

Marcus Vajdos, Mayor
Steve Bass
David Dominy



Allen Carpenter, Mayor Pro Tem
John Lisenby
Joy McCormack

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, December 17, 2024, beginning at 6:00 PM. 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.

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

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 Honoring City Employee

- Jose Carreon

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.

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 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Minutes for City Council Meeting on November 19, 2024.
- 6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 8 Brighton Place Pavement & Utility Improvement Project
- 6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Pay Estimate No. 8 for On Par Civil Services for the Cedarspur/Burkhart project.

7. DEPARTMENT REPORTS

- 7.1 Public Works Update
- 7.2 Police Department Report
- 7.3 Village Fire Department Report and updates from the City's representatives to the Village Fire Department Board of Commissioners

8. NEW BUSINESS

- 8.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 8.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the City Council Meeting Dates for Calendar Year 2025.
- 8.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 24-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH KROGER AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

9. ADJOURNMENT

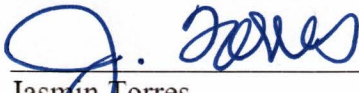
Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

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 December 17, 2024 agenda of items to be considered by City Council was posted on or before the 13th day of December, 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 Jasmin Torres](mailto:Jasmin.Torres@springvalleyvillage.com) for further information.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	December 17, 2024
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Minutes for City Council Meeting on November 19, 2024.

BACKGROUND:

ATTACHMENTS: 11-19-2024 Minutes - JMD
--

FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, NOVEMBER 19, 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 6:01 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor Pro Tem Allen Carpenter

Council Member Steve Bass

Council Member David Dominy (arrived at 6:05 p.m.)

Council Member John Lisenby

Members Absent:

Council Member Joy McCormack

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

2.2 Texas Flag

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

3. INTRODUCTIONS

John McDonald, City Administrator

Thomas S. Ramsey, City Attorney

Jasmin Torres, City Secretary

Kristina Watson, Public Works Director

Abbey Anderson, Assistant to City Administrator

Brent Walker, City Treasurer

Susan Thornhill, Assistant City Treasurer

Mark Schulze, Chief of Police

Justin Lane, Assistant Chief of Police

Carlos Menchaca, Police Captain

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 FBI – LEEDA (Law Enforcement Executive Development Association)

Greg Hamilton of the FBI – LEEDA Executive Board presented the Spring Valley Village Police Department and Chief Schulze, Assistant Chief Lane, Police Captain Menchaca, and Sergeant Clawson with the FBI – LEEDA Trilogy Award.

5. PUBLIC COMMENTS

5.1 PUBLIC COMMENTS (THREE MINUTE LIMIT)

At

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

None.

6. CONSENT AGENDA

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

- 6.1 Minutes for Regular Called City Council Meeting on October 22, 2024.
- 6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 7 Brighton Place Pavement and Utility Improvement Project.
- 6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Pay Estimate No. 7 for On Par Civil Services for the Cedarspur Burkhart Project.
- 6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Change Order No 3 – Cedarspur (West of Bingle) & Burkhart (East of Bingle) Pavement and Utility Improvement Project – On Par Civil Services, LLC

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

7. DEPARTMENT REPORTS

7.1 Police Department Update

- 1. Number of calls for service – 3,612
- 2. Number of traffic violations – 1,136

7.1(a) Village Fire Department Update

Captain Depaul presented the Village Fire Department updates for October 2024 to include updates on staffing, equipment, major calls, and ongoing projects.

7.2 Finance Department – Quarterly Investment Report

Assistant City Treasurer Susan Thornhill presented the quarterly investment report to the City Council.

7.3 Public Works Update

1. Brighton Place Project Update

Public Works Director Kristina Watson informed the Council that the pavement on Krist Drive up to Burkhart Ct is nearing completion. Next month, the large

underground detention boxes will begin being placed. Conrad Construction has notified the residents along Winningham that will be directly affected by this phase. They are working on putting together an e-mail to the entire neighborhood and a sketch of traffic control during this portion of the project. We will advise that residents who do not live along this portion of Winningham avoid this area as much as possible during the placement of these boxes. The waterline subcontractor is nearing completion of connecting the residents along the circle to the new water main. They will finish the installation of the water main along Winningham after this has been completed.

2. Cedarspur (West of Bingle) & Burkhart (East of Bingle) project update

Ms. Watson informed the Council that pavement on the North side of Burkhart is complete, including driveways, and On Par has begun concrete work on the South side. The placement of the new sanitary sewer line on Burkhart is also in progress. Pavement and driveways on Cedarspur have been completed. On Par is test the water mains on both streets and will begin connecting residents to the new line in the coming weeks.

3. CenterPoint Discussion

Public Works Director Kristina Watson discussed with Council that CenterPoint has had some recent movement within their company and city staff met with Spring Valley's new area representative last week. Ongoing concerns were relayed and discussed along with ways to improve and resolve issues more efficiently for our residents.

8. OLD BUSINESS

8.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Appointment/Re-appointment to Board and Commissions.

Mayor Vajdos made the recommendation for the Parks Board to appoint Paul Bunch, Michael Pokorski, Mark Uffhausen, and Jocelyn Vincent. Council Member Dominy motioned to approve Mayor Vajdos' recommendation approving multiple appointments to the Parks Board and Council Member McCormack as Council Representative for the board, and Council Member Carpenter seconded the motion. Motion carried 4-0.

9. NEW BUSINESS

9.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Villages Mutual Insurance Group Recommend Insurance Carriers for Plan Year 2025, to include United Health Care for Medical, Dental, and Vision, and The Hartford Group for Life AD&D, Long-Term Disability, and Supplemental Life for the City of Spring Valley Village's Employee Benefits.

