EST. 1955

SPRING VALLEY

VILLAGE

Regular City Council Meeting

March 26, 2024

6:00 p.m.

Marcus Vajdos, Mayor
Steve Bass
David Dominy

Allen Carpenter, Mayor Pro Tem
John Lisenby
Joy McCormack

EST. 1955
SPRING VALLEY
VILLAGE

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, March 26, 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/82821477246

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: 828 2147 7246 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 February 27, 2024

6.3 Resolution 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: February 2024 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. Status of Brighton Place Pavement & Utility Improvement
2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle) Pavement & Utility Improvement

9. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on February 28, 2024, and Any Special Meetings That May Have Occurred since February 28, 2024. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

NEW BUSINESS

10. CONDUCT A PUBLIC HEARING CONCERNING: Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof

recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.

A. Presentation of Replat

B. Those in Favor

C. Those Opposed

D. Adjourn Public Hearing

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.

12. **CONDUCT A PUBLIC HEARING AND POSSIBLE ACTION CONCERNING:** A Complaint Filed By The City Administrator Regarding A Substandard Structure At 1109 Loeser Drive Owned By Mr. Clement R. Valigura

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE APRIL 10, 2024 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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 FOR THE GULF COAST COALITION OF CITIES

14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE AGREEMENT FOR ENGINEERING REVIEW SERVICES FOR DRAINAGE PLAN REVIEWS BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF

TO REPORT TO THE CITY ADMINISTATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS, ARTICLE 1.1900, CITY PARK FUND, AND ARTICLE 1.2100, RULES AND REGULATIONS OF GREENSPACE, IN THEIR ENTIRETY; AND CREATING A NEW CHAPTER 14, PARKS AND GREENSPACE, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A PENALTY FOR EACH VIOLATION OF ANY PROVISION HEREOF.

17. **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:

    17.1 Section 551.074 – Personnel Matters to deliberate the evaluations and duties of the City Administrator.

18. **RECONVENE**

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

20. **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 March 26, 2024 agenda of items to be considered by City Council was posted on or before the 22nd day of March 2024, at 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: J. Torres

Jasmin Torres
City Secretary

In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 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, FEBRUARY 27, 2024 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 6:02 p.m.

Members Present:
Mayor Marcus Vajdos
Mayor Pro Tem Allen Carpenter
Council Member Steve Bass
Council Member David Dominy (by video conference)
Council Member John Lisenby
Council Member Joy McCormack

Members Absent:
None.

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
Loren Smith, City Attorney
Brent Walker, City Treasurer
Kristina Watson, Public Works Director
Susan Thornhill, Assistant City Treasurer
Mark Schulze, Chief of Police
David Dixon, Police Commissioner
Justin Lane, Police Captain
Carlos Menchaca, Lieutenant

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

None.

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.

None.

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 January 23, 2024

6.2 Resolution 24-02 – A Resolution Of The City Council Of The City Of Spring Valley Village, Texas, Approving An Interlocal Agreement Between Harris County, Texas, And The City Of Spring Valley Village, Texas, To House, Support, Maintain, And Confine Municipal Prisoners In Harris County Jails; Providing For The Incorporation Of Preamble; Authorizing Execution Of The Agreement By The Mayor; And Providing An Effective Date.

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

OLD BUSINESS

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

Captain Lane provided the Police Department Staff Report to the Council.

1. Number of Calls for Service – 3,518
2. Number of Traffic Violations – 871
3. Swift Water Update – Officer Hale briefed the Council on the forty (40) hour training that he and another office received in November of 2023 regarding the Swift Water Gear that will be available to be used for the Police Department. Because of this new training and new resource, there are now officers in every shift who are Swift Water Certified and trained should the need arise in the event of an emergency.

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

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

   Public Works Director Kristina Watson informed the Council that the Bingle Road Diet is no longer a project for the City of Houston. City staff has reached out to Lone Star Paving for a quote to re-stripe Bingle Road. City Administrator John McDonald and Public Works Director Kristina Watson have reached out to other engineering firms based on recommendations received to have another traffic study with current and accurate numbers.

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

Public Works Director Kristina Watson informed the Council that a public meeting was held with residents of the neighborhood at City Hall at the end of January. A noted concern of residents was about the traffic plan during the project. Gessner Engineering re-visited the traffic control plan and made some revisions based on resident's feedback. Those revisions are currently with On Par for review for any potential updated pricing that could arise. We anticipate this Phase 1 of the project, Cedarspur Drive to officially kick-off the first part of March.

9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on January 24, 2024, and Any Special Meetings That May Have Occurred since January 24, 2024. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

At this time, Interim Chief Miller presented his monthly update and report to the City Council regarding the Village Fire Department. Regarding staffing, Captain Swiner has returned from being off duty due to an injury. Earlier in January three (3) new hires started and took their oath of office, of those new hires one fire medic has resigned. The replacement should be on board by the end of March. For apparatus and equipment, the was a radiator leak in the reserve engine, and while in the shop pump testing was performed. Engine and Ladder One (1) had their annual pump testing. The reserve ambulance, medic three (3) had all new tires replaced. The annual inspection of the underground fuel tanks was performed this month as well. There were no major events for Spring Valley Village in the month of February. In January, Spring Valley Village had a total of forty-nine (49) incidents. Of which, twenty (20) were fire-related, twenty-seven (27) were EMS and two (2) were non-emergency with a total response time of four (4) minutes and seventeen (17) seconds.

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING**: Approval of funds to repair motor for Water Well #2 in an amount not to exceed $76,704.00.

Council Member Bass made a motion to approve the use of funds to repair the motor for Water Well #2 in an amount not to exceed $76,704.00, Council Member McCormack seconded the motion. Motion carried 5-0.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-04 – 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 A PAVEMENT CONDITION ASSESSMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND FUGRO USA LAND, 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.

Mayor Vajdos read the Resolution by caption only. Council Member Lisenby made a motion to approve the proposal for engineering services to prepare and submit a pavement condition assessment with Fugro Land, Inc., Council Member Bass seconded the motion. Motion

carried 5-0.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

    Mayor Vajdos read the Ordinance by caption only. No action.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-03 – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 7, OFFENSES AND NUISANCES, OF THE CODE OF ORDINANCES BY THE ADOPTION OF A NEW ARTICLE 7.900, CAMPING IN PUBLIC PLACE PROHIBITED, ESTABLISHING A PROHIBITION AGAINST CAMPING IN PUBLIC PLACES, AMENDING SEC. 1.2103, REGULATIONS, OF ARTICLE 1.2100, RULES AND REGULATIONS OF CITY GREENSPACE, SEC. 1.1803, OFFENSES, OF ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS OF CHAPTER 1, GENERAL PROVISIONS; PROVIDING A SEVERABILITY CLAUSE, ENFORCEMENT PROCEDURES, AND A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION.

    Mayor Vajdos read the Ordinance by caption only. Council Member Bass made a motion to approve the ordinance amending Chapter 7, offenses and nuisances, of the code of ordinances, and Council Member Carpenter seconded the motion. Motion carried 5-0.

14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-02: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 4, 2024 GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 4, 2024 GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

    Mayor Vajdos read the Ordinance by caption only. Council Member Bass made a motion to approve Ordinance No. 2024-02 cancelling the May 4, 2024 General Election, and Council Member Lisenby seconded the motion. Motion carried 5-0.

15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING**: Award Of Competitive Sealed Bid Number CSB#2023-12-105 For Brighton Place Paving and Utility Improvements Project To Conrad Construction Co, LTD. In An Amount Not To Exceed $6,250,674.50, (Total Bid Amount).

16. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-03 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY

VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION CO, LTD. FOR THE BRIGHTON PLACE PAVEMENT AND UTILITY IMPROVEMENT PROJECT (CSB 2023-12-105); 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.

Agenda items 15 and 16 were considered together by the Council. The award of Competitive Sealed Bid #2023-12-105 for Brighton Place Paving and Utility Improvement Project to Conrad Construction Co, LTD, and the motion for approval of the resolution approving the terms and conditions of the contract approving this bid were considered together. Mayor Vajdos read the Resolution by caption only. Council Member McCormack made a motion to approve Resolution No. 24-06, and Council Member Lisenby seconded the motion with a recommendation to approve the terms and conditions of the contract by and between the City of Spring Valley Village and Conrad Construction Co. LTD, for the Brighton Place Paving and Utility Improvement Project. Motion carried 5-0.

17. ADJOURNMENT

Council Member McCormack motioned to adjourn the meeting at 6:56 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	March 26, 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 AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	On February 6, 2024, the Spring Valley Village Municipal Court received a revised Interlocal Agreement to continue with the Failure to Appear Program. The Interlocal Agreement provides for the City to participate in the Failure to Appear Program offered by the Texas Department of Public Safety. Through this Program, the City will provide information to TxDPS that is necessary to deny renewal of driver's licenses for failure to appear and/or for failure to satisfy a judgment ordered against a defendant. The City may retain $4 out of each $10 administrative fee assessed. If approved, the Interlocal Agreement would automatically renew each year, for up to five additional years, unless terminated earlier.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 24-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# 10-01-5313 ☐ 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:	D.A. Wahl
SUBMITTING STAFF MEMBER: Rolando Rodriguez, Court Administrator / Deputy City Secretary	**CITY ADMINISTRATOR APPROVAL:** John McDonald

RESOLUTION NUMBER 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR THE FAILURE TO APPEAR PROGRAM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has before it a proposed Interlocal Agreement for between the Texas Department of Public Safety and the City of Spring Valley Village, Texas for the Failure to Appear Program ("the Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement between the Texas Department of Public Safety and the City of Spring Valley Village, Texas.

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

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

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

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

ATTEST:

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

EXHIBIT “A”

TO

RESOLUTION NUMBER 24-XX

Interlocal Cooperation Contract
Failure to Appear Program

State of Texas
County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

Ii. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination.*

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required $10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate $6.00 of each $10.00 reimbursement fee received for payment to the Vendor and $4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the $10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of $6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required $10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

A. Compliance with Law. This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

B. Notice. The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court		**Department of Public Safety**
Attn.:		Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address:		
Address:		
Fax:		
Email:		
Phone:		

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	**Department of Public Safety**
Authorized Signatory	**Driver License Division Chief or Designee**
Title	
Date	**Date**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Police Department
Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

02\01\2024
thru 02\29\2024
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	3
6	ACCIDENT	21
145	ACCIDENT - FSGI	7
22	ALARM	24
23	AMBULANCE CALL	13
24	ANIMAL CALL	8
43	ASSIST OUTSIDE AGENCY	4
135	BUSINESS CHECK	2,555
53	DEBRIS IN ROADWAY	3
60	FIRE CALL	1
65	GAS LEAK	1
68	HOUSE CHECK	77
70	INFORMATION	53
71	INVESTIGATION	9
76	LOUD NOISE	5
159	MOTORIST ASSIST	12
81	OPEN DOOR	14
162	PARKING VIOLATION	3
86	PUBLIC RELATIONS	171
96	SOLICITOR	8
97	SPECIAL ASSIGNMENT	2
99	STALLED VEHICLE	20
100	STREET LIGHT REPAIR	1
103	SUSPICIOUS ACTIVITY	9
104	SUSPICIOUS PERSON	17
105	SUSPICIOUS VEHICLE	19
108	TRAFFIC CONTROL	4
11	TRAFFIC STOP	517
111	VEHICLE BLOCKING ROADWAY	1
163	VIOLATION OF CITY ORDINANCE	1
42	WARRANT SERVICE	1
116	WATER LEAK	1
117	WELFARE CONCERN	2
	Total	3,587

Spring Valley Village, TX PD
Citation Violation Audit by Offense

Violation Count

February 1, 2024 - February 29, 2024

Official: All
Official Assignment:
Type of Stop: All
Stop Result: All
STEP: NONE

CHANGED LANE WHEN UNSAFE	1
CHILD (4-17) NOT SECURED BY SAFETY BELT	6
CRIMINAL TRESPASSING	1
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	3
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	63
DEFECTIVE HEAD LAMPS	83
DEFECTIVE HEAD LIGHTS	28
DEFECTIVE STOP LAMP(S)	38
DEFECTIVE STOP LIGHTS-TRAILER	4
DEFECTIVE TAIL LAMP(S)	30
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	8
DISPLAY/ EXPIRED REGISTRATION	266
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	11
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	34
EXPIRED BUYER TAG	10
EXPIRED DEALER TAG	2
EXPIRED DRIVERS LICENSE	17
FAIL TO CONTROL SPEED	1
FAIL TO DISPLAY DRIVERS LICENSE	4
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THI..	1
FAIL TO MAINTAIN FINANCIAL RESP. 2ND OFFENSE	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	152
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	5
FAILED TO DIM HEADLIGHTS - FOLLOWING	7
FAILED TO DIM HEADLIGHTS - MEETING	21
FAILED TO SIGNAL TURN / LANE CHANGE	4
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	7
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	1
FAILED TO YIELD ROW TO EMERGENCY VEHICLE	1
ILLEGAL BUYERS TAGS	4
ILLEGAL PARKING - FIRE LANE - SHOP CTR	1
ILLEGAL PARKING - NO PARKING ANY TIME	1

Spring Valley Village, TX PD
Citation Violation Audit by Offense

Violation Count

February 1, 2024 - February 29, 2024

Official: All
Official Assignment:
Type of Stop: All
Stop Result: All
STEP: NONE

ILLEGAL PARKING-FIRE LANE	1
ILLEGAL PASSING - LEFT TURN ONLY LANE	1
ILLEGAL WINDOW TINT	10
IMPROPER TURN	2
NO DRIVERS LICENSE	114
NO FRONT LICENSE PLATE	19
NO LICENSE NUMBER PLATES-TRAILER	5
NO OR DEFECTIVE WHITE LIGHT ON FRONT OF BICYCLE AT NIGHT	1
NO RED REFLECTOR ON BICYCLE	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	4
OPERATE UNREGISTERED MOTOR VEHICLE	11
PARKED IN PROHIBITED AREA	1
RAN RED LIGHT	7
RAN STOP SIGN	48
RIDING BICYCLE ON WRONG SIDE OF ROAD	1
SPEEDING (NU)	3
SPEEDING >10% ABOVE POSTED LIMIT	104
SPEEDING IN SCHOOL ZONE	30
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	1
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	3
UNREGISTERED MOTOR VEHICLE TRAILER	2
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1
UNSAFE U-TURN	1
WRONG LICENSE PLATE OR INSIGNIA	2
WRONG/ALTERED/OBSCURED LICENSE PLATE	6
Grand Total	**1,198**

Spring Valley Village
City Council
Agenda Item Data Sheet

MEETING DATE March 26, 2024

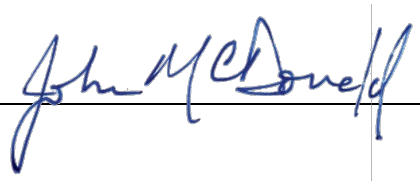
TOPIC	**Conduct a Public Hearing on:** **A replat of:** Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.

BACKGROUND	White Development has submitted a replat application to create one lot out of two existing tracts located in Dwelling District "A", and generally known as 8702 Burkhart: Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas. This replat would create two lots: • Lot 1: 11,092.83 SF (0.2546 AC) • Lot 2: 16,955.77 SF (0.3892 AC) The proposed lots meet or exceed the following Dwelling District "A" minimums: • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet Notice Information: Property Owners within 200 Feet: 28 Letters mailed. Notification Letters mailed: February 26, 2024 Legal Notice Published: February 27, 2024 Notifications Signs Posted: February 27, 2024

	The VFD Fire Marshal has reviewed the plat and supports its approval. During the public hearing held before the Planning and Zoning Commission, a neighbor expressed concerns that Lot 2 would not be accessible due to their "ownership" of the access road. The City Attorney reviewed the title documents supplied by White Development as well as the documents submitted by the neighbor in question. After reviewing everything, he is satisfied that White Development is permitted to use the access road for ingress/egress to the lot.

RECOMMENDATION	No action required during the public hearing.

ATTACHMENTS	• Replat • Plat submittal application including supporting documentation • Survey • Copy of Notice of Public Hearing • Affidavit of Sign Posting

SUBMITTING STAFF MEMBER	**CITY ADMINISTRATOR APPROVAL**
John McDonald **City Administrator**	

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, WHITE DEVELOPMENT, INC., ACTING BY AND THROUGH CHARLES WHITE, ITS OWNER, BEING OFFICERS OF WHITE DEVELOPMENT, INC., OWNERS HEREINAFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 0.6514-ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF WHITE DEVELOPMENT, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, OR PERMANENT ACCESS EASEMENTS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT FIVE FEET IN WIDTH FROM A PLANE TWENTY FEET (20') ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY, OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN FEET (15' 0") WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF HOUSTON, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS HEREBY CERTIFY THAT THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.

IN TESTIMONY WHEREOF, THE WHITE DEVELOPMENT, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHARLES WHITE, ITS OWNER, THEREUNTO AUTHORIZED, THIS ___ DAY OF _____, 2024.

WHITE DEVELOPMENT, INC.

