

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, January 28, 2025, 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. 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/87962750468>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 896 6535 1089 and #.

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

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

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

2. PLEDGE OF ALLEGIANCE

2.1 American Flag

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

3. INTRODUCTIONS

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 Police Department Merit Award Presentation

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 REGARDING:** Approval of Minutes for Regular Meeting of the City Council on December 17, 2024.
- 6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Acceptance of the 2024 Racial Profiling Report presented by the Spring Valley Village Police Department
- 6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A request to approve a proposal from Granicus for the SmartGov Software System for a three year term.
- 6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of contract for audit services with BROOKSWATSON & CO., PLLC
- 6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 9 Brighton Place Pavement & Utility Improvement Project
- 6.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 9, Cedarspur & Burkhart Pavement & Utility Improvement Project
- 6.7 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 25-XX - A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of change order No. 4 to the agreement by and between the City of Spring Valley Village, Texas and On Par Civil Services for the Cedarspur (W of Bingle) & Burkhart (E. of Bingle) Pavement and Utility Improvement Project; 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.
- 6.8 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 25-XX - A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of change order No. 2 to the agreement by and between the City of Spring Valley Village, Texas and Conrad

Construction, Ltd. for the Brighton Place Pavement and Utility Improvement Project; 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.

- 6.9 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The appointment of David Dixon to the Board of Directors of the Spring Valley Legacy Fund, Inc., for a term to expire May 7, 2026.

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
- 7.4 Quarterly Investment Report

8. NEW BUSINESS

- 8.1 **CONDUCT A PUBLIC HEARING CONCERNING:** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REPLACEMENT OF ONE BUILDING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE.

- 1. Presentation of Proposed Amendments
- 2. Those In Favor
- 3. Those Opposed
- 4. Adjourn Public Hearing

- 8.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING: ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REPLACEMENT OF ONE BUILDING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE.

8.3 CONDUCT A PUBLIC HEARING CONCERNING ORDINANCES RELATED TO CHAPTER 12 ZONING:

a. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

b. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

c. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY CHANGING THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; REMOVING SECTION 5:02.03.09.03.05 OF SECTION 05:02.03, SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT "A"; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH

DAY CONSTITUTING A NEW VIOLATION.

1. Presentation of Proposed Amendments
2. Those In Favor
3. Those Opposed
4. Adjourn Public Hearing

8.4 CONSIDERATION AND POSSIBLE ACTION CONCERNING ORDINANCES RELATING TO CHAPTER 12 ZONING:

a. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

b. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

c. **ORDINANCE NO. 2025-XX** AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY CHANGING THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING

SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; REMOVING SECTION 5:02.03.09.03.05 OF SECTION 05:02.03, SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT “A”; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

8.5 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2025-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 5, 2025; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

8.6 CONSIDERATION AND POSSIBLE ACTION CONCERNING: A request from the Village Fire Department to approve Budget Amendment 2025-01 allowing for purchase of a 2025 Village Fire Department Aerial Ladder Truck

9. 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:

9.1 Section 551.074 – Personnel Matters to deliberate the duties of the City Administrator.

10. ADJOURNMENT

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

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

I certify that a copy of the January 28, 2025 agenda of items to be considered by City Council was posted on or before the 25th day of January, 2025 at 6:00 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](#) for further information.

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, DECEMBER 17, 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 6:03 p.m.

Members Present:

Mayor Marcus Vajdos
Mayor Pro Tem Allen Carpenter
Council Member David Dominy
Council Member John Lisenby
Council Member Joy McCormack

Members Absent:

Council Member Steve Bass

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
Loren Smith, City Attorney
Jasmin Torres, City Secretary
Abbey Anderson, Assistant to City Administrator
Brent Walker, City Treasurer
Susan Thornhill, Assistant City Treasurer
Kristina Watson, Public Works Director
Miguel Ramirez, Public Works Superintendent
Jose Carreon, Public Works Heavy Equipment Operator
Mark Schulze, Chief of Police
David Dixon, Police Commissioner

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

- 4.1 Honoring City Employee
 - Jose Carreon

Mayor Marcus Vajdos presented Mr. Carreon with a plaque of appreciation for his combined 47 (forty-seven) years of service in the Public Works Department

for the City. Public Works Director Kristina Watson thanked Mr. Carreon and his family for his years of service and dedication to the City.

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 **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 Cedarspur/Burkhart project.

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

7. **DEPARTMENT REPORTS**

7.1 Public Works Update

1. Cedarspur (West of Bingle) & Burkhart (East of Bingle) Project

Public Works Director Kristina Watson informed the Council the contractor, On Par is a little over halfway finished with the pavement and driveway installations on the south side of Burkhart Road. The placement of the new sanity sewer line on Burkhart is nearing completion. Ms. Watson anticipates the substantial completion walk-through to occur around the second week of January.

2. Brighton Place Project

Public Works Director Watson briefed the Council stating that the inline detention boxes will be placed tomorrow. This work for the project is expected to last until the beginning to mid-February. Conrad Construction has started pouring concrete on the north side of Burkhart Circle and they plan to complete the south side next month.

The waterline contractor will also be back in January to complete the water main and service line connections on Winningham from Pech to Bingle.

7.2 Police Department Update

1. Number of calls for service – 3,107
2. Number of traffic violations – 835
3. Chief Schulze informed the Council that all officers have completed the mandated alert training.

7.3 Village Fire Department Report and updates from the City's representative to the Village Fire Department Board of Commissioners

Chief Miller presented the Village Fire Department updates for November 2024 to include updates on staffing, equipment, major calls, and ongoing projects.

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.

Mayor Vajdos read the Resolution by caption only. Council Member Lisenby motioned to approve Resolution 24-18, and Council Member Dominy seconded the motion approving the legal services necessary to collect unpaid fines, fees, court costs, forfeited bonds, and restitution by Linebarger, Goggas Blair & Sampson, LLP. Motion carried 4-0.

8.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of the City Council Meeting Dates for Calendar Year 2025.

Council Member Lisenby motioned to approve the presented City Council Meeting dates for Calendar Year 2025, and Council Member Dominy seconded the motion. Motion carried 4-0.

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.

Mayor Vajdos read the Resolution by caption only. Council Member Dominy motioned to

approve Resolution 24-19, and Council Member McCormack seconded the motion approving the participation previously approved by the City in the National Opioid Settlement. Motion carried 4-0.

9. **ADJOURNMENT**

Council Member Carpenter motioned to adjourn the meeting at 6:35 p.m., and Council Member Lisenby 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:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Acceptance of the 2024 Racial Profiling Report presented by the Spring Valley Village Police Department

BACKGROUND:	Texas Occupations Code 1701.164 specifies that the Texas Commission on Law Enforcement (TCOLE) collect incident date in accordance to state requirements. Law enforcement agencies are required to submit their data to their governing body as well as TCOLE. Attached is the required report as prepared by the Spring Valley Village Police Department. The totals reported are comparable to previous years.
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ATTACHMENTS:	2025 Racial Profiling Letter SV, 2024 Racial Profiling Report, 2024 TCOLE Minimum Agency Standards Form
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff recommends acceptance of the 2024 Racial Profiling Report.
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City of Spring Valley Village
Police Department

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

Date: January 3, 2025

To: City Secretary Jasmin Torres

From: Chief M. Schulze

Reference: 2024 Racial Profiling Report

As required by Article 2.132 – 2.138 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Spring Valley Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2024.