City Administrator McDonald gave a brief presentation and answered questions regarding the changes and general information about the Plan Year 2025 insurance recommendation Council Member Dominy motioned to approve the recommendation of Villages Mutual Insurance Group of United Health Care for Medical, Dental, and Vision and The Hartford Group for Life AD&D, Long-

Term Disability, and Supplemental Life for City Employee Benefits, and Council Member Bass seconded the motion. Motion carried 4-0.

9.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approving IDS Engineering Group proposal to provide professional engineering services for rehabilitation of the Home Depot Life Station.

Council Member Dominy motioned to approve IDS Engineering Group's proposal to provide professional engineering services for rehabilitation of the Home Depot Life Station, and Council Member Carpenter seconded the motion. Motion carried 4-0.

9.3 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Cobb, Fendley, & Associates, Inc.'s proposal to provide Professional Engineering Services for the Croes Drive Pavement & Utility Improvement Project.

Council Member Dominy motioned to approve Cobb, Fendley & Associates, Inc.'s proposal to provide professional engineering services for the Croes Drive Pavement & Utility Improvement Project, and Council Member Bass seconded the motion. Motion carried 4-0.

9.4 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Cobb, Fendley, & Associates, Inc.'s proposal to provide Professional Engineering Services for the Merlin Court and Spring Oak Circle Pavement and Utility Improvement Project.

Council Member Dominy motioned to approve Cobb, Fendley & Associates, Inc.'s proposal to provide professional engineering services for the Spring Oak Croes Drive Pavement & Utility Improvement Project, and Council Member Bass seconded the motion. Motion carried 4-0.

9.5 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of a proposed Traffic Study on Bingle Road from Cobb, Fendley, & Associates (CobbFendley)

Council Member Bass motioned to approve the proposed Traffic Study on Bingle Road from Cobb, Fendley, & Associates, and Council Member Carpenter seconded the motion. Motion carried 4-0.

10. 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:

- 10.1 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 7:20 p.m.

11. RECONVENE

The City Council meeting reconvened at 7:57 p.m.

12. ADJOURNMENT

Council Member Carpenter motioned to adjourn the meeting at 7:57 p.m., and Council Member Bass seconded the motion. Motion carried 4-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary

December 4, 2024

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

Re: Brighton Place Reconstruction
Payment Application #8
CFA Project No. 2212-056-01

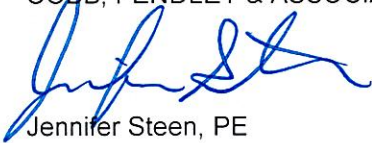
Dear Kristina Watson:

Attached is Payment Application #8 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 \$221,160.87.

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 blue 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: #8

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365 days
Substantial Completion Date	8/14/2025	Current Approved Extensions	70 days
Final Completion Date	8/14/2025	Previous Approved Extensions	38 days
		Total Contract Time	473 days
PAY PERIOD:	From: 11/1/2024	Spent Days	215 days
	To: 11/30/2024	Days Remaining	258 days
		Rain Days To Date	0 days
		Percent of Contract Time Completed	46%

CHANGE ORDERS

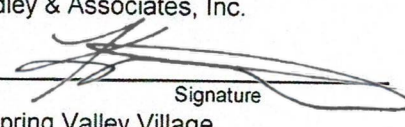
NO.	Date:	Amount:	Days:
0	12/4/2024	Rain Days to Date	32
1	10/9/2024	\$70,637.00	38
Total Change Orders:		\$70,637.00	38

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	70,637.00
Contract Sum to Date:	\$	6,321,311.50
Total Completed and Stored to Date:	\$	2,443,131.84
Percent of Work Installed		39%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	244,313.18
Total Earned Less Retainage:	\$	2,198,818.66
Less Previous Certificates of Payment:	\$	1,977,657.79
Current Payment Due:	\$	221,160.87

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>Brian Conrad</u> Print Name Conrad Construction Co. LTD	 Signature	Date: <u>12/4/24</u>
Approved By:	<u>Jennifer Steen</u> Print Name Cobb, Fendley & Associates, Inc.	 Signature	Date: <u>12/4/2024</u>
Accepted By:	<u>Kristina Watson</u> Print Name City of Spring Valley Village	 Signature	Date: <u>12-4-2024</u>

PAY ESTIMATE: #8											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #7 QUANTITY INSTALLED		Pay Estimate #8 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
A. SECTION 1 - GENERAL AND SITE WORK ITEMS - PRIMARY SITE											
1	Mobilization, Bonds, Insurance, Construction Staking, etc. (5% Max)	LS	1	\$ 300,000.00		0.00		0.00	1.00	\$ 300,000.00	100.00%
2	Installation of Project Sign	LS	1	\$ 1,650.00		0.00		0.00	1.00	\$ 1,650.00	100.00%
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	1.00	3,750.00	1.00	3,750.00	7.00	\$ 26,250.00	58.33%
4	Construction photographs	LS	1	\$ 1,400.00		0.00		0.00	0.00	\$ -	0.00%
5	TPDES Submittal	LS	1	\$ 1,000.00		0.00		0.00	1.00	\$ 1,000.00	100.00%
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 105,000.00	0.08	8,400.00	0.08	8,400.00	0.57	\$ 59,850.00	57.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		0.00		0.00	0.00	\$ -	0.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		0.00		0.00	0.00	\$ -	0.00%
9	Removal of Existing Traffic Signs	EA	10	\$ 100.00		0.00		0.00	0.00	\$ -	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		0.00	0.00	\$ -	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	0.08	8,800.00	0.08	8,800.00	0.72	\$ 79,200.00	72.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.10	5,000.00	0.10	5,000.00	0.55	\$ 27,500.00	55.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		0.00		0.00	1.00	\$ 1,050.00	100.00%
14	Removal of Tree 12 – 29.99", species varies	EA	8	\$ 1,550.00		0.00		0.00	4.00	\$ 6,200.00	50.00%
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,100.00		0.00	1.00	2,100.00	1.00	\$ 2,100.00	50.00%
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	0.08	680.00	0.08	680.00	0.60	\$ 5,100.00	60.00%

