted to make the Council aware of the issues, like flooding in his front yard that he is experiencing due to the changes from the completed project.
- 5.1.3 Nadereh Ahly, who lives at 8705 Burkhart Road, addressed the Council regarding issues with the street lights on her street. Ms. Ahly called CenterPoint and was then referred to Reliant but was told that the City needed to call in the repair.

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 October 24, 2023
- 6.2 Resolution No. 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING A MEMBER TO THE BOARD OF DIRECTORS OF THE HARRIS-GALVESTON SUBSIDENCE DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- 6.3 Resolution No. 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AUTHORIZING AND APPROVING MEMBERSHIP IN THE CITIES SERVED BY CENTERPOINT GAS (CITIES) FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO CENTERPOINT MATTERS; FURTHER SUSPENDING THE DECEMBER 4, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TO CHANGE RATES IN THE TEXAS DIVISION; TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY CENTERPOINT GAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY

LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

- 6.4 Resolution No. 23-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

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

OLD BUSINESS

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

Lieutenant Menchaca provided the Police Department Staff Report to the Council.

1. Number of Calls for Service – 3,660
2. Number of Traffic Violations – 895

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on October 25, 2023, and Any Special Meetings That May Have Occurred since October 25, 2023. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

Council Member Lisenby spoke to the October 25, 2023, Village Fire Department Commissioners Meeting. He informed the Council that the new roof is being installed and the actions needed to finalize the installation and approval were all approved. Council Member Carpenter spoke to the Council regarding the November 7, 2023, Special Village Fire Department Commissioners Meeting. The purpose of this meeting was to speak about and approve a budget amendment that exceeds \$10,000.00 (ten thousand dollars) and requires an approved amendment according to the interlocal agreement and to true up the budget.

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

1. Update on current status of the Bingle Road Diet project

Public Works Director Kristina Watson informed the Council that the Public Works staff for the City of Houston has communicated that they are planning to have a meeting the first week of December. Ms. Watson asked the City of Houston for details of this meeting to be invited.

2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle) Paving & Utility Improvements Project

Public Works Director Kristina Watson informed the Council that on November 3, 2023,

5 (five) bids were received and opened for this project. Those bids are currently under review and evaluation by Gessner Engineering. Ms. Watson hopes to have a recommendation for the Council at the December Regular Council Meeting.

NEW BUSINESS

- 10. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2024 Being United Health Care for Medical, Dental, and Vision and Hartford for Group Life/AD&D, Supplemental Life and Long-Term Disability For The City of Spring Valley Village's Employee Benefits

Council Member Dominy made a motion to approve the Villages Mutual Insurance Group's recommended insurance carriers for Plan Year 2024 being United Healthcare for Medical, Dental, and Vision, and Hartford for Group Life/AD&D, Supplemental Life, and Long-Term Disability for the City of Spring Valley Village's employee benefits, and Council Member Carpenter seconded the motion. Motion carried 4-0.

- 13. ADJOURNMENT**

Council Member Carpenter motioned to adjourn the meeting at 6:53 p.m., and Council Member Lisenby seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary



City of Spring Valley Village
Police Department

1025 Campbell Road
Houston, TX 77055
713-465-8323
Fax: 713-465-3135
Mark Schulze – Chief of Police

Date: January 3, 2024

To: City Secretary Jasmin Torres

From: Chief M. Schulze

Reference: 2023 Racial Profiling Report

As required by Article 2.132 – 2.138 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Spring Valley Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2023. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which has also been electronically filed with the Texas Commission on Law Enforcement.

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

01.Total Traffic Stops			
			7,545
			7,545
02. Location of Stop			
CITY STREET	98.29%		7,416
PRIVATE PROPERTY OR OTHER	1.51%		114
US HIGHWAY	0.20%		15
Total	100.00%		7,545
03. Was Race Known Prior to Stop?			
N	99.81%		7,531
Y	0.19%		14
Total	100.00%		7,545
04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN	2.25%		170
ASIAN/PACIFIC ISLANDER	6.44%		486
BLACK	18.32%		1,382
HISPANIC/LATINO	36.96%		2,789
WHITE	36.02%		2,718
Total	100.00%		7,545
05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	1.40%	41
	ASIAN/PACIFIC ISLANDER	6.40%	188
	BLACK	21.13%	621
	HISPANIC/LATINO	31.88%	937
	WHITE	39.20%	1,152

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

05. Gender			
		100.00%	2,939
MALE	ALASKA NATIVE/AMERICAN INDIAN	2.80%	129
	ASIAN/PACIFIC ISLANDER	6.47%	298
	BLACK	16.52%	761
	HISPANIC/LATINO	40.21%	1,852
	WHITE	34.00%	1,566
		100.00%	4,606
Total			7,545
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	2.01%	67
	ASIAN/PACIFIC ISLANDER	7.90%	264
	BLACK	17.40%	581
	HISPANIC/LATINO	22.34%	746
	WHITE	50.36%	1,682
		100.00%	3,340
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	100.00%	1
		100.00%	1
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	2.46%	102
	ASIAN/PACIFIC ISLANDER	5.25%	218
	BLACK	19.15%	795
	HISPANIC/LATINO	48.52%	2,014
	WHITE	24.62%	1,022
		100.00%	4,151
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	1.89%	1

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

06. Reason for Stop?

VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	7.55%	4
	BLACK	11.32%	6
	HISPANIC/LATINO	52.83%	28
	WHITE	26.42%	14
		100.00%	53
Total			7,545

07. Was a Search Conducted?

N	ALASKA NATIVE/AMERICAN INDIAN	2.25%	169
	ASIAN/PACIFIC ISLANDER	6.47%	486
	BLACK	18.30%	1,375
	HISPANIC/LATINO	36.94%	2,776
	WHITE	36.05%	2,709
		100.00%	7,515
Y	ALASKA NATIVE/AMERICAN INDIAN	3.33%	1
	BLACK	23.33%	7
	HISPANIC/LATINO	43.33%	13
	WHITE	30.00%	9
		100.00%	30
Total			7,545