The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report. This year we also submitted the Law Enforcement Agency Minimum Standards Form in compliance with Texas Administrative Code 211.16. Both forms have been electronically filed with the Texas Commission on Law Enforcement.

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

01.Total Traffic Stops			
			7,721
			7,721
02. Location of Stop			
CITY STREET	98.85%		7,632
PRIVATE PROPERTY OR OTHER	1.06%		82
US HIGHWAY	0.09%		7
Total	100.00%		7,721
03. Was Race Known Prior to Stop?			
N	99.83%		7,708
Y	0.17%		13
Total	100.00%		7,721
04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN	2.01%		155
ASIAN/PACIFIC ISLANDER	6.37%		492
BLACK	16.77%		1,295
HISPANIC/LATINO	41.59%		3,211
WHITE	33.26%		2,568
Total	100.00%		7,721
05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	1.42%	41
	ASIAN/PACIFIC ISLANDER	6.39%	184
	BLACK	19.92%	574
	HISPANIC/LATINO	36.27%	1,045
	WHITE	35.99%	1,037

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

05. Gender			
		100.00%	2,881
MALE	ALASKA NATIVE/AMERICAN INDIAN	2.36%	114
	ASIAN/PACIFIC ISLANDER	6.36%	308
	BLACK	14.90%	721
	HISPANIC/LATINO	44.75%	2,166
	WHITE	31.63%	1,531
		100.00%	4,840
Total			7,721
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.96%	60
	ASIAN/PACIFIC ISLANDER	7.18%	220
	BLACK	16.05%	492
	HISPANIC/LATINO	27.05%	829
	WHITE	47.77%	1,464
		100.00%	3,065
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	100.00%	1
		100.00%	1
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.94%	88
	ASIAN/PACIFIC ISLANDER	5.94%	270
	BLACK	17.29%	786
	HISPANIC/LATINO	51.14%	2,325
	WHITE	23.69%	1,077
		100.00%	4,546
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	6.42%	7

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

06. Reason for Stop?			
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	1.83%	2
	BLACK	15.60%	17
	HISPANIC/LATINO	51.38%	56
	WHITE	24.77%	27
		100.00%	109
Total			7,721
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	2.01%	155
	ASIAN/PACIFIC ISLANDER	6.40%	492
	BLACK	16.77%	1,290
	HISPANIC/LATINO	41.54%	3,196
	WHITE	33.28%	2,560
		100.00%	7,693
Y	BLACK	17.86%	5
	HISPANIC/LATINO	53.57%	15
	WHITE	28.57%	8
		100.00%	28
Total			7,721
08. Reason for Search?			
CONSENT	HISPANIC/LATINO	100.00%	6
		100.00%	6
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	100.00%	1
		100.00%	1
INCIDENT TO ARREST	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

08. Reason for Search?			
		100.00%	2
INVENTORY	HISPANIC/LATINO	100.00%	1
		100.00%	1
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	2.01%	155
	ASIAN/PACIFIC ISLANDER	6.40%	492
	BLACK	16.77%	1,290
	HISPANIC/LATINO	41.54%	3,196
	WHITE	33.28%	2,560
		100.00%	7,693
PROBABLE CAUSE	BLACK	27.78%	5
	HISPANIC/LATINO	33.33%	6
	WHITE	38.89%	7
		100.00%	18
Total			7,721
09. Was Contraband Discovered?			
N	HISPANIC/LATINO	71.43%	5
	WHITE	28.57%	2
		100.00%	7
Y	BLACK	23.81%	5
	HISPANIC/LATINO	47.62%	10
	WHITE	28.57%	6
		100.00%	21
Total			28

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

10. Description of Contraband			
ALCOHOL	BLACK	20.00%	1
	HISPANIC/LATINO	80.00%	4
		100.00%	5
CURRENCY	WHITE	100.00%	1
		100.00%	1
DRUGS	BLACK	18.75%	3
	HISPANIC/LATINO	50.00%	8
	WHITE	31.25%	5
		100.00%	16
OTHER	HISPANIC/LATINO	100.00%	1
		100.00%	1
WEAPONS	BLACK	25.00%	1
	HISPANIC/LATINO	50.00%	2
	WHITE	25.00%	1
		100.00%	4
Total			27
11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	1.76%	69
	ASIAN/PACIFIC ISLANDER	4.75%	186
	BLACK	16.82%	659
	HISPANIC/LATINO	48.90%	1,916
	WHITE	27.77%	1,088
		100.00%	3,918
CITATION AND ARREST	BLACK	66.67%	2
	HISPANIC/LATINO	33.33%	1
		100.00%	3
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	2.27%	86

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

11. Result of the Stop			
WRITTEN WARNING	ASIAN/PACIFIC ISLANDER	8.07%	306
	BLACK	16.70%	633
	HISPANIC/LATINO	33.98%	1,288
	WHITE	38.99%	1,478
		100.00%	3,791
WRITTEN WARNING AND ARREST	BLACK	11.11%	1
	HISPANIC/LATINO	66.67%	6
	WHITE	22.22%	2
		100.00%	9
Total			7,721
12. Arrest Based On			
OUTSTANDING WARRANT	BLACK	50.00%	2
	HISPANIC/LATINO	25.00%	1
	WHITE	25.00%	1
		100.00%	4
VIOLATION OF PENAL CODE	HISPANIC/LATINO	83.33%	5
	WHITE	16.67%	1
		100.00%	6
VIOLATION OF TRAFFIC LAW	BLACK	50.00%	1
	HISPANIC/LATINO	50.00%	1
		100.00%	2
Total			12
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	2.01%	155
	ASIAN/PACIFIC ISLANDER	6.37%	492

Spring Valley Village, TX PD

Jan 1, 2024 - Dec 31, 2024

Texas TCOLE SB1187 Racial Profiling Report (2024)

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

13. Was Physical Force Used?			
N	BLACK	16.77%	1,295
	HISPANIC/LATINO	41.59%	3,211
	WHITE	33.26%	2,568
		100.00%	7,721
Total			7,721
Was Arrest Due to Contraband Found?			
N	BLACK	42.86%	3
	HISPANIC/LATINO	42.86%	3
	WHITE	14.29%	1
		100.00%	7
Y	HISPANIC/LATINO	80.00%	4
	WHITE	20.00%	1
		100.00%	5
Total			12

LEA Minimum Standards Form
SPRING VALLEY POLICE DEPARTMENT
2024

Texas Occupations Code §1701.163 required TCOLE, with the input from an advisory committee, to establish rules for the continued operation of a law enforcement agency (LEA). Each LEA must complete an online report annually. This year's report requires that you review **TAC §211.16** and acknowledge the agency standards that will take effect September 1, 2025.