PAY ESTIMATE: #8											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #7 QUANTITY INSTALLED		Pay Estimate #8 QUANTITY INSTALLED		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		0.00	0.00	\$ -	0.00%
18	Purchase and Installation of Temporary Mailboxes, Complete in Place	EA	119	\$ 100.00	3.00	300.00		0.00	50.00	\$ 5,000.00	42.02%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75		0.00	2,050.00	13,837.50	2,050.00	\$ 13,837.50	21.72%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00		0.00	1.00	7,000.00	1.00	\$ 7,000.00	50.00%
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 4,500.00		0.00		0.00	0.00	\$ -	0.00%
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 1.50		0.00	2,236.00	3,354.00	2,236.00	\$ 3,354.00	23.69%
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	23.00	2,300.00		0.00	54.00	\$ 5,400.00	45.38%
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	2.00	1,100.00		0.00	43.00	\$ 23,650.00	122.86%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00	70.00	1,050.00	53.00	795.00	235.00	\$ 3,525.00	9.08%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 900.00	3.00	2,700.00	2.00	1,800.00	8.00	\$ 7,200.00	38.10%
27	Abandon And Grout Fill Existing Storm Sewer, All Sizes	LF	298	\$ 70.00		0.00		0.00	0.00	\$ -	0.00%
28	Abandon and Fill Existing 8-inch Diameter Sanitary Sewer Line	LF	253	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
29	Removal of Landscaping Hardscape, Including Blocks, Bricks, Pavers, etc. Located Inside Road ROW and Stockpile at Road ROW	LS	1	\$ 20,000.00	0.08	1,600.00	0.08	1,600.00	0.42	\$ 8,400.00	42.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00	172.00	172.00	16.00	16.00	697.00	\$ 697.00	16.83%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50	876.67	5,698.36	172.03	1,118.20	8,699.68	\$ 56,547.92	39.09%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00	270.00	270.00	30.00	30.00	1,601.00	\$ 1,601.00	34.43%

PAY ESTIMATE: #8											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #7 QUANTITY INSTALLED		Pay Estimate #8 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent Comp.
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 12.50	1,938.79	24,234.88	922.42	11,530.25	8,452.28	\$ 105,653.50	39.62%
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place	LF	594	\$ 195.00		0.00		0.00	0.00	\$ -	0.00%
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 90.00		0.00		0.00	1,075.00	\$ 96,750.00	100.00%
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 130.00	1,796.00	233,480.00		0.00	3,701.00	\$ 481,130.00	67.82%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		0.00		0.00	178.00	\$ 31,150.00	32.84%
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,500.00	16.00	24,000.00	24.00	36,000.00	40.00	\$ 60,000.00	66.67%
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,500.00	20.00	50,000.00	28.00	70,000.00	48.00	\$ 120,000.00	73.85%
40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 5,000.00		0.00		0.00	0.00	\$ -	0.00%
41	Cut, Plug, and Abandon Existing Diameter Water Lines size varies 4-Inch to 8-Inch, Complete in Place	LF	5,627	\$ 1.00	1,100.00	1,100.00	2,500.00	2,500.00	3,600.00	\$ 3,600.00	63.98%
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,500.00		0.00		0.00	1.00	\$ 6,500.00	100.00%
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 850.00	5.00	4,250.00		0.00	9.00	\$ 7,650.00	75.00%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 7,500.00	5.00	37,500.00		0.00	9.00	\$ 67,500.00	75.00%
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 54,500.00		0.00		0.00	0.00	\$ -	0.00%
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 50,000.00		0.00		0.00	0.00	\$ -	0.00%
47	Purchase and Installation of Concrete Junction Box JB03, Complete in Place	LS	1	\$ 40,000.00		0.00		0.00	0.00	\$ -	0.00%
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 650.00	21.00	13,650.00	6.00	3,900.00	72.00	\$ 46,800.00	59.02%
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	172.00	22,360.00		0.00	681.00	\$ 88,530.00	38.47%