08. Reason for Search?

CONSENT	BLACK	14.29%	1
	HISPANIC/LATINO	28.57%	2
	WHITE	57.14%	4
		100.00%	7
CONTRABAND IN PLAIN VIEW	WHITE	100.00%	1

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

08. Reason for Search?			
		100.00%	1
INCIDENT TO ARREST	BLACK	16.67%	1
	HISPANIC/LATINO	66.67%	4
	WHITE	16.67%	1
		100.00%	6
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	2.25%	169
	ASIAN/PACIFIC ISLANDER	6.47%	486
	BLACK	18.30%	1,375
	HISPANIC/LATINO	36.94%	2,776
	WHITE	36.05%	2,709
		100.00%	7,515
PROBABLE CAUSE	ALASKA NATIVE/AMERICAN INDIAN	6.25%	1
	BLACK	31.25%	5
	HISPANIC/LATINO	43.75%	7
	WHITE	18.75%	3
		100.00%	16
Total			7,545
09. Was Contraband Discovered?			
N	BLACK	25.00%	3
	HISPANIC/LATINO	50.00%	6
	WHITE	25.00%	3
		100.00%	12
Y	ALASKA NATIVE/AMERICAN INDIAN	5.56%	1

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

09. Was Contraband Discovered?

Y	BLACK	22.22%	4
	HISPANIC/ LATINO	38.89%	7
	WHITE	33.33%	6
		100.00%	18
Total			30

10. Description of Contraband

ALCOHOL	BLACK	20.00%	1
	HISPANIC/LATINO	60.00%	3
	WHITE	20.00%	1
		100.00%	5
DRUGS	ALASKA NATIVE/AMERICAN INDIAN	9.09%	1
	BLACK	18.18%	2
	HISPANIC/LATINO	36.36%	4
	WHITE	36.36%	4
		100.00%	11
OTHER	HISPANIC/LATINO	100.00%	1
		100.00%	1
WEAPONS	BLACK	66.67%	2
	WHITE	33.33%	1
		100.00%	3
Total			20

11. Result of the Stop

CITATION	ALASKA NATIVE/AMERICAN INDIAN	1.64%	69
	ASIAN/PACIFIC ISLANDER	4.86%	204

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

11. Result of the Stop			
CITATION	BLACK	18.75%	787
	HISPANIC/LATINO	44.20%	1,855
	WHITE	30.55%	1,282
		100.00%	4,197
CITATION AND ARREST	HISPANIC/LATINO	75.00%	3
	WHITE	25.00%	1
		100.00%	4
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	3.03%	101
	ASIAN/PACIFIC ISLANDER	8.45%	282
	BLACK	17.80%	594
	HISPANIC/LATINO	27.75%	926
	WHITE	42.97%	1,434
		100.00%	3,337
WRITTEN WARNING AND ARREST	BLACK	14.29%	1
	HISPANIC/LATINO	71.43%	5
	WHITE	14.29%	1
		100.00%	7
Total			7,545
12. Arrest Based On			
OUTSTANDING WARRANT	BLACK	12.50%	1
	HISPANIC/LATINO	75.00%	6
	WHITE	12.50%	1
		100.00%	8
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3

Spring Valley Village, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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

12. Arrest Based On			
Total			11
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	2.25%	170
	ASIAN/PACIFIC ISLANDER	6.44%	486
	BLACK	18.32%	1,382
	HISPANIC/LATINO	36.96%	2,788
	WHITE	36.03%	2,718
		100.00%	7,544
Y	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			7,545
Was Arrest Due to Contraband Found?			
N	BLACK	9.09%	1
	HISPANIC/LATINO	72.73%	8
	WHITE	18.18%	2
		100.00%	11
Total			11

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2023
thru 12\31\2023
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	25
145	ACCIDENT - FSGI	4
22	ALARM	17
23	AMBULANCE CALL	12
24	ANIMAL CALL	8
43	ASSIST OUTSIDE AGENCY	2
135	BUSINESS CHECK	2,482
48	CITY CREW REPAIRS	1
53	DEBRIS IN ROADWAY	7
60	FIRE CALL	2
68	HOUSE CHECK	73
70	INFORMATION	40
71	INVESTIGATION	7
76	LOUD NOISE	3
159	MOTORIST ASSIST	6
81	OPEN DOOR	13
162	PARKING VIOLATION	1
86	PUBLIC RELATIONS	186
88	RECOVERY STOLEN VEHICLE	1
92	SERVICE CALL	1
96	SOLICITOR	3
97	SPECIAL ASSIGNMENT	3
99	STALLED VEHICLE	16
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	14
105	SUSPICIOUS VEHICLE	17
154	THEFT	1
108	TRAFFIC CONTROL	2
11	TRAFFIC STOP	338
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	13
163	VIOLATION OF CITY ORDINANCE	6
42	WARRANT SERVICE	1
117	WELFARE CONCERN	5
Total		3,321

Spring Valley Village, TX PD

Dec 1, 2023 - Dec 31, 2023

Citation Offense Count By Violation

Total Charges: 756

Description	Count
CHANGED LANE WHEN UNSAFE	2
CITY ORDINANCE - UNLAWFUL TRESPASSING	3
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	18
DEFECTIVE HEAD LAMPS	39
DEFECTIVE HEAD LIGHTS	6
DEFECTIVE STOP LAMP(S)	28
DEFECTIVE STOP LIGHTS-TRAILER	2
DEFECTIVE TAIL LAMP(S)	12
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	2
DISPLAY/ EXPIRED REGISTRATION	163
DISREGARD LANE CONTROL SIGNAL/DEVICE	2
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	7
DROVE ON WRONG SIDE OF ROAD/INTERSECTION	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	22
EXPIRED BUYER TAG	5
EXPIRED DRIVERS LICENSE	6
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	3
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	83
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	10
FAIL TO YIELD ROW CHANGING LANES	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	10
FAILED TO DIM HEADLIGHTS - MEETING	14
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	25