_____
CHARLES WHITE, OWNER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES WHITE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

I, NATHAN ALAN PARE, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH (3/4") AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

_____
NATHAN ALAN PARE
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6845

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON. IN TESTIMONY WHEREOF WITNESS THIS OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

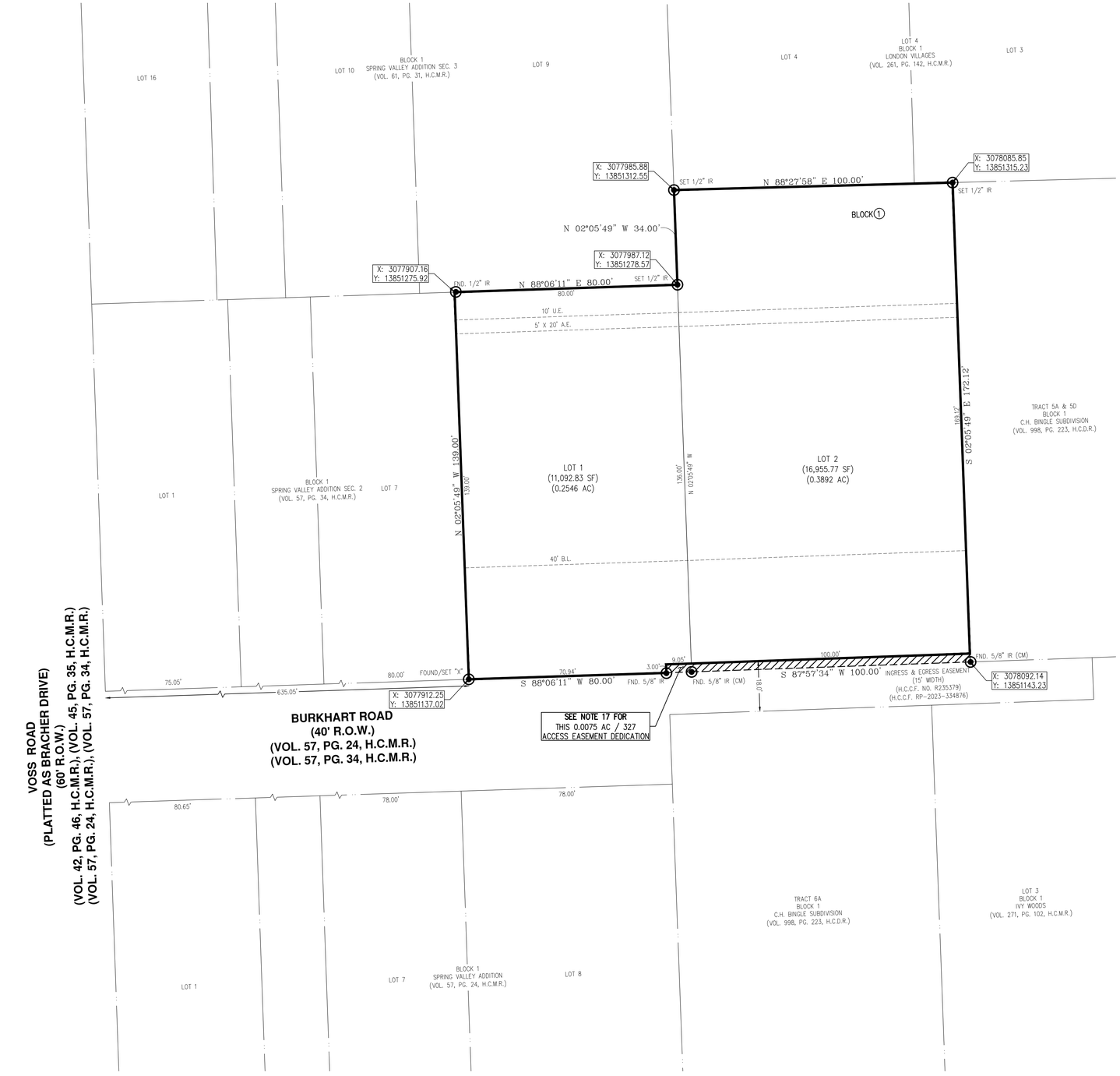
BY: _____
W.K. (TREY) HOFFMAN, CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF SPRING VALLEY VILLAGE, TEXAS

THIS IS TO CERTIFY PLANS AND SPECIFICATIONS FOR ALL STREETS, DRAINAGE STRUCTURES SANITARY SEWER LINES, WATER DISTRIBUTION LINES AND FIRE HYDRANTS IN THE SUBDIVISION HAVE BEEN PREPARED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND HAVE BEEN APPROVED BY ME. IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE PUBLIC WORKS DIRECTOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

BY: _____
KRISTINA WATSON
PUBLIC WORKS DIRECTOR
CITY OF SPRING VALLEY VILLAGE, TEXAS

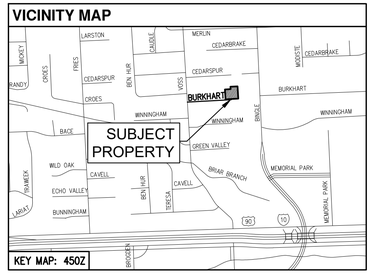
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON, IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

BY: _____
MARCUS VAJDOS, MAYOR
CITY OF SPRING VALLEY VILLAGE, TEXAS



0 20 40
GRAPHIC SCALE: 1" = 20'

VICINITY MAP



KEY MAP: 450Z

GENERAL NOTES & LEGEND

1. B.L. DENOTES BUILDING LINE.
2. H.C.C.F. DENOTES HARRIS COUNTY CLERK'S FILE.
3. H.C.M.R. DENOTES HARRIS COUNTY MAP RECORDS.
4. H.C.D.R. DENOTES HARRIS COUNTY DEED RECORDS.
5. U.E. DENOTES UTILIY EASEMENT.
6. FND. IR/IP DENOTES FOUND IRON ROD/IRON PIPE.
7. VOL., PG. DENOTES VOLUME, PAGE.
8. A.E. DENOTES AERIAL EASEMENT .
9. SF DENOTES SQUARE FEET.
10. AC DENOTES ACRES.
11. CM DENOTES CONTROL MONUMENT.
12. SUBJECT TRACT DOES NOT LIE WITHIN THE DESIGNATED 100 YEARS FLOOD PLAN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 48201C 0645L, DATED 6/18/2007. (ZONE X) SHOWN BY GRAPHIC PLOTTING ONLY.
13. INFORMATION SHOWN ON THIS PLAT WAS BASED ON CITY PLANNING LETTER ISSUED BY TEXAS AMERICAN TITLE COMPANY, GF#7910-23-4204 WITH AN EFFECTIVE DATE OF SEPTEMBER 22, 2023.
14. ALL BEARINGS ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE ON BURKHART ROAD.
15. THE OWNER FURTHER ACKNOWLEDGE AND AGREE THAT THIS PLAT DOES NOT ATTEMPT TO ALTER OR REMOVE ANY RESTRICTIVE COVENANTS AS FILED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
16. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR: 1.00000.
17. THIS ACCESS AGREEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO THIS OR OTHER ADJOINING REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR THE FIRE DEPARTMENT, POLICE, AND EMERGENCY USE IN ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF SPRING VALLEY VILLAGE, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

METES & BOUNDS DESCRIPTION

TRACT 1:

LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2:

BEING A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAME BEING THAT TRACT OF LAND CONVEYED TO KENNETH L. JONES AND WIFE, ROSALIE JONES (TRACT 2) BY DEED RECORDED IN DOCUMENT NO. E953402, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO RAY N. ANDERSON, JR., AND WIFE, BETTY JOYCE ANDERSON, BY DEED RECORDED IN VOLUME 6953, PAGE 577, DEED RECORDS OF HARRIS COUNTY, TEXAS, AND LYING ALONG THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, AS DESCRIBED IN DOCUMENT NO. R235379, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 87 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 8, IN BLOCK 2, OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

THENCE NORTH 02 DEGREES 05 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8 OF SPRING VALLEY ADDITION, SECTION 2, A DISTANCE OF 173.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE EAST LINE OF LOT 9, BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, AND
BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, OF LONDON VILLAGE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 261, PAGE 142 OF THE PLAT RECORDS OF HARRIS COUNTY, TEXAS, FROM WHICH A FENCE POST FOUND BEARS SOUTH 84 DEGREES 27 MINUTES 12 SECONDS WEST, A DISTANCE OF 1.42 FEET FOR WITNESS;

THENCE NORTH 88 DEGREES 27 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4 OF LONDON VILLAGE, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE SOUTH LINE OF LOT 3 OF SAID LONDON VILLAGE, AND BEING THE NORTHWEST CORNER OF AFOREMENTIONED ANDERSON TRACT;

THENCE SOUTH 02 DEGREES 05 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID ANDERSON TRACT, A DISTANCE OF 172.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,256 SQUARE FEET OR 0.40 ACRES OF LAND, MORE OR LESS.

WHITE DEVELOPMENT

A SUBDIVISION OF A 0.6514-ACRE TRACT OF LAND BEING A REPLAT OF, LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. AND A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
REASON FOR REPLAT: TO CREATE TWO (2) SINGLE-FAMILY RESIDENTIAL LOT

MARCH 2024

OWNER/DEVELOPER:
WHITE DEVELOPMENT, INC.
3307 WILLOW RIDGE DR
BRYAN, TEXAS 77807
PHONE: 827-844-8407

SURVEYOR:
CBG SURVEYING TEXAS, LLC
419 CENTURY PLAZA DRIVE #210
HOUSTON, TEXAS 77073
PHONE: 281-443-9288
FIRM # 10194280

APPLICANT:
PIONEER ENGINEERING
2301 COMMERCE STREET, # 250
HOUSTON, TEXAS 77002
PHONE: 832-307-0010
FIRM NO. 18084

PEPN: 23037

I, TENESHIA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON ____, 20___, AT ____ O'CLOCK __.M., AND DULY RECORDED ON _____, 20___, AT ____ O'CLOCK __.M., AND AT FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
TENESHIA HUDSPETH
COUNTY CLERK
OF HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

WE, FIRST FINANCIAL BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS WHITE DEVELOPMENT, SAID LIENS BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. RP-2023-144268 OF THE O.P.R.O.R.P. OF HARRIS COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

BY: _____

PRINT NAME: _____

TITLE: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

Spring Valley Village
Planning & Zoning Commission
Agenda Item Data Sheet

MEETING DATE March 12, 2024

TOPIC	**Conduct a Public Hearing on:** **A replat of:** Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.

BACKGROUND	White Development has submitted a replat application to create one lot out of two existing tracts located in Dwelling District "A", and generally known as 8702 Burkhart: Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas. This replat would create two lots: • Lot 1: 11,092.83 SF (0.2546 AC) • Lot 2: 16,955.77 SF (0.3892 AC) The proposed lots meet or exceed the following Dwelling District "A" minimums: • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet Notice Information: Property Owners within 200 Feet: 28 Letters mailed. Notification Letters mailed: February 26, 2024 Legal Notice Published: February 27, 2024 Notifications Signs Posted: February 27, 2024

RECOMMENDATION	No action required during the public hearing.

ATTACHMENTS	• Replat • Plat submittal application including supporting documentation • Survey • Notice of Public Hearing information • Affidavit of Sign Posting

SUBMITTING STAFF MEMBER	**CITY ADMINISTRATOR APPROVAL**
John McDonald **City Administrator**	

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, WHITE DEVELOPMENT, INC., ACTING BY AND THROUGH CHARLES WHITE, ITS OWNER, BEING OFFICERS OF WHITE DEVELOPMENT, INC., OWNERS HEREINAFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 0.6514-ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF WHITE DEVELOPMENT, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, OR PERMANENT ACCESS EASEMENTS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT FIVE FEET IN WIDTH FROM A PLANE TWENTY FEET (20') ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY, OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN FEET (15' 0") WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF HOUSTON, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS HEREBY CERTIFY THAT THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.

IN TESTIMONY WHEREOF, THE WHITE DEVELOPMENT, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHARLES WHITE, ITS OWNER, THEREUNTO AUTHORIZED, THIS ___ DAY OF _____, 2024.

WHITE DEVELOPMENT, INC.

_____
CHARLES WHITE, OWNER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES WHITE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

I, NATHAN ALAN PARE, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH (3/4") AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

_____
NATHAN ALAN PARE
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6845

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON. IN TESTIMONY WHEREOF WITNESS THIS OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ___ DAY OF _____, 2024.

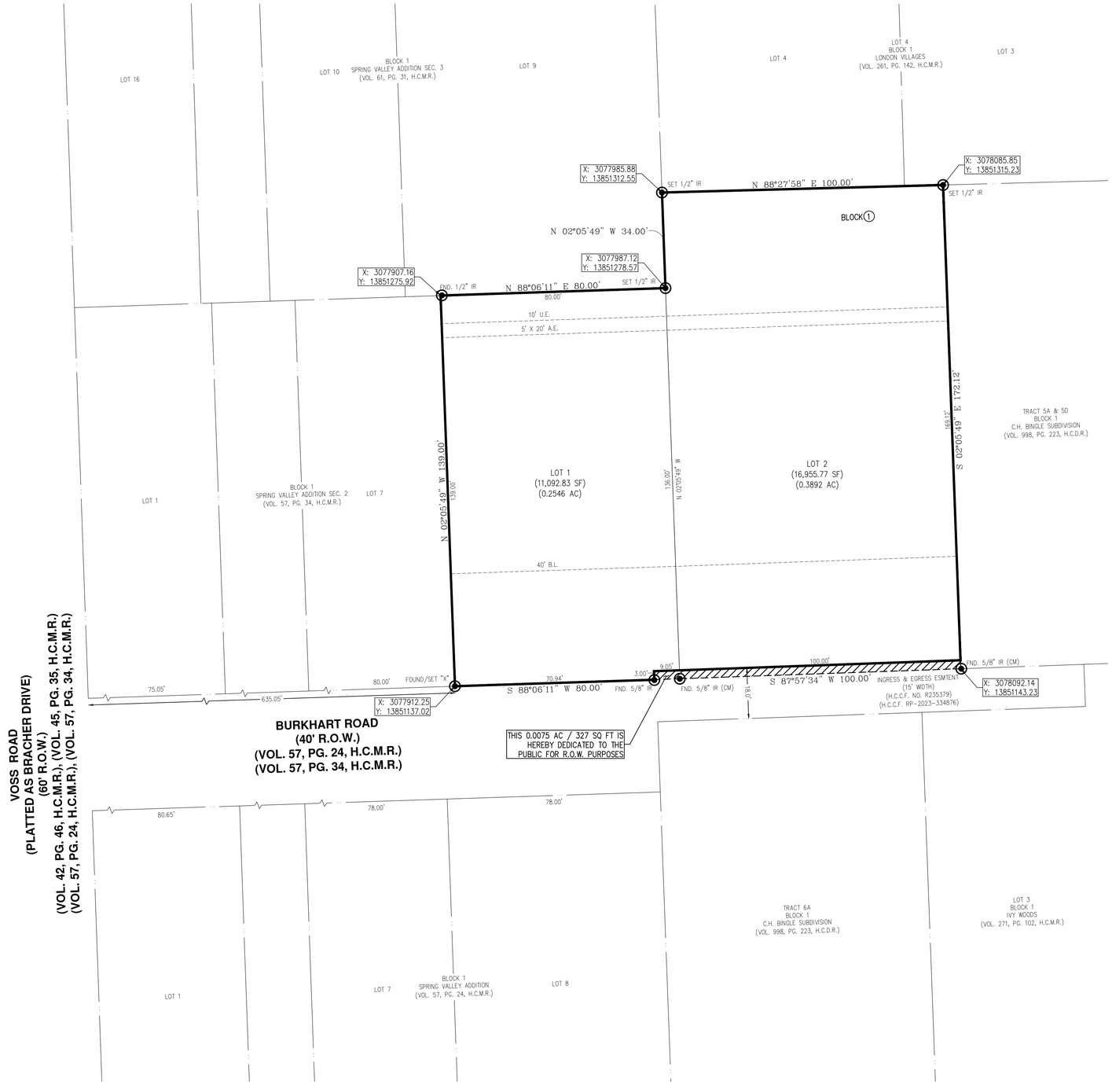
BY: _____
W.K. (TREY) HOFFMAN, CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF SPRING VALLEY VILLAGE, TEXAS

THIS IS TO CERTIFY PLANS AND SPECIFICATIONS FOR ALL STREETS, DRAINAGE STRUCTURES SANITARY SEWER LINES, WATER DISTRIBUTION LINES AND FIRE HYDRANTS IN THE SUBDIVISION HAVE BEEN PREPARED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND HAVE BEEN APPROVED BY ME. IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE PUBLIC WORKS DIRECTOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ___ DAY OF _____, 2024.

BY: _____
ERIK TSCHANZ
PUBLIC WORKS DIRECTOR
CITY OF SPRING VALLEY VILLAGE, TEXAS

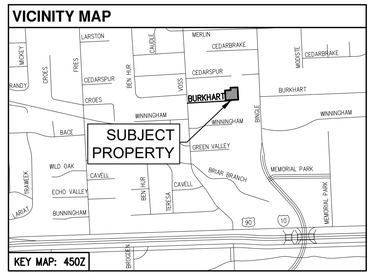
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON, IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ___ DAY OF _____, 2024.

BY: _____
TOM S. RAMSEY, MAYOR
CITY OF SPRING VALLEY VILLAGE, TEXAS



0 20 40
GRAPHIC SCALE: 1" = 20'

VICINITY MAP



GENERAL NOTES & LEGEND

1. B.L. DENOTES BUILDING LINE.
2. H.C.C.F. DENOTES HARRIS COUNTY CLERK'S FILE.
3. H.C.M.R. DENOTES HARRIS COUNTY MAP RECORDS.
4. H.C.D.R. DENOTES HARRIS COUNTY DEED RECORDS.
5. U.E. DENOTES UTILIY EASEMENT.
6. FND. IR/IP DENOTES FOUND IRON ROD/IRON PIPE.
7. VOL., PG. DENOTES VOLUME, PAGE.
8. A.E. DENOTES AERIAL EASEMENT .
9. SF DENOTES SQUARE FEET.
10. AC DENOTES ACRES.
11. CM DENOTES CONTROL MONUMENT.
12. SUBJECT TRACT DOES NOT LIE WITHIN THE DESIGNATED 100 YEARS FLOOD PLAN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 48201C 0645L, DATED 6/18/2007. (ZONE X) SHOWN BY GRAPHIC PLOTTING ONLY.
13. INFORMATION SHOWN ON THIS PLAT WAS BASED ON CITY PLANNING LETTER ISSUED BY TEXAS AMERICAN TITLE COMPANY, GF#7910-23-4204 WITH AN EFFECTIVE DATE OF SEPTEMBER 22, 2023.
14. ALL BEARINGS ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE ON BURKHART ROAD.
15. THE OWNER FURTHER ACKNOWLEDGE AND AGREE THAT THIS PLAT DOES NOT ATTEMPT TO ALTER OR REMOVE ANY RESTRICTIVE COVENANTS AS FILED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
16. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR: 1.00000.