PAY ESTIMATE: #8											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #7 QUANTITY INSTALLED		Pay Estimate #8 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	Amount	Quantity	Amount	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	16.00	3,200.00	16.00	\$ 3,200.00	4.23%
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		0.00	0.00	\$ -	0.00%
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		0.00	0.00	\$ -	0.00%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00	5.00	25,000.00		0.00	9.00	\$ 45,000.00	47.37%
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 5,500.00		0.00		0.00	2.00	\$ 11,000.00	33.33%
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 7,300.00		0.00		0.00	0.00	\$ -	0.00%
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 5,000.00		0.00	0.50	2,500.00	0.75	\$ 3,750.00	75.00%
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place	SY	21,365	\$ 68.50	2,158.62	147,865.47	762.62	52,239.47	8,615.28	\$ 590,146.68	40.32%
58	Blue Reflective Marker Placed at each Fire Hydrant, Complete in Place	EA	12	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
59	4-Inch Yellow Broken Reflectorized Pavement Markings, Complete in Place	LF	4,750	\$ 1.75		0.00		0.00	0.00	\$ -	0.00%
60	4-Inch Yellow Median Striping Reflectorized Pavement Markings, Complete in Place	LS	1	\$ 2,500.00		0.00		0.00	0.00	\$ -	0.00%
61	12-Inch White Reflectorized Pavement Marking, Complete in Place	LF	100	\$ 15.00		0.00		0.00	0.00	\$ -	0.00%
62	24-Inch White Reflectorized Pavement Marking, Complete in Place	LF	150	\$ 20.00		0.00		0.00	0.00	\$ -	0.00%
63	White Reflectorized Turn Arrows Pavement Marking, Complete in Place	EA	4	\$ 375.00		0.00		0.00	0.00	\$ -	0.00%
64	Purchase and Installation of 4-Inch x 12-Inch Mountable Concrete Curb, Complete in Place	LF	10,574	\$ 4.50	1,490.00	6,705.00	450.00	2,025.00	3,977.00	\$ 17,896.50	37.61%
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 6.00		0.00		0.00	0.00	\$ -	0.00%
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 9.50		0.00	374.62	3,558.89	1,132.92	\$ 10,762.74	28.67%
67	Adjust Traffic Signal Timing and Control Cabinet as Needed for Construction	LS	1	\$ 6,000.00		0.00		0.00	0.00	\$ -	0.00%

PAY ESTIMATE: #8											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #7 QUANTITY INSTALLED		Pay Estimate #8 QUANTITY INSTALLED		YEAR TO DATE		
					Quantity	Amount	Quantity	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		0.00	0.00	\$ -	0.00%
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 4,750.00		0.00		0.00	0.00	\$ -	0.00%
B. EXTRA WORK ITEMS											
1	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,000.00		0.00		0.00	0.00	\$ -	0.00%
C. ALLOWANCE											
1	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City (used for Change Order 1)	LS	1	\$ 25,000.00		0.00		0.00	0.00	\$ -	0.00%
CHANGE ORDER NO. 1											
CO1.1	Cured-in-Place Storm Sewer	LS	1	\$ 72,237.00		0.00		0.00	0.00	\$ -	0.00%
CO1.2	Short Side Service Lead (\$1,675 EA) 6 approved on CH 1	EA	6	\$ 1,675.00		0.00		0.00	0.00	\$ -	0.00%
CO1.3	Long Side Service Lead (\$2,225 EA) 6 approved on CH 2	EA	6	\$ 2,225.00		0.00		0.00	0.00	\$ -	0.00%
CO1.4	20 additional days for moving mailboxes	LS	1			0.00		0.00	0.00	\$ -	0.00%

Original Contract Amount: \$ 6,250,674.50	Total	631,965.70	Total	245,734.31
		63,196.57	Retainer 10%	24,573.43
	Total	568,769.13	Total	221,160.87
Number of requested Rain Days:		1		4

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

Cover Letter: Payment Application #8



GESSNER
ENGINEERING

TO: City of Spring Valley Village

(Owner)

Contact: 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 #8 for work through Nov 01, 2024 to Nov 30, 2024, in the amount of \$391,575.31. After review of work complete to date and material stored on-site, Gessner Engineering recommends the payment of \$391,575.31 to On Par Civil Services, LLC.

1. <u>Original Contract Amount:</u>	<u>\$2,978,252.8</u>
2. <u>Change Orders:</u>	<u>\$67,053.18</u>
3. <u>Total Current Contract Amount:</u>	<u>\$3,045,305.98</u>
4. <u>Total Value of Work Completed to Date:</u>	<u>\$1,936,476.28</u>
5. <u>Total Materials Stored to Date:</u>	<u>\$0.00</u>
6. <u>Total Completed & Stored to Date:</u>	<u>\$1,936,476.27</u>
7. <u>Retainage (10%):</u>	<u>\$193,647.63</u>
8. <u>Total Completed, Less Retainage:</u>	<u>\$1,742,828.64</u>
9. <u>Total Amount of Prior Payments:</u>	<u>\$1,351,244.42</u>
10. <u>Current Due Amount:</u>	<u>\$391,575.31</u>
11. <u>Total Balance Remaining:</u>	<u>\$1,302,477.34</u>
12. <u>Notice to Proceed Date:</u>	<u>March 6, 2024</u>
13. <u>Project Estimated Completion Date:</u>	<u>December 31, 2024</u>

Samantha Beevers, PE
(ENGINEER)

Recommend Payment:
See attached (Pay App)

PROJECT MANAGER
(TITLE)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO : Gessner Engineering
Owner: City of Spring Valley Village
FROM CONTRACTOR: On Par Civil Services, LLC
1220 Blalock Road Suite 300
Hou, TX 77055

PROJECT: Paving and Utility Improvements APPLICATION NO: 8 REV 1
Cedarspur Dr and Burkhardt Rd
ARCHITECT: Gessner Engineering
Engineer: 20-0109-01

APPLICATION DATE: 11/30/24
PERIOD FROM: 11/1/24
PERIOD TO: 11/30/24
PROJECT NO: 20-0109-01
CONTRACT DATE: March 6, 2024

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: Paving Improvements Cedarspur Dr and Berkhardt 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 \$ 67,053.18
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 3,045,305.98
4. TOTAL COMPLETED & STORED TO DATE \$ 1,936,476.28
(Column G on G703)

5. RETAINAGE:
a. 10% of Completed Work \$ 193,647.63
(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) \$ 193,647.63
6. TOTAL EARNED LESS RETAINAGE \$ 1,742,828.65
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,351,253.34
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE \$ 391,575.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,302,477.33
(Line 3 Less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$57,660.00	\$0.00
Total approved this Month	\$9,393.18	\$0.00
TOTALS	\$67,053.18	\$0.00
NET CHANGES by Change Order		\$67,053.18