CONFIDENTIAL

Spring Valley Village, TX PD

Dec 1, 2023 - Dec 31, 2023

Citation Offense Count By Violation

Total Charges: 756

Description	Count
FAILED TO YIELD ROW TO EMERGENCY VEHICLE	1
ILLEGAL BUYERS TAGS	3
ILLEGAL PARKING - FIRE LANE - SHOP CTR	2
ILLEGAL WINDOW TINT	2
NO DRIVERS LICENSE	68
NO FRONT LICENSE PLATE	25
NO LICENSE NUMBER PLATES-TRAILER	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	1
OPERATE UNREGISTERED MOTOR VEHICLE	5
ORDINANCE UNLAWFUL TRESPASSING	3
PARK OR STAND WITHIN 30 FT OF A TRAFFIC CONTROL DEVICE	1
RAN RED LIGHT	6
RAN STOP SIGN	51
SPEEDING (NU)	3
SPEEDING >10% ABOVE POSTED LIMIT	75
SPEEDING IN SCHOOL ZONE	24
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	3
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	4
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1
VIOLATE DL RESTRICTION	1
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	2

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

MEETING DATE: January 23, 2024

TOPIC: **Consideration and Possible Action Concerning the Establishment of City Council Meeting Times for 2024.**

BACKGROUND: According to the Code of Ordinances, Article 1.700 Rule of Procedure for the Conduct of City Council Meetings, §1.701 – Regular Meetings, Council meetings are to be held on a Tuesday. Current practice is that City Council meetings are held on the 4th Tuesday of every month.

Occasionally, conflicts may arise that require a meeting to be rescheduled. The only conflicts in 2024 are the November meeting falling the same week as Thanksgiving, and the December meeting which under the normal schedule would be on December 24, Christmas Eve.

The proposed Council Meeting schedule for the rest of the year is as follows (all dates fall on a Tuesday):

- February 27
- March 26
- April 23
- May 28 – Tuesday after Memorial Day Holiday
- June 25
- July 23 – The July meeting has been rescheduled or cancelled in the past based on conflicts with Members schedules.
- August 6 – Special Meeting – Budget Workshop
- August 27
- September 24
- October 22
- November 17 – 3rd Tuesday of the month
- December 17 – 3rd Tuesday of the month

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

ATTACHMENTS: • 2024 City Council Meeting Dates

FUNDING ISSUES:

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

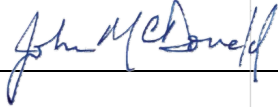
☐ Full amount already budgeted in Acct/Project# _____

☐ 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

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

added to Acct/Project# _____ ☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 

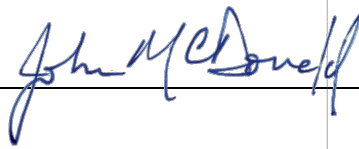


2024 CITY COUNCIL MEETING DATES

January 23	Regular Council Meeting – 6:00 pm
February 27	Regular Council Meeting – 6:00 pm
March 26	Annual Capital Projects Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
April 23	Regular Council Meeting – 6:00 pm
May 28	FY 2025 Budget Policy Assumption Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
June 25	FY 2025 Budget Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
July 23	FY 2025 Budget Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
August 6	Special Council Meeting To Propose A Tax Rate For FY 2025. (NOTE: The Special Meeting will begin at 6:00 pm)
August 27	FY 2025 Budget Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
September 24	Regular Council Meeting – 6:00 pm ***ATTENDANCE IS IMPERATIVE*** related to the adoption of budget and tax rate
October 22	Regular Council Meeting – 6:00 pm
November 19	Regular Council Meeting – 6:00 pm
December 17	Regular Council Meeting – 6:00 pm

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

MEETING DATE: January 23, 2024

TOPIC:	Briefing And Discussion Concerning Quarterly Investment Report For Period Ending December 31, 2023.
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 December 31, 2023.
RECOMMENDATION:	N/A
ATTACHMENTS:	Quarterly Investment Report for FY 2023-2024 Period Ending December 31, 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: 	
SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE



EST. 1955

SPRING VALLEY VILLAGE

MEMORANDUM

TO: Honorable Mayor and Council Members
FROM: Brent Walker, City Treasurer
CC: John McDonald, City Administrator
DATE: January 23, 2024
SUBJECT: Quarterly Investment Report for the Period Ended December 31, 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, Tex-pool, Texas Class 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 5.3669%
- Average Daily Net Yield during quarter, The Texas Class earned an average yield of 5.2279%
- Throughout the quarter, the City's investments earned interest \$217,012

Enclosed are details of the City investment transactions for Quarter Ended December 31, 2023. This information shows that on the beginning market value as of October 1, 2023 was \$25,128,177 and ending market value on December 31, 2023 was \$24,355,115.

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of December 31, 2023, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$1,056,251