I, TENESHIA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 20___, AT _____ O'CLOCK _.M., AND DULY RECORDED ON _____, 20___, AT _____ O'CLOCK _.M., AND AT FILM CODE NUMBER _____, OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
TENESHIA HUDSPETH
COUNTY CLERK
OF HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

WE, FIRST FINANCIAL BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS WHITE DEVELOPMENT, SAID LIENS BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. RP-2023-144268 OF THE O.P.R.O.R.P. OF HARRIS COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREON TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

BY: _____

PRINT NAME: _____

TITLE: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

METES & BOUNDS DESCRIPTION

TRACT 1:

LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2:

BEING A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAME BEING THAT TRACT OF LAND CONVEYED TO KENNETH L. JONES AND WIFE, ROSALIE JONES (TRACT 2) BY DEED RECORDED IN DOCUMENT NO. E953402, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO RAY N. ANDERSON, JR., AND WIFE, BETTY JOYCE ANDERSON, BY DEED RECORDED IN VOLUME 6953, PAGE 577, DEED RECORDS OF HARRIS COUNTY, TEXAS, AND LYING ALONG THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, AS DESCRIBED IN DOCUMENT NO. R235379, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 87 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 8, IN BLOCK 2, OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

THENCE NORTH 02 DEGREES 05 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8 OF SPRING VALLEY ADDITION, SECTION 2, A DISTANCE OF 173.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE EAST LINE OF LOT 9, BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, AND
BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, OF LONDON VILLAGE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 261, PAGE 142 OF THE PLAT RECORDS OF HARRIS COUNTY, TEXAS, FROM WHICH A FENCE POST FOUND BEARS SOUTH 84 DEGREES 27 MINUTES 12 SECONDS WEST, A DISTANCE OF 1.42 FEET FOR WITNESS;

THENCE NORTH 88 DEGREES 27 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4 OF LONDON VILLAGE, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE SOUTH LINE OF LOT 3 OF SAID LONDON VILLAGE, AND BEING THE NORTHWEST CORNER OF AFOREMENTIONED ANDERSON TRACT;

THENCE SOUTH 02 DEGREES 05 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID ANDERSON TRACT, A DISTANCE OF 172.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,256 SQUARE FEET OR 0.40 ACRES OF LAND, MORE OR LESS.

WHITE DEVELOPMENT

A SUBDIVISION OF A 0.6514-ACRE TRACT OF LAND BEING A REPLAT OF, LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. AND A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

REASON FOR REPLAT: TO CREATE TWO (2) SINGLE-FAMILY RESIDENTIAL LOT

DECEMBER 2023

OWNER/DEVELOPER:
WHITE DEVELOPMENT, INC.
3307 WILLOW RIDGE DR
BRYAN, TEXAS 77807
PHONE:827-844-8407

SURVEYOR:
CBG SURVEYING TEXAS, LLC
419 CENTURY PLAZA DRIVE #210
HOUSTON, TEXAS 77073
PHONE:281-443-9288
FIRM # 10194280

APPLICANT:
PIONEER ENGINEERING
2301 COMMERCE STREET, # 250
HOUSTON, TEXAS 77002
PHONE:832-307-0010
FIRM NO. 18084

PEPN: 23037

EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - $500
Specific Use Permit Application - $500
Planned Area Development District (PADD) Application - $7,000
Amendment to Planned Area Development District (PADD) Application - $1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- [x] Application
- [x] Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- [x] Letter from property owner
- [x] Metes and bounds of the site and county slide number of plat (if recorded)
- [x] Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- [x] A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: _____

Geographical Location: 8702 Burkheart St - Lot 8, Block 2, Spring Valley Addition Section 2
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: _____

Submittal Type:

- [ ] Preliminary Plat
- [ ] Final Plat
- [ ] Amending Plat
- [ ] Preliminary Replat
- [x] Final Replat
- [ ] Specific Use Permit
- [ ] Specific Use Permit Amendment

Reason for Replat or Amending Plat:

Create two lots from one large lot, single-family residential

Type of Plat:

- [x] Single Family Residential
- [ ] Zero Lot Line Patio Homes
- [ ] Planned Area Development District
- [ ] Planned Area Development
- [ ] Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.6514 Typical Lot Size: ~28,000

Number Lots: 2 Number of Streets: 0

Numbers and Types of Reserves: 0 Total Acres in Reserve: 0

Zoning District: Spring Valley - A-District A

Applicant: White Development Inc

Contact Name: Charlie White

Address: 3307 Willow Ridge Drive Bryan TX 77807

Phone: 281-844-8407 Fax: _____

Email: Charlesfwhite@yahoo.com

Owner: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: Same

Engineer or Planner: Pioneer Engineering, LLC

Contact Name: Jessica Romero, Ali Tabboush, PE

Address: 2301 Commerce Street, STE 250, Houston, TX 77002

Phone: 832-307-0010 Fax: _____

Email: jromero@pioneerengineer.com

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.**

Applicant's Signature **Date** 1/30/24

City of Spring Valley Village

Plat Application

Community Development

Based on the City Findings and Information provided by Zach Meadows , these two lots only show to have Metes and Bounds , Not 2 individual plated lots as the Survey indicates.

These two lots need to be plated.

They far exceed the lot minimum requirements of the City.

Thanks,

Charlie White

281-844-8407

ABSTRACT SERVICES OF HOUSTON
A division of Title Houston Holdings

7500 San Felipe, Suite 1020
Houston, TX 77063
713.589.9000 (OFFICE)
713.231.5028 (FAX)

CITY PLANNING LETTER

GF Number: 7910-23-4204

Date: September 22, 2023

To: City Planning Department/City of Houston
4th Floor City Hall Annex
Houston, Texas 77001

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 13th day of September 2023, we find the following:

Property Description:

Tract 1:

Lot 8, in Block 2 of SPRING VALLEY ADDITION, SECTION 2, a subdivision in Harris County, Texas according to the Map or Plat thereof, recorded in Volume 57, Page 34 of the Map Records of Harris County, Texas.

Tract 2:

Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas according to the Map or Plat thereof, recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas, same being that tract of land conveyed to Kenneth L. Jones and wife, Rosalie Jones (Tract 2) By deed recorded in Document No. E953402, Official Public Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner being the Southwest corner of that tract of land conveyed to Ray N. Anderson, Jr., and wife, Betty Joyce Anderson, by deed recorded in Volume 6953, Page 577, Deed Records of Harris County, Texas, and lying along the North line of an ingress and egress easement, as described in Document No. R235379, Official Public Records of Harris County, Texas;

THENCE South 87 degrees 57 minutes 34 seconds West, along said North line of said ingress and egress easement, a distance of 100.00 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of Lot 8, in Block 2, of Spring Valley Addition, Section 2, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 57, Page 34 of the Map Records of Harris County, Texas.

THENCE North 02 degrees 05 minutes 49 seconds West, along the East line of said Lot 8 of Spring Valley Addition, Section 2, a distance of 173.00 feet to a point for corner, said corner lying along the East line of Lot 9, Block 2 of Spring Valley Addition, Section 3, a Subdivision in Harris County, Texas, and being the Southwest corner of Lot 4, Block 1, of London Village, a Subdivision in Harris County, Texas,

TITLE HOUSTON HOLDINGS

according to the Map or Plat thereof recorded in Volume 261, Page 142 of the Plat Records of Harris County, Texas, from which a fence post found bears South 84 degrees 27 minutes 12 seconds West, a distance of 1.42 feet for witness;

THENCE North 88 degrees 27 minutes 58 seconds East, along the South line of said Lot 4 of London Village, a distance of 100.00 feet to a point for corner, said corner lying along the South line of Lot 3 of said London Village, and being the Northwest corner of aforementioned Anderson tract;

THENCE South 02 degrees 05 minutes 49 seconds East, along the West line of said Anderson tract, a distance of 172.12 feet to the POINT OF BEGINNING and containing 17,256 square feet or 0.40 acres of land, more or less.

Owner(s) of Record: WHITE DEVELOPMENT, INC., A TEXAS CORPORATION

By virtue of a Warranty Deed with Vendor's Lien dated April 20, 2023, recorded under County Clerk's File No. RP-2023-144267.

Deed Restrictions:

Restrictions dated December 29, 1958, recorded in Volume 3621, Page 177, Official Public Records of Harris County, Texas.

Restrictions per the Plat dated July 1, 1958, recorded in Volume 57, Page 34, Map Records of Harris County, Texas.

Easements and other encumbrances:

Agreement to Share the Easement dated August 29, 2023, recorded under County Clerk's File No. RP-2023-334876.

Easements per the Deed dated January 15, 1995, recorded under County Clerk's File No. R235379.

Spring Branch Utilities Company Agreement dated April 11, 1958, recorded in Volume 3941, Page 30, Official Public Records of Harris County, Texas.

Spring Branch Utilities Right-of-Way dated December 29, 1958, recorded in Volume 3621, Page 174, Official Public Records of Harris County, Texas.

40' Building Lines per the Plat dated July 1, 1958, recorded in Volume 57, Page 34, Map Records of Harris County, Texas.

10' Utility Easement per the Plat dated July 1, 1958, recorded in Volume 57, Page 34, Map Records of Harris County, Texas.

5' x 20' Unobstructed Aerial Utility Easement per the Plat dated July 1, 1958, recorded in Volume 57, Page 34, Map Records of Harris County, Texas.

County of Harris Right-of-Way dated August 20, 1952, recorded in Volume 2629, Page 266, Deed Records of Harris County, Texas.

Humble Pipe Line Company Right-of-Way Deed dated May 30, 1919, recorded in Volume 426, Page 48, Deed Records of Harris County, Texas.

Lien Holder(s) :

Deed of Trust dated April 21, 2023, executed by White Development, Inc., payable to First Financial Bank, N.A., in the amount of $780,000.00, recorded under County Clerk's File No. RP-2023-144268.

TITLE HOUSTON HOLDINGS

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Title Houston Holdings, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Houston Holdings assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Title Houston Holdings of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Title Houston Holdings assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Title Houston Holdings only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Title Houston Holdings disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Title Houston Holdings liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Title Houston Holdings and will cover all actions arising by statues, in contract, or in tort.

Title Houston Holdings

Brittany Conley

Brittany Conley
Title Examiner

TITLE HOUSTON HOLDINGS

RELEASE OF EASEMENT RIGHTS AND ASSUMPTION OF LIABILITY AGREEMENT

This Release of Easement Rights and Assumption of Liability Agreement (the "Agreement") by and between (i) Genesis Pipeline Texas, L.P., whose address is 811 Louisiana Street, Suite 1200, Houston, TX 77002 hereinafter called "GENESIS" on the one hand, and (ii) Charlie White ("Property Owner"), whose address is 8702 Burkhart Road, Houston, TX 77055 , and 4 J's Services whose address is P.O. Box 646, Rosharon, TX 77583 ("Subcontractor" and together with Property Owner, hereinafter collectively called "Owner") on the other, shall be effective on the date of execution below.

WHEREAS, Property Owner owns the land located at 8702 Burkhart Road, as depicted in Exhibit A and hereinafter referred to as the "Property";

[WHEREAS, on December 31, 2003, in the Release of Easement filed by GENESIS (the "2003 Release"), GENESIS released certain property rights it held under those certain easements crossing the Property pursuant to which it owned and operated four crude oil pipelines referred to as the Satsuma to Webster segment (the "Pipelines"), save and except its right to remove the Pipelines and the right of egress and ingress over, across, through and above the Property (the "Remaining Access Rights");

WHEREAS, Owner desires to make certain improvements to the Property requiring the cold cut, cap and removal of the Pipelines (the "Removal") and desires GENESIS to release its Remaining Access Rights upon the Removal of the Pipeline; and

WHEREAS, Owner has determined to perform or contract with Subcontractor to perform the Removal activities of Pipeline.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Removal.

   a. Owner, at Owner's sole cost and expense, shall remove or cause to be removed the Pipelines from the Property by cold cut, cap and removal. Owner shall contract for the removal of the Pipelines from the Property with a contractor that has experience in applying and is knowledgeable of appropriate procedures for the removal of pipelines formerly used in the transportation of hazardous liquids. Further, Owner hereby covenants that the Removal of the Pipelines from the Property shall be in accordance with all federal, state, and local laws.

   b. Owner shall provide GENESIS a minimum of 48 hours advance notice prior to commencing Removal at or near the Property. At GENESIS' sole option, a representative of GENESIS may be on site during any Removal work by Owner in the vicinity of the Property. The presence of such representative shall in no manner relieve Owner of any responsibilities it may have hereunder or at law. Any notices or contact with GENESIS pursuant to this section shall be as follows:
   Name: Robert Findley, land management (713-860-2757), and
   Name: Jermaine Conyers (409-553-9957), and
   Name: Steve Addkison (832-603-9937)

   c. Within 30 days following the completion of the Removal of the Pipelines, Owner shall provide GENESIS with a written Certificate of Completion executed by the Subcontractor stating the Pipelines have been removed from the Property.

2. Property Owner and Subcontractor shall each hold GENESIS harmless from any liability from whatever source arising from or relating to the Pipeline(s) or removal of the Pipeline(s) from the Property.

3. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by the parties.

4. Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereto hereby consent that venue of any action brought under this Agreement shall be in Harris County, Texas.

5. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and constitutes the entire understanding of the parties with respect to the Property. The parties hereto agree that the terms of this Agreement are confidential and agree not to disclose any of such terms to any party other than their attorneys and accountants, or as otherwise required by law.

6. Upon Removal of the Pipelines and delivery of the Completion Certificate to GENESIS as provided herein, GENESIS' Remaining Access Rights shall terminate; provided, however, until such delivery of the Completion Certificate to GENESIS, this Agreement does not waive GENESIS' right to enter the Property for the purpose of removing its Pipelines located therein. Should Owner fail to remove by cold cut, cap and removal, the right to remove shall not be assignable to any other party absent their entering into a Release of Easement Rights and Assumption of Liability Agreement with GENESIS in substantially the same form as this Agreement. In addition, upon delivery of the Completion Certificate to GENESIS as provided herein, the Parties shall work in good faith to record a notation of release to supplement the 2003 Release.

7. Owner shall provide GENESIS with a copy of all environmental reports associated with the above described property.

8. LIMITED LIABILITY. GENESIS shall not be liable for any destruction of or damages to the Owner's property arising out of or in connection with the Removal of any facilities, pipeline or pipelines presently or hereafter located within the Property. Owner covenants and agrees to protect, indemnify and save GENESIS, its contractors and subcontractors, and its and their respective owners, partners, shareholders, officers, directors, employees, agents, representatives and servants (collectively, the "INDEMNIFIED PARTIES") harmless from and against any and all claims, demands, lawsuits, arbitrations, proceedings, judgments, awards, damages, losses, costs and expenses (including attorneys' fees and disbursements) for destruction of or damages to the Property or improvements on the Property howsoever caused, INCLUDING, WITHOUT LIMITATION, THAT CAUSED BY THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES, but not their gross negligence.

9. INSURANCE. REQUESTING PARTY warrants that prior to it or any contractor or subcontractor(s) performing any construction over or in the vicinity of GENESIS' Easement, said contractor and/or subcontractor(s) shall furnish to GENESIS verification of comprehensive general liability insurance in an amount not less than (i) one million dollars ($1,000,000) each occurrence, and (ii) one million dollars ($1,000,000) aggregate combined single limit, and (iii) with excess liability in the amount of four million dollars ($4,000,000). Said verification of liability is to be submitted on a GENESIS approved form.

10. INDEMNIFICATION. IN CONSIDERATION OF THE RELEASE AND RIGHTS GRANTED HEREIN, OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GENESIS AND EACH OF THE INDEMNIFIED PARTIES HARMLESS OF AND FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, DEMANDS, SUITS, JUDGMENTS AND DEFENSE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "DAMAGES"), ATTRIBUTABLE TO DAMAGE OR INJURY TO PROPERTY (INCLUDING LOSS OF USE THEREOF), THIRD PARTY CLAIMS, OR BODILY INJURY, SICKNESS, DISEASE OR DEATH TO PERSONS, IN ANY WAY ARISING OUT OF OR RELATED TO THE REMOVAL OF THE PIPELINES, OR FUTURE DEVELOPMENT OF THE PROPERTY BY OWNER, ITS EMPLOYEES, SUBCONTRACTORS, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE ; PROVIDED, HOWEVER, OTHER THAN AS PROVIDED IN SECTION 8, OWNER SHALL NOT BE REQUIRED TO INDEMNIFY INDEMNIFIED PARTIES FOR DAMAGES TO THE EXTENT SUCH DAMAGES RESULT FROM THE SOLE NEGLIGENCE OR WILFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IN ANY AND ALL CLAIMS AGAINST INDEMNIFIED PARTIES BY ANY EMPLOYEE OF OWNER, OWNER'S INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR OWNER UNDER WORKERS COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GENESIS HEREUNDER, OR FOR ANY OTHER REASON, GENESIS SHALL NOT BE LIABLE TO OWNER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

11. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Agreement as Owner, the liability of each such individual, corporation, partnership or other business association to perform all obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations,

partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Owner shall be a partnership, limited liability company or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

12. Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to GENESIS:
Genesis Pipeline Texas, L.P.
811 Louisiana Street, Suite 1200
Houston, TX 77002
Attention: General Counsel

If to OWNER:
Charlie White
8702 Burkhart Road
Houston, TX 77055

And

4 J's Services
P.O. Box 646
Rosharon, TX 77583

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

GENESIS PIPELINE TEXAS, L.P.
By: GENESIS ENERGY, LLC, its sole general partner

BY: K Pape

Date 10/16/2023

Property Owner: Charlie White

BY: Charlie C

Date 5/2/23

Contractor: 4 J's Services

BY: Jack LeBato

Date 5/3/23

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of October, 2023, by Karen Pape of GENESIS ENERGY, LLC, on behalf of said company as general partner of GENESIS PIPELINE TEXAS, L.P.

My Commission Expires: 07/22/2026

Sheila Pavlica
Notary Public in and for the State of Texas

SHEILA PAVLICA
NOTARY PUBLIC
STATE OF TEXAS
ID 128335979
EXP. 07-22-2026

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 2nd day of May, 2023, by Charlie White.