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 12/10/24
Project Manager Date: 11/30/24

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT:

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: 8
Application Date: 11/30/24
Period To: 11/30/24
Project No: 20-0109-01

A ITEM NO.	B DESCRIPTION OF WORK 0.00	Quantity	C		SCHEDULED VALUE	D		E THIS PERIOD	F MATERIALS PRESENTLY STORED	G		H BALANCE TO FINISH	I RETAINAGE 10%				
			Cost Per Unit			WORK COMPLETED FROM PREVIOUS APPLICATIONS				TOTAL COMPLETED AND STORED TO DATE							
General Items																	
100	Mobilization, Bonds, and Insurance	1.00	\$80,756.00	\$	80,756.00	\$	80,756.00	\$	-	\$	80,756.00	\$	-				
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	\$	4,500.00	\$	-	\$	4,500.00	\$	1,500.00	\$	-		
103	Tree Protection, Complete in Place	1.00	\$7,500.00	\$	7,500.00	\$	3,750.00	\$	-	\$	3,750.00	\$	3,750.00	\$	-		
104	Furnish Construction Materials Testing, in Accordance with the plans and Specifications	1.00	\$16,000.00	\$	16,000.00	\$	11,000.00	\$	-	\$	11,000.00	\$	5,000.00	\$	-		
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	\$	11,250.00	\$	-	\$	41,250.00	\$	-	\$	-
201	Remove and dispose of 8" Temporary Asphalt Paving	550.00	\$20.00	\$	11,000.00	\$	5,500.00	\$	-	\$	5,500.00	\$	5,500.00	\$	-	\$	-
202	Temporary Crushed Limestone Driveways, Removal & Disposal as necessary after use	60.00	\$400.00	\$	24,000.00	\$	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	\$	-	\$	28,350.00	\$	-	\$	-	\$	-
204	Traffic Control for All Phases	1.00	\$50,000.00	\$	50,000.00	\$	45,000.00	\$	-	\$	45,000.00	\$	5,000.00	\$	-	\$	-
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	\$	-	\$	80,200.00	\$	-	\$	-	\$	-
301	Existing Street/Stop Sign to be Salvaged and Reinstalled after Construction	4.00	\$300.00	\$	1,200.00	\$	600.00	\$	-	\$	600.00	\$	600.00	\$	-	\$	-
302	Existing Storm Grate Inlet, Junction Box, and Manhole to be removed.	40.00	\$600.00	\$	24,000.00	\$	20,500.00	\$	-	\$	20,500.00	\$	3,500.00	\$	-	\$	-
303	Existing RCP Storm Sewer to be Removed (18" - 24")	2,476.00	\$25.00	\$	61,900.00	\$	40,000.00	\$	-	\$	40,000.00	\$	21,900.00	\$	-	\$	-
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	\$	-	\$	11,900.00	\$	-	\$	-	\$	-
306	Removal of Existing Trees (Sized: 15" - 25")	6.00	\$1,100.00	\$	6,600.00	\$	6,600.00	\$	-	\$	6,600.00	\$	-	\$	-	\$	-
307	Landscaped Areas in ROW to be Cleared	1.00	\$7,000.00	\$	7,000.00	\$	3,500.00	\$	-	\$	3,500.00	\$	3,500.00	\$	-	\$	-
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	\$	-	\$	-	\$	3,000.00	\$	-
401	Earthwork - Cut to Haul to Design Grades (In Place)	4,985.00	\$13.00	\$	64,805.00	\$	58,600.00	\$	6,205.00	\$	-	\$	64,805.00	\$	-
402	Existing Subgrade Compaction (8")	9,275.00	\$9.00	\$	83,475.00	\$	58,123.00	\$	-	\$	-	\$	58,123.00	\$	25,352.00
403	6" Concrete Pavement for Roadway, Complete in Place	6,523.00	\$108.00	\$	704,484.00	\$	295,000.00	\$	200,000.00	\$	-	\$	495,000.00	\$	209,484.00
404	6" Concrete Pavement for Driveways	1,471.00	\$108.00	\$	158,868.00	\$	100,000.00	\$	30,000.00	\$	-	\$	130,000.00	\$	28,868.00
405	4" Concrete Sidewalk, Complete in Place	95.00	\$165.00	\$	15,675.00	\$	4,650.00	\$	5,000.00	\$	-	\$	9,650.00	\$	6,025.00
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	\$	1,810.00	\$	-	\$	-	\$	1,810.00	\$	472.00
501	12" RCP Type III (Structural Backfill), Complete in Place	31.00	\$100.00	\$	3,100.00	\$	3,100.00	\$	-	\$	-	\$	3,100.00	\$	-
502	18" RCP Type IV (Structural Backfill), Complete in Place	424.00	\$135.00	\$	57,240.00	\$	55,080.00	\$	2,160.00	\$	-	\$	57,240.00	\$	-
503	24" RCP Type III (Structural Backfill), Complete in Place	570.00	\$115.00	\$	65,550.00	\$	63,625.00	\$	1,925.00	\$	-	\$	65,550.00	\$	-
504	30" RCP Type III (Structural Backfill), Complete in Place	475.00	\$145.00	\$	68,875.00	\$	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	\$	-	\$	-	\$	12,870.00	\$	-
506	5' TXDOT Type C-1 Curb Inlet, Complete in Place	2.00	\$8,000.00	\$	16,000.00	\$	8,000.00	\$	8,000.00	\$	-	\$	16,000.00	\$	-
507	5' Curb Inlet, Type BB, Complete in Place	13.00	\$7,500.00	\$	97,500.00	\$	60,000.00	\$	37,500.00	\$	-	\$	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	\$	-	\$	-	\$	22,500.00	\$	-
509	Standard 4' Inside Diameter Storm Sewer Manhole, Complete in Place	6.00	\$4,000.00	\$	24,000.00	\$	20,000.00	\$	-	\$	-	\$	20,000.00	\$	4,000.00
510	Standard 2'x2' Concrete Junction Storm Sewer Box, Complete in Place	1.00	\$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	\$	18,500.00	\$	-	\$	-	\$	18,500.00	\$	5,300.00