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	(546,885.30)		
10-00-1010	PETTY CASH	660.00		
10-00-1030	SAVINGS - CHILD SAFETY		10,452.93	
10-00-1040	SAVING - WELLS FARGO		7,615.92	
10-00-1043	CASH IN BANK - MUNICIPAL COURT		12,481.46	
10-00-1111	CERTIFICATES OF DEPOSIT - VARI		0.00	
10-00-1120	INVESTMENT IN TEXPOOL		5,109,735.57	
10-00-1121	TEXASCLASS		<u>4,626,815.53</u>	
TOTAL 10	-GENERAL FUND	(546,225.30)	<u>9,767,101.41</u>	<u>9,220,876.11</u>
<u>15 -CAPITAL REPLACEMENT FUND</u>				
15-00-1001	CASH	155,211.47		
15-00-1120	TEXPOOL		<u>1,294,292.29</u>	
TOTAL 15	-CAPITAL REPLACEMENT FUND	<u>155,211.47</u>	<u>1,294,292.29</u>	<u>1,449,503.76</u>
<u>20 -UTILITIES</u>				
20-00-1001	CASH IN BANK - WELLS FARGO	799,868.26		
20-00-1010	PETTY CASH	200.00		
20-00-1040	BOND RESERVE - WELLS FARGO		358,408.47	
20-00-1120	INVESTMENT IN TEXPOOL		<u>1,574,978.77</u>	
TOTAL 20	-UTILITIES	<u>800,068.26</u>	<u>1,933,387.24</u>	<u>2,733,455.50</u>
<u>26 -CLFRF FUND</u>				
26-00-1001	CASH IN THE BANK	(6,156.20)		
26-00-1121	TEXASCLASS		<u>1,121,669.61</u>	
TOTAL 26	-CLFRF FUND	(6,156.20)	<u>1,121,669.61</u>	<u>1,115,513.41</u>
<u>25 -CIP FUND</u>				
25-00-1001	CASH IN BANK - WELLS FARGO	(9,292.10)		
25-00-1002	BONDS - WELLS FARGO	36,002.46		
25-00-1120	TEXPOOL		2,607,388.70	
25-00-1130	TEXAS CLASS - CO BOND		7,737,607.00	
25-00-1140	TEXPOOL - BOND		<u>5,740.08</u>	
TOTAL 25	-CIP FUND	<u>26,710.36</u>	<u>10,350,735.78</u>	<u>10,377,446.14</u>
TOTAL CASH & INVESTMENTS		429,608.59	24,467,186.33	24,896,794.92
		=====	=====	=====

*** END OF REPORT ***

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

MEETING DATE: January 23, 2024

TOPIC: Resolution Number 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING THE MS4 GENERAL PERMIT APPLICATION TO TCEQ BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: The Texas Commission on Environmental Quality (TCEQ) is in the process of renewing the Texas Pollution Discharge Elimination System (TPDES) general permit for small MS4s, TXR040000, which expires on Jan. 24, 2024. TCEQ has made changes to the General Permit, which requires each permit holder to submit new applications encompassing the new Storm Water requirements.

Staff requested and received a proposal from Cobb, Fendley & Associates, Inc. in the amount of \$12,000.00 to prepare and submit the Texas Pollution Discharge Elimination System General Permit Application on behalf of the City of Spring Valley Village.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution Number 2024-XX
- Proposal from Cobb, Fendley & Associates, Inc.

FUNDING ISSUES:

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

☐ Full amount already budgeted in Acct/Project#

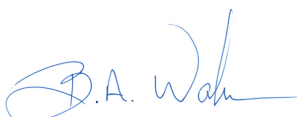
☒ Not budgeted, if approved, the following will be included in the next Budget Amendment:

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

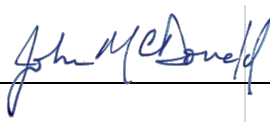
☒ \$12,000.00 from unassigned fund balance will be used and added to Acct/Project# 20-10-5506

☐ \$_____ 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: Kristina Watson, Director of Public Works	CITY ADMINISTRATOR APPROVAL: 
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RESOLUTION NUMBER 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROPOSAL FOR ENGINEERING SERVICES FOR PREPARING AND SUBMITTING THE MS4 GENERAL PERMIT APPLICATION TO TCEQ BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a Proposal for engineering services for the preparation and submittal of the MS4 General Permit Application by and between the City of Spring Valley Village, Texas and CobbFendley & Associates, Inc. ("CobbFendley") (hereinafter called "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

October 18, 2023

Ms. Kristina S. Watson
Public Works Director
Spring Valley Village
1025 Campbell Road
Spring Valley Village, Texas 77055

RE: Proposal for MS4 General Permit Application

Dear Ms. Watson,

Cobb, Fendley & Associates, Inc. is pleased to submit our proposal for engineering services on the Spring Valley Village's Municipal Separate Storm Sewer System (MS4) General Permit. The project includes preparing and submitting TCEQ's MS4 General Permit to TCEQ for approval.

CobbFendley will coordinate with Spring Valley Village on preparation of the MS4 application. The Engineering deliverable is a submittal to TCEQ for review and approval. **Our Engineering Services will be billed Lump Sum in the amount of \$12,000.00.**

Exclusions from the Scope of Services:

The services described above are the identified Basic Services for this assignment. Other items that may arise during the course of the project that the Owner may wish to add to the scope of services shall be deemed as ADDITIONAL SERVICES. CobbFendley shall undertake such additional services as assigned by the Owner upon written direction from the Owner. Examples of such items are as follows:

- GIS Mapping and Exhibits
- MS4 Annual Reports
- Newspaper Ad Fee
- Any other services not specifically included within the description of the Basic or Additional Services described above.

If the engineering fees and scope of services are agreeable to you, please indicate your acceptance by signing in the space provided below and returning one copy to us for our file. If you have questions or comments, please call me at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



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

Scope of Service accepted by:
Kristina S. Watson, Public Works Director

Signature

Printed Name

Title

Date of Authorization

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

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

2. OUTSIDE SERVICES

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

3. COST PROJECTIONS

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

4. PROFESSIONAL STANDARDS

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

5. TERMINATION

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

6. OWNERSHIP OF DOCUMENTS

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

7. USE OF ELECTRONIC DOCUMENTS

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

software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

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

9. FORCE MAJEURE

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

10. CONSTRUCTION PHASE SERVICES

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

11. LIMITATION OF LIABILITY FOR DAMAGES

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

12. ALTERNATIVE DISPUTE RESOLUTION

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

13. LEGAL EXPENSES

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

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

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

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.