LEAs must meet the requirements outlined in **TAC §211.16**:

- Provide a public benefit to the community
- Have sustainable funding sources that meet or exceed the continued operating expenses outlined in a line-item budget for the agency
- Have physical resources as outlined in subsection (a)(3)
- Have physical facilities as defined in subsection (a)(4)
- Have policies as outlined in subsection (a)(5)
- Have an established administrative structure as defined in subsection (a)(6)
- Have liability insurance for the agency and any vehicles used for agency purposes
- Have a defined process by which the agency will receive by mail, online, and by phone and document compliments and complaints on its employees

TCOLE records indicate your agency Chief Administrator is: MARK L. SCHULZE Is this correct? Yes

LEA compliance status

- ☒ **Implemented** – Agency meets all aspects defined in **TAC §211.16**
- ☐ **In Progress** – Agency is in process of implementation and expects to meet all requirements of **TAC §211.16** by September 1, 2025
- ☐ **Additional Support Needed** – Agency will need aid in meeting all aspects as defined of **TAC §211.16** by September 1, 2025

Attestation

*I certify that this law enforcement agency has reviewed and acknowledges the approaching requirements for continued operation of law enforcement agency as defined in **TAC §211.16**.*

Chief Administrator/Designee Mark Schulze

Date January 3, 2025

Submitted electronically to the



The Texas Commission on Law Enforcement



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: A request to approve a proposal from Granicus for the SmartGov Software System for a three year term.

BACKGROUND:	Currently, the City utilizes Granicus' software program Smart Gov for all permitting and inspection and code compliance activity. The program meets the our needs and assists us in the online application and review of permits, inspection requests, and documenting code cases. The original contract was in effect from September 2021 through September 2024. On September 30, 2024, Granicus submitted a request to continue to provide online permitting service by renewing the current contract that will cover periods of performance for October 01, 2024 - September 30, 2025, October 01, 2025 - September 30, 2026, and October 01, 2026, and ending on September 30, 2027. Staff worked with Granicus to seek reductions in the cost from the original renewal proposal. Annual Subscription Price: October 01, 2024 - September 30, 2025: \$9,950.66 October 01, 2025 - September 30, 2026: \$10,252.89 October 01, 2026 - September 30, 2027: \$10,765.56 The combined total for services provided for the life of this agreement is \$30,969.11
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ATTACHMENTS:	SVV - Granicus SmartGov Quote
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Staff recommends approval of contract renewal ending on September 30, 2027.
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Granicus Proposal for Spring Valley Village, TX

ORDER DETAILS

Prepared By: Jessica Aldred
Phone:
Email: jessica.aldred@granicus.com
Order #: Q-382920
Prepared On: 18 Dec 2024
Expires On: 30 Sep 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Sep 2024
Initial Order Term End Date: 30 Sep 2027
Period of Performance: 01 Oct 2024 - 30 Sep 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector Financial	Annual	1 Each	\$1,126.69
SmartGov Connector Merchant	Annual	1 Each	\$1,126.69
SmartGov - Enterprise	Annual	1 Each	\$7,511.29
SUBTOTAL:			\$9,764.67

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2025 - 30 Sep 2026	01 Oct 2026 - 30 Sep 2027
SmartGov Connector Financial	\$1,183.02	\$1,242.18
SmartGov Connector Merchant	\$1,183.02	\$1,242.18
SmartGov - Enterprise	\$7,886.85	\$8,281.20
SUBTOTAL:	\$10,252.89	\$10,765.56

PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov Connector Merchant	Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider.
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-382920 dated 18 Dec 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Spring Valley Village, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-382920 dated 18 Dec 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Spring Valley Village, TX	
Signature:	
Name:	
Title:	
Date:	



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Brent Walker, Treasurer
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of contract for audit services with BROOKSWATSON & CO., PLLC

BACKGROUND:	In October 2024, the city solicited requests for proposals (RFP's) for Auditing Services. Belt Harris Pechack, LLLP (BHP), has performed audit services for Spring Valley Village for approximately eighteen years. While we appreciate the diligent work that BHP (now Crowe) has performed for the city, it is important to occasionally rotate auditors to introduce a fresh perspective to the process. An annual audit is a useful tool to ensure that our internal controls are functioning as designed and that our financial statements are materially correct. One response to our request was received: Brookswatson & CO., PLLC. While we would have preferred a larger pool to select from, we are confident that Brookswatson will meet and exceed our expectations. Staff performed due diligence in the review of their submittal and spoke with multiple municipal references regarding their services. All references were positive. The cost proposal is listed by year: • 2025 - \$29,750 • 2026 - \$30,940 • 2027 - \$32,178 BHP is currently working with staff in preparation of the FY 2024 audit. Brookswatson will begin their work in FY2025.
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ATTACHMENTS:	Letter of Transmittal, Spring Valley Village Audit Engagement
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Letter FY25-FY27 - PDF

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
\$34,000	10-11-5502, 20-10-5502	0		\$34,000	Professional Fees

RECOMMENDATION:

Staff recommends approval of the contract with Brookswatson & CO for three years, starting with the fiscal year ending September 30, 2025, with the option to extend

Letter of Transmittal

City of Spring Valley Village, Texas
1025 Campbell Rd.
Houston, TX 77055

Dear City of Spring Valley Village,

On behalf of BrooksWatson & Co., PLLC, we are pleased to have the opportunity to submit the following proposal and provide professional auditing services to the City. As you will find, we strive to exceed our clients' expectations at every opportunity and have prepared the following proposal to outline our experience and services to be provided.. If selected to be the City's independent auditor for the years noted, we will perform the work stated in the following proposal with those services conforming in all aspects to the requirements stated therein.

BrooksWatson & Co., PLLC was created with the belief that audit services can be provided in a more efficient and cost effective manner by limiting the firm's staff to include only experienced professionals while leveraging the most recent technology. Our partners have extensive experience auditing governments of all sizes with a particular focus on cities similar to the City of Spring Valley Village, Texas.

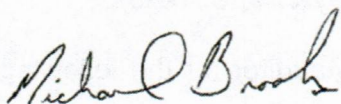
We believe that we are the right choice to be the City's auditor for the following reasons;

- **Timeline** – Our firm focuses solely on performing audits and is not burdened with a tax season, which can often cause delays in the issuance of audit reports. Once we establish a timeframe for your audit, report delivery, and presentation, we honor our commitment. Our firm believes in working the hours necessary to serve our clients and meet the audit schedule as further detailed in this proposal.

- **Experience** - The partners of BrooksWatson & Co., PLLC have performed over 500 audit engagements of approximately 150 different governmental entities, including 75 different cities. We understand the challenges governmental entities face and developed our audit approach around these challenges. Our clientele includes approximately 65 cities.
- **Quality** - When you engage BrooksWatson & Co., PLLC, you know that experienced professionals are performing every step of the engagement and that you will have easy access to a decision maker within the firm at all times. No interns or recent college graduates will be performing your audit.
- **Customer Service** - Our customer service based audit approach has allowed us to form long lasting relationships with our clients that often extend well beyond the term of our initial engagement. Unlike other firms, we pride ourselves on the ability to provide a personal and unique audit experience unmatched by our peers. The City will have direct access to our highest level of expertise throughout the term of the relationship; before, during, and after the audit is complete.