My Commission Expires:

SMFranke Moore
Notary Public in and for the State of Texas

SUSAN FRANKE MOORE
Notary Public, State of Texas
Comm. Expires 10-09-2026
Notary ID 131754699

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 3rd day of May, 2023, by Jack LeBato of 4 J's Services.

My Commission Expires:

Jean A Erdsteen
Notary Public in and for the State of Texas

JEAN A. ERDSTEEN
Notary Public, State of Texas
Comm. Expires 03-10-2026
Notary ID 4366616

RP-2023-334876
08/31/2023 ER $22.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AGREEMENT (this "Agreement") TO SHARE THE EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

Lawrence J. Dannemiller and Katherine A. Dannemiller (the "Dannemillers") were granted, sold and conveyed a 0.3282 acre tract of land and an abutting easement for ingress and egress containing 2,223 sq. ft. or 0.0510 acres of land (the "Easement") by deed recorded on January 18, 1995 under Harris County Clerk's File No. R235379.

White Development, Inc. ("White"), a Texas corporation, was granted, sold and conveyed a 0.40 acre tract of land by deed recorded on April 24, 2023 under Harris County Clerk's File No. RP-2023-144267, which tract abuts the Easement along its most northern border.

The Dannemillers and White desire to share the use and maintenance of the Easement for their mutual benefit and for the benefit of their respective said abutting tracts of land.

For $37,500.00 in hand paid by White to the Dannemillers, the receipt and sufficiency of which are hereby acknowledged, the Dannemillers and White have and do hereby agree that the use and maintainance of the Easement shall henceforth be shared by them for their mutual benefit and for the benefit of their respective said abutting tracts of land. This Agreement shall be binding upon and inure to the benefit of the Dannemillers, White, their respective successors and assigns, and to any subsequent owners of their said tracts of land abutting the Easement.

Executed and delivered this 29th day of August, 2023.

Lawrence J. Dannemiller

Katherine A. Dannemiller

White Development, Inc.

By: Charles F. White, III, its President

RP-2023-334876

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of August, A. D., 2023, by Lawrence J. Dannemiller.

EVELINA JOHN
Notary ID #134348758
My Commission Expires
May 9, 2027

Notary Public - State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of August, A. D., 2023, by Katherine A. Dannemiller.

EVELINA JOHN
Notary ID #134348758
My Commission Expires
May 9, 2027

Notary Public - State of Texas

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of August, A. D., 2023, by Charles F. White, III, in his capacity as President of White Development, Inc., a Texas corporation, on behalf of said corporation.

JEFFREY J. TOMPKINS
My Notary ID # 8093038
Expires August 27, 2025

Notary Public - State of Texas

AFTER RECORDING PEASE RETURN TO:

Jeffrey J. Tompkins
Attorney at Law
1714 Target Court
Houston, Texas 77043

\C:\MYDOCUMENTS\WHITEDEVELOPMENTINC-AGREEMENTTOSHAREEASEMENT.8.2023

RP-2023-334876

RP-2023-334876

Pages 3

08/31/2023 11:41 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $22.00

RP-2023-334876

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

294.548I.28NY

JAMES W. BALCH
215301

R235379

WARRANTY DEED WITH VENDOR'S LIEN

502-49-3640

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENT:

01/18/95 00180527 R235379 $ 16.25

THAT, PRUDENTIAL RELOCATION MANAGEMENT, a Division of PRUDENTIAL RESIDENTIAL SERVICES, LIMITED PARTNERSHIP (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by LAWRENCE J. DANNEMILLER, and, KATHERINE A. DANNEMILLER of Harris County, Texas, whose address is 8609 Burkhart Road, Houston, Texas 77055 (hereinafter referred to as "Grantee", whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantee of one certain Promissory Note in the principal sum of $ 198,000.00, of even date herewith, payable to the order of CHASE MANHATTAN PERSONAL FINANCIAL SERVICES A DIVISION OF CHASE MANHATTAN MORTGAGE CORPORATION (hereinafter refereed to as "Mortgagee"), bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to the Trustee named therein; and

WHEREAS, Mortgagee has at the special instance and request of Grantee, paid to Grantor $ 198,000.00 of the purchase price of the property hereinafter described, as evidenced by the above-described Note, and said Vendor's Lien and Deed of Trust Lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to the said Mortgagee the said superior title to said property, subrogating the said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien;

NOW, THEREFORE, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

0.3282 acre

ALL THAT CERTAIN ~~XXXXX~~ tract of land out of LOT SIX (6), of the C. H. BINGLE SUBDIVISION, a Subdivision in Harris County, Texas according to the map and or plat thereof, recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas, said 14,240 square foot tract, together with two (2) easements for ingress and egress being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

502-49-3641

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto the said Grantee, his heirs and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, right-of-way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantee shall be deemed a proper reference even though Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships.

EXECUTED this 15 day of January, 1995.

PRUDENTIAL RELOCATION MANAGEMENT, a Division of
PRUDENTIAL RESIDENTIAL SERVICES, LIMITED PARTNERSHIP
By PRUDENTIAL HOMES CORPORATION, its General Partner

By John B. Dazella
Authorized Signatory

STATE OF New York, COUNTY OF Westchester, ss:

BEFORE ME, the undersigned authority, on this day personally appeared Joann B. Dazella, of PRUDENTIAL HOMES CORPORATION, known to me to be the person(s) whose name(s) She subscribed to the foregoing instrument, and acknowledged to me that She executed the same for the purposes and consideration therein expressed as the act and deed of said Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of January, 1995.

CATHERINE DICKSON
Notary Public, State of New York
No. 4969127
Qualified in Westchester County
Commission Expires July 9, 1996

Catherine Dickson
NOTARY PUBLIC IN AND FOR
THE STATE OF ~~TEXAS~~ New York

PLEASE RETURN TO:

Return to:
Texas American Title Co.
1200 Post Oak Blvd. #120
Houston, TX 77056

Return to:
Texas American Title Co.
1200 Post Oak Blvd. #120
Houston, TX 77056

475-94-4213

EXHIBIT A 502-49-3642

All that certain 14,298 square foot, 0.3282 acre tract of land out of Lot Six (6) of the C.H. BINGLE SUBDIVISION, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas, said 14,298 square foot tract being more particularly described by metes and bounds as follows:

COMMENCING in the west right of way line of Bingle Road (60' R.O.W.), the Northeast corner of the above mentioned Lot 6;

THENCE South 89 degrees 56 minutes 24 seconds West, a distance of 189.75 feet.

THENCE South 00 degrees 15 minutes 36 seconds East, a distance of 15.00 feet.

THENCE South 89 degrees 56 minutes 24 seconds West, a distance of 58.20 feet to a 1/2" iron rod found for the PLACE OF BEGINNING;

THENCE South 00 degrees 08 minutes 11 seconds East, a distance of 158.88 feet to a 1/2" iron rod found in the south line of the above mentioned Lot 6;

THENCE South 89 degrees 55 minutes 00 seconds West, along the south line of the above mentioned Lot 6 a distance of 90.00 feet to a 1/2" iron rod found;

THENCE North 00 degrees 17 minutes 00 seconds West, passing a 5/8" iron rod found at a distance of 133.92 feet, a total distance of 158.92 feet to 5/8" iron rod found;

THENCE North 89 degrees 56 minutes 24 seconds East, a distance of 90.00 feet to the place of beginning and containing 14,298 square feet or 0.3282 acres of land.

EASEMENT TRACT ONE (1):

All that certain 4,598 square feet of land, or 0.1055 acres of land in lot Five (5) of the C. H. BINGLE SUBDIVISION, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223, of the Deed Records of Harris County, Texas, said 4,598 square foot tract being more particularly described by metes and bounds as follows:

BEGINNING in the West right of way line of Bingle Road (60' R.O.W.), at the Southeast corner of the above mentioned Lot 5;

THENCE South 89 degrees 56 minutes 24 seconds West, along the South line of the above mentioned Lot 5 a distance of 229.90 feet;

EXHIBIT A (continued)

THENCE North 00 degrees 17 minutes 00 seconds West, a distance of 20.00 feet;

THENCE North 89 degrees 56 minutes 24 seconds East, a distance of 229.90 feet to the West right of way line of Bingle Road;

THENCE South 00 degrees 26 minutes 04 seconds East, along the West right of way line of Bingle Road 20.00 feet to the PLACE OF BEGINNING, and containing 4,598 square feet, or 0.1055 acres of land.

EASEMENT TRACT TWO (2):

All that certain 2,223 square foot, 0.0510 acres of land out of Lot Six (6), of the C. H. BINGLE SUBDIVISION, a subdivision in Harris County, Texas according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas, said 2,223 square foot tract being more particularly described by metes and bounds as follows:

BEGINNING on the North line of the above mentioned Lot 6, South 89 degrees 56 minutes 24 seconds West from the Northwest corner of the above mentioned Lot 6 on the West right of way line of Bingle Road (60' R.O.W.);

THENCE South 00 degrees 15 minutes 36 seconds East, a distance of 15.00 feet;

THENCE South 89 degrees 56 minutes 24 seconds West, at 58.20 feet passing a 1/2" iron rod found for a total distance of 148.20 feet to a 5/8" iron rod found;

THENCE North 00 degrees 15 minutes 36 seconds West, a distance of 15.00 feet to the North line of the above mentioned Lot 6;

THENCE North 89 degrees 56 minutes 24 seconds East along the north line of the above mentioned Lot 6, 148.20 feet to the place of beginning and containing 2,223 square feet or 0.0510 acres of land.

Lawrence J. Dannemiller — 1/12/95
Lawrence J. Dannemiller — Date

Katherine A. Dannemiller — 1/13/95
Katherine A. Dannemiller — Date

502-49-3644

FILED
95 JAN 18 PM 1:24
COUNTY CLERK
HARRIS COUNTY, TEXAS

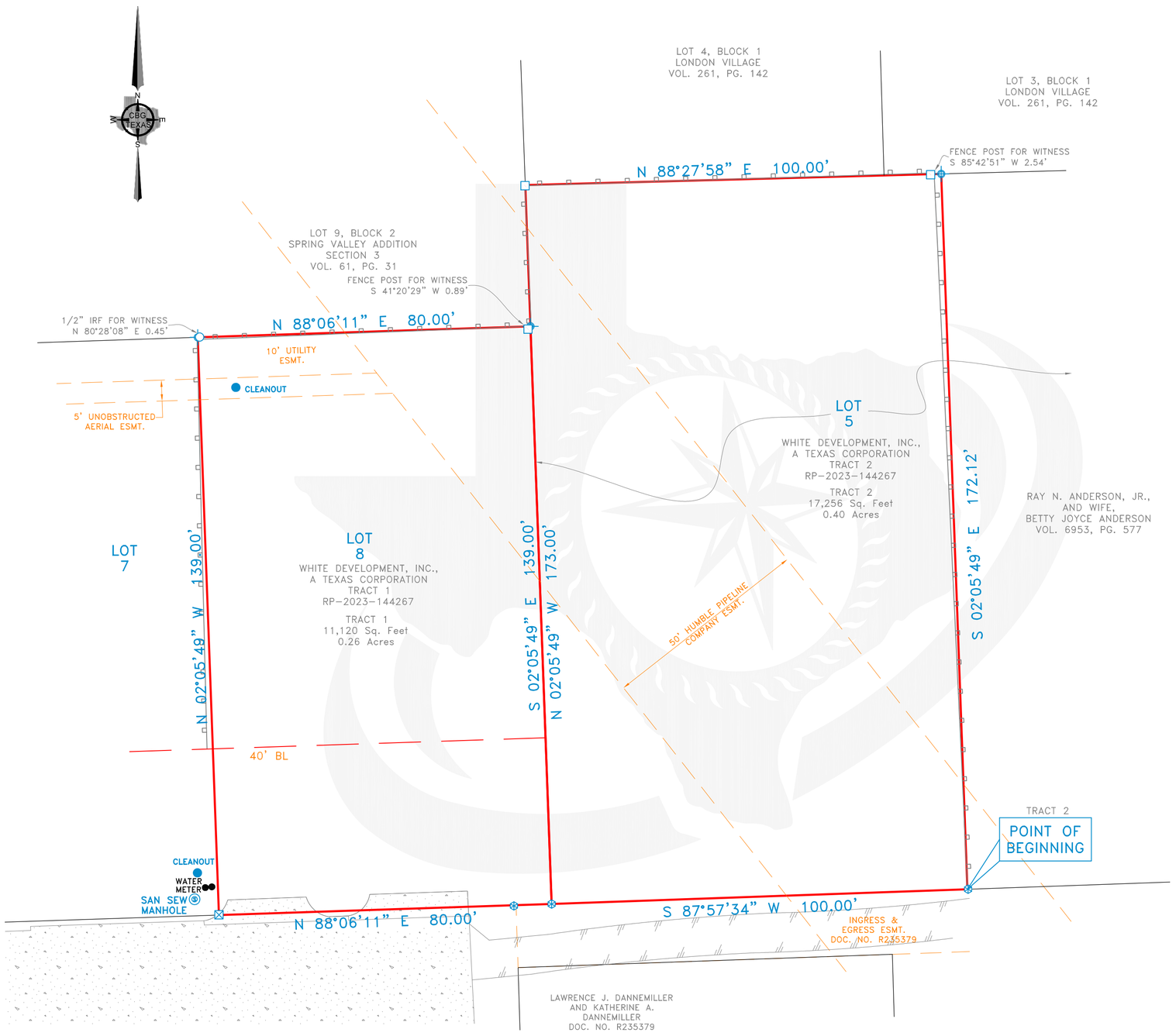
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 18 1995

COUNTY CLERK
HARRIS COUNTY, TEXAS



8702 Burkhart Road

TRACT 1:

Lot Eight (8), Block Two (2), of SPRING VALLEY ADDITION, Section Two (2), a Subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 57, Page 34 of the Map Records of Harris County, Texas.

TRACT 2:

Being a portion of Lot 5 of the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas, same being that tract of land conveyed to White Development, Inc., a Texas Corporation by deed recorded in RP-2023-144267, Official Public Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for corner, said corner being the Southwest corner of that tract of land conveyed to Ray N. Anderson, Jr., and wife, Betty Joyce Anderson, by deed recorded in Volume 6953, Page 577, Deed Records of Harris County, Texas, and lying along the North line of an ingress and egress easement, as described in Document No. R235379, Official Public Records of Harris County, Texas;

THENCE South 87 degrees 57 minutes 34 seconds West, along said North line of said ingress and egress easement, a distance of 100.00 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of Lot 8, in Block 2, of Spring Valley Addition, Section 2, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 57, Page 34 of the Map Records of Harris County, Texas;

THENCE North 02 degrees 05 minutes 49 seconds West, along the East line of said Lot 8 of Spring Valley Addition, Section 2, a distance of 173.00 feet to a post found for corner, said corner lying along the East line of Lot 9, Block 2 of Spring Valley Addition, Section 3, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 61, Page 31 of the Map Records of Harris County, Texas, and being the Southwest corner of Lot 4, Block 1 of London Village, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 261, Page 142 of the Plat Records of Harris County, Texas;

THENCE North 88 degrees 27 minutes 58 seconds East, along the South line of said Lot 4 of London Village, a distance of 100.00 feet to a point for corner, said corner lying along the South line of Lot 3 of said London Village, and being the Northwest corner of aforementioned Anderson tract, from which a fence post found bears South 85 degrees 42 minutes 51 seconds West, a distance of 2.54 feet for witness;

THENCE South 02 degrees 05 minutes 49 seconds East, along the West line of said Anderson tract, a distance of 172.12 feet to the POINT OF BEGINNING and containing 17,256 square feet or 0.40 acres of land.

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor hereby certifies to the client, in connection with the transaction described in G.F. 2999923-00126 that, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 25th day of October, 2023

Registered Professional Land Surveyor

NOTE: According to the F.I.R.M. in Map No. 48201C0645L ,this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 57, PG. 34, VOL. 3621, PG. 177

NOTES:
EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

BEARINGS SHOWN ARE BASED ON NAD 83 SOUTH CENTRAL ZONE.

G.F. NO. LISTED WAS PROVIDED TO SURVEYOR FROM PREVIOUS SURVEY WITH AN EFFECTIVE DATE OF 02/20/2023

REVISIONS		
DATE	BY	NOTES

LEGEND

CM	CONTROLLING MONUMENT	PE	POOL EQUIPMENT
○	1/2" IRON ROD FOUND	■	COLUMN
⊗	1/2" IRON ROD SET	AC	AIR CONDITIONING
⬡	1" IRON PIPE FOUND	FH	FIRE HYDRANT
□	FENCE POST CORNER		
⊠	"X" FOUND / SET		
⊛	5/8" ROD FOUND		
▲	UNDERGROUND ELECTRIC		
△	OVERHEAD ELECTRIC		
●	POWER POLE	⌖	POINT FOR CORNER
	GRAVEL/ROCK ROAD OR DRIVE		
	ASPHALT PAVING		
	CHAIN LINK FENCE		
	WOOD FENCE		
	0.5' WIDE TYPICAL BARBED WIRE		
	IRON FENCE		
	PIPE FENCE		
	COVERED PORCH,DECK OR CARPORT		
OES — OES	OVERHEAD ELECTRIC SERVICE		
OHP — OHP	OVERHEAD POWER LINE		
	CONCRETE PAVING		
	DOUBLE SIDED WOOD FENCE		

CBG SURVEYING TEXAS LLC
PROFESSIONAL LAND SURVEYORS
419 Century Plaza Dr.
Suite 210
Houston, TX 77073
P 281.599.9483
F 281.599.9485
Firm No. 10194280
www.cbgtxllc.com

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1"=20'	10/25/23	2302259-03	SEE CERT.	ANR

AS-BUILT SURVEY

LOT 8, BLOCK 2, SPRING VALLEY ADDITION, SEC. 2
& A PORTION OF LOT 5, C.H. BINGLE SUBDIVISION

CITY OF HOUSTON, HARRIS COUNTY, TEXAS

8702 BURKHART ROAD

PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING

Notice Is Hereby Given To Hear Comments And Testimony Concerning The Following:

A Replat of (Tract 1) Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas according to the Map or Plat thereof, recorded in Volume 57, Page 34 of the Map records of Harris County, Texas, and (Tract 2) Being a portion of Lot 5 in the C.H., Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas according to the Map or Plat thereof, recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas; more commonly known as 8702 Burkhart Drive.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, March 12, 2024
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, March 26, 2024
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the City Administrator, John McDonald at (713) 465-8308.