If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

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

16. CONTRACT DOCUMENTS

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

17. SALES TAX

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

18. BENEFICIARIES AND ASSIGNMENT

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



2023 Standard Rate Schedule

Senior Engineer V or Principal.....	\$330.00/HR
Senior Engineer IV or Project Manager V.....	\$314.00/HR
Senior Engineer III or Project Manager IV	\$307.00/HR
Senior Engineer II or Project Manager III.....	\$275.00/HR
Senior Engineer I or Project Manager II.....	\$250.00/HR
Engineer III or Project Manager I	\$199.00/HR
Engineer II	\$172.00/HR
Engineer I	\$142.00/HR
Graduate Engineer II.	\$131.00/HR
Graduate Engineer.	\$119.00/HR
Sr. Project Coordinator.....	\$158.00/HR
Project Coordinator.....	\$109.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$188.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$164.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$142.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	\$121.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	\$102.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	\$75.00/HR
Licensed State Land Surveyor.....	\$267.00/HR
Senior Registered Professional Land Surveyor.....	\$250.00/HR
Registered Professional Land Surveyor	\$199.00/HR
Project Surveyor.	\$172.00/HR
Certified Photogrammetrist	\$226.00/HR
4 Person Survey Crew	\$217.00/HR
3 Person Survey Crew	\$194.00/HR
2 Person Survey Crew	\$164.00/HR
1 Person Survey Crew	\$119.00/HR
2 Person Hy-Drone Crew.....	\$387.00/HR
2 Person UAV Drone Crew	\$267.00/HR
Construction Manager III.....	\$330.00/HR
Construction Manager II.....	\$272.00/HR
Construction Manager I.....	\$212.00/HR
Construction Observer III.....	\$177.00/HR
Construction Observer II	\$149.00/HR
Construction Observer I	\$125.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$275.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$221.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$199.00/HR
Right-of-Way Agent III or ROW Attorney	\$177.00/HR
Right-of-Way Agent II.....	\$155.00/HR

(Continued)

Right-of-Way Agent I	\$122.00/HR
Right-of-Way Technician.....	\$111.00/HR
Administrative	\$119.00/HR
Clerical	\$91.00/HR
Field Data Device	\$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum).....	\$194/HR
One-Man Designating Crew (4-Hour Minimum).....	\$125/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$359/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$335/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum).....	\$296/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

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

In-House Reproduction:

- Copies (Up to 11" x 17")
- Color Prints (Up to 11" x 17").....
- Color Prints (Larger than 11" x 17").....
- Bluelines (All Sizes).....
- Bond Prints (All Sizes).....
- Mylar Prints
- Vellum Prints

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

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

MEETING DATE: January 23, 2024

TOPIC: Consideration and Possible Action on the Approval of the Purchase of Agenda Management Software

BACKGROUND: Currently, the process for the preparation of the agenda and agenda packet is a manual one using Microsoft Word and Adobe Acrobat. Staff draft items using a Word template and place the item and supporting documents into a folder on a shared folder. The City Administrator then reviews the document, edits as necessary, returns to the creator if warranted, and then begins the preparation of the final item by combining the agenda statement with any attachments through Adobe. The City Secretary then takes the various files and combines them to create the final agenda packet and places it on the city's Agenda Center webpage. This is an elaborate process that takes too much time and places an undue weight on the City Administrator and the City Secretary.

Agenda & Meeting Management Select System, created by the same company that handles our website, simplifies the process by providing a system that handles the creation and generation of agenda items and the final packet. The system ties in to our Agenda Center webpage for ease of posting. The process is personalized to our preferences on agenda item detail pages and allows better tracking and generation of materials.

Year one cost (setup)	\$7,690.00
Reoccurring annual cost	\$4,042.50

While this was not an expenditure that was anticipated in the FY 2024 budget, funding for the purchase is available.

RECOMMENDATION: Staff recommends approval of the purchase of the CivicPlus Agenda & Meeting Management Select System software.

ATTACHMENTS:

- Quote from CivicPlus
- Background material on software

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# _____

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

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

John McDonald

CITY ADMINISTRATOR APPROVAL:



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-53520-1

10/16/2023 4:15 PM

1/31/2024

Client:

SPRING VALLEY VILLAGE, TEXAS

Bill To:

SPRING VALLEY VILLAGE, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eric Petersen		eric.petersen@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	Agenda & Meeting Management Select Premium Implementation Package	Premium Implementation Package – Up to 5 of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

Total Investment - Initial Term	USD 7,690.00
Annual Recurring Services - Year 2	USD 4,042.50

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



agenda and meeting
management

SELECT

Premium Implementation

Proposal valid for 60 days from date of receipt



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years
10,000+ Customers
850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2024 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Features & Functionality

Agenda & Meeting Management Select System

CivicPlus' Agenda & Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda & Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. Agenda & Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.



Agenda Management

FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

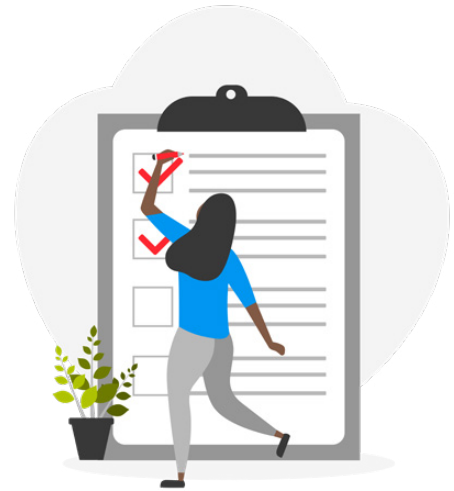
An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.



Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the minutes module with a single click.

KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda & Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. (additional fees apply)



SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting. Additional fees apply



Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

FIND WHAT YOU NEED- FASTER

Agenda & Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls



The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in Select
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your Select meeting documents

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to the CivicPlus for codification by our team of legal editors. When pushed from Agenda & Meeting Management Select, this uncoded legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting system, allowing for one-stop search, capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.



EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda & Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

CivicEngage Municipal Websites	• Set-up a workflow to post in CivicEngage's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to CivicEngage's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the CivicEngage Calendar. • Meeting files are automatically included in the website's search results.
Codification	• Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
CivicPlus Media	• Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
Integration Hub	• Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfische, Google Drive, Dropbox, and other APIs.