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	\$ 35,000.00	\$ 7,400.00	\$ -	\$ 42,400.00	\$ -	\$ -
514	Connect to Existing Grate Inlet Plug, 42" Opening	1.00	\$1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -
600	Water Line Trench Safety	1,828.00	\$0.10	\$ 182.80	\$ 156.10	\$ -	\$ -	\$ 156.10	\$ 26.70	\$ -
601	6" PVC C-900 DR 18 Waterline with Structural Backfill Complete in Place	668.00	\$40.00	\$ 26,720.00	\$ 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	\$ -	\$ -	\$ 58,000.00	\$ -	\$ -
603	6" PVC C-900 DR 18 Waterline (By Bore)	227.00	\$105.00	\$ 23,835.00	\$ 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	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -
606	6" x 4" Reducer, Complete in Place	1.00	\$45.00	\$ 45.00	\$ 45.00	\$ -	\$ -	\$ 45.00	\$ -	\$ -
607	6" x 6" Tee, Complete in Place	7.00	\$100.00	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ -	\$ -
608	6" Gate Valve & Box, Complete in Place	14.00	\$1,950.00	\$ 27,300.00	\$ 21,450.00	\$ -	\$ -	\$ 21,450.00	\$ 5,850.00	\$ -
609	6" 45 Degree Bend, Complete in Place	13.00	\$65.00	\$ 845.00	\$ 845.00	\$ -	\$ -	\$ 845.00	\$ -	\$ -
610	6" 22.5 Degree Bend, Complete in Place	1.00	\$65.00	\$ 65.00	\$ 65.00	\$ -	\$ -	\$ 65.00	\$ -	\$ -
611	6" 11.25 Degree Bend, Complete in Place	4.00	\$65.00	\$ 260.00	\$ 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	\$ 21,600.00	\$ -	\$ -	\$ 21,600.00	\$ 7,200.00	\$ -
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	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -
700	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	\$ 19,437.50	\$ 19,437.50	\$ -	\$ 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	\$ 8,000.00	\$ 20,000.00	\$ -	\$ 28,000.00	\$ 8,000.00	\$ -
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	Street 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	\$	-	\$	29,603.00	\$	-	\$	-
Item 49	City of Spring Valley Contingence	1.00	\$300,000.00	\$	300,000.00	\$	-	\$	-	\$	-	\$	-	\$	300,000.00	\$	-
Change Orders																	
1	Item # 200 Temporary Asphalt Paving	200.00	\$75.00	\$	15,000.00	\$	7,500.00	\$	7,500.00	\$	-	\$	15,000.00	\$	-	\$	1,500.00
1	Extra Traffic Control Phase 2 Step 1 and Phase 4 Step 2	4.00	\$4,640.00	\$	18,560.00	\$	4,640.00	\$	4,640.00	\$	-	\$	9,280.00	\$	9,280.00	\$	928.00
1	Initial Fee Move IN/OUT (\$1,500/\$1,500)	4.00	\$1,500.00	\$	6,000.00	\$	1,500.00	\$	-	\$	-	\$	1,500.00	\$	4,500.00	\$	150.00
1	Move IN/OUT for Each Phase	2.00	\$1,950.00	\$	3,900.00	\$	1,950.00	\$	-	\$	-	\$	1,950.00	\$	1,950.00	\$	195.00
2	Item #512 - Existing Private Storm Systems to be Reconnected from ROW to Proposed Public Storm Sewer (Includes Pipe, Fittings, & Furnishings, 8" PVC	100.00	\$85.00	\$	8,500.00	\$	8,500.00	\$	-	\$	-	\$	8,500.00	\$	-	\$	850.00
2	Item #302 Existing Storm Grate Inlet to be Removed	0.00	\$0.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
2	Item #303 Existing Storm Swr Removal	100.00	\$25.00	\$	2,500.00	\$	2,500.00	\$	-	\$	-	\$	2,500.00	\$	-	\$	250.00
2	Item # 305 Removal of Existing Trees (Sized: 15" - 25")	3.00	\$700.00	\$	2,100.00	\$	2,100.00	\$	-	\$	-	\$	2,100.00	\$	-	\$	210.00
2	Item #306 Removal of Existing Trees (Sized: 15" - 25")	1.00	\$1,100.00	\$	1,100.00	\$	1,100.00	\$	-	\$	-	\$	1,100.00	\$	-	\$	110.00
3	Item #49 Centerpoint Street Light Allowance - Street Light and Pole Assembly Increase in Cost	1.00	\$5,287.68	\$	5,287.68	\$	-	\$	5,287.68	\$	-	\$	5,287.68	\$	-	\$	528.77
4	Cedarspur TS and V	1.00	\$4,105.50	\$	4,105.50	\$	-	\$	4,105.50	\$	-	\$	4,105.50	\$	-	\$	410.55
Sub Total Change Orders																	
GRAND TOTAL																	

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	December 17, 2024
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Police Department Report

BACKGROUND:	Police Department - update on department activities over the previous month, to include: • Number of calls for service. • Number of traffic violations.
--------------------	---