This proposal is a firm and irrevocable offer ending 90 days subsequent to the date specified for opening the proposals. If you have any questions regarding this proposal, please contact Louis Breedlove at LBreedlove@BrooksWatsonCPA.com

Sincerely,



Mike Brooks, CPA
Audit Partner
BrooksWatson & Co., PLLC
14950 Heathrow Forest Parkway, Ste 530
Houston, TX 77032 | (281) 907-8788

BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

January 23, 2025

City of Spring Valley Village, Texas
1025 Campbell Rd.
Houston, Texas 77055

Dear Mayor and Council:

The following represents our understanding of the services we will provide the City of Spring Valley Village, Texas. You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the Spring Valley Village, as of September 30, 2025-2027, and for the years then ended and the related notes to the financial statements, which collectively comprise the Spring Valley Village's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America.

This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subject to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about

the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Spring Valley Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, such as the preparation of financial statements, the Spring Valley Village's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of the Spring Valley Village's basic financial statements. Our report will be addressed to the governing body of the City of Spring Valley Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests	TBD by City	Prior to Sep 30
Mail confirmations	Oct 1 st	Oct 1 st
Completion of audit fieldwork and proposed adjusting entries to City	Jan 1 st	Feb 15 th
Audit opinion, ACFR draft to City	n/a	By Feb 28 th
Final ACFR, GFOA Certificate comments And management letters to City	n/a	March

Mike, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audit are all inclusive as follows:

Fiscal Year	Financial Statement Audit
2025	\$29,750
2026	\$30,940
2027	\$32,178

This agreement will automatically renew for each year until 2027 unless written notice of non-renewal is provided by either party by May 31 of the fiscal year to be audited. Should this agreement be non-renewed by either party, the City shall not be obligated to make any payments for work not yet completed. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

The invoice shall be rendered monthly based upon actual hours billed during the invoice period. We will work with you to identify any federal awards that might meet the criteria for an (OMB) Uniform Guidance audit. In the instance the City requires a single audit, we will charge a flat rate of \$5,500 for the single audit procedures including the audit of one major program and \$2,500 for each additional major program audit required. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analysis of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our fee estimate above is based upon anticipated cooperation from you and your personnel in furnishing us with requested information and documents and preparing confirmations and requested schedules, all of which will be detailed in a document request list that we will provide and review with you. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it will substantially increase the work we have to do to complete

the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. All audit schedules must be complete before we begin fieldwork.

Additional terms and conditions with respect to the audit engagement are as follows:

- a. The books are maintained in accordance with generally accepted accounting principles, using the modified accrual basis of accounting.
- b. All questionnaires and schedules need to be prepared two weeks before the start date of preliminary fieldwork.
- c. All bank accounts have been reconciled.
- d. The accounts receivable aging is completed and reconciled to the general ledger as of fiscal year end and reflects only the specific uncollected invoices.
- e. The fixed asset and depreciation subsidiary ledgers are completed and reconciled to the general ledger as of fiscal year end.
- f. The accounts payable aging is completed and reconciled to general ledger as of fiscal year end.
- g. Beginning net position/fund balance agrees to the prior year report.

These are the minimum items we must have at least one week prior to the beginning of the audit. Should this not be the case, we will request that your personnel complete all schedules and bring the necessary accounts into such order. Alternatively, at your request, we can provide the personnel to perform such tasks; however, since these tasks are beyond the scope of our audit, we will bill you for such additional work at our standard hourly rates, which range from \$95 to \$350.

Other Matters

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing and returning the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



BrooksWatson & Co., PLLC
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

The City of Spring Valley Village

Acknowledged and agreed on behalf of Spring Valley Village by:

Management

Name: _____

Title: _____

Date: _____

Council Representative

Name: _____

Title: _____

Date: _____



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Pay Estimate No. 9 Brighton Place Pavement & Utility Improvement Project

BACKGROUND:	This is the 9th pay estimate to be submitted by Conrad Construction, Ltd., for the Brighton Place Pavement and Utility Improvement Project (2023-12-105) for work completed December 1 through December 31, 2024, in the amount of \$280,644.29. Pay application No 9 brings the Brighton Place project at 44% paid of the total contract amount of \$6,321,311.50.
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ATTACHMENTS:	Pay App 9
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Both CobbFendley and City Staff have reviewed Pay Application No. 9 and recommend approval.
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January 10, 2025

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

Re: Brighton Place Reconstruction
Payment Application #9
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #9 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 \$280,644.29.

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

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



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: #9

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365 days
Substantial Completion Date	8/17/2025	Current Approved Extensions	72 days
Final Completion Date	8/17/2025	Previous Approved Extensions	38 days
		Total Contract Time	475 days
		Spent Days	246 days
		Days Remaining	229 days
		Rain Days To Date	0 days
		Percent of Contract Time Completed	52%

PAY PERIOD: **From:** 12/1/2024
 To: 12/31/2024

CHANGE ORDERS

NO.	Date:	Amount:	Days:
0	1/10/2025	Rain Days to Date	34.0
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:	\$	2,754,958.83
Percent of Work Installed		44%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	275,495.88
Total Earned Less Retainage:	\$	2,479,462.95
Less Previous Certificates of Payment:	\$	2,198,818.66
Current Payment Due:		\$ 280,644.29

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 <u>[Signature]</u> Signature Conrad Construction Co., LTD	Date: <u>1/10/25</u>
Approved By:	<u>Jennifer Steen</u> Print Name <u>[Signature]</u> Signature Cobb, Fendley & Associates, Inc.	Date: <u>1/10/2025</u>
Accepted By:	<u>Kristina Watson</u> Print Name Signature City of Spring Valley Village	Date: _____

PAY ESTIMATE: #9											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #8 QUANTITY INSTALLED		Pay Estimate #9 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	8.00	\$ 30,000.00	66.67%
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	0.06	6,300.00	0.63	\$ 66,150.00	63.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		0.00	1.00	4,500.00	1.00	\$ 4,500.00	100.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		0.00	1.00	1.00	1.00	\$ 1.00	100.00%
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	0.06	6,600.00	0.78	\$ 85,800.00	78.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.10	5,000.00	0.08	4,000.00	0.63	\$ 31,500.00	63.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		0.00	2.00	2,100.00	3.00	\$ 3,150.00	300.00%
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	1.00	2,100.00		0.00	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	0.06	510.00	0.66	\$ 5,610.00	66.00%

PAY ESTIMATE: #9											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #8 QUANTITY INSTALLED		Pay Estimate #9 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		0.00	16.00	1,600.00	66.00	\$ 6,600.00	55.46%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75	2,050.00	13,837.50	1,500.00	10,125.00	3,550.00	\$ 23,962.50	37.61%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00	1.00	7,000.00		0.00	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	2,236.00	3,354.00	1,562.00	2,343.00	3,798.00	\$ 5,697.00	40.23%
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		0.00	16.00	1,600.00	70.00	\$ 7,000.00	58.82%
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	14.00	7,700.00	57.00	\$ 31,350.00	162.86%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00	53.00	795.00	192.00	2,880.00	427.00	\$ 6,405.00	16.50%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 900.00	2.00	1,800.00	2.00	1,800.00	10.00	\$ 9,000.00	47.62%
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	0.06	1,200.00	0.48	\$ 9,600.00	48.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00	16.00	16.00	171.00	171.00	868.00	\$ 868.00	20.96%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50	172.03	1,118.20	2,170.18	14,106.17	10,869.86	\$ 70,654.09	48.84%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00	30.00	30.00	80.00	80.00	1,681.00	\$ 1,681.00	36.15%