Implementation

Project Timeline

Twenty to Twenty-Four Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	• Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	• Template Review meeting to review and discuss needs for Proposed Agenda Template • Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: OPTIMIZE	• Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options • Premium system configuration is completed and handed off for review, testing, and feedback • Configuration adjustments made per submitted feedback
PHASE 4: EDUCATE	• Live, virtual training sessions are conducted within configured site
PHASE 5: LAUNCH	• System Launch



Premium Implementation Plan

Implementation & Support Experience Designed for You

Agenda & Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable Implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to 2 Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your system with Premium customization options to map existing processes to our Agenda & Meeting Management Select system. Additional custom configurations can be made by administrative users at any time using Help Center resources.

TRAINING

Up to 4 hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda & Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.

AWARD-WINNING

CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year –

Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.



Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda & Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



Enhancement Options

CivicPlus Media: Live Streaming & On-Demand Video

Increase resident engagement and participation by sharing high-definition live video feeds of your meetings directly from Agenda & Meeting Management Select and CivicPlus Media. Stream up to 3 concurrent live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Viewers can watch videos from any device with no software or application downloads necessary. Integrated closed captioning services are available at an additional cost.

Live Meeting Manager

CivicClerk's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials.

- Display Pages – Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.
- Flexible Voting – Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.

Boards & Committees Module

The Boards and Committees module tracks vacancies, applications, and appointments. Interactive dashboards give you quick access to actionable information. Easily manage rosters and generate communications using customized templates. Store system-generated communications and other necessary documentation at the board or individual member level. Track training and other internal requirements. Additional fees apply.

Historical File Import

As part of your implementation project, we will import up to 7,500 PDF, MP4, or MP3 documents to your new system. The process includes indexing your imported agendas for keyword searching and retrieval. You and your citizens will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicPlus Agenda & Meeting Management Select by your implementation consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.



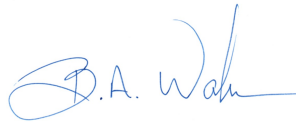
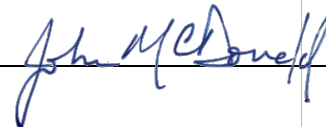
**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 23, 2024

TOPIC:	Ordinance Number 2024-XX AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2024; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.
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BACKGROUND:	Three positions are up for election this year: • Council Member – Allen Carpenter • Council Member – Joy McCormack • Mayor – Marcus Vajdos Filing for the May 4th election opened on January 17, 2024, and closed on February 16, 2024. The candidate packet was posted on the City website on January 17, 2024. If a paper packet is preferred, a candidate may obtain one in person at City Hall. The Early Voting period will run from April 22 – April 30, 2024, and the Early Voting Polling Place is City Hall. On December 2, 2021, a legislative change went into effect that no longer requires early voting to be held on two separate days for twelve (12) hours. Therefore, early voting will be held for at least nine (9) hours on each of the seven (7) days of Early Voting. Voting on Election Day, Saturday, May 4, 2024, will be from 7:00 a.m. to 7:00 p.m. at Spring Branch Middle School 1000 Piney Point Houston, TX 77024 This Ordinance would call the May General Election as well as authorize the City Administrator to execute a Joint Election Agreement with Spring Branch Independent School District (SBISD). Harris County notified us that it would not provide election services in even-numbered years, but we were able to reach out to SBISD to handle the election for us. The estimated fee for this service is \$250.00
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**Spring Valley Village City Council
Agenda Item Data Sheet**

RECOMMENDATION: Staff recommends approval of the Ordinance.	
ATTACHMENTS: • Ordinance Number 2024-XX	
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Jasmin Torres, City Secretary	CITY ADMINISTRATOR APPROVAL: 

ORDINANCE NUMBER 2024-XX

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

WHEREAS, the City of Spring Valley Village (the “City”) will hold a General Municipal Election for the purpose of electing a Mayor and two (2) City Council Member positions on May 4, 2024 (the “General Election”); and

WHEREAS, the City Council of the City (the “Council”) finds that it is in the public interest that the City enter into a joint election agreement and election services contract with Spring Branch Independent School District in order to provide the most efficient and convenient voting opportunities for the City’s General Election. **NOW THEREFORE**,

* * * * *

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

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

Section 2. That the general municipal election (the “General Election”) of the City of Spring Valley Village, Texas (the “City”), for election of members of the City Council of the City (the “Council”) shall be held between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on the 4th day of May 2024, in the corporate limits of the City. A runoff election will be held, if necessary, between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on Saturday, June 17, 2023, as established with Harris County and in accordance with the election laws of the State of Texas, all such arrangements for which are authorized by the adoption of this Ordinance and the executed joint election agreement and election services contract with Spring Branch Independent School District.

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

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

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

Section 5. That any eligible and qualified person may have his or her name placed upon the official ballot of the General Election as a candidate by submitting an application in accordance with Section 141.031 of the Texas Election Code (the “Application”). The Application must be in writing, signed, and sworn to by the candidate and it must indicate that the candidate swears to the Application. The Application may be filed with the City Secretary beginning on January 17, 2024, but not later than 5:00 p.m. on February 16, 2024. Candidate filings will be accepted in person from 7:30 a.m. to 4:30 p.m. Monday through Friday at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; by mail at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; or, by email at jtorres@springvalleytx.com.

Section 6. Spring Branch Independent School District shall designate the Main Early Voting Location for early voting for the General Election and shall appoint the Early Voting Clerk and Deputy Early Voting Clerk for early voting in person and voting by mail, who shall, upon approval of an application for ballot by mail related to the General Election, provide balloting materials to the voter in accordance with the election laws of the State of Texas. Applications for ballot by mail (the “ABBM”) shall be mailed or delivered by common or contract carrier within twenty-four (24) hours of receipt to:

By Regular Mail:
City of Spring Valley Village
Attn: City Secretary / Elections
1025 Campbell Road
Houston, TX 77055

By Phone:
(713) 465-8308

By Fax:
(713) 461-7969

By Email:
jtorres@springvalleytx.com

Section 7. That the deadline to hand-deliver an ABBM is Friday, April 19, 2024. The last day for the early voting clerk to receive applications for a ballot to be voted by mail via mail (regardless of postmarked date), common or contract carrier, is Friday, April 19, 2024, in accordance with Section 84.007(c) of the Texas Election Code. If a voter submits an ABBM via fax or email, the Early Voting Clerk must receive an original or a copy with a wet signature via mail within four (4) business days of the submission of the fax or email, in accordance with Section 84.007(b-1) of the Texas Election Code.