ATTACHMENTS:	Calls by Type, Violations
---------------------	---------------------------

FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

11\01\2024
thru 11\30\2024
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	29
145	ACCIDENT - FSGI	1
22	ALARM	19
23	AMBULANCE CALL	16
24	ANIMAL CALL	9
43	ASSIST OUTSIDE AGENCY	1
135	BUSINESS CHECK	2,329
48	CITY CREW REPAIRS	2
53	DEBRIS IN ROADWAY	11
60	FIRE CALL	4
68	HOUSE CHECK	41
70	INFORMATION	33
71	INVESTIGATION	3
76	LOUD NOISE	2
159	MOTORIST ASSIST	10
81	OPEN DOOR	6
86	PUBLIC RELATIONS	117
92	SERVICE CALL	1
96	SOLICITOR	7
97	SPECIAL ASSIGNMENT	1
99	STALLED VEHICLE	25
103	SUSPICIOUS ACTIVITY	10
104	SUSPICIOUS PERSON	9
105	SUSPICIOUS VEHICLE	17
108	TRAFFIC CONTROL	1
11	TRAFFIC STOP	393
112	VEHICLE CHECK	5
163	VIOLATION OF CITY ORDINANCE	1
42	WARRANT SERVICE	1
117	WELFARE CONCERN	2
Total		3,107

Spring Valley Village, TX PD

Citation Violation Audit by Offense

Violation Count

November 1, 2024 - November 30, 2024

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

CHANGED LANE WHEN UNSAFE	2
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	3
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	102
DEFECTIVE HEAD LAMPS	44
DEFECTIVE HEAD LIGHTS	17
DEFECTIVE STOP LAMP(S)	30
DEFECTIVE STOP LIGHTS-TRAILER	2
DEFECTIVE TAIL LAMP(S)	16
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	5
DISPLAY/ EXPIRED REGISTRATION	156
DISREGARD LANE CONTROL SIGNAL/DEVICE	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	5
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	22
EXPIRED BUYER TAG	2
EXPIRED DEALER TAG	1
EXPIRED DRIVERS LICENSE	11
FAIL TO CONTROL SPEED	1
FAIL TO DISPLAY DRIVERS LICENSE	5
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	103
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	9
FAILED TO DIM HEADLIGHTS - MEETING	6
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	5
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	6
FAILED TO STOP AT MARKED RR CROSSING	1
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	1
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	1
FOLLOWING TOO CLOSELY	2
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	12

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

November 1, 2024 - November 30, 2024

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

ILLEGAL WINDOW TINT	2
NO DRIVERS LICENSE	72
NO FRONT LICENSE PLATE	19
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	2
OPERATE UNREGISTERED MOTOR VEHICLE	2
PARKED IN PROHIBITED AREA	12
RAN RED LIGHT	4
RAN STOP SIGN	36
SPEEDING >10% ABOVE POSTED LIMIT	81
SPEEDING IN SCHOOL ZONE	12
TURNED LEFT FROM WRONG LANE	1
UNAUTHORIZED USE OF DEALER TEMP TAG - (DEALER OR EMPLOYEE)	2
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	2
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1
VIOLATE DL RESTRICTION B	3
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	2
Grand Total	835



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	December 17, 2024
SUBMITTING STAFF:	Abbey Anderson, Assistant to the City Administrator
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 24-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:	City staff is seeking to renew the contract with Linebarger Goggan Blair & Sampson, LLP for legal services related to the collection of unpaid fines, fees, court costs, forfeited bonds, and restitution. Their services have proven to be reliable and essential for ensuring the collection of these fines and fees. Renewing this contract will allow the city to efficiently manage the collection process through a specialized team. This is a 5-year contract that will be effective December 17, 2024, and expire on December 17, 2029, unless extended. Linebarger Goggan Blair & Sampson, LLP operates on a contingency fee basis, pursuant to Texas Government Code 2254.1036. Under Article 103.0031, an additional collection fee of 30 percent is applied. This fee is incurred after a dependent fails to appear for their initial court hearing or any promise to return. Once a dependent misses a payment, they are given a show cause notice. If they fail to appear, the
--------------------	--

warrant process is initiated and in approximately thirty days their case is referred to Linebarger for collection. This arrangement allows the city to avoid upfront costs and acknowledges Linebarger as being fully qualified to perform all services.

Renewing the contract with Linebarger Goggan Blair & Sampson, LLP is important for the continued recovery of outstanding fines and fees that might otherwise go uncollected. Given their proven track record of reliable service, expertise, and payment structure, city staff believe that renewing this professional services contract is in the best interest of the city.

This resolution approves a contract with Linebarger Goggan Blair & Sampson, LLP.

ATTACHMENTS:	Resolution 24-XX Linebarger Court Collections, Exhibit "A", Notice of a Public Meeting
---------------------	---

FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff recommends approval of the Resolution authorizing entering into a contract with Linebarger Goggan Blair & Sampson for collection services.
------------------------	--

RESOLUTION NUMBER 24 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031; APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND LINEBARGER GOGGAN BLAIR & SAMPSON, LLP FOR COLLECTION FEE SERVICES, PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas, and Linebarger Goggan Blair & Sampson, LLP for collection fee services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP; and

WHEREAS, after exercising its due diligence, the City of Spring Valley Village finds that There is a substantial need for legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and

WHEREAS, these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Spring Valley Village at a reasonable cost; and

WHEREAS, these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the City of Spring Valley Village does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

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

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

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

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

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

SECTION 4. The meeting at which this Resolution was approved was, in all things, conducted in compliance with the Texas Open Meetings, Texas Government Code, Chapter 551, and shall become effective immediately upon its passage.

