



Regular City Council Meeting
May 28, 2024
6:00 p.m.



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, May 28, 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/83138329245>

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: 831 3832 9245 and #.

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

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

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. PLEDGE OF ALLEGIANCE

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

3. INTRODUCTIONS

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

- 4.1 Silent Hero Award Presentation
- 4.2 2024 Municipal Clerks Honor Roll

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 Special Called City Council Meeting on February 27, 2024
- 6.2 Minutes for Regular Called City Council Meeting on April 23, 2024
- 6.3 Approval of Pay Estimate No. 1 - Pay Estimate for Brighton Place Pavement and Utility Improvement Project to Conrad Construction, ltd in the amount of \$159,930.00
- 6.4 Approval of Pay Estimate No. 1 - Pay Estimate for Cedarspur (West of Bingle) Burkhart (East of Bingle) Pavement and Utility Improvement Project to On Par Civil Services, LLC. in the amount of \$72,340.20

OLD BUSINESS

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: April 2024 Police Department Staff Report (Chief Schulze):

1. Number of Calls for Service
2. Number of Traffic Violations
3. Total Station Demonstration

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
3. Pavement Assessment
4. May 16th Storm

9. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on May 8, 2024, and Any Special Meetings That May Have Occurred since May 8, 2024. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

NEW BUSINESS

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING THE PRESIDING JUDGE, ALTERNATE JUDGES, CHIEF PROSECUTING ATTORNEY, PROSECUTING ATTORNEY, AND COURT ADMINISTRATOR TO THE SPRING VALLEY VILLAGE MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE.
11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX “A” THEREOF SECTION 6.003 AND SUBSTITUTING THEREFOR A NEW SECTION 6.003; ESTABLISHING A SCHEDULE OF FEES FOR POTABLE WATER; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of proposal for IDS Engineering Group to prepare an Elevated Storage Tank Variance in an amount not to exceed \$84,260.00.
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Proposal by Clark Condon Associates for Planting and Irrigation Improvements Along the I-10 Sound Wall between Campbell Road and Bingle Road
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Proposed Police Department Reorganization to Include New Command Positions and Assignments and the Creation of a New Full-Time Administrative Assistant Position
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of an Amended Interlocal Cooperation Agreement Between the City of Spring Valley Village, Texas, and the City of Hilshire Village, Texas, Providing for Police and Municipal Court Services
16. **ADJOURNMENT**

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

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

I certify that a copy of the May 28, 2024 agenda of items to be considered by City Council was posted on or before the 24th day of May 2024, at 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest.


Jasmin Torres
City Secretary



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

Consent Agenda Items

**MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, FEBRUARY 27, 2024 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 5:06 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro-Tem Allen Carpenter (arrived at 5:11 p.m.)

Council Member Steve Bass

Council Member David Dominy (attended by video conference)

Council Member John Lisenby

Council Member Joy McCormack

Members Absent:

None.

2. COUNCIL INPUT AND DISCUSSION CONCERNING: Goals and objectives for the upcoming year.

At this time, City Administrator John McDonald opened the discussion with the Council and stated some of the goals for the City and ideas that Mayor Vajdos relayed previously for discussion for this workshop. Among those items to be considered were a parks board for City events, reworking the Capital Improvement Projects, and landscaping for City-maintained properties. All City Council members agreed that there were projects that had been talked about previously that had not moved forward and needed to be looked at again as well as projects that had been looked at and just had not moved at all.

Mayor Vajdos proposed the re-establishment of a Civic Activities Board, and while all members agreed that a board of some sort needed to be established it was the consensus of all members for the board to be a Park Board that would encompass all things the Council was seeking. The plan for the Parks Board would be to have this in place for approval for the March City Council meeting and have nominations for this board presented for the April City Council meeting. Mayor Vajdos also added that he would like to see the holiday light contest be brought back to the City, an update to the City Park equipment, and the park resurfacing. As the conversation continued, Council Member McCormack asked about the old and any new communication strategies that the City is using, having an impact report included in this communication, and making sure that our current communication strategies are the best to keep our citizens informed. Mayor Vajdos recommended a quarterly newsletter. Commissioner Dixon pointed out at this time that the Police Department has been researching different communication applications that would include the use of email and text messaging and talked about the Ulink Solution which would be a fifteen-hundred dollar (\$1500.00) a year cost and two-cent cost (\$0.02) per text notification.

The topic of conversation was then turned to Capital Improvement Projects (CIP) and reworking it by Council Member McCormack. Council Member Dominy requested for there to be an emphasis placed on the Tamy Lane / Pech Foot Bridge for any repairs and just overall beautification as well as the maintenance of the I-10 Landscape. The conversation then continued and included the City sound wall and keeping it as well or the possibility of a new concept such as a community garden as recommended by Mayor Vajdos, Council Member Carpenter pointed out that the area is owned by the Texas Department of Transportation and the City only maintains that area. He recommended that there be communication with TX DOT (Texas Department of Transportation) to see if anything could be done with the area. Council Member Lisenby and Council Member McCormack brought up the need for beautification of existing City signs as well as new signage throughout the City and keeping up with as well as maintaining City aesthetics. Council Member Carpenter asked City staff if anyone was knowledgeable or recalled anything regarding the leasing agreements and replacements for streetlights and the maintenance of existing streetlights in the City. Council Member Carpenter mentioned that there are no decorative streetlights on Bingle Road and Campbell Road and that the streetlights on Green Valley, Voss, and Wes Tex are dark and or not working and need to be called on for maintenance. He asked City staff to see what the City areas that do not have decorative streetlights are to maintain that aesthetic throughout the City. Council Member Lisenby also mentioned looking into a Spring Valley Village Welcome or Monument sign near the sound wall landscaping and a speed limit sign or speed controller south on Bingle Road. He also raised the notion of City staff looking into pricing with the City garbage recycling contractor for backdoor trash pickup to help keep recycling containers off curbs and be maintained behind gates.

At the beginning of the meeting, one of the communication methods proposed by Mayor Vajdos was a quarterly newsletter. Mayor Vajdos at this point in the discussion moved the conversation to the possibility of a second (2nd) water meter for residents and for that information to be presented via the newsletter including information regarding the benefits, and costs if any incurred to the resident.

3. ADJOURNMENT

Council Member Carpenter made a motion to adjourn the meeting at 5:54 p.m., and Council Member Bass seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, APRIL 23, 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 6:04 p.m.

Members Present:

Mayor Marcus Vajdos (left at 6:57 p.m.)

Mayor Pro Tem Allen Carpenter

Council Member Steve Bass

Council Member John Lisenby

Council Member Joy McCormack

Members Absent:

Council Member David Dominy

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

2.2 Texas Flag

During the Regular City Council Meeting, Annalise Garza of Girl Scout Troop 124019 led City Council, City staff, and visitors in the Pledge of Allegiance.

3. INTRODUCTIONS

John McDonald, City Administrator

Loren Smith, City Attorney

Jasmin Torres, City Secretary

Brent Walker, City Treasurer

Kristina Watson, Public Works Director

Jose Gomez, Development Services Manager

Mark Schulze, Chief of Police

David Dixon, Police Commissioner

Justin Lane, Police Captain

Carlos Menchaca, Lieutenant

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 Municipal Clerks Week

Mayor Vajdos read the proclamation aloud and declared May 5 – May 11, 2024, Municipal Clerks Week in Spring Valley Village.

4.2 Police Week

Mayor Vajdos read the proclamation aloud and declared May 12 - 18, 2024, Police

Week in Spring Valley Village.

4.3 Public Works Week

Mayor Vajdos read the proclamation aloud and declared May 19 - 25, 2024, Public Works Week in Spring Valley Village.

5. **PUBLIC COMMENTS**

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

- 5.1.1 Dipti Bhakta, who lives at 9154 Cardwell Street, spoke regarding her concern of dog waste being left at her address as well as other neighbors on her street and she presented the Council with an ordinance approved by the City of Houston for possible adoption by Spring Valley Village of this same concern and topic.

At this time, Mayor Vajdos requested for Agenda Item 12, Agenda Item 16 - 18 to be taken out of order. Council Member Bass made a motion to take Agenda Item 12 and Agenda Items 16-18 out of order, and Council Member Lisenby seconded the motion. Motion carried 4-0.

12. **DISCUSSION AND POSSIBLE ACTION CONCERNING:** A Memorandum of Understanding between the City of Spring Valley Village, Texas and Girl Scout Troop 124019 for the installation of a Gaga Ball Pit at City Park.

City Administrator John McDonald briefed the Council with a history on the request and process of staff considering the Gaga Ball Pit at the City Park included where and when the Gaga Ball Pitt would be installed. Council Member McCormack made a motion to approve the installation of a Gaga Ball Pitt and the City Park, and Council Member Bass seconded the motion. Motion carried 4-0.

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

- 16.1 Section 551.071 – Consultation with Attorney regarding pending or contemplated litigation or a matter in which the duty of the City Attorney requires to be discussed in a closed meeting.
- 16.2 Section 551.087 – Deliberation Regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

Council adjourned into the Executive Session at 6:20 p.m.

18. **RECONVENE**

The City Council meeting reconvened at 6:56 p.m.

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

No action.

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 March 26, 2024

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

OLD BUSINESS

7. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: March 2024 Police Department Staff Report (Chief Schulze):

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

1. Number of Calls for Service – 4,442
2. Number of Traffic Violations – 1,168
3. Auto Thefts – Because of an increase of auto thefts and a total of six (6) in the City, the Police Department has been working with the City of Houston and Sheriff's Department Auto Crimes teams to develop new ideas and strategies to put in place for these events and their prevention.
4. Fatality crash on the 8500 block of Katy Eastbound where the Police Department was able to use the total station to aide in resolving, clearing, and assessing the crash damage.

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

1. Status of Brighton Place Pavement & Utility Improvement

Public Works Director Kristina Watson informed the City Council that Conrad Construction has turned in the pending submittals and they have been reviewed by Cobb Fendley. There have been some things that were returned and currently are awaiting revision to be returned for review again. The notice to proceed will be issued April 29, 2024. Residents will begin to see surveyors, signs being delivered, and other construction preparations for traffic control as early as next week. Phase One (1) is still set to begin on Cedarspur. City staff is still waiting on the final proposal from CenterPoint regarding the City street lights for the removal, storage, and reinstallation during this project.

2. Status of Cedarspur (West of Bingle) and Burkhart (East of Bingle) Pavement & Utility Improvement

Public Works Director Kristina Watson informed the Council that On Par Civil Services is currently laying out their temporary asphalt so that they can get the lanes moved over and begin to work. They will begin saw cutting at the end of the week or beginning of the upcoming week and be able to begin tearing up the road. City staff is still working with On Par Civil Services for an updated traffic control plan for Bingle Road and the feedback received from the public meeting with residents. Currently, the changes are regarding the timeline as the information received was for the entirety of the project. There are certain phases in the project that the plan is much more complex than needed and not needed for the entire project.

3. American Rescue Plan Act (ARPA) Water Plant Upgrades

Public Works Director Kristina Watson informed the Council that the City has received the one hundred percent (100%) design plans for the American Rescue Plan Act (ARPA) Water Plant Upgrades. The bid schedule has been created and this project will go out for bid on May 22, 2024, and bringing it to Council in July for award.

4. Water System Connections, TCEQ waiver

Public Works Director Kristina Watson informed the Council that Chapter 290 of the Texas Administrative Code requires that systems with twenty-five hundred (2,500) connections or more are required to provide an elevated storage. After analyzing the number of connections the City has, City staff has asked IDS Engineering to prepare a proposal to apply for a TCEQ waiver for the Water System Connections. If the waiver is granted it would buy the City some time to plan an elevated storage facility of some sort to be added to the CIP (Capital Improvement Projects).

9. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on March 20, 2024, and Any Special Meetings That May Have Occurred since March 20, 2024. (Mayor Pro-Tem Carpenter / Council Member Lisenby)

Brian Croft presented the Village Fire Department updates for the month of March.

Staffing:

1. There are currently two individuals that are off duty injured.
2. Earlier in the month there was a hiring process to hire two vacancies. One candidate is currently going through a background check and the other is still going through the process.
3. The Village Fire Department approved the hiring of a part-time dispatcher to help open some shifts.

Apparatus and Equipment:

1. Three (3) vehicles have been sent out for preventative maintenance. Engine One (1), Engine Two (2), and Medic Two (2) were sent and the ladder will be going out as well later in the month.

Incidents:

For the month of March there were eighteen (18) fire incidents, seventeen (17) EMS incidents, and one (1) non-service call for a total of thirty-six (36) incidents in March for Spring Valley Village with an average response time of four (4) minutes

and forty-one (41) seconds.

Projects and Activities:

1. The roof project is still being worked on. Bidding will begin April 30th.
2. The finance consultant is still helping the Village Fire Department with the current budget to be presented for 2025.

NEW BUSINESS

- 10. BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending March 31, 2024.

City Treasurer Brent Walker briefed the Council of the Quarterly Investment Report for the period ending on March 31, 2024.

- 11. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Presentation and Acceptance of Fiscal Year 2022-2023 Audited Comprehensive Annual Financial Report Prepared by Belt, Harris Pechacek, LLP, Certified Public Accountants.

Robert Belt of Belt, Harris Pechacek, LLP presented the 2022-2023 fiscal year audited comprehensive annual fiscal report.