PAY ESTIMATE: #9											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #8 QUANTITY INSTALLED		Pay Estimate #9 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	922.42	11,530.25	620.00	7,750.00	9,072.28	\$ 113,403.50	42.52%
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		0.00		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	24.00	36,000.00		0.00	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	28.00	70,000.00		0.00	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	2,500.00	2,500.00		0.00	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		0.00		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		0.00		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	1.00	50,000.00	1.00	\$ 50,000.00	100.00%
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	6.00	3,900.00	5.00	3,250.00	77.00	\$ 50,050.00	63.11%
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	69.00	8,970.00	750.00	\$ 97,500.00	42.37%

PAY ESTIMATE: #9											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #8 QUANTITY INSTALLED		Pay Estimate #9 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	16.00	3,200.00	84.00	16,800.00	100.00	\$ 20,000.00	26.46%
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	18.00	24,300.00	18.00	\$ 24,300.00	2.17%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00		0.00	3.00	15,000.00	12.00	\$ 60,000.00	63.16%
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	0.50	2,500.00	0.25	1,250.00	1.00	\$ 5,000.00	100.00%
57	Purchase and Installation of 6-Inch Concrete Pavement and Driveways, Complete in Place	SY	21,365	\$ 68.50	762.62	52,239.47	563.99	38,633.32	9,179.27	\$ 628,780.00	42.96%
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	450.00	2,025.00		0.00	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	374.62	3,558.89	239.00	2,270.50	1,371.92	\$ 13,033.24	34.72%
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: #9											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #8 QUANTITY INSTALLED		Pay Estimate #9 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	1.00	72,237.00	1.00	\$ 72,237.00	100.00%
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%

Total 245,734.31 Total 311,826.99
 24,573.43 Retainer 10% 31,182.70
Original Contract Amount: \$ 6,250,674.50 **Total 221,160.87** **Total 280,644.29**
 Number of requested Rain Days: 4 2.5

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Pay Estimate No. 9, Cedarspur & Burkhart Pavement & Utility Improvement Project

BACKGROUND:	This is the 9th pay estimate to be submitted by On Par Civil Services, LLC., for the Cedarspur (West of Bingle) & Burkhart (East of Bingle) Pavement and Utility Improvement Project (2023-09-103) for work completed, December 1 through December 31, 2024, in the amount of \$375,703.72. Pay application No 9 brings the Cedarspur (West of Bingle) and Burkhart (East of Bingle) Pavement and Utility Improvement Project to 76% paid of the total contract amount of \$3,090,735.45
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ATTACHMENTS:	Pay Application #9 - SIGNED
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Both Gessner Engineering and City Staff have reviewed Pay Application No. 9 and recommend approval of the request.
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Cover Letter: Payment Application #8



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 #9** for work through **Dec 01, 2024 to Dec 31, 2024**, in the amount of **\$375,703.72**. After review of work complete to date and material stored on-site, Gessner Engineering recommends the payment of **\$375,703.72** to On Par Civil Services, LLC.

1. Original Contract Amount:	\$2,978,252.8
2. Change Orders:	\$112,482.65
3. Total Current Contract Amount:	\$3,090,735.45
4. Total Value of Work Completed to Date:	\$2,353,924.86
5. Total Materials Stored to Date:	\$0.00
6. Total Completed & Stored to Date:	\$2,353,924.86
7. Retainage (10%):	\$235,392.49
8. Total Completed, Less Retainage:	\$2,118,532.37
9. Total Amount of Prior Payments:	\$1,742,828.65
10. Current Due Amount:	<u>\$375,703.72</u>
11. Total Balance Remaining:	\$972,203.08
12. Notice to Proceed Date:	March 6, 2024
13. Project Estimated Completion Date:	February 28, 2025

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
Cedarspur Dr and Burkhart Rd

APPLICATION NO: 9 REV 3

Distribution to:

Owner: City of Spring Valley Village

APPLICATION DATE: 12/31/24

☒ OWNER
☒ ARCHITECT
☒ ENGINEER
☒ CONTRACTORFROM CONTRACTOR: On Par Civil Services, LLC
1220 Blalock Road Suite 300
Hou, Tx 77055ARCHITECT:
Engineer: Gessner EngineeringPERIOD FROM: 12/1/24
PERIOD TO: 12/31/24
PROJECT NO: 20-0109-01

CONTRACT DATE: March 6, 2024

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	\$	112,482.65
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	3,090,735.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,353,924.86
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	235,392.49
b. 0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	235,392.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,118,532.37
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	1,742,828.65
8. CURRENT PAYMENT DUE	\$	375,703.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	972,203.08

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: 12/31/24

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$67,053.18	\$0.00
Total approved this Month	\$45,429.47	\$0.00
TOTALS	\$112,482.65	\$0.00
NET CHANGES by Change Order		\$112,482.65