EST. 1955
SPRING VALLEY
VILLAGE

February 22, 2024

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following Proposed Variance:

A REPLAT OF (TRACT 1) LOT 8, IN BLOC 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND (TRACT 2) BEING A PORTION OF LOT 5 IN THE C.H., BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS; MORE COMMONLY KNOWN AS 8702 BURKHART DRIVE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, March 12, 2024
Time: 7:00 p.m.
Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 1001 Campbell Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jmcdonald@springvalleytx.com.

Sincelry,

John McDonald
City Administrator

Kathryn Schuller Deyoung
6431 Stewart Rd Unit 334
Galveston, TX 77551-1880

Claire & W David De Roode
8713 Burkhart Rd
Houston, TX 77055-6611

Charles Justin White
8817 Merlin
Houston, TX 77055-6661

Travis Wiley & Maria Larriva
8709 Burkhart Rd
Houston, TX 77055-6611

Audrey & Steven Thorpe
8706 Burkhart Rd
Houston, TX 77055-6612

Nadereh Ahly
8705 Burkhart
Houston, TX 77055-6611

Sharan Terry
8701 Burkhart Rd
Houston, TX 77055-6611

Lawrence & Katherine Dannemiller
8609 Burkhart Rd
Houston, TX 77055-6674

Nicolas Wolk
8601 Burkhart Rd
Houston, TX 77055-6674

Jerry & Sondra Simonton
1203 Bingle Rd
Houston, TX 77055-6641

Estate of Betty Anderson
1201 Bingle Rd
Houston, TX 77055-6641

Current Owner
1155 Bingle Rd
Houston, TX 77055-6639

Current Owner
1151 Bingle Rd
Houston, TX 77055-6639

Scott Davis
8710 Winningham Ln
Houston, TX 77055-6634

Andrew & Amy Messieha
8706 Winningham Ln
Houston, TX 77055-6634

Lawrence & Mickel Lobb
8702 Winningham Ln
Houston, TX 77055-6634

Daniel Jae Kim & Esther Yang
%Ziltoid Living Trust
1131 Joshua Ln
Houston, TX 77055-6669

John Stiff & Michelle Wesley
1138 Joshua Ln
Houston, TX 77055-6670

Current Owner
8700 Cedarspur Dr
Houston, TX 77055-6624

James & Patricia Wuerth
8614 Cedarspur Dr
Houston, TX 77055-6645

Jimmy & Jane Ashley
8613 Cedarspur
Houston, TX 77055-6645

Denise Gandolfi
8609 Cedarspur Dr
Houston, TX 77055-6645

Songsheng Tan & Longzhu Zhang
8605 Cedarspur Dr
Houston, TX 77055-6645

Jorge L Garduno
8601 Cedarspur Dr
Houston, TX 77055-6645

George & Nancyn Carameros
8701 Cedarspur Dr
Houston, TX 77055-6624

Bora & Cristina Rockov
8705 Cedarspur Dr
Houston, TX 77055-6624

Richard Griffin & Bibbin Gill
8709 Cedarspur Dr
Houston, TX 77055-6624

Douglas & Sarah Busker
8713 Cedarspur
Houston, TX 77055-6624

ESTD 1955

SPRING VALLEY

VILLAGE

CITY OF SPRING VALLEY VILLAGE

ZONING SIGNAGE CRITERIA SUBMITTAL PACKET

(Planning & Zoning Commission)

SPRING VALLEY VILLAGE 1025 CAMPBELL ROAD HOUSTON, TEXAS 77055

SPRING VALLEY

RESIDENTIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

A zoning sign is a sign erected on property for which a zoning case has been filed with the City, including, but not limited to, zoning changes, Specific Use Permits, Variances, or Special Exceptions. **The number of signs and the placement of signs shall be determined by the Building Official at the time of submittal.** It is the responsibility of the owner/project representative to contact the Building Department to verify the number and location of signs needed.

Residential property owners/applicants need to contact the City Secretary to schedule pick up and drop off times for the signs.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (713) 465-8308.

ADHERE TO THE FOLLOWING INSTRUCTIONS:

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest public street with a notation indicating the location of the land subject to the application.
- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.
- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

- The applicant shall erect the sign(s) on the property that is the subject of the application a minimum of fourteen (14) calendar days immediately preceding the date of the public hearing before the Planning & Zoning Commission ("Commission").
- The applicant is responsible for maintaining the sign(s) on the property throughout the review process.
- A minimum of seven (7) calendar days prior to the public hearing, the applicant shall file an affidavit, on a form provided by the City, with the Building Official verifying that the sign(s) was posted as required.

REMOVAL OF SIGNS

- **The applicant shall be responsible for removing the sign(s) from the property within seven (7) calendar days of the final action by the City of Spring Valley Village.**

Preparer's Name: JESSICA RUMERO **Preparer's Signature:** Jessica Rumero

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the request for Zoning or Specific Use Permit. Failure to remove zoning signs per the sign ordinance will result in a citation of $500 per sign/per day until removed.

SPRING VALLEY

P&Z - Residential

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. P24-001

Date of Planning and Zoning Commission Meeting: MARCH 12, 2024

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I JESSICA ROMERO hereby certify that I have posted or caused to be posted Zoning Change Notification sign(s) on the property subject to zoning change, located at

8702 BURKHART ROAD. SPRING VALLEY, TX 77055

Posting of said signs was accomplished on FEBRUARY 27TH, 2024 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along BURKHART ROAD

I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

Executed this date: 02/29/24

Printed Name of Applicant or Authorized Representative for Zoning Case No. JESSICA ROMERO

Signature of Applicant or Authorized Representative for Zoning Case No. JESSICA ROMERO

Sworn and subscribed before me on this date: 02/29/2024

(Seal)

CRISTIAN EDUARDO MORENO
Notary ID #130880064
My Commission Expires
November 5, 2024

Notary Public Cristian Moreno

PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) seven (7) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

SPRING VALLEY

P&Z - Residential

AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. P 24-001

Date of Council Meeting: MARCH 12, 2024

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I Jessica Romero hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at

8702 Burkhart Road. Spring Valley, TX 77055

Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date February.29.2024 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 02.29.24

Printed Name of Applicant or Authorized Representative for Zoning Case No. Jessica Romero

Signature of Applicant or Authorized Representative for Zoning Case No. jessica romero

Sworn and subscribed before me on this date: 02/29/2024

(Seal)

CRISTIAN EDUARDO MORENO
Notary ID #130880064
My Commission Expires
November 5, 2024

Notary Public Cristian Moreno

PLEASE NOTE: Failure to maintain the signs prior to City Council public hearing may result in postponement of consideration if the applicant has not attempted to replace damaged or missing signs upon notification by Staff.

FOR STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

Spring Valley Village
City Council
Agenda Item Data Sheet

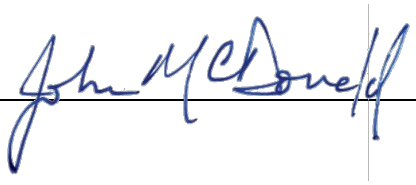
MEETING DATE March 26, 2024

TOPIC	**Consideration and Possible Action on:** **A replat of:** Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.

BACKGROUND	A public hearing on this item was held earlier it the meeting. *White Development has submitted a replat application to create one lot out of two existing tracts located in Dwelling District "A", and generally known as 8702 Burkhart:* *Tract 1: Lot 8, in Bloc 2 of Spring Valley Addition, Section 2, a subdivision in Harris County, Texas, according to the Map or Plat thereof, record in Volume 57, Page 34 of the Map Records of Harris County, Texas, and* *Tract 2: Being a portion of Lot 5 in the C.H. Bingle Subdivision in the A.H. Osborne Survey, Abstract No. 610 in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 998, Page 223 of the Deed Records of Harris County, Texas.* *This replat would create two lots:* • *Lot 1: 11,092.83 SF (0.2546 AC)* • *Lot 2: 16,955.77 SF (0.3892 AC)* *The proposed lots meet or exceed the following Dwelling District "A" minimums:* • *Minimum lot area: 10,000 SF* • *Minimum lot width: 70 feet* • *Minimum lot depth: 120 feet* *Notice Information:* *Property Owners within 200 Feet: 28 Letters mailed.* *Notification Letters mailed: February 26, 2024* *Legal Notice Published: February 27, 2024* *Notifications Signs Posted: February 27, 2024*

RECOMMENDATION	Staff recommends approval based on the determination that the replat meets requirements for approval.

ATTACHMENTS	• Replat

SUBMITTING STAFF MEMBER	**CITY ADMINISTRATOR APPROVAL**
John McDonald **City Administrator**	

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, WHITE DEVELOPMENT, INC., ACTING BY AND THROUGH CHARLES WHITE, ITS OWNER, BEING OFFICERS OF WHITE DEVELOPMENT, INC., OWNERS HEREINAFTER REFERRED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 0.6514-ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF WHITE DEVELOPMENT, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, OR PERMANENT ACCESS EASEMENTS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT FIVE FEET IN WIDTH FROM A PLANE TWENTY FEET (20') ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY, OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN FEET (15' 0") WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF HOUSTON, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS HEREBY CERTIFY THAT THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS.

IN TESTIMONY WHEREOF, THE WHITE DEVELOPMENT, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHARLES WHITE, ITS OWNER, THEREUNTO AUTHORIZED, THIS ___ DAY OF _____, 2024.

WHITE DEVELOPMENT, INC.

_____
CHARLES WHITE, OWNER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES WHITE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

I, NATHAN ALAN PARE, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH (3/4") AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

_____
NATHAN ALAN PARE
PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6845

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON. IN TESTIMONY WHEREOF WITNESS THIS OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

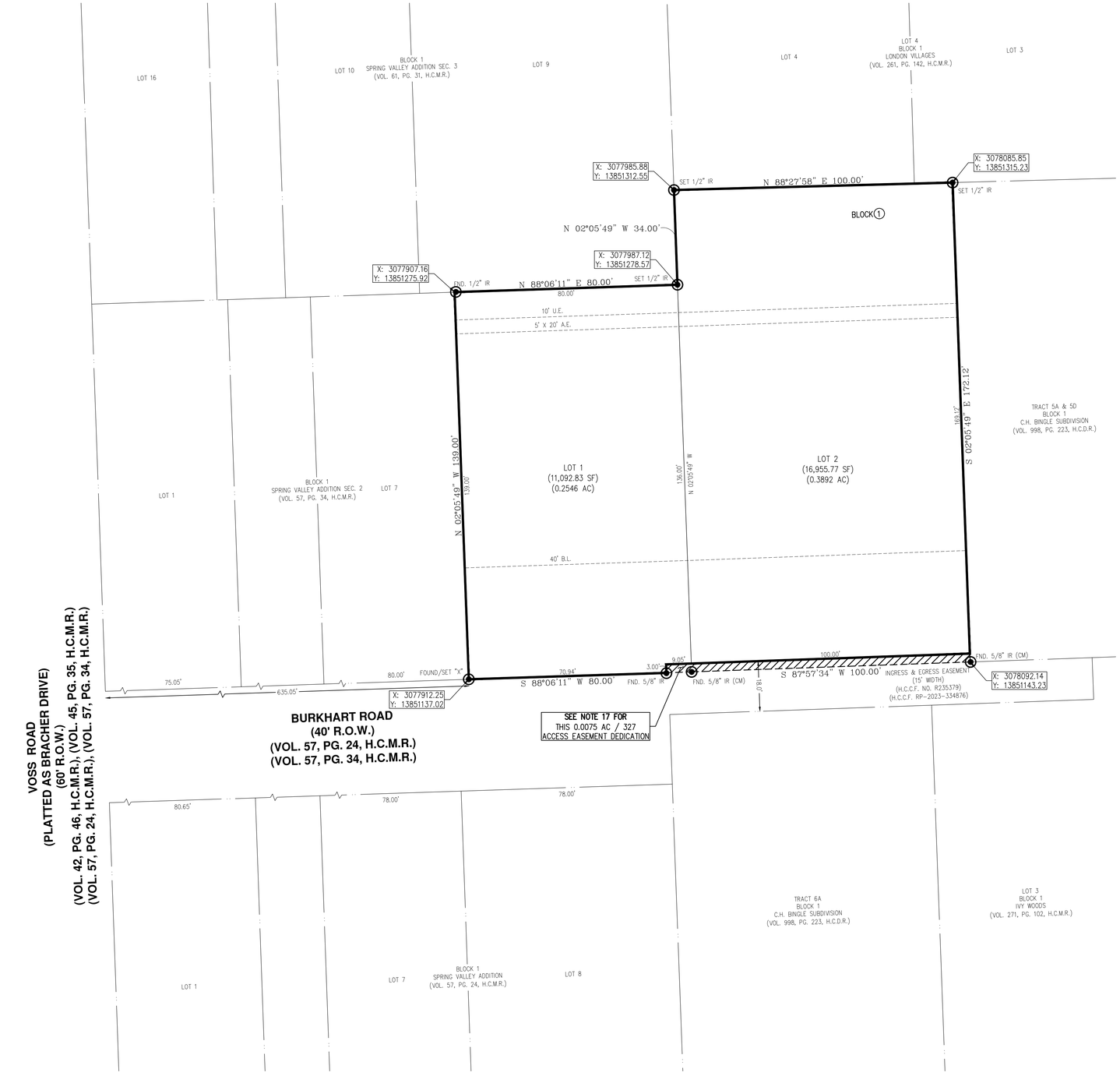
BY: _____
W.K. (TREY) HOFFMAN, CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF SPRING VALLEY VILLAGE, TEXAS

THIS IS TO CERTIFY PLANS AND SPECIFICATIONS FOR ALL STREETS, DRAINAGE STRUCTURES SANITARY SEWER LINES, WATER DISTRIBUTION LINES AND FIRE HYDRANTS IN THE SUBDIVISION HAVE BEEN PREPARED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND HAVE BEEN APPROVED BY ME. IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE PUBLIC WORKS DIRECTOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

BY: _____
KRISTINA WATSON
PUBLIC WORKS DIRECTOR
CITY OF SPRING VALLEY VILLAGE, TEXAS

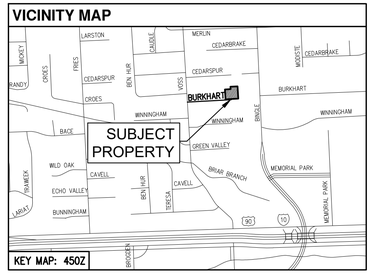
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS HAS APPROVED THIS REPLAT AND SUBDIVISION OF WHITE DEVELOPMENT AS SHOWN HEREON, IN TESTIMONY WHEREOF, WITNESS THIS OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THIS ____ DAY OF _____, 2024.

BY: _____
MARCUS VAJDOS, MAYOR
CITY OF SPRING VALLEY VILLAGE, TEXAS



0 20 40
GRAPHIC SCALE: 1" = 20'

VICINITY MAP



KEY MAP: 450Z

GENERAL NOTES & LEGEND

1. B.L. DENOTES BUILDING LINE.
2. H.C.C.F. DENOTES HARRIS COUNTY CLERK'S FILE.
3. H.C.M.R. DENOTES HARRIS COUNTY MAP RECORDS.
4. H.C.D.R. DENOTES HARRIS COUNTY DEED RECORDS.
5. U.E. DENOTES UTILIY EASEMENT.
6. FND. IR/IP DENOTES FOUND IRON ROD/IRON PIPE.
7. VOL., PG. DENOTES VOLUME, PAGE.
8. A.E. DENOTES AERIAL EASEMENT .
9. SF DENOTES SQUARE FEET.
10. AC DENOTES ACRES.
11. CM DENOTES CONTROL MONUMENT.
12. SUBJECT TRACT DOES NOT LIE WITHIN THE DESIGNATED 100 YEARS FLOOD PLAN AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 48201C 0645L, DATED 6/18/2007. (ZONE X) SHOWN BY GRAPHIC PLOTTING ONLY.
13. INFORMATION SHOWN ON THIS PLAT WAS BASED ON CITY PLANNING LETTER ISSUED BY TEXAS AMERICAN TITLE COMPANY, GF#7910-23-4204 WITH AN EFFECTIVE DATE OF SEPTEMBER 22, 2023.
14. ALL BEARINGS ARE REFERENCED TO THE SOUTH RIGHT OF WAY LINE ON BURKHART ROAD.
15. THE OWNER FURTHER ACKNOWLEDGE AND AGREE THAT THIS PLAT DOES NOT ATTEMPT TO ALTER OR REMOVE ANY RESTRICTIVE COVENANTS AS FILED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
16. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR: 1.00000.
17. THIS ACCESS AGREEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO THIS OR OTHER ADJOINING REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR THE FIRE DEPARTMENT, POLICE, AND EMERGENCY USE IN ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF SPRING VALLEY VILLAGE, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.