- 13. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance No. 2024-XX – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING FROM APPENDIX "A" THEREOF SECTION 6.004; ESTABLISHING A SCHEDULE OF FEES FOR SANITARY SEWER SERVICES; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.

Mayor Pro Tem Carpenter read the Ordinance by caption only. Council Member Bass made a motion to approve the amendment of fees to change the current rate at the seven-point one percent (7.1%) increase for Ordinance Number 2024-08, Council Member Lisenby seconded the motion. Motion carried 4-0.

- 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.

Mayor Pro Tem Carpenter read the Resolution by caption only. Council Member Lisenby made a motion to approve the amendment of fees for the review of engineering services for drainage plan review fees with Cobb, Fendley & Associates, Inc. for Resolution Number 24-06, Council Member Bass seconded the motion. Motion carried 4-0.

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 ADMINISTRATOR 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 Pro Tem Carpenter read the Ordinance by caption only. Council Member Bass made a motion to approve the amendment of Chapter Eight (8), personnel and administration, Article 8.400, Police Department, requiring the Police Chief to report to the City Administrator for all administrative matters not related to law enforcement for Ordinance Number 2024-09, Council Member McCormack seconded the motion. Motion carried 4-0.

20. **ADJOURNMENT**

Council Member McCormack motioned to adjourn the meeting at 7:52 p.m., and Council Member Bass seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

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

MEETING DATE: May 28, 2024

TOPIC: **Approval of Pay Estimate No. 1 - Pay Estimate for Brighton Place Pavement and Utility Improvement Project to Conrad Construction, Ltd in the amount of \$159,930.00**

BACKGROUND: This is the 1st pay estimate to be submitted by Conrad Construction, Ltd. for the Brighton Place Pavement and Utility Improvement Project (2023-12-105) for mobilization and retainage completed April 2024.

RECOMMENDATION: CobbFendley Project Engineer Jennifer Steen, and City staff have reviewed Pay Estimate No. 1 and recommend approval.

ATTACHMENTS: • Pay Estimate No. 1 Submitted by Conrad Construction, Ltd.

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# _____

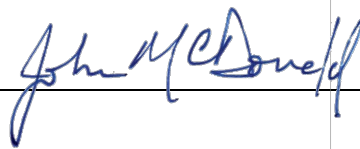
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Kristina Watson, Public Works Director

CITY ADMINISTRATOR APPROVAL:





May 6, 2024

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

Re: Brighton Place Reconstruction
Payment Application #1
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #1 from Conrad Construction Co., LTD for the above-referenced project. We have reviewed the enclosed payment application and find it to be correct with quantities verified to the extent practical in the field. Retainage in the amount of 10% is being held in accordance with the Contract Documents. We recommend approval of payment in the amount of \$159,930.00.

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

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jennifer Steen".

Jennifer Steen, PE
Sr. Project Manager

Application and Certificate for Payment

PROJECT: Brighton Place Reconstruction
OWNER: City of Spring Valley Village
ADDRESS: 1025 Campbell Road
 Houston, TX 77055

Estimate: #1

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365 days
Substantial Completion Date	4/30/2025	Current Approved Extensions	1 days
Final Completion Date	4/30/2025	Previous Approved Extensions	0 days
		Total Contract Time	366 days
PAY PERIOD:	From: 4/29/2024	Spent Days	1 days
	To: 4/30/2024	Days Remaining	365 days
		Rain Days To Date	0 days
		Percent of Contract Time Completed	0%

CHANGE ORDERS

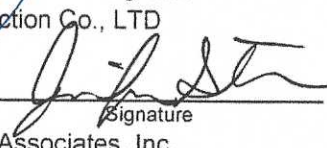
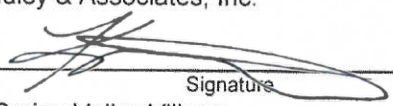
	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	5/6/2024	Rain Days to Date	1
Total Change Orders:			\$0.00	1

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	-
Contract Sum to Date:	\$	6,250,674.50
Total Completed and Stored to Date:	\$	177,700.00
Percent of Work Installed		3%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	17,770.00
Total Earned Less Retainage:	\$	159,930.00
Less Previous Certificates of Payment:	\$	-
Current Payment Due:	\$	159,930.00

PAYMENT REVIEW AND APPROVAL

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

Prepared By:	<u>James R. Bolin</u> Print Name	 Signature Conrad Construction Co., LTD	Date: <u>5.8.24</u>
Approved By:	<u>Jennifer Steen</u> Print Name	 Signature Cobb, Fendley & Associates, Inc.	Date: <u>5/6/2024</u>
Accepted By:	<u>Kristina Watson</u> Print Name	 Signature City of Spring Valley Village	Date: <u>5-10-2024</u>

PAY ESTIMATE:

#1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED	Pay Estimate #2 QUANTITY INSTALLED	YEAR TO DATE	Percent Comp.
A. SECTION 1 - GENERAL AND SITE WORK ITEMS - PRIMARY SITE					Quantity	Amount	Quantity	Amount
1	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 300,000.00	0.50	\$ 150,000.00		50%
2	Installation of Project Sign	LS	1	\$ 1,650.00		\$ -	0.00	\$ -
3	Contractor to Coordinate with Adjacent Property Owners and Public Entities on Advance Notification of Traffic Phasing Changes, Mail, Parking, Driveway Access, etc.	MO	12	\$ 3,750.00		\$ -	0.00	\$ -
4	Construction photographs	LS	1	\$ 1,400.00		\$ -	0.00	\$ -
5	TPDES Submittal	LS	1	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Rimer Engineering, and QC Laboratories, Inc.	LS	1	\$ 105,000.00		\$ -	0.00	\$ -
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		\$ -	0.00	\$ -
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		\$ -	0.00	\$ -
9	Removal of Existing Traffic Signs	EA	10	\$ 100.00		\$ -	0.00	\$ -
10	Provide and Install New Signs, Including Stop, Speed, Street Name, Speed Hump Sign and Children at Play	EA	26	\$ 700.00		\$ -	0.00	\$ -
11	Provide Traffic Control Throughout Project Duration, Include Mobile Changeable Traffic Signs, Flag Men, Low Profile Barriers, Barrels, Cones, Etc. as Needed for Each Phase of Construction	LS	1	\$ 110,000.00	0.16	\$ 17,600.00	0.16	\$ 17,600.00
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.15	\$ 7,500.00	0.15	\$ 7,500.00
13	Removal of Tree 0 - 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		\$ -	0.00	\$ -
14	Removal of Tree 12 - 29.99", species varies	EA	8	\$ 1,550.00		\$ -	0.00	\$ -
15	Removal of Tree 30 - 45", species varies	EA	2	\$ 2,100.00		\$ -	0.00	\$ -
16	Storm Water Pollution Prevention Including Inlet Protection, Construction Access, Stabilized Entrance, Complete in Place. Replace SWPP as needed during construction. Remove SWPP at construction completion.	LS	1	\$ 8,500.00		\$ -	0.00	\$ -

PAY ESTIMATE:

#1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	Pay Estimate #1		Pay Estimate #2		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
17	Complete Removal of Sanitary Sewer as Needed for Construction. Sanitary sewer may be abandoned in place, where not in conflict with proposed utilities.	LF	333	\$ 16.50		\$ -		\$ -	0.00	\$ -	0%
18	Purchase and Installation of Temporary Mailboxes, Complete in Place	EA	119	\$ 100.00	9.00	\$ 900.00		\$ -	9.00	\$ 900.00	8%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75		\$ -		\$ -	0.00	\$ -	0%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00		\$ -		\$ -	0.00	\$ -	0%
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 4,500.00		\$ -		\$ -	0.00	\$ -	0%
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 1.50		\$ -		\$ -	0.00	\$ -	0%
23	Remove Existing Mailboxes, Place at Road ROW, Reinstall Existing Mailbox to Permanent Location Upon Completion of Phase, Complete in Place	EA	119	\$ 100.00	7.00	\$ 700.00		\$ -	7.00	\$ 700.00	6%
24	Remove and Cap Irrigation Line at Road Right-of-Way. Paid per Each Property that has Irrigation Inside the Road Right-of-Way	Lot	35	\$ 550.00		\$ -		\$ -	0.00	\$ -	0%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00		\$ -		\$ -	0.00	\$ -	0%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 900.00		\$ -		\$ -	0.00	\$ -	0%
27	Abandon And Grout Fill Existing Storm Sewer, All Sizes	LF	298	\$ 70.00		\$ -		\$ -	0.00	\$ -	0%
28	Abandon and Fill Existing 8-inch Diameter Sanitary Sewer Line	LF	253	\$ 15.00		\$ -		\$ -	0.00	\$ -	0%
29	Removal of Landscaping Hardscape, Including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 20,000.00		\$ -		\$ -	0.00	\$ -	0%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00		\$ -		\$ -	0.00	\$ -	0%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50		\$ -		\$ -	0.00	\$ -	0%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00		\$ -		\$ -	0.00	\$ -	0%

PAY ESTIMATE:

#1

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED	Amount	Pay Estimate #2 QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
33	Provide and Install 8-Inch Line Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 12.50		\$ -		\$ -	0.00	\$ -	0%
34	Purchase and Installation of 12-Inch Sanitary Sewer, Complete in Place	LF	594	\$ 195.00		\$ -		\$ -	0.00	\$ -	0%
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 90.00		\$ -		\$ -	0.00	\$ -	0%
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 130.00		\$ -		\$ -	0.00	\$ -	0%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		\$ -		\$ -	0.00	\$ -	0%
38	Water Tap and Service Line - Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0%
39	Water Tap and Service Line - Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,500.00		\$ -		\$ -	0.00	\$ -	0%
40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 5,000.00		\$ -		\$ -	0.00	\$ -	0%
41	Cut, Plug, and Abandon Existing Diameter Water Lines size varies 4-Inch to 8-Inch, Complete in Place	LF	5,627	\$ 1.00		\$ -		\$ -	0.00	\$ -	0%
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,500.00		\$ -		\$ -	0.00	\$ -	0%
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 850.00		\$ -		\$ -	0.00	\$ -	0%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 7,500.00		\$ -		\$ -	0.00	\$ -	0%
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 54,500.00		\$ -		\$ -	0.00	\$ -	0%
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 50,000.00		\$ -		\$ -	0.00	\$ -	0%
47	Purchase and Installation of Concrete Junction Box JB03, Complete in Place	LS	1	\$ 40,000.00		\$ -		\$ -	0.00	\$ -	0%
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 650.00		\$ -		\$ -	0.00	\$ -	0%
49	Purchase and Installation of 24-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	1,770	\$ 130.00		\$ -		\$ -	0.00	\$ -	0%

PAY ESTIMATE:

#1

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #1 QUANTITY INSTALLED	Pay Estimate #2 QUANTITY INSTALLED	YEAR TO DATE	Percent Comp.
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	378	\$ 200.00	\$ -	\$ -	0.00	0%
51	Purchase and Installation of 42-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	371	\$ 240.00	\$ -	\$ -	0.00	0%
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,350.00	\$ -	\$ -	0.00	0%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00	\$ -	\$ -	0.00	0%
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 5,500.00	\$ -	\$ -	0.00	0%
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 7,300.00	\$ -	\$ -	0.00	0%
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 5,000.00	\$ -	\$ -	0.00	0%
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place	SY	21,365	\$ 68.50	\$ -	\$ -	0.00	0%
58	Blue Reflective Marker Placed at each Fire Hydrant, Complete in Place	EA	12	\$ 15.00	\$ -	\$ -	0.00	0%
59	4-Inch Yellow Broken ReflectORIZED Pavement Markings, Complete in Place	LF	4,750	\$ 1.75	\$ -	\$ -	0.00	0%
60	4-Inch Yellow Median Striping ReflectORIZED Pavement Markings, Complete in Place	LS	1	\$ 2,500.00	\$ -	\$ -	0.00	0%
61	12-Inch White ReflectORIZED Pavement Marking, Complete in Place	LF	100	\$ 15.00	\$ -	\$ -	0.00	0%
62	24-Inch White ReflectORIZED Pavement Marking, Complete in Place	LF	150	\$ 20.00	\$ -	\$ -	0.00	0%
63	White ReflectORIZED Turn Arrows Pavement Marking, Complete in Place	EA	4	\$ 375.00	\$ -	\$ -	0.00	0%
64	Purchase and Installation of 4-Inch x 12-Inch Mountable Concrete Curb, Complete in Place	LF	10,574	\$ 4.50	\$ -	\$ -	0.00	0%
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 6.00	\$ -	\$ -	0.00	0%
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 9.50	\$ -	\$ -	0.00	0%
67	Adjust Traffic Signal Timing and Control Cabinet as Needed for Construction	LS	1	\$ 6,000.00	\$ -	\$ -	0.00	0%

PAY ESTIMATE:
#1

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #1		Pay Estimate #2		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 10,000.00		\$ -		\$ -	0.00	\$ -	0%
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings. Complete in Place	EA	6	\$ 4,750.00		\$ -		\$ -	0.00	\$ -	0%
B. EXTRA WORK ITEMS											
1	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,000.00		\$ -		\$ -	0.00	\$ -	0%
C. ALLOWANCE											
1	Construction Allowance for Unforeseen	LS	1	\$ 25,000.00		\$ -		\$ -	0.00	\$ -	0%