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: 9 REV 3

Application Date: 12/31/24

Period To: 12/31/24

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	\$ 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	\$ 1,500.00	\$ -	\$ 6,000.00	\$ -	\$ -
103	Tree Protection, Complete in Place	1.00	\$7,500.00	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00	\$ -	\$ 7,500.00	\$ -	\$ -
104	Furnish Construction Materials Testing, in Accordance with the plans and Specifications	1.00	\$16,000.00	\$ 16,000.00	\$ 11,000.00	\$ 5,000.00	\$ -	\$ 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	\$ 41,250.00	\$ -	\$ -	\$ 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	\$ 5,000.00	\$ -	\$ 50,000.00	\$ -	\$ -
	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	\$ 3,500.00	\$ -	\$ 24,000.00	\$ -	\$ -
303	Existing RCP Storm Sewer to be Removed (18" - 24")	2,476.00	\$25.00	\$ 61,900.00	\$ 40,000.00	\$ 21,900.00	\$ -	\$ 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	\$ -	\$ -	\$ 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	\$ -	\$ 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	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -
401	Earthwork - Cut to Haul to Design Grades (In Place)	4,985.00	\$13.00	\$ 64,805.00	\$ 64,805.00	\$ -	\$ -	\$ 64,805.00	\$ -	\$ -
402	Existing Subgrade Compaction (8")	9,275.00	\$9.00	\$ 83,475.00	\$ 58,123.00	\$ 25,352.00	\$ -	\$ 83,475.00	\$ -	\$ -
403	6" Concrete Pavement for Roadway, Complete in Place	6,523.00	\$108.00	\$ 704,484.00	\$ 495,000.00	\$ 180,000.00	\$ -	\$ 675,000.00	\$ 29,484.00	\$ -
404	6" Concrete Pavement for Driveways	1,471.00	\$108.00	\$ 158,868.00	\$ 130,000.00	\$ 20,000.00	\$ -	\$ 150,000.00	\$ 8,868.00	\$ -
405	4" Concrete Sidewalk, Complete in Place	95.00	\$165.00	\$ 15,675.00	\$ 9,650.00	\$ -	\$ -	\$ 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	\$ 472.00	\$ -	\$ 2,282.00	\$ -	\$ -
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	\$ 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	\$ -	\$ -	\$ 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	\$ 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	\$ -	\$ -	\$ 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	\$ 4,000.00	\$ -	\$ 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	\$ -	\$ 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	\$ 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	\$ -	\$ -	\$ 1,800.00	\$ -	\$ -
	Water									
600	Water Line Trench Safety	1,828.00	\$0.10	\$ 182.80	\$ 156.10	\$ 26.70	\$ -	\$ 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	\$ -	\$ -	\$ 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	\$ 5,850.00	\$ -	\$ 27,300.00	\$ -	\$ -
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	\$ -
	Sanitary									
700	Sanitary Sewer Trench Safety	2,735.00	\$1.00	\$ 2,735.00		\$ 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	\$ -	\$ 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	\$ -	\$ 81,040.00	\$ -	\$ -
704	8" PVC, SDR 26 Sanitary Sewer, Complete in Place	388.00	\$80.00	\$ 31,040.00	\$ 31,040.00	\$ -	\$ -	\$ 31,040.00	\$ -	\$ -
705	6", SDR -26 Sanitary Sewer, Complete	62.00	\$65.00	\$ 4,030.00	\$ 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	\$ -	\$ -	\$ 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	\$ 28,000.00	\$ 8,000.00	\$ -	\$ 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		\$ 20,000.00	\$ -	\$ 20,000.00	\$ 23,245.00	\$ -

709	Post Construction CCTV Inspection along Burkhart Drive and Burkhart 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	\$ -	\$ -
	City of Spring Valley Contingence									
Item 49	City of Spring Valley Contingence	1.00	\$300,000.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ -
				\$ 2,978,252.80	\$ 1,885,153.10	\$ 396,625.70	\$ -	\$ 2,281,778.80	\$ 696,474.00	\$ -

Change Orders										
1	Item # 200 Temporary Asphalt Paving	200.00	\$75.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 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	\$ 9,280.00	\$ 9,280.00	\$ -	\$ 18,560.00	\$ -	\$ 1,856.00
1	Initial Fee Move IN/OUT (\$1,500/\$1,500)	4.00	\$1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 300.00
1	Move IN/OUT for Each Phase	2.00	\$1,950.00	\$ 3,900.00	\$ 1,950.00	\$ 1,950.00	\$ -	\$ 3,900.00	\$ -	\$ 390.00
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
5	Change Order #5 (Bingle/Cedarspur Concrete Removal - Por back 10" Paving)	1.00	\$37,336.59	\$ 37,336.59	\$ -	\$ -	\$ -	\$ -	\$ 37,336.59	\$ -
5	6" PVC C-900 DR 18 Waterline, Complete Place (RFI #18)	1.00	\$9,346.97	\$ 8,092.88	\$ -	\$ 8,092.88	\$ -	\$ 8,092.88	\$ -	\$ 809.29
Sub Total Change Orders				\$ 112,482.65	\$ 51,323.18	\$ 20,822.88	\$ -	\$ 72,146.06	\$ -	\$ 7,214.61
GRAND TOTAL				\$3,090,735.45	\$ 1,936,476.28	\$ 417,448.58	\$ -	\$ 2,353,924.86	\$ 696,474.00	\$ 7,214.61

Change Orders Pending		
1		\$ -
2		
3		
4		

5	
Total Change Orders Pending	
	\$ -



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 25-XX - A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of change order No. 4 to the agreement by and between the City of Spring Valley Village, Texas and On Par Civil Services for the Cedarspur (W of Bingle) & Burkhart (E. of Bingle) Pavement and Utility Improvement Project; providing for the incorporation of preamble; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; and providing an effective date.

BACKGROUND:	The City of Spring Valley Village entered into a contract with On Par Civil Services, LLC. for Pavement and Utility Improvements on Cedarspur (West of Bingle) and Burkhart (East of Bingle) on January 16, 2024. On Par is requesting Change Order Number 4 due to: • Additional concrete work was performed on Cedarspur and Burkhart due to unexpected concrete base material found during the demolition of the existing asphalt roadway. The proposed change order has a net increase of \$37,336.59. In addition, Gessner Engineering recommends extending the Contract time due to the 49 weather days collected from March 2024 through December 2024. On Par was issued the notice to proceed on March 6, 2024, and the project's original duration was set at 300 calendar days. The original contract date adding in weather days would extend the contract time to February 18, 2025. In anticipation of additional weather delays, staff is requesting Council to approve a time extension to February 28, 2025. This extension includes all
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work in the project area with the exception of the CenterPoint light pole installation, which is to be completed by CenterPoint Energy.

ATTACHMENTS: Change Order #4 Letter, Resolution 25-XX - Approving
(Change Order No. 4 On Par)

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Gessner Engineering and City Staff have reviewed Change Order No. 4 and recommend approval.

January 22, 2025

Kristina Watson
City of Spring Valley Village - Public Works Director
1025 Campell Road
Houston, Texas 77055-7495

Re: Change Order No.: 4
City of Spring Valley Village - Cedarspur, Burkhart Road, and Burkhart Street Project
City of Spring Valley Village, TX
Contract No.: 2023-09-103
Gessner Engineering Job No.: 21-0109

Dear Kristina,

Please find attached proposed Change Order Number 4 for the above referenced project. Change Order Number 4 includes the cost to demo 5.5" concrete on Cedarspur and the demo & replacement of 10" concrete at the intersection of Bingle at Burkhart and Cedarspur. The quote from the contractor and the sub is attached below. The reason for the increase is due to unknown conditions that were exposed during construction. The proposal by On Par LLC has a net total increase of:

Net Total Increase with this Change Order: \$37,336.59

A quantity breakdown and Backup information for each item is attached to Change Order Number 4.

Gessner Engineering has reviewed this change order and recommends approval. If we may be of further assistance, or if you have any questions, please contact us at your convenience.

Additionally, Gessner Engineering proposes to extend the contract with On Par Services, L.L.C to February 28, 2025. This increase is due to weather days that were collected during construction from the onset of the contract. This extension should include all work in the project area and contract excluding the Centerpoint lightpole installation, which needs to be completed by Centerpoint.

Sincerely,

GESSNER ENGINEERING, F-7451



Samantha Beevers, P.E.