METES & BOUNDS DESCRIPTION

TRACT 1:

LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

TRACT 2:

BEING A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAME BEING THAT TRACT OF LAND CONVEYED TO KENNETH L. JONES AND WIFE, ROSALIE JONES (TRACT 2) BY DEED RECORDED IN DOCUMENT NO. E953402, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO RAY N. ANDERSON, JR., AND WIFE, BETTY JOYCE ANDERSON, BY DEED RECORDED IN VOLUME 6953, PAGE 577, DEED RECORDS OF HARRIS COUNTY, TEXAS, AND LYING ALONG THE NORTH LINE OF AN INGRESS AND EGRESS EASEMENT, AS DESCRIBED IN DOCUMENT NO. R235379, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 87 DEGREES 57 MINUTES 34 SECONDS WEST, ALONG SAID NORTH LINE OF SAID INGRESS AND EGRESS EASEMENT, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 8, IN BLOCK 2, OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

THENCE NORTH 02 DEGREES 05 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8 OF SPRING VALLEY ADDITION, SECTION 2, A DISTANCE OF 173.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE EAST LINE OF LOT 9, BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, AND
BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, OF LONDON VILLAGE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 261, PAGE 142 OF THE PLAT RECORDS OF HARRIS COUNTY, TEXAS, FROM WHICH A FENCE POST FOUND BEARS SOUTH 84 DEGREES 27 MINUTES 12 SECONDS WEST, A DISTANCE OF 1.42 FEET FOR WITNESS;

THENCE NORTH 88 DEGREES 27 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4 OF LONDON VILLAGE, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER, SAID CORNER LYING ALONG THE SOUTH LINE OF LOT 3 OF SAID LONDON VILLAGE, AND BEING THE NORTHWEST CORNER OF AFOREMENTIONED ANDERSON TRACT;

THENCE SOUTH 02 DEGREES 05 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID ANDERSON TRACT, A DISTANCE OF 172.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,256 SQUARE FEET OR 0.40 ACRES OF LAND, MORE OR LESS.

WHITE DEVELOPMENT

A SUBDIVISION OF A 0.6514-ACRE TRACT OF LAND BEING A REPLAT OF, LOT 8, IN BLOCK 2 OF SPRING VALLEY ADDITION, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 57, PAGE 34 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. AND A PORTION OF LOT 5 IN THE C.H. BINGLE SUBDIVISION IN THE A.H. OSBORNE SURVEY, ABSTRACT NO. 610 IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 998, PAGE 223 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.
REASON FOR REPLAT: TO CREATE TWO (2) SINGLE-FAMILY RESIDENTIAL LOT

MARCH 2024

OWNER/DEVELOPER:
WHITE DEVELOPMENT, INC.
3307 WILLOW RIDGE DR
BRYAN, TEXAS 77807
PHONE: 827-844-8407

SURVEYOR:
CBG SURVEYING TEXAS, LLC
419 CENTURY PLAZA DRIVE #210
HOUSTON, TEXAS 77073
PHONE: 281-443-9288
FIRM # 10194280

APPLICANT:
PIONEER ENGINEERING
2301 COMMERCE STREET, # 250
HOUSTON, TEXAS 77002
PHONE: 832-307-0010
FIRM NO. 18084

PEPN: 23037

I, TENESHIA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON ____, 20___, AT ____ O'CLOCK __.M., AND DULY RECORDED ON _____, 20___, AT ____ O'CLOCK __.M., AND AT FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
TENESHIA HUDSPETH
COUNTY CLERK
OF HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

WE, FIRST FINANCIAL BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS WHITE DEVELOPMENT, SAID LIENS BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. RP-2023-144268 OF THE O.P.R.O.R.P. OF HARRIS COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

BY: _____

PRINT NAME: _____

TITLE: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

Spring Valley Village
City Council
Agenda Item Data Sheet

MEETING DATE March 26, 2024

TOPIC	Hearing and Possible Action on a complaint filed by the City Administrator regarding a substandard structure at 1109 Loeser Drive owned by Mr. Clement R. Valigura

BACKGROUND

On January 12, 2024, the residential structure located at 1109 Loeser Drive was significantly damaged by a fire to such an extent as to make the structure uninhabitable. The house has been empty and unsecured since the time of the fire. The city's public works crew erected temporary fencing.

The fire caused extensive damage to the structure and interior of the residence. Under the Code of Ordinances, Chapter 3, Building & Construction, Article 3.900, Substandard Buildings or Structures, § 3.902 Conditions Constituting, the structure falls under two categories:

(a) Any building or structure that has become deteriorated, or damaged through exposure to the elements including, without limitation, flood, wind, hail or rain, or damage through fire, or damage by any other cause to the extent that either the roof, windows or doors, or portions of the hose, building, or structure which protect from the weather will no longer reasonably protect from the weather, and

(h) Any building or structure so constructed or maintained as to constitute a menace to health or safety, including:
  (1) All conditions conducive to the harboring of rats, snakes, mice, other disease-carrying animals, or insects reasonably calculated to spread disease, or
  (2) Conditions hazardous to the safety of person or property, such as inadequate bracing, structural support, construction, or the presence of deteriorated materials, or
  (3) Conditions constating an attractive nuisance creating a hazard to the health or safety of minors.
  (4) All building and structures detrimental to the economic welfare of the city that create urban blight adverse to the maintenance, continuing development, and revitalization of the city.

On March 15, 2024, a Substandard Structure Notice was mailed by certified mail and regular mail to the owner. Additionally, a copy of the notice was attached on the structures remains located at 1109 Loeser. A copy of the notice is attached.

	Pictures taken the night of the fire by the Village Fire Department Fire Marshal are included in your packet. I have spoken with the property owner's son. He stated that he is in the process of listing the property and hiring a company to demolish the structure.

RECOMMENDATION	Staff recommends that City Council declare the structure at 1109 Loeser as a substandard structure that cannot be repaired, and so that its existence will no longer be in violation of the provisions of Article 3.900 Substandard Buildings or Structures, it shall be demolished with 30 days.

ATTACHMENTS	• Photos of fire damage provided by Fire Marshall • Copy of Article 3.900 Substandard Buildings or Structures • Copy of Substandard Structure Notice

SUBMITTING STAFF MEMBER	**CITY ADMINISTRATOR APPROVAL**
John McDonald **City Administrator**	

Photos of Fire Damage to 1109 Loeser Drive provide by VFD Fire Marshall (January 12, 2024)

Photos of Fire Damage to 1109 Loeser Drive provide by VFD Fire Marshall (January 12, 2024)

Photos of Fire Damage to 1109 Loeser Drive provide by VFD Fire Marshall (January 12, 2024)

Photos of Fire Damage to 1109 Loeser Drive provide by VFD Fire Marshall (January 12, 2024)

ARTICLE 3.900 SUBSTANDARD BUILDINGS OR STRUCTURES[1]

§ 3.901 Definitions

Building. Any structure designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.

Structure. Anything constructed or erected which requires location on the ground or is attached to something having a location on the ground including, but not limited to, signs, fences, walls, poles, and buildings, whether of a temporary or permanent nature. (Ordinance 185, Book I, Section 1, adopted 3-22-88)

§ 3.902 Conditions Constituting

Any building or structure which has any of the following defects shall be deemed a substandard building or structure and constitute a hazard to the health, safety, and welfare of the citizens:

(a) Any building or structure that has become deteriorated or damaged through exposure to the elements including, without limitation, flood, wind, hail or rain, or damage through fire, or damage by any other cause, to the extent that either the roof, windows, or doors, or portions of the house, building, or structure which protect from the weather will no longer reasonably protect from the weather.

(b) Any building or structure which is so structurally deteriorated or damaged that it is in danger of collapse or which cannot be expected to withstand the reasonably anticipated storms or hurricanes.

(c) Any building used for the occupancy of one (1) or more persons which is not connected to an approved public sanitary sewer or does not provide connection to a properly installed and approved septic system.

(d) Any building or structure not constructed or maintained in conformity with the fire code of the City of Spring Valley when such nonconformity constitutes a hazard to the safety of persons or property.

(e) Any building or structure not wired in conformity with the electrical code of the City of Spring Valley when such non-conformity constitutes a hazard to the safety of persons or property.

(f) Any building or structure not constructed in conformity with the plumbing code of the City of Spring Valley when such nonconformity constitutes a hazard to the safety of persons or property.

(g) Any building or structure not constructed in conformity with the building code of the City of Spring Valley when such nonconformity constitutes a hazard to the safety of persons or property.

(h) Any building or structure so constructed or maintained as to constitute a menace to health or safety, including:

  (1) All conditions conducive to the harboring of rats, snakes, mice, other disease-carrying animals, or insects reasonably calculated to spread disease; or

[1]State law reference(s)—Authority of city regarding substandard buildings, V.T.C.A., Local Government Code, ch. 214.

Cross reference(s)—Nuisances, generally, Chapter 7, Offenses & Nuisances.

(2) Conditions hazardous to the safety of persons or property, such as inadequate bracing, structural support, construction, or the presence of deteriorated materials; or

(3) Conditions constituting an attractive nuisance creating a hazard to the health or safety of minors.

(4) All buildings and structures detrimental to the economic welfare of the city that create urban blight adverse to the maintenance, continuing development, and revitalization of the city.

(Ordinance 185, Book I, Section 3, adopted 3-22-88)

§ 3.903 Declaration of Nuisance

All substandard buildings or structures within the provisions of this article which shall constitute a hazard to the health, safety, or general welfare of its occupants, the citizens of the City of Spring Valley, Texas, or to the public are declared to be public nuisances and shall be ordered to be repaired, vacated, or demolished as hereinafter provided. (Ordinance 185, Book I, Section 3, adopted 3-22-88)

§ 3.904 Inspections and Reports

It shall be the duty of the city building official, or other representative designated by city council, to inspect all buildings or structures reported to be, or believed to be, substandard, to present a report of such inspection to the city council, and to give notice of the intention of city council to hold hearings and follow the procedures hereinafter provided. (Ordinance 185, Book I, Section 4, adopted 3-22-88)

§ 3.905 Procedures

Substandard buildings or structures may be ordered to be and pursuant to order shall be repaired, vacated, or demolished under the following conditions, regulations, and procedures:

(a) Emergency Measures. When there exists an emergency as defined in paragraph (1) of this subsection, certain measures may be taken, notification given, and procedures follows as set forth in this subsection.

(1) When it shall appear that a building or structure in the city is a substandard building or structure under the terms of this article and that such building or structure or the manner of its use constitutes an immediate danger to life or property, the condition shall be deemed a hazard justifying the use of emergency measures, and the city council may order any of the following emergency measure to be taken:

(i) Immediate vacation of such building, structure, or adjoining buildings or structures;

(ii) Vacation of the danger area around such building or structure;

(iii) Such temporary emergency shoring and bracing of walls, roofs, and supports as are required to eliminate the immediate threat of damage to life or property;

(iv) The demolition of such walls, roofs, and supports, or the entire building or structure, or so much thereof as cannot be safety braced or made secure;

(v) Post notices on or near such building or structure, notifying the public of such orders and ordering all persons to keep out of such building or structure and the surrounding areas of danger.

(2) When any of the above emergency measures are ordered to be taken, notice of such order shall be given by personal service on the owner and/or occupant of the building or structure or his or her representatives, or if such premises is unoccupied, by attaching a copy of such notice in a place of

prominence on such building or structure and causing a copy of such notice to be mailed to the owner or his or her representative (1) by certified mail, return receipt requested, and (2) by regular mail. Upon the adoption of such emergency order the city council shall schedule a public hearing and cite the owner or his or her representative to appear and show cause why such building or structure should not be declared a substandard building or structure and why he or she should not be ordered to repair, vacate, or demolish such building or structure. Such citation shall be served with the notice of emergency order in accordance with the provisions of this paragraph. Such hearing shall be conducted in accordance with the provisions of subsection (b) hereof. In the event that such notification would create such a delay as would materially increase the hazard to life or property, then such notice need not be given.

(3) In the event such notice is given and the owner or his or her representative shall refuse or fail to carry out the orders of the city council or shall fail to carry out such order satisfactorily, then in either such event the city may proceed to carry out such orders either by private contract or by having the city perform the work, and the cost thus incurred shall constitute a valid lien against the property so repaired.

(b) Normal Procedure.

(1) When it shall come to the attention of the city council that a building or structure in the city is substandard the provisions of this article, the city council may schedule a hearing and cite the owner of the building or structure or his or her representative to appear and show cause why such building or structure should not be declared to be a substandard building or structure and why he or she should not be ordered to repair, vacate, or demolish the building or structure. The date of such hearing shall be not less than ten (10) days after such citation shall have been made.

(2) Such citation may be served by delivery of a copy thereof to the owner and occupant, or if such premises is unoccupied, by attaching a copy of such citation in a place of prominence on such building or structure and causing a copy of such citation to be mailed to the owner or his or her representative (1) by certified mail, return receipt requested, and (2) by regular mail.

(3) On the day set in such citation the hearing shall be conducted and on the basis of such hearing the city council shall determine whether or not the building or structure is a substandard building or structure, and shall issue such orders as shall appear reasonably necessary to prevent the building or structure from being a hazard to life or property and to eliminate the substantial qualities.

(c) Appeals Process. Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the city council under this Article 3.900 may appeal the decision of the city council to a district court pursuant to Texas Local Government Code §54.039 or §214.0012, as amended.

(Ordinance 17-25 adopted 9-26-17)

§ 3.906 Standards for Orders

The following standards may be followed by the city council in ordering the repair, vacation, or demolition of a substandard building or structure:

(a) If the substandard building or structure can reasonably be repaired so that it will not longer be in a condition which is in violation of the provisions of this article, it shall be ordered repaired.

(b) If the substandard building or structure is in such condition as to make it dangerous to the health, morals, safety, or general welfare of its occupants, the citizens of the City of Spring Valley, Texas, or to the public, it shall be ordered to be vacated.

(c) In any case where a substandard building or structure cannot be repaired so that its existence will no longer be in violation of the provisions of this article, it shall be demolished. (Ordinance 185, Book I, Section 6, adopted 3-22-88)

§ 3.907 Remedial Action

(a) After the hearing, if the building or structure is found to be substandard, the city council may direct that the building or structure be repaired or removed within a reasonable time. If such repair or removal has not been made at the expiration of the allotted time, the city may repair or demolish and remove the building or structure at the expense of the city and assess the expenses by filing a lien on the land on which the building or structure stood or to which it was attached.

(b) Notice of the assessment of the lien shall be signed in the name of the city by the mayor or city administrator. It shall state that the city council has ordered or directed the removal of a building or structure determined to be substandard, after notice to the owner and public hearing in accordance with the ordinances of the city, and that the failure of the owner to remove such substandard building or structure has resulted in the removal thereof at the expense of the city, which expense has been assessed by the city council on the land and improvements on which the building or structure stood or to which it was attached. Such notice shall further designate and describe the property against which the lien is assessed and the amount of the assessment.

(c) Such notice shall be filed with the clerk of the county in which such property is located with a copy served on the owner of such property or his or her representative by personal service or (1) by certified mail, return receipt requested, and (2) regular mail. (Ordinance 185, Book I, Section 7, adopted 3-22-88)

§ 3.908 Penalty

Any person who refuses or fails to repair or demolish a building or structure when ordered to repair or demolish such building or structure under the terms of this article, or who refuses or fails to leave a building which has been ordered vacated under the terms of this article, or who enters an area around such building that has been declared to be dangerous and notice of which declaration shall have been posted, or who interferes with or hinders the repair, vacation, or demolition of any building under the terms of this article, or who otherwise violate any provisions of this article or any order of the city council as provided for herein, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine in accordance with the general penalty provision found in Section 1.106 of this code. (Ordinance 185, Book I, Section 8, adopted 3-22-88)

§ 3.909 Enforcement - Court Action

It shall be the duty of the city attorney or attorney for the city to enforce the orders of the city council, when authorized, by bringing an action in a court of competent jurisdiction. (Ordinance 185, Book I, Section 9, adopted 3-22-88)

SPRING VALLEY

Certified Mail #70121010000253442709

SUBSTANDARD STRUCTURE NOTICE

3/15/2024

Clement R Valigura
1109 Loeser Drive
Houston, TX 77055-6512

Re: 1109 Loeser Drive
Lot 13 & N 3 Ft Lot 12 Blk 3
Bonnie Oaks
CAD #: 1099060000018

Dear Property Owner:

An inspection was performed on March 2, 2024, on the residential property located 1109 Loeser Drive within the City of Spring Valley city limits, which you own. It appears that your residential structure is a substandard building or structure as defined under the City of Spring Valley Village Code of Ordinances, Chapter 3, Building & Construction, Article 3.9000 Substandard Buildings or Structures, generally, and specifically §3.902 Conditions Constituting:

(a) Any building or structure that has become deteriorated or damaged through exposure to the elements, including with limitation, flood, wind, hail or rain, or damage through fire, or damage by any other cause, to the extent that either the roof, windows, or doors, or portions of the house, building, or structure which protect from the weather will no longer reasonably protect form the weather, and

(h) Any building or structure so constructed or maintained as to constitute a menace to health or safety including:

- (1) All conditions conducive to the harboring of rats, snakes, mice, other disease-carrying animals, or insects reasonably calculated to spread disease; or
- (2) Conditions hazardous to the safety of person or property, such as inadequate bracing, structural support, construction, or the presence of deteriorated materials; or
- (3) Conditions constituting an attractive nuisance creating a hazard to the health or safety of minors.
- (4) All building and structures detrimental to the economic welfare of the city that create urban blight adverse to the maintenance, continuing development, and revitalization of the city.

This notice is to inform you that, based on the current conditions of the property located at 1109 Loeser Drive, the City Council of the City of Spring Valley Village will hold a hearing on:

Tuesday, March 26, 2024, at 6:30 p.m.

As property owner, you, or your representative are requested to appear and answer as to why the City Council should not cite you as the owner of the building and show cause as to why this structure should not be declared substandard, and you should not be ordered to repair, vacate, or demolish the building or structure.

Pictures of the current state of the property have been included below. Please contact me at (713) 465-5306 if you have any questions.

Sincerely,

John McDonald
City Administrator

7012 1010 0002 5344 2709

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Clement Valigura
Street, Apt. No.; or PO Box No.: 1109 Loeser
City, State, ZIP+4: Houston TX 77055-6512

PS Form 3800, August 2006 — See Reverse for Instructions

1109 Loeser – posting of letter on property March 15, 2024

MEETING DATE: March 26, 2024

TOPIC:

RESOLUTION NUMBER 24-XX

RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE APRIL 10, 2024 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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 FOR THE GULF COAST COALITION OF CITIES

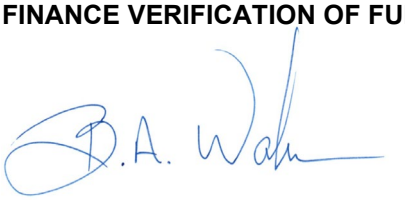
BACKGROUND:

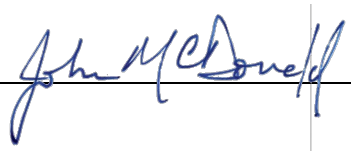
The City, along with approximately 41 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the courts, and the Legislature on electric utility regulation matters for over 20 years.

CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed an application on March 6, 2024 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by $60 million per year. The Company asks the City to approve an increase of $17 million in retail transmission and distribution rates (an increase of about 1%) and $43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about $1.25 per month.

The resolution suspends the April 10, 2024 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing

	of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed approved.**
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 24-XX • Copy of Letter Received by CenterPoint Energy regarding the GCCC Suspension Model Staff Report
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ $_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
John McDonald, City Administrator	

DIVIDER PAGE

RESOLUTION NO. 23-XX

RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS SUSPENDING THE APRIL 10, 2024 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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 FOR THE GULF COAST COALITION OF CITIES

WHEREAS, on or about March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to PURA §§ 33.001 and 36.001 filed with the City of _____, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 10, 2024; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") and will cooperate with the other similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, GCCC's member cities have previously authorized intervention in electric utility rate case proceedings before the Public Utility Commission of Texas ("Commission"); and

WHEREAS, GCCC has previously authorized the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, to make recommendations regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or the Commission; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

1. That the April 10, 2024, effective date of the rate request submitted by CenterPoint on or about March 6, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. That the City is authorized to cooperate with GCCC to coordinate efforts to protect the interests of the City and protect the interests of CenterPoint's end-use customers residing and conducting business within municipal limits.

3. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint on a timely basis.

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

5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Roslyn Dubberstein at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (rdubberstein@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2024.

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

DIVIDER PAGE

MODEL STAFF REPORT

ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE BEFORE APRIL 10, 2024

PURPOSE:

CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed an application on March 6, 2024 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by $60 million per year. The Company asks the City to approve an increase of $17 million in retail transmission and distribution rates (an increase of about 1%) and $43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about $1.25 per month.

The resolution suspends the April 10, 2024 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed approved.**

DISCUSSION

The City of _____, Texas is a member of a coalition of political subdivisions in the Greater Houston area known as the Gulf Coast Coalition of Cities ("GCCC"). GCCC has been in existence since the early 1990s. The GCCC represents the interests of its members on gas and electric utility matters before the Public Utility Commission of Texas, the Railroad Commission of Texas, the Electric Reliability Council of Texas, and the courts. For the past 20 years, GCCC has protected the authority of municipalities over monopoly electric and natural gas providers and has defended the interests of the residential and small commercial customers within the cities. Cities are often the only consumer advocates that work to keep utility rates reasonable. The work undertaken by GCCC has saved ratepayers millions of dollars in unreasonable charges. GCCC has previously approved the hiring of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to intervene in matters related to the electric utility rate case filings, representing GCCC members' interests.

Current members include the following 44 cities: Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Fairchilds, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Hunters Creek, Iowa Colony, Jersey Village, Jones Creek, Kemah, La Marque, Lake Jackson, Manvel, Missouri City, Mont Belvieu,

Morgan's Point, Nassau Bay, Oyster Creek, Pattison, Piney Point Village, Pleak, Prairie View, Rosenberg, Santa Fe, Seabrook, Sealy, Simonton, South Houston, Spring Valley Village, Stafford, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster, and Weston Lakes.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CenterPoint's request to raise rates by April 10, 2024.

Section 2. This provision authorizes the City to participate in a coalition of cities served by CenterPoint, GCCC, in order to more efficiently represent the interests of the City and their citizens.

Section 3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by GCCC cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both CenterPoint's counsel and GCCC's counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Spring Valley Village
City Council
Agenda Item Data Sheet

MEETING DATE March 26, 2024

TOPIC	**Consideration and Possible Action on** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE AGREEMENT FOR ENGINEERING REVIEW SERVICES FOR DRAINAGE PLAN REVIEWS BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

BACKGROUND	In March 2020, the previous City Administrator entered into an agreement for the provision of Drainage Review Services with Cobb, Fendley & Associates. This agreement was accepted and ratified by City Council at their regular meeting in May of that same year. The agreement included a clause subjecting the fees associated with the review of drainage plans for residential and commercial properties one acre in size or larger to revision on an annual basis on the anniversary date of the contract with approval by the city. The proposed increases are in an approximate range of 15% to 30%. This is the first time CobbFendley has sought to exercise their ability to seek an increase to the established fees since the original contract was signed in 2020. Additionally, CobbFenley is requesting an increase in the two other services covered by the agreement based on increased costs associated with providing these services: 1. Residential and commercial drainage plan reviews for properties less than 1 acre: Increase from $750/permit to $1,000/permit. 2. On-site meetings: Increase from $300/meeting to $450/meeting. City staff have a positive working relationship with the CobbFendley and have been impressed with their work and responsiveness to both our needs and our residents/builders.

RECOMMENDATION	Staff recommends approval of the resolution.

ATTACHMENTS	• Resolution 2024-XX with Exhibit "A" • Original agreement

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# _____

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER	**CITY ADMINISTRATOR APPROVAL**
John McDonald **City Administrator**	

RESOLUTION NUMBER 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE AGREEMENT FOR ENGINEERING REVIEW SERVICES FOR DRAINAGE PLAN REVIEWS BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND COBB, FENDLEY & ASSOCIATES, INC.; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2020, the City Council of the City of Spring Valley Village ratified a Proposal for Engineering Services by and between the City of Spring Valley Village, Texas, and Cobb, Fendley & Associates, Inc. for the provision of drainage plan review services ("Agreement"); and

WHEREAS, the Agreement states that included rates will be subject to revision with the approval of the City at the anniversary of the contract originally signed on March 27, 2020, and Cobb, Fendley & Associates has requested the fees to be amended.

NOW, THEREFORE

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

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

Section 2. The updated agreement, which is attached hereto as Exhibit "A', is hereby approved.

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

DULY PASSED AND APPROVED on this the 26th day of March, 2024.

_____
Marcos Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

EXHIBIT "A"

CobbFendley

March 1, 2024

John McDonald
City Administrator, Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Re: Amendment to Engineering Services
Spring Valley Village - Drainage Review Services
CobbFendley Project No. 2012-022-01

Dear McDonald:

Cobb, Fendley & Associates, Inc. submitted a proposal to the City for residential and commercial drainage reviews on March 19, 2020. CobbFendley has performed drainage reviews for the past four years under the original contract rates. As you know, there have been significant changes in inflation and employment costs during that time. It is in that context that CobbFendley respectfully requests the follow revisions to the drainage review contract:

Services billed as follows:	Recommended Amendment:
1. Residential and commercial drainage reviews for properties less than 1 acre shall be billed at $750/permit.	1. Residential and commercial drainage reviews for properties less than 1 acre shall be billed at **$1,000**/permit.
2. Residential and commercial drainage reviews of 1 acre or more shall be billed on an hourly basis in accordance with the 2020 rate schedule. These rates will be subject to revision with approval of the City at the anniversary date of this contract.	2. Residential and commercial drainage reviews of 1 acre or more shall be billed on an hourly basis in accordance with the **2024** rate schedule. These rates will be subject to revision with approval of the City at the anniversary date of this contract.
3. On-site meetings will be billed at $300 per meeting.	3. On-site meetings will be billed at $**450** per meeting.

If the engineering fees as described in this amendment are agreeable to you, please indicate your acceptance by signing in the space provided below and returning one copy to us for our file. The opportunity to provide professional engineering services to the City of Spring Valley Village is appreciated, and we look forward to serving you .

Sincerely yours,

COBB, FENDLEY & ASSOCIATES, INC.

Charles M. Eastland, P.E.
Chief Operating Officer

Scope of Service accepted by:

Spring Valley Village

_____
Signature

_____
Date of Authorization

CobbFendley

2024 Standard Rate Schedule

Senior Engineer V or Principal	$340.00/HR
Senior Engineer IV or Project Manager V	$324.00/HR
Senior Engineer III or Project Manager IV	$317.00/HR
Senior Engineer II or Project Manager III	$284.00/HR
Senior Engineer I or Project Manager II	$258.00/HR
Engineer III or Project Manager I	$205.00/HR
Engineer II	$185.00/HR
Engineer I	$152.00/HR
Graduate Engineer II	$141.00/HR
Graduate Engineer	$130.00/HR
Sr. Project Coordinator	$170.00/HR
Project Coordinator.	$117.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$176.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$152.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$134.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$115.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$89.00/HR
Licensed State Land Surveyor	$281.00/HR
Senior Registered Professional Land Surveyor II.	$300.00/HR
Senior Registered Professional Land Surveyor.	$263.00/HR
Registered Professional Land Surveyor II	$240.00/HR
Registered Professional Land Surveyor	$209.00/HR
Project Surveyor.	$185.00/HR
Certified Photogrammetrist.	$242.00/HR
4 Person Survey Crew	$233.00/HR
3 Person Survey Crew	$208.00/HR
2 Person Survey Crew	$176.00/HR
1 Person Survey Crew	$128.00/HR
2 Person Hy-Drone Crew	$415.00/HR
2 Person UAV Drone Crew	$286.00/HR
Construction Manager III	$340.00/HR
Construction Manager II	$281.00/HR
Construction Manager I	$219.00/HR
Construction Observer III	$190.00/HR
Construction Observer II	$160.00/HR
Construction Observer I	$134.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$284.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$228.00/HR

(Continued)

Sr. Right-of-Way Agent I or ROW Project Manager I.....$205.00/HR
Right-of-Way Agent III or ROW Attorney.....$195.00/HR
Right-of-Way Agent II.....$166.00/HR
Right-of-Way Agent I.....$131.00/HR
Right-of-Way Technician.....$119.00/HR
Administrative.....$128.00/HR
Clerical.....$98.00/HR
Field Data Device.....$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum).....$208/HR
One-Man Designating Crew (4-Hour Minimum).....$134/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....$385/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....$359/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum).....$317/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").....$0.15/Each
- Color Prints (Up to 11" x 17").....$1.50/Each
- Color Prints (Larger than 11" x 17").....$3.00/Sq. Ft.
- Bluelines (All Sizes).....$1.00/Each
- Bond Prints (All Sizes).....$2.00/Each
- Mylar Prints.....$12.00/Each
- Vellum Prints.....$9.00/Each

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

March 19, 2020

Zachary Meadows
Director of Community Development
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

Re: Proposal for Engineering Services
Spring Valley Village – Drainage Review Services
CobbFendley Project No. 2012-_____

Dear Mr. Meadows:

CobbFendley is pleased to submit this proposal to provide engineering services associated with performing drainage plan review services to the City of Spring Valley Village (Client). CobbFendley proposes to provide the Scope of Services and Compensation as outlined below.

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

Scope of Services

1. Provide drainage plan reviews as requested on an on-call basis for new residential construction, residential additions, swimming pool construction, commercial construction, etc. in accordance with Chapter 3 of the Code of Ordinances.
2. If necessary, meet with the applicant at the City to resolve issues associated with challenges meeting City requirements.

Compensation

Services will be billed as follows:

1. Residential and commercial drainage reviews for properties less than 1 acre shall be billed at $750/permit.
2. Residential and commercial drainage reviews of 1 acre or more shall be billed on an hourly basis in accordance with the attached 2020 rate schedule. These rates will be subject to revision with approval of the City at the anniversary date of this contract.
3. On-site meetings will be billed at $300 per meeting.

Special Provisions

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

Schedule of Services

CobbFendley will complete reviews within 10 days of receipt and provide a written tabulation of comments along with any plan mark-ups in electronic form. Plans will be received from the City electronically.

Proposal Acceptance

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty (30) days of the date hereon. The opportunity to propose professional engineering services to the City of Spring Valley Village is appreciated, and we look forward to serving you on this project.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

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

Attachment

This Proposal Accepted By:
CITY OF SPRING VALLEY VILLAGE

Signature

Julie M. Robinson
Printed Name

City Administrator
Title

03-27-2020
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.

CobbFendley

2020 Standard Rate Schedule

Senior Engineer V or Principal	$290.00/HR
Senior Engineer IV or Project Manager V	$270.00/HR
Senior Engineer III or Project Manager IV	$235.00/HR
Senior Engineer II or Project Manager III	$220.00/HR
Senior Engineer I or Project Manager II	$195.00/HR
Engineer III or Project Manager I	$170.00/HR
Engineer II	$150.00/HR
Engineer I	$125.00/HR
Graduate Engineer.	$105.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$165.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$145.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$125.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$100.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$80.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$60.00/HR
Licensed State Land Surveyor	$235.00/HR
Senior Registered Professional Land Surveyor.	$210.00/HR
Registered Professional Land Surveyor	$170.00/HR
4 Person Survey Crew	$190.00/HR
3 Person Survey Crew	$170.00/HR
2 Person Survey Crew	$145.00/HR
1 Person Survey Crew	$105.00/HR
2 Person Hy-Drone Crew	$340.00/HR
2 Person UAV Drone Crew	$235.00/HR
Construction Manager III	$280.00/HR
Construction Manager II	$230.00/HR
Construction Manager I	$185.00/HR
Construction Observer III	$155.00/HR
Construction Observer II	$130.00/HR
Construction Observer I	$110.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$180.00/HR
Right-of-Way Agent III or ROW Attorney	$160.00/HR
Right-of-Way Agent II	$140.00/HR
Right-of-Way Agent I	$110.00/HR
Right-of-Way Technician	$100.00/HR
Administrative	$105.00/HR
Clerical	$80.00/HR
Field Data Device	$40.00/HR/unit

(Continued)

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum).....$170/HR

One-Man Designating Crew (4-Hour Minimum).....$110/HR

Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....$315/HR

Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....$295/HR

Ground Penetrating Radar with 1 Technician (4-Hour Minimum).....$260/HR

Traffic Control Officer.....@ Cost + 10%

Traffic Control (Lane Closures, etc.).....To Be Negotiated

Permits (Local, State, etc.).....@ Cost + 10%

Designation, Location & Traffic Control Vehicles.....$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*).....$3.75/HR

Consultant or Specialty Contractor (Outside Firm).....@ Cost + 10%

Courier, Special Equipment Rental.....@ Cost + 10%

Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....@ Cost

Mileage (Standard Car or Truck).....IRS Approved Rate

Per Diem for Out of Town Travel (Per Day/Person).....GSA Standard Rate/Day

Title Plant Charges.....@ Cost + 10%

Other Misc. Expenses Related to the Project.....@ Cost + 10%

In-House Reproduction:

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

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

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	March 26, 2024
TOPIC:	**AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.**
BACKGROUND:	On May 17, 2023, City Council adopted Ordinance 2023-05, amending the Code of Ordinances, Chapter 8, Personnel and Administration, Article 8.100 – City Administrator, Section 8.105(d) – Powers and Duties, to place all departments under the supervision of the City Administrator. To clean up the code and address a conflict created by this previous amendment, this ordinance amends Article 8.400 – Police Department, Section 8.404 Executive Office, to require the Police Chief to report to the City Administrator for all administrative matters not related to law enforcement operations.
RECOMMENDATION:	Staff recommends approval of the ordinance.
ATTACHMENTS:	• Ordinance 24-XX Amending the Code of Ordinances, Article 8.404, Executive Office of Department.
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# 25-50-7518 ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ from unassigned fund balance will be used and added to Acct/Project# ☐ $_____ will be added to Revenue Acct# __-____ and $_____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
John McDonald, City Administrator	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 8 OF ITS CODE OF ORDINANCES, PERSONNEL AND ADMINISTRATION, ARTICLE 8.400, POLICE DEPARTMENT, SECTION 8.404, EXECUTIVE OFFICE OF DEPARTMENT, TO REQUIRE THE POLICE CHIEF TO REPORT TO THE CITY ADMINISTATOR RELATED TO ALL ADMINISTRATIVE MATTERS NOT RELATED TO LAW ENFORCEMENT OPERATIONS PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

WHEREAS, the City of Spring Valley Village desires to amend its ordinance to require the Chief of Police to report to the City Administrator related to all administrative matters not related to law enforcement operations; and

WHEREAS, the City Council of the City of Spring Valley Village finds that the amendments set forth in this ordinance are in the best interest of the health, safety and welfare of the citizens.

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

Section 1. The facts and matters contained in the preamble of this ordinance are herby found to be true and correct.

Section 2. Section 8.404, Executive Office of Department, of Article 8.400, Police Department, of Chapter 8, Personnel and Administration, by adding the language underscored below and deleting the language struck through below:

"**Section 8.404, Executive Office of Department**

The chief of police is the executive officer of the department for law enforcement operational purposes. The chief of police shall report to the City Administrator for all administrative matters not related to law enforcement operations. The chief of police shall be appointed by the city council. The chief of police shall serve at the will and pleasure of the city council, and shall be subject to discharge at any time, with or without cause, by a majority vote of those members of the city council qualified and serving. It is specifically provided that no person appointed to the position of chief of police shall have any entitlement, contractual right, or property right in such position or to continued employment by the city. He or she shall have

the authority to hire and discharge all employees of the police department, and in addition, promote, demote, discipline, and take any and all other personnel actions necessary for the operation of the police department in conjunction with the personnel policies of the City. He or she shall have the authority for enforcement of police department policies and police officers' responsibilities, together with full responsibility for the complete discharge of all duties imposed on him or her and the other police officers by law. The chief of police shall be the keeper of the city jail and shall have custody of all persons incarcerated therein. He or she shall have the custody of all lost, abandoned, or stolen property recovered in the city. He or she shall keep such records and reports concerning the activities of the department as may be required by statute or by the city council. The chief of police shall be responsible for the performance by the police department of its functions and duties, and all persons who are members of the police department, including all members of the police reserve force, shall serve subject to the orders of the chief of police."

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

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

Section 5. This ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the regulations, restrictions, terms and conditions provided for herein.

Section 6. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED, APPROVED AND ORDAINED on this the 26th day of March, 2024.