Contract Amount: \$ 6,250,674.50
 Number of requested Rain Days: 1

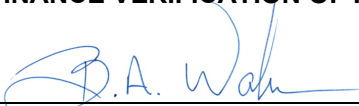
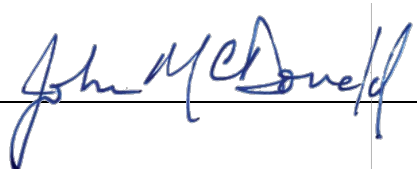
Total \$ 177,700.00
 Retainer 10% \$ 17,770.00
 Total \$ 159,930.00

Total \$ -
 Retainer 10% \$ -
 Total \$ -

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

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

MEETING DATE: May 28, 2024

TOPIC:	Approval of Pay Estimate No. 1 - Pay Estimate for Cedarspur (West of Bingle) Burkhardt (East of Bingle) Pavement and Utility Improvement Project to On Par Civil Services, LLC. in the amount of \$72,340.20
BACKGROUND:	This is the 1 st pay estimate to be submitted by On Par Civil Services, LLC. for the Cedarspur (W of Bingle) Burkhardt (E of Bingle) Pavement and Utility Improvement Project (2023-09-103) for work completed March 6 – April 23, 2024 and retainage.
RECOMMENDATION:	Gessner Engineering, and City staff have reviewed Pay Estimate No. 1 and recommend approval.
ATTACHMENTS:	• Pay Estimate No. 1 Submitted by On Par Civil Services, LLC.
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project #<u>25-50-7519</u> ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ _____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Kristina Watson, Public Works Director	CITY ADMINISTRATOR APPROVAL: 

Cover Letter: Payment Application #1



GESSNER
ENGINEERING

TO: **City of Spring Valley Village**
(Owner)

Contract: **Paving and Utility Improvements to Serve Cedarspur Drive (West of Bingle) and Burkhardt Road (East of Bingle)**

(Insert name of Contract as it appears in the Contract Documents)

Owner's Contract No. **2023-09-103**

Engineer: **Gessner Engineering**

Contractor: **On Par Civil Services, LLC**

On Par Civil Services, LLC has submitted **Payment Application #1** for work through **March 06, 2024 to April 23, 2024**, in the amount of **\$72,340.2**. After review of work complete to date and material stored on-site, Gessner Engineering recommends the payment of **\$72,340.2** to On Par Civil Services, LLC.

1. Original Contract Amount:	\$2,978,252.8
2. Change Orders:	\$0.00
3. Total Current Contract Amount:	\$2,978,252.8
4. Total Value of Work Completed to Date:	\$80,378
5. Total Materials Stored to Date:	\$0.00
6. Total Completed & Stored to Date:	\$80,378
7. Retainage (10%):	\$8,037.8
8. Total Completed, Less Retainage:	\$72,340.2
9. Total Amount of Prior Payments:	\$0
10. Current Due Amount:	<u>\$72,340.2</u>
11. Total Balance Remaining:	\$2,905,912.6
12. Notice to Proceed Date:	March 6, 2024
13. Project Estimated Completion Date:	December 31, 2024

Samantha Beevers, PE

(ENGINEER)

Recommend Payment:
See attached (Pay App)

PROJECT MANAGER

(TITLE)

COLLEGE STATION • BRENHAM • FORT WORTH • GEORGETOWN • SAN ANTONIO

Corporate: 2501 Ashford Drive / College Station, Texas 77840 • 1-877-GESSNER • www.gessnerengineering.com

CIVIL CONSTRUCTION MATERIALS TESTING GEOTECHNICAL STRUCTURAL SURVEYING

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO: Gessner Engineering PROJECT: Paving and Utility Improvements APPLICATION NO: 1
Owner: City of Spring Valley Village Cedarspur Dr and Burkhart Rd
FROM CONTRACTOR: On Par Civil Services, LLC ARCHITECT: Gessner Engineering
1220 Blalock Road Suite 300
Hou, Tx 77055
APPLICATION DATE: 4/23/24
PERIOD FROM: 3/6/24
PERIOD TO: 4/23/24
PROJECT NO: 20-0109-01
CONTRACT DATE: March 6, 2024

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: Paving Improvements Cedarspur Dr and Burkhart Road

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 2,978,252.80
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 2,978,252.80
4. TOTAL COMPLETED & STORED TO DATE \$ 80,378.00
(Column G on G703)
5. RETAINAGE:
a. 10% of Completed Work \$ 8,037.80
(Column D + E on G703)
b. 0% of Stored Material \$ 0.00
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 8,037.80
6. TOTAL EARNED LESS RETAINAGE \$ 72,340.20
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE \$ 72,340.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,905,912.60
(Line 3 Less Line 6)

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

CONTRACTOR: On Par Civil Services, LLC

By: Eddie G Breedlove
Project Manager

Date: 4/29/24

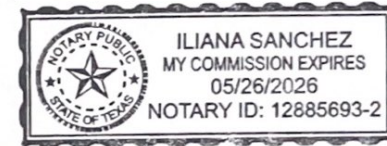
State of: Texas

County of: Harris

Subscribed and sworn to before me on: 4/29/24

Notary Public: [Signature]

My Commission expires: 5/26/26



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 72,340.20

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

ARCHITECT: 0

By: Date: 05-10-2024

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: Paving and Utility Improvements

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached
 In tabulations below, amounts are stated to the nearest dollar,
 Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 2
 Application Date: 04/23/24
 Period To: 04/23/24
 Project No: 20-0109-01

A	B	C			D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK 0.00	Quantity	Cost Per Unit	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	BALANCE TO FINISH	RETAINAGE 10%
					FROM PREVIOUS APPLICATIONS	THIS PERIOD				
General Items										
100	Mobilization, Bonds, and Insurance	1.00	\$80,756.00	\$ 80,756.00		\$ 40,378.00	\$ -	\$ 40,378.00	\$ 40,378.00	\$ -
101	Sodding Up to ROW(St Augustine or Zoysia), Complete in Place	4,829.00	\$8.00	\$ 38,632.00			\$ -	\$ -	\$ 38,632.00	\$ -
102	Erosion Control (Permitting, Maintenance, Inspections and Reporting, and Measures Shown on the Plans	1.00	\$6,000.00	\$ 6,000.00			\$ -	\$ -	\$ 6,000.00	\$ -
103	Tree Protection, Complete in Place	1.00	\$7,500.00	\$ 7,500.00			\$ -	\$ -	\$ 7,500.00	\$ -
104	Furnish Construction Materials Testing, in Accordance with the plans and Specifications	1.00	\$16,000.00	\$ 16,000.00			\$ -	\$ -	\$ 16,000.00	\$ -
105	Relocate, Replace, or Repair Private Irrigation Systems Located within the ROW, for Each Parcel Disturbed, Complete in Place	44.00	\$400.00	\$ 17,600.00			\$ -	\$ -	\$ 17,600.00	\$ -
106	Temporary Store of CenterPoint pole at Public Works Yard and Transport back to site	2.00	\$1,100.00	\$ 2,200.00			\$ -	\$ -	\$ 2,200.00	\$ -
Traffic Control										
200	6" Temporary Asphalt Paving, Type B Black Base	550.00	\$75.00	\$ 41,250.00		\$ 30,000.00	\$ -	\$ 30,000.00	\$ 11,250.00	\$ -
201	Remove and dispose of 8" Temporary Asphalt Paving	550.00	\$20.00	\$ 11,000.00		\$ -	\$ -	\$ -	\$ 11,000.00	\$ -
202	Temporary Crushed Limestone Driveways, Removal & Disposal as necessary after use	60.00	\$400.00	\$ 24,000.00		\$ -	\$ -	\$ -	\$ 24,000.00	\$ -
203	Temporary 15" ADS Plastic Culvert, Including Disposal after use	630.00	\$45.00	\$ 28,350.00		\$ -	\$ -	\$ -	\$ 28,350.00	\$ -
204	Traffic Control for All Phases	1.00	\$50,000.00	\$ 50,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 40,000.00	\$ -
	Demolition									
300	Demolition & Disposal of Existing Roadway Pavement including Base and Driveway Pavement including Base Material, and Sidewalks	8,020.00	\$10.00	\$ 80,200.00		\$ -	\$ -	\$ -	\$ 80,200.00	\$ -
301	Existing Street/Stop Sign to be Salvaged and Reinstalled after Construction	4.00	\$300.00	\$ 1,200.00		\$ -	\$ -	\$ -	\$ 1,200.00	\$ -
302	Existing Storm Grate Inlet, Junction Box, and Manhole to be removed.	40.00	\$600.00	\$ 24,000.00			\$ -	\$ -	\$ 24,000.00	\$ -
303	Existing RCP Stormr Sewer to be Removed (18" - 24")	2,476.00	\$25.00	\$ 61,900.00			\$ -	\$ -	\$ 61,900.00	\$ -
304	Existing RCP Storm Sewer to be Grout Filled	303.00	\$15.00	\$ 4,545.00			\$ -	\$ -	\$ 4,545.00	\$ -
305	Removal of Existing Trees (Sized: 5-14")	17.00	\$700.00	\$ 11,900.00			\$ -	\$ -	\$ 11,900.00	\$ -
306	Removal of Existing Trees (Sized: 15" - 25"))	6.00	\$1,100.00	\$ 6,600.00			\$ -	\$ -	\$ 6,600.00	\$ -
307	Landscaped Areas in ROW to be Cleared	1.00	\$7,000.00	\$ 7,000.00		\$ -	\$ -	\$ -	\$ 7,000.00	\$ -
308	Existing Sanitary Sewer Manhole to be Removed	8.00	\$1,000.00	\$ 8,000.00		\$ -	\$ -	\$ -	\$ 8,000.00	\$ -
309	Grout Fill Existing 8" PVC Sanitary Sewer	1,720.00	\$10.00	\$ 17,200.00			\$ -	\$ -	\$ 17,200.00	\$ -
310	Remove Existing 4" PVC Sanitary Sewer	833.00	\$12.00	\$ 9,996.00			\$ -	\$ -	\$ 9,996.00	\$ -

311	Grout Fill Existing 6" Water Line (PVC) on Burkhart Road	1,550.00	\$10.00	\$ 15,500.00			\$ -	\$ -	\$ 15,500.00	\$ -
312	Cut, Cap & Abandon Existing 6" Waterline	5.00	\$500.00	\$ 2,500.00			\$ -	\$ -	\$ 2,500.00	\$ -
313	Remove Existing Fire Hydrant	5.00	\$1,000.00	\$ 5,000.00			\$ -	\$ -	\$ 5,000.00	\$ -
314	Remove Existing Gate Valve (Waterline)	8.00	\$200.00	\$ 1,600.00			\$ -	\$ -	\$ 1,600.00	\$ -
	Pavement and Earthwork									
400	Earthwork - Cut to Fill, to Design Grades (In Place)	60.00	\$50.00	\$ 3,000.00		\$ -	\$ -	\$ -	\$ 3,000.00	\$ -
401	Earthwork - Cut to Haul to Design Grades (In Place)	4,985.00	\$13.00	\$ 64,805.00		\$ -	\$ -	\$ -	\$ 64,805.00	\$ -
402	Existing Subgrade Compaction (8")	9,275.00	\$9.00	\$ 83,475.00			\$ -	\$ -	\$ 83,475.00	\$ -
403	6" Concrete Pavement for Roadway, Complete in Place	6,523.00	\$108.00	\$ 704,484.00			\$ -	\$ -	\$ 704,484.00	\$ -
404	6" Concrete Pavement for Driveways	1,471.00	\$108.00	\$ 158,868.00			\$ -	\$ -	\$ 158,868.00	\$ -
405	4" Concrete Sidewalk, Complete in Place	95.00	\$165.00	\$ 15,675.00			\$ -	\$ -	\$ 15,675.00	\$ -
406	4" x 12" Laydown Curb, Complete in Place	3,425.00	\$12.00	\$ 41,100.00			\$ -	\$ -	\$ 41,100.00	\$ -
407	Thermoplastic Pavement Marking, 24" Wide, Type 1 Solid, White)	52.00	\$6.00	\$ 312.00		\$ -	\$ -	\$ -	\$ 312.00	\$ -
408	4" Curb Drainage Outfalls	5.00	\$350.00	\$ 1,750.00		\$ -	\$ -	\$ -	\$ 1,750.00	\$ -
409	6" Concrete Curb, Complete in Place (Including Transition from 4" Laydown Curb)	174.00	\$8.00	\$ 1,392.00			\$ -	\$ -	\$ 1,392.00	\$ -
	Storm and Drainage									
500	Storm Sewer Trench Safety	2,282.00	\$1.00	\$ 2,282.00			\$ -	\$ -	\$ 2,282.00	\$ -
501	12" RCP Type III (Structural Backfill), Complete in Place	31.00	\$100.00	\$ 3,100.00			\$ -	\$ -	\$ 3,100.00	\$ -
502	18" RCP Type IV (Structural Backfill), Complete in Place	424.00	\$135.00	\$ 57,240.00			\$ -	\$ -	\$ 57,240.00	\$ -
503	24" RCP Type III (Structural Backfill), Complete in Place	570.00	\$115.00	\$ 65,550.00			\$ -	\$ -	\$ 65,550.00	\$ -
504	30" RCP Type III (Structural Backfill), Complete in Place	475.00	\$145.00	\$ 68,875.00			\$ -	\$ -	\$ 68,875.00	\$ -
505	36" RCP Type III (Structural Backfill), Complete in Place	78.00	\$165.00	\$ 12,870.00			\$ -	\$ -	\$ 12,870.00	\$ -
506	5' TXDOT Type C-1 Curb Inlet, Complete in Place	2.00	\$8,000.00	\$ 16,000.00			\$ -	\$ -	\$ 16,000.00	\$ -
507	5' Curb Inlet, Type BB, Complete in Place	13.00	\$7,500.00	\$ 97,500.00			\$ -	\$ -	\$ 97,500.00	\$ -
508	Standard 5' Inside Diameter Storm Sewer Manhole, Complete in Place	5.00	\$4,500.00	\$ 22,500.00			\$ -	\$ -	\$ 22,500.00	\$ -
509	Standard 4' Inside Diameter Storm Sewer Manhole, Complete in Place	6.00	\$4,000.00	\$ 24,000.00			\$ -	\$ -	\$ 24,000.00	\$ -
510	Standard 2'x2' Concrete Junction Storm Sewer Box, Complete in Place	1.00	\$3,000.00	\$ 3,000.00			\$ -	\$ -	\$ 3,000.00	\$ -
511	6" NDS Catch Basin Kit	6.00	\$2,200.00	\$ 13,200.00			\$ -	\$ -	\$ 13,200.00	\$ -
512	Existing Private Storm Systems to be Reconnected from ROW to Proposed Public Storm Sewer (Includes Pipe, Fittings, & Furnishings, 6" PVC	280.00	\$85.00	\$ 23,800.00			\$ -	\$ -	\$ 23,800.00	\$ -