PASSED AND APPROVED this 17th day of December 2024.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF SPRING VALLEY VILLAGE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code

of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right

to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective December 17, 2024 and shall expire on December 17, 2029 unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT may be extended for two (2) additional one (1) year periods without the necessity of any further action by either party.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to

and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

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

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the ____ day of December, 2024.

City of Spring Valley Village

By: _____
Marcus Vajdos, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill, Partner
For the FIRM

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Spring Valley Village City Council will be held on the 17th of December, 2024 at 6:00 PM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Tx Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to the City of Spring Valley Village to be collected in the most effective manner. The City of Spring Valley Village desires that such unpaid fines, fees and court costs be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City of Spring Valley Village does not currently possess.

Linebarger Goggan Blair & Sampson, LLP will represent the City of Spring Valley Village with competence and professionalism, in the collection of unpaid fines, fees and court costs.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of Spring Valley Village due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Tx Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City of Spring Valley Village.

Entering into the proposed agreement is in the best interests of the residents of the City of Spring Valley Village because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	December 17, 2024
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of the City Council Meeting Dates for Calendar Year 2025.

BACKGROUND:	Each year, the City Council approves a meeting calendar for the upcoming year. According to the <i>Code of Ordinances, Article 1.700 Rule of Procedure for the Conduct of City Council Meetings, §1.701 – Regular Meetings</i>, Council meetings are to be held on a Tuesday. Our current practice is to hold City Council meetings on the 4th Tuesday of each month. A meeting may be called, canceled, or changed at any time, in accordance with city ordinances and the Texas Open Meetings Act. Occasionally, conflicts may arise that require a meeting to be rescheduled. The only conflicts in 2025 are the November meeting falling the same week as Thanksgiving, and the December meeting, which would be on December 23 under the typical schedule. The proposed Council Meeting schedule for the rest of the year is as follows (all dates fall on a Tuesday): • January 28 • February 25 • March 25 • April 22 • May 27 – Tuesday after Memorial Day Holiday • June 24 • July – no meeting is proposed for July. One may be added if the need arises. • August 5 – Special Meeting – Tax Rate Proposal • August 25 • September 23 – Budget and Tax Rate Adoption • October 28
--------------------	---

- November 18 – 3rd Tuesday of the month
- December 16 – 3rd Tuesday of the month

ATTACHMENTS: 2025 City Council Meeting Dates

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
---------------------	-------------	---	-------------	--------------------	------------------------

RECOMMENDATION: Staff recommends approval of the proposed City Council meeting schedule for 2025.



2025 CITY COUNCIL MEETING DATES

January 28	Regular Council Meeting – 6:00 pm
February 25	Regular Council Meeting – 6:00 pm
March 25	Regular Council Meeting – 6:00 pm
April 22	Regular Council Meeting – 6:00 pm
May 27	Annual Capital Projects Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
June 24	FY 2026 Budget Policy Assumption Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
July 22	No Meeting Scheduled
August 5	Special Council Meeting To Propose A Tax Rate For FY 2026. [Possible Budget/CIP Workshop, if needed] (NOTE: The Special Meeting will begin at 6:00 pm)
August 26	FY 2026 Budget Workshop – 5:00 pm Regular Council Meeting – 6:00 pm
September 23	Regular Council Meeting – 6:00 pm ***ATTENDANCE IS IMPERATIVE*** related to the adoption of budget and tax rate
October 28	Regular Council Meeting – 6:00 pm
November 18	Regular Council Meeting – 6:00 pm
December 16	Regular Council Meeting – 6:00 pm



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	December 17, 2024
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 24-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT RELEASE DOCUMENTS WITH KROGER AS ADDITIONAL SETTLING PARTIES WITHIN THE NATIONAL OPIOID SETTLEMENT PARTICIPATION PREVIOUSLY AUTHORIZED BY THE CITY.

BACKGROUND:	The City of Spring Valley Village opted into the participation of a National Opioid Settlement. Since that opt-in, additional companies (Allergan, CVS, Walgreens, Kroger and Walmart) have settled. With the inclusion of these additional companies, money is available to those localities that opt-in to the additional settlements. The following resolution authorizes the acceptance of Kroger's portion of the settlement to be filed with the National Opioid Settlement. Spring Valley Village will receive \$1,235.48 These funds will be deposited in the General fund 10-01-5903 - Other Income Opioid. The City has received distributions twice before: • FY2023 - \$5,149.56 • FY2024 - \$1,001.81
--------------------	--

ATTACHMENTS:	RES 24-XX - Kroger Opioid Settlement, Exhibit A -- Kroger Subdivision Participation Form 10.30.24
---------------------	---

FUNDING:Amount
Available

Account No.

Additional
Appropriation
Required

Project No.

Amount
BudgetedAccount
Description**RECOMMENDATION:** Staff recommends approval of the Resolution.

CITY OF SPRING VALLEY VILLAGE
HARRIS, TEXAS

RESOLUTION NUMBER 24-XX

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

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

WHEREAS, the City duly authorized the execution of release forms with Allergan, CVS, Walgreens, and Walmart, in their entirety; and

WHEREAS, Kroger has now joined the proposed opioid settlement; and

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

WHEREAS, the City desires to execute the settlement release forms with Kroger [**Exhibit A**], in its entirety; and

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

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

Section 2. The Mayor is authorized to execute the settlement release documents attached as Exhibit A.

PASSED AND APPROVED on the 17th day of December, 2024.

FOR THE CITY

MARCUS VAJDOS, MAYOR

Attest:

JASMIN TORRES, CITY SECRETARY

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____