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On Par Civil Services, LLC

City of Spring Valley Village

Change Order No 5 - Revised

Intersection Burkhardt and Bingle
Extra 10" Paving/Concrete Removal

ADDITIONAL LABOR ITEMS:	CREW	HRS	LABOR UNIT	LABOR COST
Concrete Crew				\$ -
Forman	1.00	12.00	\$ 55.00	\$ 660.00
Laborer #1 For Concrete	4.00	12.00	\$ 20.00	\$ 960.00
Finishers	3.00	12.00	\$ 25.00	\$ 900.00
Laborer #2 For Traffic Control	2.00	30.00	\$ 18.00	\$ 1,080.00
SUBTOTAL LABOR:				\$ 3,600.00
BURDEN @ 55%:				\$ -
15% OF LABOR				\$ 540.00
TOTAL LABOR:				\$ 4,140.00

ADDITIONAL MATERIAL ITEMS:	MATERIAL COST	MATERIAL UNIT	MATERIAL COST
5.5 Sack 1.5" Rock 4000 PSI Concrete	\$ 165.00	CY 25.00	\$ 4,125.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL MATERIAL:			\$ 4,125.00
MATERIAL @ 15% MARK-UP:			\$ 618.75
TOTAL MATERIAL:			\$ 4,743.75

ADDITIONAL EQUIPMENT ITEMS:	EQUIPMENT COST	EQUIPMENT UNIT	EQUIPMENT COST
Pick Up W/Trailer	\$ 75.00	5.00	\$ 375.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL EQUIPMENT:			\$ 375.00
EQUIPMENT @ 15% MARK-UP:			\$ 56.25
TOTAL EQUIP:			\$ 431.25

ADDITIONAL SUBCONTRACTOR ITEMS:	QUANTITIES	UNIT PRICE	BID TOTALS
Cherry Crushed Removal			\$ -
Cherry Crushed Removal (Cedarspur)	10,500.00	\$ 2.26	\$ 23,730.00
Cherry's Quote will encompass two mobs			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL SUBCONTRACTOR ITEMS:			23,730.00
15% OVERHEAD ON SUB ITEMS:			3,559.50
TOTAL SUBCONTRACTOR ITEMS:			\$ 27,289.50

SUBTOTAL \$ 36,604.50
2% BOND \$ 732.09
LINE ITEM TOTAL: \$ 37,336.59

LINE ITEM QTY: 1.00
LINE ITEM UNIT PRICE: \$ 37,336.59
LINE ITEM MARKUP: \$ 4,774.50
LINE ITEM COST: \$ 32,562.09

Eddie Breedlove
On Par Civil Services, LLC.
onparestimating@gmail.com
jsartor@deancocivil.com
281-389-3838

9/23/2024

RE: Cedar Spur – Burkhalt

Cherry Moving Co., Inc, dba Cherry Demo ("Cherry") is pleased to offer the following proposal to: ("Owner"):

Scope of Work and Contract Price

- Mobilization: \$1,350.00 per machine per mobilization
- Remove/dispose up to 5.5" concrete paving (10,500 SF)@\$2.00/SF
- Minimum call out of 5,250 SF

Owner's Responsibilities

- Owner shall be responsible for providing any and all necessary permits, notifications, plans, and engineering.
- Owner is responsible for saw cut, relief cut, and demolition layout.
- Owner shall be responsible for the identification, relocation, capping, disconnection and any subsequent damage to any above or below ground utilities (including but not limited to telephone, gas, electrical, cable, water, and storage tanks). Identification of the location of underground utilities is the responsibility of the Owner. Minimum \$4,500.00 per call out.
- Owner shall provide Cherry egress/ingress sufficient to accommodate Cherry machinery and/or trucking, including sufficient clearance of overhead obstructions. All Cherry work is performed with track excavators.
- Owner shall provide traffic control, barricades, protective fences, escorts, street sweepers/dust control, and/or flagmen. 3% escalation on prices per year after the first year. T's and C's attached as Exhibit "A".

Limitation of Cherry's Responsibilities

Unless expressly noted within the Scope of Work above, the price does not include, and Cherry is **NOT** responsible for, the following:

- Removal of beams, piers, or miscellaneous concrete taken to a depth no greater than 1 feet below grade.
- Providing any dirt work (i.e.: final grade work, dirt excavation, backfill of dirt and hauling of dirt or stabilized sand/dirt/shell).
- The protection, removal, trimming or condition of any trees, bushes, shrubbery, grass, or flowers.
- The creation and/or adherence to Storm Water Pollution Prevention Plans (SWPPP) and runoff controls related to the Project. Acceptable material for recycling determined by receiving yard.
- Back due taxes, liens, legal encumbrances, or deed restrictions. Dry runs will be charged at wait time rates.
- Patching, repairing, and new construction, salvage, and relocation of items for reuse or storage.
- Accepting ownership of and/or responsibility for the identification, analysis, monitoring, handling, removal, or disposal of contaminated and/or hazardous material.

All work to be performed during daytime hours, Monday through Saturday, unless expressly noted differently within the Scope of Work above. Quote includes full credit for Raw Product Value, Cherry retains said Raw Product. The above stated quote is good for thirty (30) calendar days from the date of this proposal. All invoices due upon receipt.

All Parties Acknowledge and Agree to the Above-Referenced Terms and Conditions:

By:  (Signature)

By: _____ (Signature)

EXHIBIT A

Arcosa Construction Services Standard Terms and Conditions

The following standard terms and conditions ("Terms") shall apply unless otherwise superseded by the Special Conditions.

ACCEPTANCE. Except as specifically agreed otherwise in writing, the terms and conditions set forth in this Terms and Conditions (this "Agreement") shall govern any and all transactions among any "Customer" (herein so called) and Cherry Moving Company, Inc., Cherry Demolition, Inc., and Cherry Concrete Removal, Ltd. d/b/a Arcosa Construction Services and affiliates (collectively, "Seller"). This Agreement, together with the Seller invoice, sales contract, proposal, quotation or purchase order (collectively, the "Proposal Documents") shall constitute the entire agreement for the Work. "Work" shall mean all labor, materials, equipment and services, provided or to be provided in order to complete the required services as agreed by Customer and Seller in the Proposal Documents. Any acceptance by Seller contained in the Proposal Documents is made expressly conditional upon Customer's assent to the terms and conditions set forth in this Agreement. Such assent by Customer shall be deemed to occur upon the Customer's signature to this Agreement or, if no signature is obtained from Customer, upon the earlier of (i) the failure of Customer to object, in writing, specifically to any of these terms and conditions contained in this Agreement, within 10 days from the receipt of this Agreement; or (ii) Seller's starting the performance of the Work. Further, any terms and conditions contained in Customer's order or request for quotation which are different from, or in addition to, the terms and conditions contained in this Agreement, shall not be binding upon Seller, and Seller hereby specifically objects to such terms and conditions. No agreement or understanding, oral, written or otherwise, in any way purporting to modify the terms and conditions contained in this Agreement shall be binding unless hereafter made in writing and signed by an authorized representative of both parties. No waiver of any right under this Agreement or any of the Proposal Documents shall be effective unless explicitly memorialized in a writing signed by a representative of the waiving party with actual authority to so act.

SPECIFICATIONS. All specifications related to the Work shall be agreed upon in writing by the Seller and Customer as part of the Proposal Documents.