513	Existing Private Storm Systems to be Reconnected from ROW to Proposed Public Storm Sewer (Includes Pipe, Fittings, & Furnishings, 8" PVC	424.00	\$100.00	\$ 42,400.00			\$ -	\$ -	\$ 42,400.00	\$ -
514	Connect to Existing Grate Inlet Plug, 42" Opening	1.00	\$1,800.00	\$ 1,800.00			\$ -	\$ -	\$ 1,800.00	\$ -
	Water									
600	Water Line Trench Safety	1,828.00	\$0.10	\$ 182.80			\$ -	\$ -	\$ 182.80	\$ -
601	6" PVC C-900 DR 18 Waterline with Structural Backfill Complete in Place	668.00	\$40.00	\$ 26,720.00			\$ -	\$ -	\$ 26,720.00	\$ -
602	6" PVC C-900 DR 18 Waterline, Complete Place	1,160.00	\$50.00	\$ 58,000.00			\$ -	\$ -	\$ 58,000.00	\$ -
603	6" PVC C-900 DR 18 Waterline (By Bore)	227.00	\$105.00	\$ 23,835.00			\$ -	\$ -	\$ 23,835.00	\$ -
604	4" PVC C-900 DR 18 Waterline w/Structural Backfill, Complete in Place	13.00	\$25.00	\$ 325.00			\$ -	\$ -	\$ 325.00	\$ -
605	2" Waterline Blow Off Valve Assembly	1.00	\$1,800.00	\$ 1,800.00			\$ -	\$ -	\$ 1,800.00	\$ -
606	6" x 4" Reducer, Complete in Place	1.00	\$45.00	\$ 45.00			\$ -	\$ -	\$ 45.00	\$ -
607	6" x 6" Tee, Complete in Place	7.00	\$100.00	\$ 700.00			\$ -	\$ -	\$ 700.00	\$ -
608	6" Gate Valve & Box, Complete in Place	14.00	\$1,950.00	\$ 27,300.00			\$ -	\$ -	\$ 27,300.00	\$ -
609	6" 45 Degree Bend, Complete in Place	13.00	\$65.00	\$ 845.00			\$ -	\$ -	\$ 845.00	\$ -
610	6" 22.5 Degree Bend, Complete in Place	1.00	\$65.00	\$ 65.00			\$ -	\$ -	\$ 65.00	\$ -
611	6" 11.25 Degree Bend, Complete in Place	4.00	\$65.00	\$ 260.00			\$ -	\$ -	\$ 260.00	\$ -
612	Standard Fire Hydrant Assembly with Storz, and Blue Pavement Markers Complete in Place	4.00	\$7,200.00	\$ 28,800.00			\$ -	\$ -	\$ 28,800.00	\$ -
613	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Tap) Complete in Place	17.00	\$900.00	\$ 15,300.00			\$ -	\$ -	\$ 15,300.00	\$ -
614	Waterline Short Service Reconnection to New Meter Vault (1 - 2" Tap) Complete in Place	28.00	\$1,400.00	\$ 39,200.00			\$ -	\$ -	\$ 39,200.00	\$ -
615	New Water Meter Vault w/Removal of Existing Vaults, Sized for Two Meters, Complete in Place	45.00	\$500.00	\$ 22,500.00			\$ -	\$ -	\$ 22,500.00	\$ -
616	Connect to Existing 6" PVC Waterline	4.00	\$1,000.00	\$ 4,000.00			\$ -	\$ -	\$ 4,000.00	\$ -
	Sanitary									
700	Sanitary Sewer Trench Safety	2,735.00	\$1.00	\$ 2,735.00			\$ -	\$ -	\$ 2,735.00	\$ -
701	Existing Manhole to be Rehabilitated, Line Interior w/Raven 405 Lining System and Replace Ring and Cover	2.00	\$3,500.00	\$ 7,000.00			\$ -	\$ -	\$ 7,000.00	\$ -
702	Provide 6" Interior Drop Connection at Manhole Per City Details	1.00	\$2,000.00	\$ 2,000.00			\$ -	\$ -	\$ 2,000.00	\$ -
703	12" PVC, SDR 26 Sanitary Sewer, Complete in Place by Open Cut	1,013.00	\$80.00	\$ 81,040.00			\$ -	\$ -	\$ 81,040.00	\$ -
704	8" PVC, SDR 26 Sanitary Sewer, Complete in Place	388.00	\$80.00	\$ 31,040.00			\$ -	\$ -	\$ 31,040.00	\$ -
705	6", SDR -26 Sanitary Sewer, Complete	62.00	\$65.00	\$ 4,030.00			\$ -	\$ -	\$ 4,030.00	\$ -
706	8" DIP Sanitary Sewer, Complete in Place by Open Cut	311.00	\$125.00	\$ 38,875.00			\$ -	\$ -	\$ 38,875.00	\$ -
707	Standard 4' Inside Diameter Sanitary Sewer Manhole with City of Spring Valley Ring and Cover, Complete in Place	9.00	\$4,000.00	\$ 36,000.00			\$ -	\$ -	\$ 36,000.00	\$ -
708	4" SDR 26 Sanitary Sewer Connections, Provide Cleanout at ROW and reconnect to existing services	961.00	\$45.00	\$ 43,245.00			\$ -	\$ -	\$ 43,245.00	\$ -

709	Post Construction CCTV Inspection along Burkhardt Drive and Burkhardt Road	1.00	\$6,500.00	\$ 6,500.00			\$ -	\$ -	\$ 6,500.00	\$ -
710	Vacuum Test Sanitary Sewer Manhole	9.00	\$350.00	\$ 3,150.00			\$ -	\$ -	\$ 3,150.00	\$ -
	Street Lights									
800	Stree Light Conduit, Including Installation of Pull Boxes and Warning Tape. Pull boxes and Warning Tape to be Furnished by Centerpoint Energy.	1,350.00	\$25.00	\$ 33,750.00	\$ -	\$ -	\$ -	\$ -	\$ 33,750.00	\$ -
	Cash Allowance Items									
Item 49	Centerpoint Street Light Allowance - Street Light and Pole Assembly	1.00	\$29,603.00	\$ 29,603.00	\$ -	\$ -	\$ -	\$ -	\$ 29,603.00	\$ -
	City of Spring Valley Contigence									
Item 49	City of Spring Valley Contigence	1.00	\$300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -
				\$ 2,978,252.80	\$ -	\$ 80,378.00	\$ -	\$ 80,378.00	\$ 2,897,874.80	\$ -

Change Orders										
1					\$ -		\$ -	\$ -	\$ -	\$ -
2					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total Change Orders				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL			\$2,978,252.80	\$ -	\$ 80,378.00	\$ -	\$ 80,378.00	\$ 2,897,874.80	\$ -

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

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

04\01\2024
thru 04\30\2024
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	46
145	ACCIDENT - FSGI	2
22	ALARM	23
23	AMBULANCE CALL	14
24	ANIMAL CALL	14
43	ASSIST OUTSIDE AGENCY	1
135	BUSINESS CHECK	2,410
48	CITY CREW REPAIRS	1
53	DEBRIS IN ROADWAY	2
60	FIRE CALL	7
68	HOUSE CHECK	214
70	INFORMATION	67
71	INVESTIGATION	15
76	LOUD NOISE	3
159	MOTORIST ASSIST	8
81	OPEN DOOR	15
162	PARKING VIOLATION	6
86	PUBLIC RELATIONS	304
96	SOLICITOR	4
97	SPECIAL ASSIGNMENT	11
99	STALLED VEHICLE	31
103	SUSPICIOUS ACTIVITY	4
104	SUSPICIOUS PERSON	8
105	SUSPICIOUS VEHICLE	25
108	TRAFFIC CONTROL	1
11	TRAFFIC STOP	423
111	VEHICLE BLOCKING ROADWAY	2
42	WARRANT SERVICE	1
117	WELFARE CONCERN	5
Total		3,669

Spring Valley Village, TX PD

Citation Violation Audit by Offense

Violation Count

April 1, 2024 - April 30, 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	1
CRIMINAL TRESPASSING	4
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	23
DEFECTIVE HEAD LAMPS	32
DEFECTIVE HEAD LIGHTS	10
DEFECTIVE STOP LAMP(S)	37
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	22
DEFECTIVE TURN SIGNAL LAMP(S)	1
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	8
DISPLAY/ EXPIRED REGISTRATION	275
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	8
DROVE CENTER LANE (NOT PASSING/NOT TURNING LEFT)	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	16
EXPIRED BUYER TAG	7
EXPIRED DEALER TAG	2
EXPIRED DRIVERS LICENSE	12
FAIL TO CONTROL SPEED	3
FAIL TO DISPLAY DRIVERS LICENSE	6
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THI..	1
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	129
FAIL TO REPORT CHANGE OF ADDRESS	7
FAILED TO DIM HEADLIGHTS - FOLLOWING	4
FAILED TO DIM HEADLIGHTS - MEETING	7
FAILED TO DRIVE IN A SINGLE LANE	2
FAILED TO SIGNAL TURN	2
FAILED TO SIGNAL TURN / LANE CHANGE	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	17
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	1
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	2
ILLEGAL BUYERS TAGS	1

Spring Valley Village, TX PD

Citation Violation Audit by Offense

Violation Count

April 1, 2024 - April 30, 2024

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

ILLEGAL LEFT/RIGHT TURN WHERE PROHIBITED	1
ILLEGAL PARKING - NO PARKING ANY TIME	2
ILLEGAL PASSING - 100FT OF INTERSECTION	1
ILLEGAL WINDOW TINT	1
IMPEDING TRAFFIC	1
IMPROPER TURN	1
LITTERING	1
NO COMMERCIAL DRIVERS LICENSE (CDL)	1
NO DRIVERS LICENSE	94
NO FRONT LICENSE PLATE	26
NO LICENSE NUMBER PLATE - COMMERCIAL VEHICLE	1
NO LICENSE NUMBER PLATES-TRAILER	5
NO SEAT BELT - PASSENGER	4
OBSTRUCTING VIEW	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	6
OPERATE UNREGISTERED MOTOR VEHICLE	4
PARKING ON ROADWAY	1
PASSING/DISREGARD NO PASSING ZONE	1
RAN RED LIGHT	3
RAN STOP SIGN	20
SPEEDING >10% ABOVE POSTED LIMIT	149
SPEEDING IN SCHOOL ZONE	22
TRANSPORT LOOSE MATERIAL/UNSECURE LOAD	1
TURNED RIGHT TOO WIDE	1
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	4
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	2
VIOLATE DL RESTRICTION B	2
WRONG LICENSE PLATE OR INSIGNIA	2
WRONG/ALTERED/OBSCURED LICENSE PLATE	5
Grand Total	1,012

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

MEETING DATE: May 28, 2024

TOPIC: **Resolution Number 24-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING THE PRESIDING JUDGE, ALTERNATE JUDGES, CHIEF PROSECUTING ATTORNEY, PROSECUTING ATTORNEY, AND COURT ADMINISTRATOR TO THE SPRING VALLEY VILLAGE MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND: Pursuant to Chapter 29 of the Texas Government Code and Article 8.500, Municipal Judge, of the Code of Ordinances of the City of Spring Valley Village, the City Council appoints a Presiding Judge, Alternate/Associate Judges, Prosecutors, and the Clerk for the Spring Valley Village Municipal Court every two years, with such appointments occurring in the year that the Mayor is elected. Therefore, it is time for the City Council to appoint these positions.