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

ATTEST:

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

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	March 26, 2024
TOPIC:	**Consideration and Possible action on:** **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS, ARTICLE 1.1900, CITY PARK FUND, AND ARTICLE 1.2100, RULES AND REGULATIONS OF GREENSPACE, IN THEIR ENTIRETY; AND CREATING A NEW CHAPTER 14, PARKS AND GREENSPACE, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A PENALTY FOR EACH VIOLATION OF ANY PROVISION HEREOF.**
BACKGROUND:	With the dissolution of the Civic Activities Board and the Greenspace Board in 2019, the City has been without an advisory board to support the City Council in the areas of parks and greenspace. At the request of Council, the attached ordinance is brought forward to address this area with the creation of Park and Greenspace Board. This board would serve in an advisory capacity to support Council and staff by providing strategic guidance and input and parks and greenspace matters. In addition to creating this new board, the proposed ordinance relocates three Code of Ordinances Articles currently located in Chapter 1, General Provisions, to a new Chapter 14, Parks and Greenspace. Chapter 14 would include: • Article 14.100 General, creating the new board of seven members and setting their duties • Article 14.200 Rules and Regulations of City Parks (previously Article 1.1800) • Article 14.300 City Park Fund (previously Article 1.1900) • Article 14.400 Rules and Regulations of City Greenspace (previously Article 1.2100) Other than minor scrivener errors, there have been no changes to those Articles brought over from Chapter 1.
RECOMMENDATION:	Staff recommends approval of the ordinance.
ATTACHMENTS:	• Ordinance 24-XX creating a new Park and Greenspace Board

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

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
John McDonald, City Administrator	

ORDINANCE NO. 2024-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS, ARTICLE 1.1900, CITY PARK FUND, AND ARTICLE 1.2100, RULES AND REGULATIONS OF GREENSPACE, IN THEIR ENTIRETY; AND CREATING A NEW CHAPTER 14, PARKS AND GREENSPACE, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING A PENALTY FOR EACH VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, the City Council of the City of Spring Valley Village ("City Council"), recognizes the desire of its citizens to have parks and greenspace opportunities; and

WHEREAS, the City Council wishes to provide its citizens with an increased level of services and has determined that the creation of a Parks and Greenspace Board will assist the City in improving its parks and greenspace; and

WHEREAS, the City Council has determined it appropriate to amend the Code of Ordinances to adopt a new article establishing the Spring Valley Village Parks and Greenspace Board; and

WHEREAS, the City Council finds and determines that the provisions set forth herein support its goal of increasing parks and greenspace opportunities and should therefore be adopted; now, therefore,

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

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

Section 2. Article 1.1800, Rules and Regulations of Public Parks; Article 1.1900, City Park Fund; and Article 1.2100, Rules and Regulations of Greenspace in Chapter 1, General Provisions of the Code of Ordinances of the City of Spring Valley Village, Texas, are hereby deleted in their entirety.

Section 3. A new Chapter 14, Parks and Greenspace, of the Code of Ordinances of the City of Spring Valley Village, Texas, is hereby established as shown in Exhibit "A" attached.

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

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $500. Each day of violation shall constitute a separate offense.

PASSED, APPROVED, AND ORDAINED this the 26th day of March, 2024.

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

ATTEST:

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

EXHIBIT "A"

Chapter 14 – Parks and Greenspace

Article 14.100 – General

§14.101 Board Appointed

(a) There is hereby created a park and greenspace board which shall consist of seven (7) residents of the City of Spring Valley Village, Texas. The members of the park and greenspace board shall be appointed by the city council for a term of two (2) years. Board members shall be eligible for reappointment. The board shall elect its chairperson from among its members, and he or she shall serve for two (2) years, or until his or her successor is elected and qualified. All members of the board shall serve without pay, and the board shall adopt such rules of procedure and other rules as may be necessary for the regulation of its business and affairs.

(b) Members shall serve at the pleasure of city council and are subject to removal by the city council at any time, with or without cause, and shall have no expectation of continued service either in the position or on the board. A member who is absent from three (3) consecutive meetings of the board shall be subject to removal by city council.

§14.102 Advisory Board

(a) The board shall serve in an advisory capacity to the city council and the city administrator. The board and the city administrator, or his or her designee, shall meet no less than once every other month, and at such other times as the board may, by resolution, determine. The board shall submit to the city council an annual report of its operations, together with its recommendations for the improvement of the park, greenspace, and recreation program as it may deem appropriate.

§14.103 Duties

(a) The board shall endeavor to stimulate public interest in the development and maintenance of the city park, playgrounds, and a well-rounded community-wide greenspace program, it shall endeavor to interpret the work of the city in these areas and promote close cooperation between the city and all private citizens, institutions, and agencies, to the end that all park and recreational facilities and resources within, or controlled by, the city may make their maximum contribution to the public welfare.

(b) The board shall also be responsible for making recommendations to the city council and the city administrator regarding issues and ordinances related to community

appearance, beautification and the environment of the city, and the entrances into the city.

Article 14.200 – Rules and Regulations of City Parks

§ 14.201 Definitions

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

(1) City shall mean the City of Spring Valley Village, Texas.

(2) City administrator means the city's city administrator or his or her designee.

(3) Motor vehicle or motorized equipment means a self-propelled vehicle or equipment.

(4) Motorcycle means a motor vehicle, other than a tractor, that is equipped with a rider's saddle or seat and designed to have, when propelled, not more than three (3) wheels on the ground.

(5) Person means any individual, person, firm partnership, association, corporation, or organization of any kind.

(6) Public gathering means a planned (long term or spontaneously planned) event that includes a minimum of fifty (50) people in a public park for a specific purpose.

(7) Public park or park means any land designated, used, obtained or acquired by the city for use as a public park, recreation, or playground area and any building or facility thereon operated by the city as a public park whether or not such area(s) has been formally dedicated for such purposes. Hike and bike paths are specifically excluded from the coverage of this article.

(8) Trailer means a vehicle, with or without motive power:

a. Designed to be drawn by a motor vehicle and to transport persons or property; and

b. Constructed so that no part of the vehicle's weight and load rests on the motor vehicle.

(9) Vehicle means a device that can be used to transport or draw persons or property on a street, road, alley, drive, highway, or other type of thoroughfare.

§ 14.202 Purpose

It is the purpose of this article to establish rules and regulations governing the use of and conduct in public parks of the City of Spring Valley Village.

§ 14.203 Offenses

(a) Public Parks. Within the limits of any public park in the city limits, it shall be unlawful for any person to do or perform any of the acts specified below, except as otherwise may be provided:

(1) Operate and/or use any motor vehicle or motorized equipment in and/or upon a public park except in certain areas, drives and pathways specifically designated or authorized for such purpose, including, but not limited to: automobiles, airplanes, drones, motor bikes, motorcycles, all-terrain vehicles (ATVs), mopeds, go-carts, or motorized models.

(2) Operate any motor vehicle or motorized equipment in areas designated for the operation of such motor vehicles or motorized equipment in willful or wanton disregard for the safety of persons or property.

(3) Park any motor vehicle or motorized equipment upon the grass, lawn, or any other areas within a public park that have not been designed for parking purposes.

(4) Park any motor vehicle or motorized equipment in any parking lot or parking area so as to obstruct, block or hinder ingress or egress of such parking lot or parking area.

(5) Permit or allow any child under the age of ten (10) years of age to make use of a public park without adult supervision.

(6) Place or leave trash, refuse, or litter except in receptacles furnished for that purpose by the city.

(7) Permit animal(s), other than domestic dog(s) and domestic cat(s) on a leash, within a public park. In addition to this prohibition, it shall be an additional offense for any person who permits any animal within a public park boundary and fails to remove any waste left by such animal.

(8) Fail to notify a city official at the city hall or the police department of:

(i) A defective or dangerous condition at a public park, or

(ii) Any injury or damage to persons or property occurring at a public park.

(9) Possess within or bring any alcoholic beverage(s) into a public park.

(10) Possess within or bring any glass container(s) into a public park.

(11) Offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived in a public park without first obtaining the required permit as provided in this article.

(12) Allow a public gathering in a public park without first obtaining the required permit as provided in this article.

(b) Nothing herein shall be construed to prohibit motor vehicles or motorized equipment used for the purpose of maintenance or for other public purposes performed by or at the direction of the city.

§ 14.204 Hours

Public parks shall be closed at night between the hours of 10:00 p.m. and 6:00 a.m. It shall be unlawful for any person to use or be in a public park when it is closed between the hours of 10:00 p.m. and 6:00 a.m.

§ 14.205 Signage

(a) The city administrator or his/her designee is hereby authorized and directed to erect and place appropriate signs in areas of public parks to inform persons:

(1) Where parking is allowed.

(2) Where motor vehicles, motorized equipment or other vehicles may be operated.

(3) Where motor vehicles, motorized equipment, other vehicles and/or trailers are prohibited.

(4) Hours of operation for a public park.

(5) Other information signs that may be required.

§ 14.206 Use of Public Parks; Permits

(a) General Duties of the City Administrator. It shall be the duty of the city administrator to direct, control and manage all public parks, athletic facilities, hike and bike trails, parkways, playgrounds and recreation buildings and other improvements on park and playground property belonging to or under the control of the city and such other grounds as may be placed under the city

administrator's control from time to time by the mayor and city council, and to direct the improvement and maintenance of all such properties.

(b) Authority of the City Administrator. The city administrator shall have authority to prescribe written rules and regulations for the administration of and orderly government and use of the public parks, provided that such regulations do not conflict with valid laws or ordinances. A copy of such rules and regulations shall be maintained for public inspection in the offices of the city secretary and on the city's website. Without limitation, the city administrator is authorized to include provisions that govern the use of public parks by the public and may prescribe such rules and regulations that promote the healthful and generalized use of public parks.

(c) No Sales of Goods or Activities for which a Fee is Charged in Parks. No person shall have the right to offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived, within any public park without first obtaining a permit as provided in this section.

(d) No permit shall be required to use a public park except in the following circumstances:

(1) Use of any park building or park facility for which a rental fee is imposed by the city pursuant to this code;

(2) Use of any other improved and specially maintained area so designated by a rule or regulation promulgated pursuant to this code;

(3) Use of a public park for the sale of goods or activities for which a fee is charged; or

(4) Use of a public park for a public gathering.

(e) Use of a public park pursuant to subsection (d) shall be on a first-come, first-served basis. The city administrator shall cause all completed written applications received to be immediately time-stamped upon their actual receipt by his or her office. The first in time shall be the first in right, provided that if two (2) or more conflicting applications are received simultaneously, then preference shall be given to Spring Valley Village residents. If two (2) or more conflicting applications are received simultaneously from two (2) Spring Valley Village residents or two (2) non-Spring Valley Village residents, then the precedence shall be determined by an impartial means of chance.

(f) Application for Permit. Any person desiring the permission required in subsection (c) shall make written application to the city administrator setting forth the following information:

(1) The date of application;

(2) The designated area or facility desired;

(3) The date and time period for use of the designated area or facility;

(4) The name, address, and phone number of the applicant;

(5) Whether the applicant is a resident of the City of Spring Valley Village;

(6) The name of the person reserving the designated area or facility;

(7) The estimated attendance;

(8) The type or purpose of the function;

(9) The type of sound system, if any;

(10) The special effects or features, if any; for example, gun salutes (blanks only), fireworks, bands, etc.;

(11) Whether the function sponsored is for profit or nonprofit;

(12) Whether goods will be sold or fees charged.

(g) Reasons for Permit Denial. Upon receiving such written application, the City Administrator must grant permission to use the designated area or facility unless:

(1) The designated area or facility has been previously reserved;

(2) The applicant refuses to pay any applicable fees imposed by the city pursuant to this code;

(3) The applicant refuses to obtain concession consent pursuant to this code, if applicable;

(4) The size and nature of the function is inappropriate for the public park area or facility requested or will substantially interrupt the safe and orderly movement of traffic or police, fire, or ambulance emergency vehicles and/or equipment on streets adjacent to, running through or around the public park; or

(5) The proposed function would be disruptive to or incompatible with, or cause an adverse effect on the use of the public park area or facility by others.

(h) Circumstances Where Security Precautions Necessary. If the city administrator determines that the use of a public park for an event and/or public gathering may reasonably cause severe injury to persons or property or create a riot or disturbance detrimental to the health, safety and welfare of the public, he/she may require that additional security precautions be taken to permit the requested use of the public park. In such event, the city administrator may grant the permit with a condition that the applicant must submit a written proposal for security and obtain the city administrator's approval thereof prior to the event and/or public gathering. Such proposal shall be subject to review, approval and appeal in the same manner as a permit application under this section.

(i) Procedure of City Administrator Upon Permit Denial. If the city administrator denies the permit, then the city administrator must notify the applicant of the denial and the reasons therefor by letter mailed to the applicant within ten (10) business days of the date of the receipt of the application. Such letter shall be addressed to the applicant at the address stated on the application. If the city administrator fails to mail such a letter within such 10-day period, such failure shall be deemed a granting of permission to use the public park area or facility as requested. If the denial is based upon subsections (g)(4) or (g)(5) above, the city administrator shall advise the applicant of alternative public park areas, if any, capable of handling a public gathering of the requested size and nature.

(j) Procedure of City Council Upon Permit Denial. In the event the city administrator denies any applicant permission to use a public park, the applicant may appeal the decision of the city administrator to the city council. The applicant must submit an appeal in writing to the city secretary within five (5) business days of the denial. The city secretary shall place the appeal of the city administrator's denial of permission to use a public park on the next city council meeting agenda and notify the applicant in writing of the date on which the city council will hear the appeal. The city council shall render a decision upon the appeal city administrator's denial, and such decision by the city council shall be final and conclusive.

§ 14.207 Park User Fees

(a) Fees and charges for parks concessions, rentals, admissions, vending licenses and permits, as well as athletics and recreation classes sponsored by the city or a private vendor (collectively denoted "park user fees") shall be established by the city council. A copy of the schedule of park user fees shall be maintained for public inspection in the office of the city secretary.

(b) It shall be the responsibility of the city administrator to submit to the city council, as appropriate, revisions to the schedule of park user fees.

(c) The city administrator shall establish uniform procedures relating to reservations, deposits, and the manner for paying park user fees.

(d) The city administrator may waive park user fees for any city-sponsored or cosponsored function or event. For purposes of this section, the city administrator is authorized to declare "city sponsorship."

ARTICLE 14.300 CITY PARK FUND

§ 14.301 Special Fund Created; Limitations on Disbursement

The city council of the City of Spring Valley Village creates this special fund, in accordance with Section 101.004 of the Texas Local Government Code, as amended, for the purpose specified in the following section of this article. The special fund shall be maintained and shall only be disbursed for the purpose or purposes for which this special fund is created. Any disbursement of this special fund shall require the express authorization of the city council.

§ 14.302 Special Purpose

The special fund created by this article shall be maintained and shall be disbursed and used only for the following purpose(s):

The city may receive, through donation or gift (in accordance with the city policy for receipt of donations and gifts), or through any lawful fund-raising activities authorized by the city council, amounts to be placed in the special fund entitled "The City of Spring Valley Public Park and Public Park Improvement Fund," which may be shortened for recordkeeping purposes to "City Park Fund." The purpose of the fund shall be any public purpose connected with public parks and their improvement, in accordance with state law, in which the City of Spring Valley may engage. (Ordinance 93-11, Book V, adopted 10-14-93)

ARTICLE 14.400 RULES AND REGULATIONS OF CITY GREENSPACE

§ 14.401 Greenspace Defined

As used in this article, the term "greenspace" and "city greenspace" shall mean the following areas of land maintained by the city as greenbelt: or other open area:

(a) All that land owned by the State of Texas adjacent to and immediately north of the sound wall that is constructed along the Interstate 10 right-of-way between Campbell Road and Voss Road.

§ 14.402 Purpose

It is the purpose of this article to establish rules and regulations governing the use of, and the conduct of persons in, the greenspace in the city.

§ 14.403 Regulations

It shall be unlawful for any person to:

(a) Permit or allow any child under the age of ten (10) years to use of the city greenspace without adult supervision;

(b) Use any motorized equipment or vehicle, including, but not limited to, automobiles, motor bikes, motorcycles, mopeds, go carts, or motorized models in the greenspace; provided, however, nothing herein shall be construed to prohibit (1) motorized equipment used for the purposes of maintenance or for other public purposes, done by or at the discretion of the city or (2) a handicapped person to operate a powered "scooter" on trails in the greenspace;

(c) Use, operate, or ride bicycles, tricycles, skateboards, rollerblades, skates, or other similar devices in the greenspace; provided, however such devices may be walked without riders through the greenspace;

(d) Place or leave trash, refuse, or litter in the greenspace, except in receptacles furnished for that purpose by the city;

(e) Permit or possess any animal, except for dogs and cats on leashes and under control, within the boundaries of the city greenspace;

(f) Fail to remove any waste left by such animal in the greenspace;

(g) Fail to notify a city official at the city hall or the police department of any injury or damage to persons or property occurring in such greenspace;

(h) Possess or bring any glass container into a city greenspace;

(i) Damage, deface, vandalize, or remove any greenspace amenity, structure, or apparatus such as but not limited to signs, water fountains, benches, bicycle racks, and trash cans;

(j) Possess fireworks of any kind, including sparklers, in the greenspace;

(k) Have an open fire of any kind in the greenspace;

(l) Disturb wildlife or remove nesting in the greenspace;

(m) Damage, disturb, deface, vandalize, or remove any trees, plants, shrubs, flora, fauna, or rocks in the greenspace;

(n) Plant anything in the greenspace without written approval by the city administrator;

(o) Leave or otherwise abandon domesticated animals in the greenspace;

(p) Smoke any product such as cigarettes, cigars, and pipes in the greenspace; or

(q) Possess or use an air gun or paint gun in the greenspace.

§ 14.404 Hours of operation

The city greenspace shall be closed at night between one (1) hour after sundown and one (1) hour before sunrise. It shall be unlawful for any person to use or be in a city greenspace when it is closed.

§ 14.405 Reservations

Facilities in the greenspace may not be reserved.

§ 1.2106 Signs and Handouts

The city administrator, and his or her designated representatives, are authorized to place, or have placed, signs to inform persons of these greenspace rules and regulations, and to make handouts available at the city hall for the same purpose.