Section 8. That the places at which Early Voting by personal appearance shall be conducted shall be designated by Spring Branch Independent School District. During the lawful early voting period, the Early Voting Clerk shall keep such locations for early voting open for early voting as required by the Texas Election Code, at a minimum.

Section 9. That voting at the General Election, including early voting, shall be by the use of voting machines; and the ballots of the General Election shall conform to the election laws of the State of Texas, as amended. Spring Branch Independent School District,

via a joint election agreement or election services contract with the City shall obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station.

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

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

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

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

DULY PASSED, APPROVED, AND ADOPTED this the ____ day of _____, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DIVIDER PAGE

Interlocal Cooperation Agreement for Joint Elections

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (the "Agreement") is made and entered into between Spring Branch Independent School District ("SBISD") and City of Spring Valley Village ("Spring Valley"), together, the "Entities," for the purpose of the Parties conducting joint elections pursuant to Texas Election Code, Chapter 271, and Texas Education Code, Section 11.0581.

Preamble

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas;

WHEREAS, Spring Valley is a municipality of the State of Texas located partially in SBISD;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 requires that an election of trustees of an independent school district shall be held on the same date as the election for the members of the governing body of the municipality located in the school district as a joint election; the voters of a joint election shall be served by common polling places consistent with Section 271.003(b);

WHEREAS, SBISD and Spring Valley have determined that it is in the best interests of SBISD, Spring Valley, and the citizens thereof, to enter into a joint election agreement for the purpose of sharing election equipment, election supplies, election workers, tabulation services, polling locations, and electronic voting equipment; and

WHEREAS, SBISD and Spring Valley shall each order their elections for May 4, 2024 and each shall pass a resolution agreeing to a joint election.

THEREFORE, BE IT RESOLVED THAT SBISD and the City of Spring Valley Village agree as follows:

1. Chief Election Official. Each Entity agrees to appoint a Chief Election Official who shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement.
2. Conduct of Election. Although the Entities may share election responsibilities, judges, clerks and other election workers as part of the Joint Election covered by this Agreement, each Entity shall remain responsible for the lawful conduct of its election. The Entities acknowledge and agree that any election duty related to the lawful conduct of an election not expressly provided for in this Agreement is retained by each Entity. Responsibilities retained by each Entity include, but are not limited to, receipt of applications for a position on the ballot, ballot position drawings, correspondence with candidates concerning ballot applications and/or

candidate unopposed status, campaign finance reporting, and posting and publication of required election notices.

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting location as established by SBISD.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Spring Valley shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling places on Saturday, May 4, 2024, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Spring Valley shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Spring Valley's candidate position drawing and in accordance with any timetables provided by SBISD. Spring Valley agrees that SBISD shall not be responsible for the wording of the ballot language provided by

Spring Valley. SBISD shall provide Spring Valley with a ballot proof prior to finalizing the ballot for the joint election. Spring Valley shall be responsible for proofreading and approving the ballot insofar as it pertains to Spring Valley's candidates and/or propositions.

8. Election Judges and Clerks. SBISD shall be responsible for the appointment, compensation and training of all election officials for each election-day and early voting polling location, except as provided in paragraphs 4 and 5 of this Agreement, including the appointment of all judges, clerks and central counting station and early voting ballot board personnel. SBISD shall make emergency appointments of election officials if necessary. SBISD also shall notify all election judges of their appointment. Pay rates for election workers shall comply with the hourly rates required by the Texas Election and Administrative Codes for election judges and clerks. Judges and alternate judges shall also be compensated \$35.00 to attend election training. All joint polling place election workers shall receive these standardized rates of pay.
9. Voting Equipment and Election Supplies. The Entities agree to use electronic voting equipment and supplies approved by the Texas Secretary of State for the polling locations and central counting station covered by this Agreement. SBISD shall arrange for and order all equipment and supplies (i.e. election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) and shall arrange delivery of the equipment and supplies to all polling places covered by this Agreement, including the central counting station. Paper ballots will not be used by SBISD or by Spring Valley for voting on election-day, except for provisional ballots or in the instance of electrical outages or electronic equipment failure. Spring Valley acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. Spring Valley agrees that should the electronic voting system fail, it will not make any claim against SBISD for damages of any kind, including but not limited to, damages incurred by Spring Valley for having to conduct a second election as a result of such failure.
10. Early Voting Ballot Board. SBISD shall appoint an Early Voting Ballot Board (EVBB) to process early voting mail ballots received by the Entities. The EVBB shall consist of a presiding judge and at least two other members. Upon recommendation by the presiding judge, SBISD shall appoint any additional EVBB members needed. Tabulation of each Entity's mail ballots shall be conducted separately by the Early Voting Ballot Board at the central counting station on election night, at no cost to Spring Valley. A signature verification committee may be appointed in any election under this Agreement. SBISD's early voting clerk shall be responsible for determining whether a signature verification committee is to be appointed for a particular election. If the clerk determines that a committee is to be appointed, the clerk shall issue a written order calling for the appointment in accordance with the requirements of the Election Code. Appointment to the Committee shall be made by the Board of Trustees of SBISD

in accordance with the requirements of the Election Code.