Here are the current recommended appointments:

Presiding Judge – Bree Perrin

Alternate Judges – James R. Smith, Marcos Adrogué, and John J. Klevenhagen III

Chief Prosecuting Attorney – Christopher Gore

Prosecuting Attorney - Anita James

Court Administrator – Rolando Rodriguez

RECOMMENDATION: Mayor Vajdos recommends appointing the Presiding Judge, Alternate Judges, Chief Prosecuting Attorney, Prosecuting Attorneys, and Court Administrator as reflected above.

ATTACHMENTS: • Resolution Number 24-XX

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

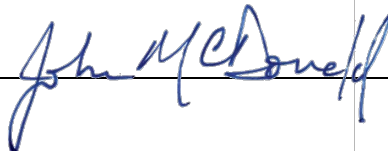
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Jasmin Torres, City Secretary

CITY ADMINISTRATOR APPROVAL:



RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPOINTING THE PRESIDING JUDGE, ALTERNATE JUDGES, CHIEF PROSECUTING ATTORNEY, PROSECUTING ATTORNEY, AND COURT ADMINISTRATOR TO THE SPRING VALLEY VILLAGE MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. Bree Perrin is hereby appointed to the position of Presiding Judge of the Spring Valley Village Municipal Court.

Section 2. James R. Smith, Marcos Adrogué, and John J. Klevenhagen III are appointed to the positions of Alternate Judges of the Spring Valley Village Municipal Court.

Section 3. Christopher Gore is appointed as the Chief Prosecuting Attorney, and Anita James is appointed to the position of Prosecuting Attorney for the Spring Valley Village Municipal Court.

Section 4. Rolando Rodriguez is appointed to the position of Court Administrator of the Spring Valley Village Municipal Court.

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

DULY PASSED AND APPROVED on this the _____ of _____, 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: May 28, 2024

TOPIC: Ordinance Number 2024-XX

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

BACKGROUND: On March 22, 2024, the City of Houston notified the City of Spring Valley Village by letter that both the surface water and wastewater rates paid by the city would be increasing by 9.0% as of April 1, 2024. A copy of the City of Houston's notice is provided with this agenda item.

Wastewater rates were addressed by City Council at the April 2024 council meeting.

The attached ordinance proposes an increase to the City's water rates of 8% to cover:

- the City of Houston increase,
- protect the fund balance to address future capital project, and
- cover rise in cost to city water operations due to inflation.

As our auditor explained last month, the Utility Fund was operating at a loss with depreciation and the fund is additionally covering approximately \$400,000 debt payments annually.

If approved, the new water rates would be effective June 1, 2024.

RECOMMENDATION: Staff recommends approval of the Ordinance increasing water rates by 8%.

ATTACHMENTS:

- Ordinance Number 2024-XX
- Copy of Letter Dated March 22, 2024, from City of Houston Notifying Spring Valley Village of Water Rate Increases
- Rate data at different percentages.

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

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

transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☒ Additional Revenue will be added to Revenue Acct# <u>20-01-5260</u>	
FINANCE VERIFICATION OF FUNDING: B.A. Walker	
SUBMITTING STAFF MEMBER: Brent Walker, City Treasurer	John McDonald

ORDINANCE NO. 2024-XX

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

* * * * *

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

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

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

(1) Residential Water:

(1.1) First Meter: Residential

Inside City Rates

Base Fee	\$ 31.55 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 6.08 per 1,000 gal
10,001-15,000 gal	\$ 6.22 per 1,000 gal
15,001-20,000 gal	\$ 6.38 per 1,000 gal
20,001-30,000 gal	\$ 6.54 per 1,000 gal
30,001-40,000 gal	\$ 6.67 per 1,000 gal
40,001-50,000 gal	\$ 6.83 per 1,000 gal
50,001-60,000 gal	\$ 6.99 per 1,000 gal
60,001-70,000 gal	\$ 7.54 per 1,000 gal
70,001 and over	\$ 9.03 per 1,000 gal

Outside City Rates

Base Fee	\$ 63.14 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 12.17 per 1,000 gal
10,001-15,000 gal	\$ 12.44 per 1,000 gal
15,001-20,000 gal	\$ 12.78 per 1,000 gal
20,001-30,000 gal	\$ 13.08 per 1,000 gal
30,001-40,000 gal	\$ 13.36 per 1,000 gal
40,001-50,000 gal	\$ 13.66 per 1,000 gal
50,001-60,000 gal	\$ 13.96 per 1,000 gal
60,001-70,000 gal	\$ 15.07 per 1,000 gal
70,001 and over	\$ 16.54 per 1,000 gal

(1.2) Second Meter: Residential Irrigation

Inside City Rates

0-10,000 gal	\$ 6.08 per 1,000 gal
10,001-15,000 gal	\$ 6.22 per 1,000 gal
15,001-20,000 gal	\$ 6.38 per 1,000 gal
20,001-30,000 gal	\$ 6.54 per 1,000 gal
30,001-40,000 gal	\$ 6.67 per 1,000 gal
40,001-50,000 gal	\$ 6.83 per 1,000 gal
50,001-60,000 gal	\$ 6.99 per 1,000 gal
60,001-70,000 gal	\$ 7.54 per 1,000 gal
70,001 and over	\$ 9.03 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 12.17 per 1,000 gal
10,001-15,000 gal	\$ 12.44 per 1,000 gal
15,001-20,000 gal	\$ 12.78 per 1,000 gal
20,001-30,000 gal	\$ 13.08 per 1,000 gal
30,001-40,000 gal	\$ 13.36 per 1,000 gal
40,001-50,000 gal	\$ 13.66 per 1,000 gal
50,001-60,000 gal	\$ 13.96 per 1,000 gal
60,001-70,000 gal	\$ 15.07 per 1,000 gal
70,001 and over	\$ 16.54 per 1,000 gal

(1.3) Minimum Residential Bill: \$31.55 (inside city limits)
\$63.14 (outside city limits)
(single charge applicable whether one or two meters)

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

(2) Master Metered Residential Communities:

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

Inside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 39.34
1' meter	\$ 54.49
1.5" meter	\$ 75.68
2" meter	\$ 105.94
3" meter	\$ 146.80
4" meter	\$ 202.80
6" meter	\$ 278.98
8" meter	\$ 385.93

Outside City Rates

Meter Size	Meter(s) Base Rate (per meter)
5/8" or 3/4" meter	\$ 78.70
1' meter	\$ 108.98
1.5" meter	\$ 151.34
2" meter	\$ 211.87
3" meter	\$ 293.61
4" meter	\$ 405.60
6" meter	\$ 559.96
8" meter	\$ 771.87

Plus

All Consumption	\$ 7.02 per 1,000 gal
-----------------	-----------------------

Plus

All Consumption	\$ 14.05 per 1,000 gal
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(2.2) Second Meter: Irrigation

Inside City Rates

0-10,000 gal	\$ 6.08 per 1,000 gal
10,001-15,000 gal	\$ 6.22 per 1,000 gal
15,001-20,000 gal	\$ 6.38 per 1,000 gal
20,001-30,000 gal	\$ 6.54 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 12.17 per 1,000 gal
10,001-15,000 gal	\$ 12.44 per 1,000 gal
15,001-20,000 gal	\$ 12.78 per 1,000 gal
20,001-30,000 gal	\$ 13.08 per 1,000 gal

30,001-40,000 gal	\$ 6.67 per 1,000 gal
40,001-50,000 gal	\$ 6.83 per 1,000 gal
50,001-60,000 gal	\$ 6.99 per 1,000 gal
60,001-70,000 gal	\$ 7.54 per 1,000 gal
70,001 and over	\$ 9.03 per 1,000 gal

30,001-40,000 gal	\$ 13.36 per 1,000 gal
40,001-50,000 gal	\$ 13.66 per 1,000 gal
50,001-60,000 gal	\$ 13.96 per 1,000 gal
60,001-70,000 gal	\$ 15.07 per 1,000 gal
70,001 and over	\$ 16.54 per 1,000 gal

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

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

(3) **Commercial Water:**

- Includes Apartments

(3.1) First Meter: Commercial Properties

Inside City Rates

Base Fee	\$ 54.63 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 12.92 per 1,000 gal
10,001-15,000 gal	\$ 13.06 per 1,000 gal
15,001-20,000 gal	\$ 13.22 per 1,000 gal
20,001-30,000 gal	\$ 13.36 per 1,000 gal
30,001-40,000 gal	\$ 13.51 per 1,000 gal
40,001-50,000 gal	\$ 13.67 per 1,000 gal
50,001-60,000 gal	\$ 13.81 per 1,000 gal
60,001-70,000 gal	\$ 13.95 per 1,000 gal
70,001 and over	\$ 14.12 per 1,000 gal

Outside City Rates

Base Fee	\$ 109.25 for 0-3,000 gal
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Plus

3,001-10,000 gal	\$ 25.82 per 1,000 gal
10,001-15,000 gal	\$ 26.10 per 1,000 gal
15,001-20,000 gal	\$ 26.44 per 1,000 gal
20,001-30,000 gal	\$ 26.71 per 1,000 gal
30,001-40,000 gal	\$ 27.05 per 1,000 gal
40,001-50,000 gal	\$ 27.35 per 1,000 gal
50,001-60,000 gal	\$ 27.63 per 1,000 gal
60,001-70,000 gal	\$ 27.90 per 1,000 gal
70,001 and over	\$ 28.23 per 1,000 gal

(3.2) Second Meter: Commercial Irrigation

Inside City Rates

0-10,000 gal	\$ 12.92 per 1,000 gal
10,001-15,000 gal	\$ 13.06 per 1,000 gal
15,001-20,000 gal	\$ 13.22 per 1,000 gal
20,001-30,000 gal	\$ 13.36 per 1,000 gal
30,001-40,000 gal	\$ 13.51 per 1,000 gal
40,001-50,000 gal	\$ 13.67 per 1,000 gal
50,001-60,000 gal	\$ 13.81 per 1,000 gal
60,001-70,000 gal	\$ 13.95 per 1,000 gal
70,001 and over	\$ 14.12 per 1,000 gal

Outside City Rates

0-10,000 gal	\$ 25.82 per 1,000 gal
10,001-15,000 gal	\$ 26.10 per 1,000 gal
15,001-20,000 gal	\$ 26.44 per 1,000 gal
20,001-30,000 gal	\$ 26.71 per 1,000 gal
30,001-40,000 gal	\$ 27.05 per 1,000 gal
40,001-50,000 gal	\$ 27.35 per 1,000 gal
50,001-60,000 gal	\$ 27.63 per 1,000 gal
60,001-70,000 gal	\$ 27.90 per 1,000 gal
70,001 and over	\$ 28.23 per 1,000 gal

(3.3) Minimum Commercial Bill: \$54.63 (inside city limits)
\$109.25 (outside city limits)
(single charge applicable whether one or two meters)

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

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

Section 3. Beginning with the month of **June 2024**, the rates established by this Ordinance shall be charged each month for each connection to the City of Spring Valley Village water system.

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

DULY PASSED, APPROVED, AND ADOPTED this 28th day of May, 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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



March 22, 2024

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. For the upcoming adjustment scheduled for April 1, 2024, there will be no inflationary increase for the Houston area. These new rates will appear on your April 2024 billing which you will receive in May 2024

This year, there will be an average 9% increase for both water and wastewater to customers based on the Ordinance No. 2021-515 adoption of the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. New Rates and Charges specific to water and wastewater accounts are as follows (please note that while the average increase is 9%, specific rates may vary):

Classification	Rate
SEWER CUSTOMERS	
Whole contribution w/o collection system – metered	\$1.90 per 1,000 gallons
Not metered	$R \times .315 \times \$1.90$
	(A: Calendar days in month, B: residential equivalent Units R: Constant conversion Factor TG)
Wholesale – contribution with collection system, if metered	
Volume charge, if not metered	\$3.65
Wholesale No contribution with collection system	\$8.04
Wholesale Connection Base	\$33.60

* Note:
P = Total water delivery during the month in thousand gallons, except if the minimum monthly specified in the customer’s contract is greater than P, P shall equal M.
M = Minimum monthly amount of water specified in the customer’s contract expressed in units of one thousand gallons.

Additional information may be found in the [Rates and Prices](#) or [Billing and Payment](#) sections of your contract or you may visit <http://www.houstontx.gov/codes/> (Sections 47-61 and 47-84 et seq.). Please contact Maria Carrillo at Customer Account Services at maria.carrillo@houstontx.gov if you have specific questions about your bill.

CoH Fees $\$729,741 \times 9\% = \$795,418$ Increase of **\$65,677**

- \$729,741 is 22-23 actual amount paid to CoH.

Revenue Actual 2022-2023	7%	8%	9%
Water Service \$1,913,713	\$133,960	\$153,098	\$172,234

- \$1,913,713 is last year's actual water billing revenue at the current rate. The percentages are estimated revenue increase based on 22-23 actual. Estimating Revenue is difficult and dependent on many factors and weather.
- SVV currently has 2 revenue bonds in Utility Fund totaling \$3,796,428.

2024 Proposed Water Rate Comparison- Residential

		7%		8%		9%
Base		\$ 31.25		\$ 31.55		\$ 31.84
3,001-10,000		\$ 6.02		\$ 6.08		\$ 6.14
10,001-15,000		\$ 6.16		\$ 6.22		\$ 6.28
15,001-20,000		\$ 6.32		\$ 6.38		\$ 6.44
20,001-30,000		\$ 6.48		\$ 6.54		\$ 6.61
30,001-40,000		\$ 6.61		\$ 6.67		\$ 6.74
40,001-50,000		\$ 6.76		\$ 6.83		\$ 6.89
50,001-60,000		\$ 6.92		\$ 6.99		\$ 7.05
60,001-70,000		\$ 7.47		\$ 7.54		\$ 7.61
70,001 and over		\$ 8.92		\$ 9.03		\$ 9.11

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

MEETING DATE: May 28, 2024

TOPIC: Approval of proposal for IDS Engineering Group to prepare an Elevated Storage Tank Variance in an amount not to exceed \$84,260.00.

BACKGROUND: At the April 23, 2024, Council meeting, City Staff informed council of the need to apply to the Texas Commission on Environmental Quality (TCEQ) for an Elevated Storage Tank Variance.

TCEQ Chapter 290.45.(b).(1).(D).(iv) states:

“An elevated storage capacity of 100 gallons per connection is required for systems with more than 2,500 connections.” The TCEQ will consider alternate methods to maintain system pressure, provided that certain requirements are met. The city is approaching 2,500 connections and would like to pursue a variance to the TCEQ elevated storage tank requirement.”

City Staff requested a proposal from IDS Engineering to perform the necessary testing and data collection and prepare the elevated storage variance request. IDS has worked on several water and water plant projects to date. IDS estimates that this study will cost \$84,260.

This is an unbudgeted expense. However, Fund 15, the Capital Replacement Fund does have funds available to cover this cost. Staff is seeking Council Authorization to redirect budgeted funds to cover this cost.

RECOMMENDATION: Staff recommends approval of the proposal.

ATTACHMENTS:

- Proposal for Professional Engineering Services to Prepare an Elevated Storage Tank Variance.

FUNDING ISSUES:

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

☐ Full amount already budgeted in Acct/Project#

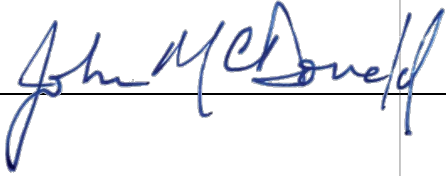
☒ Not budgeted, if approved, the following will be included in the next Budget Amendment:

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

☐ _____ from unassigned fund balance will be used and added to Acct/Project#

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

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

FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Kristina Watson, Public Works Director	CITY ADMINISTRATOR APPROVAL: 



May 7, 2024

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

Reference: Proposal for Professional Engineering Services to Prepare an Elevated Storage Tank
Variance
IDS Project No. 2316-010-00

Dear Ms. Watson:

As requested by the City of Spring Valley Village (City), IDS Engineering Group, Inc. (IDS) presents this proposal to provide professional engineering services related to preparing an elevated storage tank variance (ESV) request in compliance with Texas Commission on Environmental Quality (TCEQ) requirements.

TCEQ Chapter 290.45.(b).(1).(D).(iv) states that "An elevated storage capacity of 100 gallons per connection is required for systems with more than 2,500 connections." The TCEQ will consider alternate methods to maintain system pressure, provided that certain requirements are met. IDS understands that the City is approaching 2,500 connections and would like to pursue a variance to the TCEQ elevated storage tank requirement. IDS proposes to perform the necessary water modeling and prepare and submit the TCEQ ESV request.

The Scope of Services is as follows:

- Perform general project management and QA/QC
- Develop a hydraulic model of the City's water distribution system. The model will be based on existing GIS data.
- Allocate any model water demands.
- Develop diurnal curves based on overall system demands.
- Calibrate the hydraulic model including subcontracting with Texas Hydrant Services to conduct existing system pressure and hydrant flow tests. We estimate approximately 10-hydrants will require flow testing.
- Perform the necessary modeling of the water distribution system and prepare the TCEQ ESV request.
- Coordinate with the TCEQ to address comments and obtain the ESV approval.

Fees

We propose to perform the above-described services for the fees itemized below to be invoiced monthly based on the percent of services complete.

Model Development and TCEQ ESV Request	\$ 80,260	Lump Sum
<u>Hydrant Testing and Misc.</u>	<u>\$ 4,000</u>	<u>Reimbursable</u>
Total	\$ 84,260	Estimated

Reimbursable expenses will be billed at cost and are estimated to be \$4,000. Reimbursable expenses include, but are not limited to, reproduction, deliveries, out-of-town travel, agency review fees, application fees. Applicable sales tax will be added to those fees subject to sales tax.

A man hour estimate is attached in support of the proposed costs.

We appreciate the opportunity to present this proposal to the City. If you need additional information in support of this proposal, please do not hesitate to contact either of us at 713-462-3178.

Sincerely,

Carol D. Harrison

Carol D. Harrison, P.E., PMP, ENV SP
Director of Public Works

Marcel Khouw

Marcel Khouw, P.E., Assoc. DBIA
Senior Project Manager

Attachment

\\idseg.com\FS\Projects\2300\231601000 CoSVV Elevated Storage Tank Variance\PM\010 Proposal\CoSVV_ESV Variance.docx

City of Spring Valley Village - Elevated Storage Tank Variance

																Totals
	Mont Belvieu Contract Labor Rate	Sr. Project Manager \$220.00		Sr. Engineer \$200.00		Project Engineer \$150.00		Sr. CADD Tech \$150.00		GIS Tech \$150.00		Admin \$110.00		Reimbursable	Hours	\$
	Task Description	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Cost	Hrs.	Cost
Basic Services	A. General Project Management and QA/QC															
	1. Project Kick-off Meetings	2	\$440	2	\$400	2	\$300		\$0		\$0		\$0		6	\$1,140
	2. Manage and Coordinate Project efforts	24	\$5,280		\$0		\$0		\$0		\$0	8	\$880		32	\$6,160
	3. Review work progress (QA/QC)	8	\$1,760		\$0		\$0		\$0		\$0		\$0		8	\$1,760
	4. Periodic Project Progress Meetings w/City (2 mtgs.@2hrs.)	4	\$880		\$0	4	\$600		\$0		\$0		\$0		8	\$1,480
	Subtotal PM	38	\$8,360	2	\$400	6	\$900	0	\$0	0	\$0	8	\$880	\$0	54	\$10,540
	B Develop Hydraulic Model															
	1. Develop hydraulic model using GIS data	1	\$220		\$0	4	\$600		\$0	16	\$2,400		\$0		21	\$3,220
	2. Data Review and Model Setup	4	\$880	4	\$800	20	\$3,000		\$0		\$0		\$0		28	\$4,680
	3. Add Components to Model	8	\$1,760	8	\$1,600	58	\$8,700		\$0		\$0		\$0		74	\$12,060
	Subtotal Develop Hydraulic Model	13	\$2,860	12	\$2,400	82	\$12,300	0	\$0	16	\$2,400	0	\$0	\$0	123	\$19,960
	C Model Demand Allocation															
	1. Assess Monthly Operating Reports	2	\$440		\$0	20	\$3,000		\$0		\$0		\$0		22	\$3,440
	2. Review service connection and production data	2	\$440		\$0	20	\$3,000		\$0		\$0		\$0		22	\$3,440
	3. Process 36 months of billing data to suport demand allocation	2	\$440		\$0	30	\$4,500		\$0		\$0		\$0		32	\$4,940
	4. Develop demand scenarios	4	\$880		\$0	30	\$4,500		\$0		\$0		\$0		34	\$5,380
	Subtotal Model Demand Allocation	10	\$2,200	0	\$0	100	\$15,000	0	\$0	0	\$0	0	\$0	\$0	110	\$17,200
	F. Hydraulic Model Calibration															
	1. Develop field data collection plan for pressure & hydrant flow tests	2	\$440	1	\$200	16	\$2,400		\$0		\$0		\$0		19	\$3,040
	2. Assist City personnel in conducting pressure & hydrant flow tests		\$0		\$0	8	\$1,200		\$0		\$0		\$0		8	\$1,200
	3. Review hydrant flow test data vs model	6	\$1,320	2	\$400	24	\$3,600		\$0		\$0		\$0		32	\$5,320
	4. Identify potential issues based on test data	4	\$880	1	\$200	16	\$2,400		\$0		\$0		\$0		21	\$3,480
	5. Calibrate model using test data	8	\$1,760	1	\$200	32	\$4,800		\$0		\$0		\$0		41	\$6,760
	Subtotal Hydraulic Model Calibration	20	\$4,400	5	\$1,000	96	\$14,400	0	\$0	0	\$0	0	\$0	\$0	121	\$19,800
	H. TCEQ Variance Request															
	1. Perform TCEQ ESV Model Runs	4	\$880	0	\$0	40	\$6,000		\$0		\$0	0	\$0		44	\$6,880
	2. Prepare TCEQ ESV Report	8	\$1,760	4	\$800	40	\$6,000		\$0		\$0	16	\$1,760		68	\$10,320
	3. Coordinate w/TCEQ for ESV Approval	8	\$1,760	0	\$0	16	\$2,400		\$0		\$0	0	\$0		24	\$4,160
	Subtotal Model and Data Presentation	8	\$1,760	0	\$0	16	\$2,400	0	\$0	0	\$0	0	\$0	\$0	24	\$4,160
	Total Man Hours / Cost	95	\$20,900	21	\$4,200	340	\$51,000	0	\$0	16	\$2,400	16	\$1,760	\$0	488	\$80,260

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

MEETING DATE: May 28, 2024

TOPIC: **Approval of Proposal by Clark Condon Associates for Planting and Irrigation Improvements Along the I-10 Sound Wall between Campbell Road and Bingle Road**

BACKGROUND: Based on feedback from City Council, beautifying the area in front of the sound walls along I-10 between Campbell Road and Bingle Road was identified as a priority.

Based on their work at City Park, staff reached out to Clark Condon Associates to discuss improvements along the identified area. They have prepared a proposal to cover landscape plantings and irrigation design along the sound wall. Their proposal is attached.

The estimated cost for these services is \$28,500, and includes:

- Preliminary design
- Construction documents
- Bidding assistance
- Construction phase services.

RECOMMENDATION: Staff recommends approval of the proposal for landscape and irrigation design services by Clark Condon Associates.

ATTACHMENTS:

- Proposal from Clark Condon Associates

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# _____

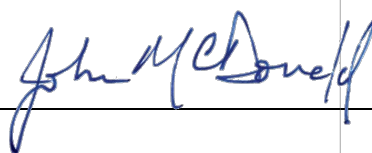
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

John McDonald, City Administrator

CITY ADMINISTRATOR APPROVAL:



CLARK CONDON

April 19, 2024

John McDonald
City Administrator
City of Spring Valley Village
1025 Campbell Rd
Houston, TX 77055

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phone 713.871.1414 *fax* 713.871.0888

CLARKCONDON.COM

Re: Spring Valley Village Landscape Enhancements

Dear John,

We are pleased to provide this proposal for landscape architectural design associated with the proposed I-10 landscape improvements located in Spring Valley Village, Texas. For the purposes of this proposal, you will be referred to as the Client and Clark Condon Associates, Inc. as the Landscape Architect.

SCOPE OF WORK - The scope of work includes planting and irrigation improvements along the I-10 sound wall between Campbell Rd and Bingle Rd. The Landscape Architect shall be responsible for providing landscape architectural design and documentation services for the project. This shall be accomplished by working closely with the Client and Design Team.

PRELIMINARY DESIGN - The Landscape Architect and Design Team shall prepare Preliminary Design drawings for the project. Drawings shall indicate general concepts, spatial relationships, scale, and form, and respond to site conditions, the program, and budget. Services to be provided in this phase include:

1. Visit the site to become familiar with the existing features of the site and the surrounding area.
2. Organize and schedule a maximum of 3 meetings with the Client to review design concepts.
3. Prepare Preliminary Planting Concepts and options for the overall scope.
4. Present Preliminary Concepts to the Client for review and discussion. Following this input, the concepts will be consolidated into one design.
5. Prepare a budgetary construction cost estimate based on Preliminary Design.
6. Attend one City Council meeting to present concepts and budgets.
7. Deliverables include rendered plans formatted on 11 x 17" to document the design phase.

CONSTRUCTION DOCUMENTS – The Construction Documents phase shall be initiated after the Client's approval of the Preliminary Design drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of all landscape architectural elements approved in Preliminary Design. Services to be provided in this phase include:

1. Provide site plans at 1" = 20'-0" scale indicating all items approved in Preliminary Design.
2. Provide details for all improvements as required for proper construction, installation, or finishing of all landscape components.
3. Prepare planting plans including all tree, shrub, vine, and groundcover selections for all locations.
4. Prepare irrigation plans including specifications, identification, location, and sizing of the irrigation system and its component parts or provide notes for contractor to repair/renovate the existing system.
5. Prepare final construction cost estimate to include unit costs at current construction dollars.
6. Organize and schedule Client meetings (3 maximum).
7. Prepare a project manual including contract documents and technical specifications in MasterSpec format.
8. Issue signed and sealed permit set. Submit drawings to TxDOT for review and approval.
9. Prepare final Construction Documents in reproducible format and digital format, AutoCAD.

BIDDING – After completion and approval of the Construction Documents, the Landscape Architect shall assist the Client with putting the plans out for public bid.