11. Central Counting Station. SBISD shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of Chapter 127 of the Texas Election Code. SBISD also shall be responsible for conducting any post-election manual recounts required by Section 127.201 of the Texas Election Code. Spring Valley may provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of the election. Alternatively, Spring Valley may request that SBISD provide the election results via another means such as email. However, if an alternative means is used, SBISD shall not be responsible for technical problems with transmission. Each party to this Agreement shall be responsible for canvassing its own election returns. Central counting station personnel will be provided at no cost to Spring Valley.
12. Logic & Accuracy Tests. SBISD shall arrange and schedule the logic and accuracy testing for the tabulation equipment prior to its use in the election as required by Chapter 127 of the Texas Election Code and shall be responsible for publishing the required public notice of the date, time, and place of the logic and accuracy testing. The Entities agree and acknowledge that it shall be the responsibility of electronic voting equipment manufacturer to program and test all election equipment in accordance with the requirements of the Texas Election Code, and it is further agreed and understood that by entering into this Agreement, SBISD does not assume any responsibility for the programming or testing of the electronic voting equipment used in the election. SBISD shall be responsible for conducting the logic and accuracy tests for the tabulation equipment required by Chapter 127 of the Texas Election Code.
13. Cancellation of Election. Either Entity may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. If an Entity cancels its election, it shall promptly notify the other Entity in writing and shall be responsible only for its share of prorated expenses through the date of cancellation. The Entity remaining in the election shall then assume full responsibility and expense for conducting its own election. The Entity cancelling its election shall be responsible for preparing all orders, resolutions, and certifications associated with canceling its election pursuant to Chapter 2 of the Texas Election Code. In the event that other entities have joined in the Joint Election, and SBISD cancels its election, each remaining entity shall assume full responsibility and expense for conducting its own election. In the event that SBISD cancels its election, any remaining entity desiring SBISD to conduct its election shall make its request in writing. Should SBISD accept the entity's request, the Entity shall assume full responsibility for expenses associated with the election. In that event, polling locations (early and election-day) shall be determined by SBISD.

14. Expenses of Joint Election. Services provided to Spring Valley under this Agreement shall be a flat fee of \$250, unless SBISD cancels its election and Spring Valley does not, or Spring Valley requires a runoff election. In those instances, SBISD shall prepare and submit an invoice to Spring Valley for Spring Valley's expenses of conducting their election, which invoice shall be due and payable within thirty (30) days of receipt thereof. The Entities shall meet, if necessary, following the Joint Election to review administration and/or the expenses of the Joint Election. Spring Valley agrees and acknowledges that SBISD may from time to time invite other entities who serve voters within the same boundaries to join the Joint Election. Under such circumstances, election expenses allocated under this Agreement shall be borne proportionately by all Entities participating in the Joint Election.
15. Election Records. Each Entity hereby appoints its Chief Election Official as the general custodian of the voted ballots and **all** records of the Joint Election as authorized by Section 271.010 of the Texas Election Code. The Chief Election Officials shall work cooperatively with one another, sharing records and materials as needed. Access to the each Entity's election records shall be available to that Entity upon request as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for the electronically voted ballots shall be stored by the Chief Election Official of each Entity. Each Chief Election Official shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable. Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, each Entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Entity to bring to the attention of its records custodian notice of any pending election contest, investigation, litigation or open records request which may be filed with the Entity.
16. Joint Election Preserved. This joint election agreement shall be preserved for the period for preserving the precinct election records.
17. Recounts. A recount may be obtained as provided by Title 13 of the Texas Election Code. If either Entity requires a recount, it is understood and agreed that SBISD shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The entities agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies (including ballots, ballot boxes, and voting equipment) requested by the Entity conducting the recount. All costs of the recount shall be borne by the Entity requiring therecount.
18. Entire Agreement/Amending This Agreement. The Parties agree that this Agreement is the entire agreement between SBISD and Spring Valley and supersedes any previous oral or written agreements. This Agreement may be amended only by the mutual agreement of the Parties, in a writing to be attached to and incorporated **in** this Agreement.

19. Source of Payment. Local funds expended will be from current revenues available to the paying party. Term of Agreement. The term of this Agreement shall be for a period of one **(1)** year, commencing on the effective date hereof. Provided, however, this Agreement shall be automatically extended for additional one-year terms unless either party notifies the other in writing of non-renewal not less than 90 days prior to the expiration of the primary or any renewal term hereof. Provided further, either party to this Agreement shall be entitled to terminate same upon 90 days advance written notice.
20. No Assignment. This Agreement may not be assigned.
21. Construction and Venue. This Agreement shall be construed under the laws of the State of Texas; mandatory and exclusive venue in any action arising out of this Agreement shall be in Harris County, Texas.
22. Authorized by Governing Body. Each party acknowledges that this Agreement has been authorized by the governing bodies of both SBISD and Spring Valley.
23. No Third Party Beneficiary. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.
24. Notice. Notice under this Agreement must be in writing and may be delivered by hand delivery, fax or by certified mail to each Entity's Chief Election Official at the addresses listed on their respective signature blocks below.

CHIEF ELECTION OFFICIALS:

_____	Signature:	_____
DATE	Printed Name:	<u>Christine A. Porter</u>
	Political Subdivision:	<u>Spring Branch Independent School District</u>
	Address:	<u>955 Campbell Road</u>
	City, State Zip:	<u>Houston, Texas 77024</u>
	Telephone:	<u>(713) 251-2213</u>
	Fax:	<u>(713) 251-9185</u>
	Email:	<u>christine.porter@springbranchisd.com</u>

_____	Signature:	_____
DATE	Printed Name:	_____
	Political Subdivision:	<u>City of Spring Valley Village</u>
	Address:	<u>1025 Campbell Rd.</u>
	City, State Zip:	<u>Houston, Texas 77055</u>
	Telephone:	_____
	Fax:	_____
	Email:	_____

Agreed this ____ day of _____, 202__

Agreed this ____ day of _____, 202__

President
Board of Trustees of
Spring Branch Independent
School District

Mayor
City of Spring Valley Village