1. Distribute bid documents.
2. Conduct a pre-bid conference.
3. Prepare addenda as necessary.
4. Evaluate bids and make recommendations for contracts.
5. Revise the Construction Documents in a closing addendum, which incorporates any revisions and cost-saving items agreed to during the bidding phase.

CONSTRUCTION PHASE SERVICES – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Perform periodic site visits (approximately 3 visits). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Client, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.
2. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
3. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
4. Coordinate and conduct a substantial completion walkthrough at the conclusion of the construction and provide a punch list to the Contractor to complete the project.
5. Based on site visits, and the data comprising the pay application, the Landscape Architect shall review and certify to the Client that to the best of the Landscape Architect's knowledge, information, and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
6. Review change orders for approval by the Client.

FEE - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

Basic Services

Preliminary Design	\$8,500.00
Construction Documents	\$14,500.00
Bidding/Pricing	\$1,500.00
Construction Phase Services	<u>\$4,000.00</u>

TOTAL BASIC SERVICES **\$28,500.00**

REIMBURSABLE EXPENSES - The Client shall pay the Landscape Architect for the cost of out-of-town travel expenses, messengers, mileage, printing, permit and review fees, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 15%.

ADDITIONAL SERVICES – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the Client to proceed to the next phase or because of Client changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out-of-scope work.

HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

EXCLUSIONS TO THE CONTRACT

1. Topographic and boundary surveys
2. Existing site engineering and utility base information
3. Graphics
4. SWPPP

BILLING - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days.

STANDARD OF CARE – The Landscape Architectural Services shall be performed with care and diligence as is consistent with the professional skill and care applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

OWNERSHIP OF DOCUMENTS – The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the “Design Materials”). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

INDEMNIFICATION – Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney’s fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party’s negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

ASSIGNMENT – Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of the proceeds.

GOVERNING LAW – This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address:

Texas Board of Architectural Examiners
P.O. Box 12337, Austin, TX 78711-2337
Phone (512) 305-9000, Fax (512) 305-8900

TERMINATION - If the Client should decide to terminate this Agreement, they shall give Clark Condon Associates, Inc. seven (7) days written notice and shall pay for all services rendered to the date of termination. Clark Condon Associates, Inc. reserves the right to terminate this contract upon fifteen (15) days’ notice if any amount billed to Client is sixty days past due.

WAIVER OF SUBROGATION – To the extent damages are covered by property insurance, the Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement.

DISPUTE RESOLUTION - In the event of any Dispute arising out of or relating to this Agreement or the Services, the Parties shall first use their best efforts to settle the Dispute. To this effect, any Party shall send (via electronic mail, facsimile, and overnight delivery) a written notice to the other Party that such Dispute exists, which shall include a brief recitation of the nature of the Dispute. Within seven (7) days of the date of such a notice, the senior executives of each Party or their respective parent companies shall consult and negotiate with each other and attempt to reach a solution satisfactory to the Parties. All negotiations pursuant to this section shall be confidential, privileged, and inadmissible in any arbitration or legal proceeding, and shall be treated as compromise and settlement negotiations for all purposes.

If the Dispute is not resolved by negotiation within a period of thirty (30) days of the transmission of the written notice from one Party to the other of the existence of such a Dispute, then both parties agree to mediation with a mutually agreeable mediator, mediation failing, the Dispute shall be finally resolved by litigation in the State District Court of Harris County, Texas.

WAIVER OF CONSEQUENTIAL DAMAGES – The Landscape Architect and Client waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

LIMITATION OF LIABILITY – In recognition of the relative risks and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Landscape Architect, and its sub-consultants, to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever and claim expenses from other cause or causes, so that the total aggregate liability of the Landscape Architect, and its sub-consultants, to all those named shall not exceed the Landscape Architect's total fee for services rendered on this project. Such claims and clauses include, but are not limited to, negligence (including gross negligence), professional errors or omissions, strict liability, and breach of warranty.

COMPLETE AGREEMENT – This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and the Landscape Architect.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Mary Keilers, PLA, LEED AP
Innovation and Research Principal

APPROVED: _____ **DATE:** _____

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

MEETING DATE: May 28, 2024

TOPIC: **Approval of Proposed Police Department Reorganization to Include New Command Positions and Assignments and the Creation of a New Full-Time Administrative Assistant Position**

BACKGROUND: See attached memo.

RECOMMENDATION: Staff recommends approval of the proposed Police Department reorganization.

ATTACHMENTS:

- Memo from Chief Mark Schulze.
- Current department organization chart.
- Proposed organizational chart.

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# _____

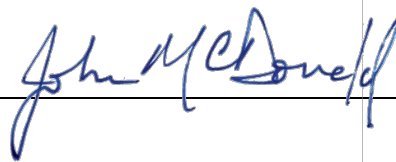
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Mark Schulze, Chief of Police

CITY ADMINISTRATOR APPROVAL:





EST. 1955

SPRING VALLEY VILLAGE



TO: Mayor and City Council
FROM: Mark Schulze, Chief of Police
CC: John McDonald, City Administrator
DATE: May 1, 2024

SUBJECT: Proposed reorganization of the Police Department

Background

The Spring Valley Village Police Department has experienced a fair amount of change over the last few years. Through turnover in management and organizational philosophy, an evolution of the department's structure is necessary to meet the needs of the community and the officers who serve our city. The development of a proper command structure with administrative support allows our department to operate with improved efficiency and effectiveness.

The Police Department has attempted to address some of these issues previously. But, as we continue to grow and learn, we must continue to adapt to the current climate. The following proposals are put forth to assist the department in meeting our mission:

- Reclassifying a patrol officer position to a new Assistant Chief position;
- The reorganization of positions within the department's organizational chart, to include the elimination of the corporal positions and the creation of one additional sergeant position.
- Appropriate promotions of staff based on the new structure;
- Creating and funding an Administrative Assistant position.

An organizational chart detailing both the current structure and proposed is attached.

New Positions

There have been numerous changes throughout the last several years, which have negatively affected internal operations and our ability to effectively partner with outside agencies. We wish to correct these issues by establishing a traditional rank structure for our department to create a solid foundation for the provision of services. This also allows our department to better integrate with other law enforcement agencies through an aligned rank structure with similar positions and tasked responsibilities. Our personnel will now be better positioned to strengthen relationships with other agencies and their staff benefitting both the department and our community.

These proposed changes will have minimal effect on this year's budget. While several officers will be reclassified to higher positions, their job duties will remain similar to their current ones.

Assistant Chief

The police department does not currently have an Assistant Chief position. However, Captain Justin Lane currently has the responsibilities and duties typically associated with an Assistant Chief position. Lane serves as the second-in-command and fills the role of "acting chief" in my absence. Lane has performed admirably in this role for over two years, without incident, and is well qualified to hold the position of Assistant Chief.

Lane has over 5,600 Texas Commission on Law Enforcement (TCOLE) training hours including numerous executive leadership courses and holds a Master Peace Officer License with TCOLE. Captain Lane also has a vast history of leadership experience due to his eight years honorable service in the United States Marine Corps. He is currently registered to attend the LEMIT Leadership Command College, which is the most comprehensive program offered at the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) which is often compared to the FBI National Academy. These qualifications, along with his exemplary proven ability in the past years as an executive level leader within our agency, give me confidence that promoting him to the position of Assistant Chief will help ensure this agency's continued success.

Captain

Having an Assistant Chief of Police affords us the ability to have a Captain third in command, which is a common practice among police departments. Like the situation of our current Captain, it also holds true to the current Lieutenant position as well. Lieutenant Carlos Menchaca is third in command of our department and has done an excellent job in the role. Menchaca has over 3,000 TCOLE training hours and currently holds an Advanced Peace Officer license but will soon be awarded a Master Peace Officers license due to his training and experience. He has also accomplished numerous executive level leadership courses and is scheduled to attend the LEMIT Leadership Command College Module 1 early next year. As a dedicated public servant to Spring Valley Village for over 10 years, his exceptional skills within the law enforcement profession has led to the development of a great network with other agencies all over the country.

Menchaca's current job duties and responsibilities are comparable to surrounding agencies third in command positions. As a Captain, he has the opportunity to be further involved in meetings and training with outside professionals and give him additional tools and resources to improve our department. Menchaca will directly command our Patrol and Communications divisions, which is what I think of as the "back bone" of every agency. I am confident that Carlos Menchaca will have great success in this position.

Lieutenant

With the proposed structure changes there will be other changes within our patrol and investigative divisions. We will still use the Lieutenant position within our Criminal Investigative Division (CID), as we do now, but with the proposed structure it will allow our Lieutenant to focus strictly on

investigative and community outreach matters and not have additional administrative duties. The CID lieutenant will also serve as the agency's acting victim rights advocate. As Chief of Police, I see a need for our agency to have a greater focus on these community outreach projects that will keep our community informed and connected with our officers. Sergeant Alberto Menchaca has stepped up and taken charge of these projects thus far and I see him continue this work in this Lieutenant position.

Patrol Division

In our Patrol Division, the corporal positions will be phased out. Instead, senior officers will be used on shift if supervisory assistance is needed. There is currently only one corporal in our ranks, Forrest McClain. McClain has done a great job for our agency and will continue to use his leadership abilities on shift when needed. While the corporal position was originally created to fill in as a supervisor in the absence of a shift Sergeants, we have since determined there was limited benefit to our department overall. Our agency has a wide array of experience among our patrol ranks, so utilizing these capable officers as an Officer-in-Charge in the Sergeants' absence, will be more effective. This method is also common practice in the law enforcement profession. Our officers are compensated for the knowledge and experience they offer so there will be no budgetary changes in reference to this, including Officer McClain's current salary.

Administration

The department previously had an administrative support position, but this role has been unfilled for the past two years. The creation of a new Administrative Assistant position will support the command staff by providing someone to focus on completing those tasks that would typically be taken care of by an administrative assistant but are now being handled by leadership.

The Administrative Assistant will aid in supporting the command staff by ensuring our personnel records are in compliance with our annual TCOLE and CJIS audits, as well as help maintain our compliance within Texas Best Practices policies, and provide other assistance as needed. They will also be available to take calls and messages when I am in the field and/or away from my desk, which will ensure that all needs are promptly addressed to those who reach out to my office directly. These mentioned tasks are currently being accomplished by our command staff, which does cause distraction from other important matters at times.

As I have worked to strengthen the department since taking command, it has become apparent that it is time to fill this position. While this position was effectively cut from the budget with the reduction in department salary during the finalization of the budget. I would ask the position be added this year with a start date of July 2024. This will allow time to properly complete all necessary internal paperwork, post the position, and complete the hiring process.

Budget

This proposed reorganization of the department has a net increase of one FTE (Administrative Assistant) and will require adjustments to several employees' pay based on promotions to new

positions in the next budget (FY 2025). Necessary adjustments to the budget for this year will be minimal.

Budget adjustments for this fiscal year will include:

- Adequate funding of the Administrative Assistant position,
- Difference in funding provided for the patrol position to be eliminated and the new Assistant Chief of Police position.

Current salary savings as well as other savings achieved to date within the Police Department should cover these costs.

Budget adjustments required for Fiscal Year 2025, include:

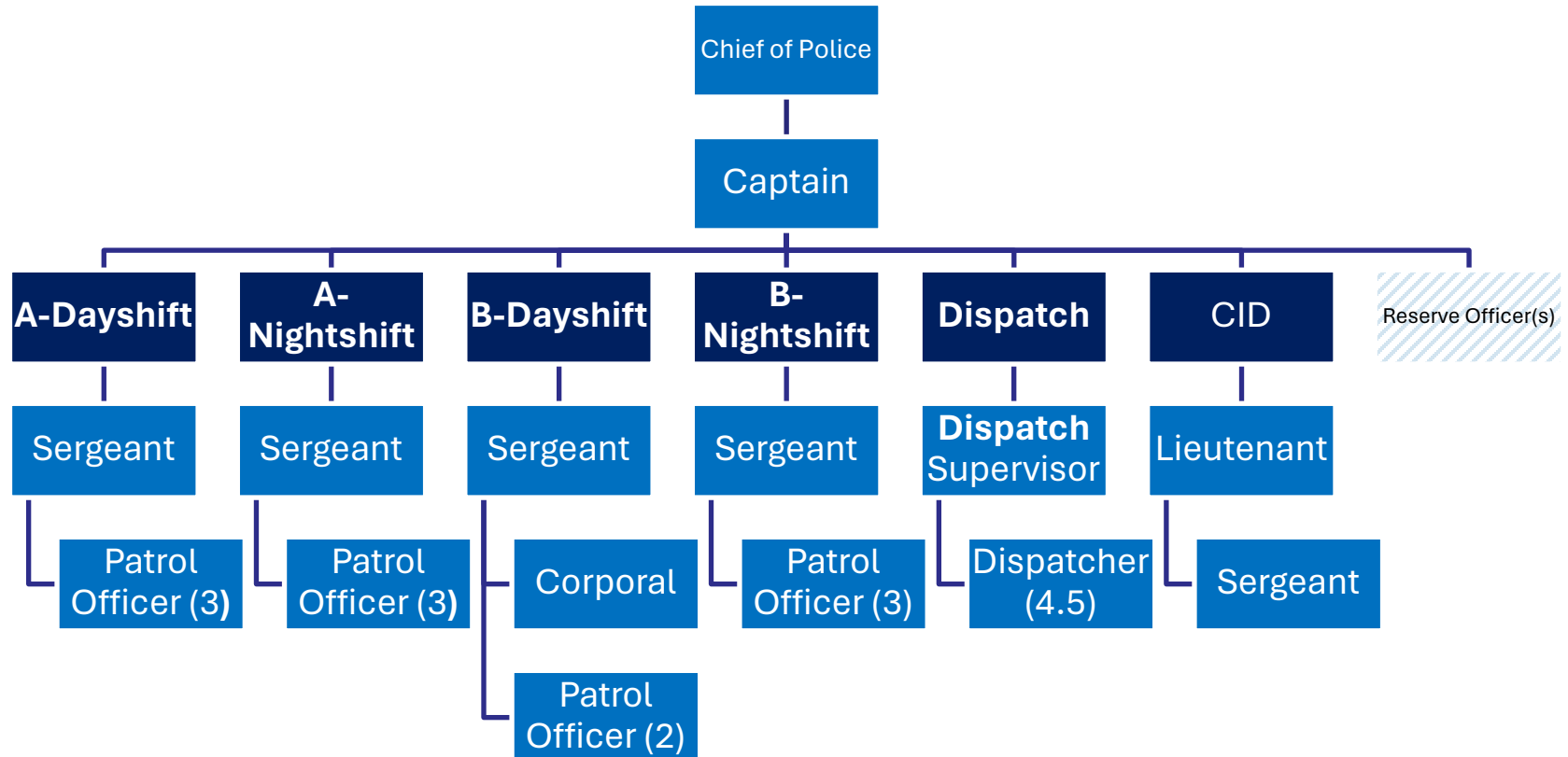
- Continued funding for new Administrative Assistant position,
- Position increases for those officers promoted to higher roles (Assistant Chief, Captain, Lieutenant, Sergeant).
 - Initial review of involved officers' current salaries find them overlapping with the higher position they would be promoted into. Those promoted would see a 5% salary increase beginning October 1, 2024.

In conclusion, the proposed changes discussed here:

- Address the need to continue to strengthen our service levels to the community by establishing a traditional rank and command structure that will provide a more agile and responsive department and a fully realized command staff with the establishment of the Assistant Chief position;
- Creates a new Administrative Assistant position to effectively support the Chief of Police and the Command Staff; and
- Promotes current employees within the updated organization to take advantage of our experienced and trained officers and properly recognize the work done by our staff.

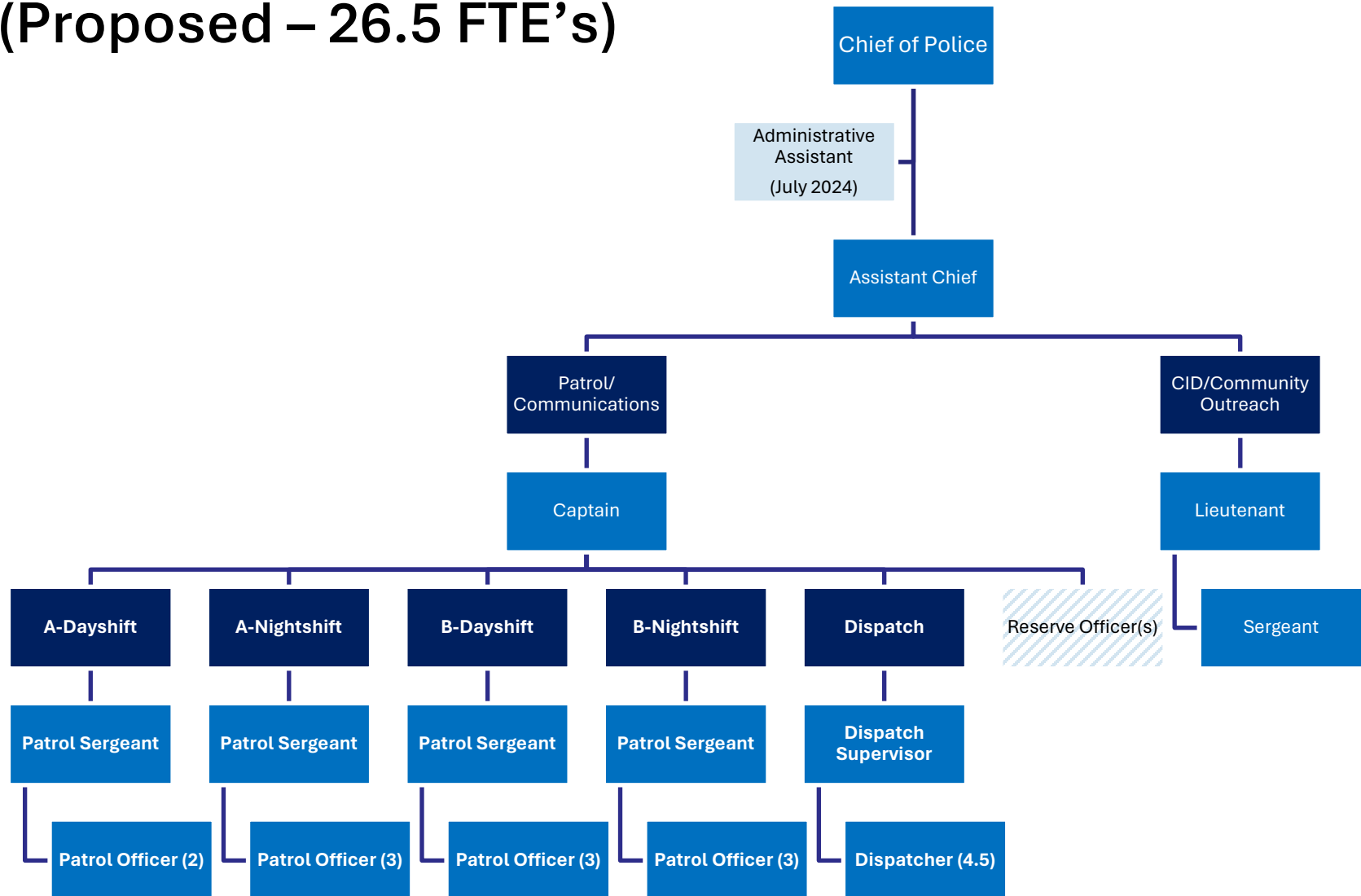
Police Department

(Current – 25.5 FTE's)



Police Department

(Proposed – 26.5 FTE's)



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

MEETING DATE: May 28, 2024

TOPIC: **Approval of an Amended Interlocal Cooperation Agreement Between the City of Spring Valley Village, Texas, and the City of Hilshire Village, Texas, Providing for Police and Municipal Court Services**

BACKGROUND: As discussed with City Council, the main amendment to the document is the increase of the opt-out clause from six months or by June 1 of each year, to a one-year notice. (Section IV)

Additionally, Section III has been amended to remove a reference to a specific initial dollar amount and focuses on the 16.1% of the Police Department annual budget (with previously approved exceptions) that has been in place to date.

RECOMMENDATION: Approval of the amended Interlocal Cooperation Agreement between Spring Valley Village and Hilshire Village

ATTACHMENTS:

- Amended Interlocal Cooperation Agreement – Clean Version
- Amended Interlocal Cooperation Agreement – “Redline”

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# _____

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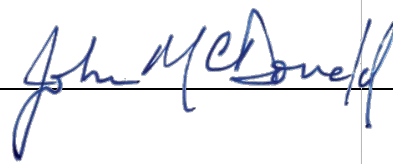
FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

John McDonald, City Administrator

CITY ADMINISTRATOR APPROVAL:



THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

Whereas, the City of Spring Valley Village, Texas ("SVV"), and the City of Hilshire Village, Texas ("Hilshire") entered into an Interlocal Cooperation Agreement for the provision by SVV of police and municipal court services to Hilshire on December 31, 1987; and

Whereas, the parties have periodically amended that agreement and are desirous of amending the agreement as set forth below; and

Whereas, the parties enter into this Agreement for the purpose of the providing law enforcement and municipal court services for the benefit of their communities;

Now, therefore, the City Councils of SVV and Hilshire mutually agree as follows:

I.

SVV and Hilshire enter into this Agreement by and through their duly elected officials, and it is the intention of both parties to conform this Agreement in all respects with Chapter 791 of the Texas Government Code, more commonly known as "The Interlocal Cooperation Act."

II.

SVV shall:

(a) Provide police services, as those services are provided within SVV, including, but not limited to, general police patrol, neighborhood patrol, crime investigations, House Watch and National Night Out Programs, home security evaluations, animal control, emergency and SRT (Special Response Team) support, alarm response, and general enforcement of the laws of the State of Texas and the ordinances of Hilshire;

(b) Provide, maintain, and service, at no additional expense to Hilshire, all police cars necessary for and used in providing the services described in (a) above;

(c) Publish and permit to be published, to all interested parties and the residents of Hilshire, the telephone number of SVV's police dispatcher;

(d) Maintain and keep in force a policy, or policies, of automobile insurance on all vehicles used in fulfilling this agreement, such policies complying in all respects with the Texas Tort Claims Act, as amended;

(e) Provide municipal court services, including clerical, judicial and warrant officer support. Such services shall include the adjudication of Class C misdemeanor crimes, issuing arrest warrants, collecting and receipting fines and court costs, filing Office of Court Administration Reports, filing State Comptroller's Office reports, remitting payments to the State Comptroller, preparing reports of moving traffic convictions to the Department of Public Safety and all other reasonable and necessary functions of a municipal court;

(f) Pay all wages, salaries, and other compensation of police officers, municipal court judge, prosecuting attorney, and court clerk including payroll taxes, retirement, social security taxes, if any, and any other payroll expenses for the services provided by SVV;

(g) Provide upon request an officer to attend Hilshire City Council meetings and report on police activities for the previous month; and

(h) Periodically pay to Hilshire fines collected by SVV for the municipal court (less court costs and fees).

III.

Hilshire shall:

(a) Pay to SVV for the police and municipal court services described above an amount equal to 16.1% (the area of Hilshire as a percentage of the combined area of SVV and Hilshire) of SVV's total Police Department annual fiscal year Budget not including budgeted expenses for warrant officer and capital improvements. Such amount shall be prorated on a monthly basis, with payments being due on or before the first day of the month to which such payment applies. For the purposes hereof, "fiscal year" shall mean the period that begins October 1st and ends immediately the following September 30th;

(b) Provide whatever Ordinances may be necessary to give SVV the full authority, power, rights, and privileges to act for Hilshire in accordance with this agreement; and

(c) Appoint the Municipal Court Judge, Associate or Alternate Court Judge, Prosecuting Attorney, Assistant Prosecuting Attorneys and Clerk of the Court, all of whom shall be the same as appointed by the SVV for its Municipal Court.

IV.

This Agreement shall be for a term of one year, commencing on October 1, 2023, and extending through September 30, 2024; provided, however, that this Agreement shall automatically extend for successive one year terms unless notice of termination is given no less than one (1) year prior to termination. Provided further, that either party may terminate this Agreement by giving notice to the other party at least one year prior to the date of termination. All written notice shall be sent to the address of the parties shown herein.

V.

In order to have a more effective relationship between the parties, and to provide the best possible police protection and municipal court, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the governing bodies of the parties, and by no other means or person.

VI.

(a) At all times this agreement is in force, all police officers of SVV shall be under the supervision of the Chief of Police of SVV, or the Chief's duly authorized representative, and no other person.

(b) Each party shall pay for services provided under this Agreement out of current revenue funds.

(c) Each party agrees that this Agreement fairly compensates each party for the services and functions performed under this Agreement.

VII.

Independent Contractor. Both parties mutually agree that SVV is an independent contractor, and shall have exclusive control of performance hereunder, and is in no way to be considered an employee of the Hilshire. Nothing herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint-venturers, or any similar relationship.

VIII.

Risks. Each party agrees to carry such policies of insurance as each deems appropriate to cover any risks arising out of this Agreement; provided further that SVV agrees to carry, as a minimum, insurance with liability limits of One Million Dollars "aggregate." Policies are available for inspection by Hilshire upon request.

IX.

No third party beneficiaries. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

X.

No waiver of immunity. Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the parties, their past or present officers, employees, or agents.

XI.

Venue. Venue for any dispute arising under this Agreement shall lie exclusively in the state and federal courts of Harris County, Texas.

XII.

Amendments. This agreement may be modified, changed, or altered at any time, upon mutual agreement of parties, provided that any such modification, change, or alteration be reduced to writing.

XIII.

Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect, and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

IN WITNESS WHEREOF, we have hereunto set our hands effective the ____ day of October, 2024, in duplicate originals in Harris County, Texas.

CITY OF SPRING VALLEY VILLAGE
("SVV")

CITY OF HILSHIRE VILLAGE
("Hilshire")

By: _____
Marcus Vajdos, Mayor

By: _____
Robert Buesinger, Mayor

ATTEST:

ATTEST:

Jasmin Torres, City Secretary
City of Spring Valley Village

Cassie Stephens, City Secretary
City of Hilshire Village

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
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("SVV")

CITY OF HILSHIRE VILLAGE
("Hilshire")

By: _____
Marcus Vajdos, Mayor

By: _____
Robert Buesinger, Mayor

ATTEST:

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