CHANGES. Should Seller and Customer agree to add, remove, change, or modify any portion of the scope or price of this Agreement or Proposal Documents, it must be in writing and signed by both parties. Customer may order deviations from, additions to, incidental, or reductions in the Work on the condition such changes are agreed to in writing by Seller. Any increase in price or extension of time needed pursuant to any change order or addition to any of the Proposal Documents are effective only if agreed to by Customer's authorized representative in writing. In the event Customer does not agree in writing to the increased fees and/or time extension, the Work will be performed as originally agreed.

PERFORMANCE. Unless a time for the performance of the Work is specified, Seller shall undertake the Work in the course of Seller's normal operating schedule. Customer shall ensure that Seller is provided with suitable access to the work area. If Seller's portion of the Work is dependent upon or must be undertaken in conjunction with the work of third parties, such work by third parties shall be so performed and completed as to permit Seller to perform its Work hereunder in a normal, uninterrupted single-shift operation.

Seller shall not be, nor considered to be, in default in the performance of its obligations hereunder or be liable in damages or otherwise for any failure or delay in performance, whether affecting the Work or other operations in which Seller is involved, directly or indirectly, acts of God, acts of government, or any cause which is beyond the reasonable control of the party affected that would make performance under this Agreement of the Proposal Documents reasonably impracticable (each a "Force Majeure Event"). A Force Majeure Event includes without limitation: (1) natural disasters (e.g., earthquake, hurricanes, floods, fire) or significantly abnormal weather for the local area where the Work is performed; (2) major upheavals (e.g., war, riots, act of terrorism, sabotage, labor strikes, embargoes); (3) performance failures of any person or entity other than the parties to this Agreement, such as suppliers or subcontractors (e.g., curtailment of energy sources or other raw materials or feedstock, common carrier failure); (4) extraordinary events (e.g., machinery and equipment failures not caused by Supplier's failure to maintain the equipment or extraordinary third party demand); (5) government intervention (e.g., government orders, court orders, confiscation, condemnation, future laws); (6) epidemics, pandemics or other diseases; and (7) supply chain and other global economic factor delays. In order to excuse its delay or default under any of the Proposal Documents, Seller shall notify Customer of the occurrence of the delay within five (5) calendar days of the beginning thereof, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within five (5) calendar days after the termination of such Force Majeure Event, Seller shall give notice to Customer specifying the date of termination of such Force Majeure Event. Subject to the paragraph below, all obligations of Seller shall return to being in full force and effect upon the termination of such Force Majeure Event that allows Seller to perform in accordance with the Proposal Documents.

If, due to the occurrence of any Force Majeure Event or other causes beyond the Seller's control, the Work is not complete within twelve (12) months after the date of Customer's acceptance of this Agreement, Seller may cancel the Proposal Documents at any time thereafter on ten (10) calendar day's written notice. In such event, Seller shall be (a) relieved of any further obligation with respect to the balance of the Work; and (b) entitled to receive final and complete payment for all Work performed to the date of cancellation within fifteen (15) calendar days thereafter. In the alternative, if Seller so chooses in its sole discretion, Seller may re-bid the remaining Work for performance at current market rates after said delay, adjust the Proposal Documents amount accordingly via change as outlined herein, and resume / complete the Work at the updated amount.

INDEPENDENT CONTRACTOR. In performing the Work and incurring expenses, Seller is an independent contractor. As an independent contractor, Seller shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Seller's personnel engaged in performance of the Work. In no event shall Seller (and any subcontractors or suppliers of Seller) and Customer be deemed agents of each other.

PAYMENT. Seller shall not become obligated to perform any Work until Customer's (and the undersigned, if different from the Customer) credit has been checked and approved by Seller. Customer and the undersigned (if different from the Customer) authorizes Seller to obtain any information regarding Customer's and the undersigned's creditworthiness deemed necessary in Seller's sole discretion, including (without limitation) the making of any inquiry to or obtaining any report from any credit reporting agency. If at any time the financial responsibility of Customer or the undersigned becomes unsatisfactory to Seller, in its sole discretion, Seller may require payments be made (i) in advance; and/or (ii) require Seller grant additional security satisfactory to Seller in Seller's sole discretion.

Unless otherwise provided in the Proposal Documents or otherwise agreed in writing by the parties, Payment on Customer's account is due Net 30. Amounts unpaid after such thirty (30) calendar day period shall bear interest at the lesser of (a) 1.5% per month or (b) the maximum rate allowed by law. Customer shall not be entitled to deduct from the purchase price invoiced to it by Seller the amount of any claim asserted by Customer against Seller, unless such claim shall have been allowed, in writing, by Seller. Customer or the undersigned shall also pay any and all of Seller's attorney's fees, court costs, and other expenses if any amounts due hereunder (including without limitation any damages caused by any breach of any of the Proposal Documents by Customer or the undersigned) are collected by an attorney or through legal proceedings. Seller reserves the right, among other remedies, either to terminate the Proposal Documents in their entirety or to suspend further performance upon failure of Customer (or the undersigned) to make any payment within thirty (30) calendar days or as provided herein. Nothing in this Agreement or in any of the Proposal Documents shall limit Seller's rights under Texas law, including, but not limited to, those set forth in chapter 53 of the Texas Property Code, or the law of any other state where the Work is performed/located, to place a lien, including a mechanics and materialman's lien, or file a payment bond claim, on any property subject to the Work in the event Customer does not pay sums due under this Agreement and/or the Proposal Documents, or Seller's right to record a Notice of Lien or claim. Customer agrees to promptly deliver to Seller a copy of any Notice of Completion that Customer records, or causes to be recorded, and which pertains to the Work.

TAXES. Unless otherwise specifically provided for herein, Customer shall be liable for all federal, state, or local taxes, including sales tax (if any and unless tax exempt evidence is provided to Seller) but excluding taxes on Seller's own income, as well as all import duties, fees, penalties or fines assessed by any governmental entity of any jurisdiction in connection with the Work.

WARRANTY. Seller warrants that it is experienced in the Work to be provided under the Proposal Documents. Subject to the provisions below, and upon full payment pursuant to this Agreement and/or the Proposal Documents, Seller guarantees that the Work will be free of defects of workmanship and material for a period of ONE (1) YEAR from the date of substantial completion – which is defined as the date upon which the Buyer can utilize the entirety of, or an agreed upon portion thereof, the Work provided pursuant to the Agreement between the Parties for its intended use, and that all defects occurring within that period shall be replaced at no cost to the Customer, provided, however, that Seller shall not be responsible for any defect of, damage to, or deterioration of any of the Work, subgrade, or base stone, whether completed or in process, resulting from any cause or causes beyond Seller's control, including but not limited to failure of sub-grade, installation of base stone by others, or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time Work was undertaken.

If the Work is defective in that it fails to conform to the requirements defined in the Proposal Documents due to a breach of the warranty in the preceding paragraph, Seller shall re-perform the Work as may be necessary to correct any defects brought to Seller's attention by Customer in writing within ONE (1) YEAR from performance of the Work. Re-performance shall be Seller's sole liability and Customer's exclusive remedy with respect to the Work, irrespective of Seller's fault, negligence, or liability without fault, and Customer hereby waives all other remedies. In the event of Seller re-performance, such replacement Work shall be at Seller's convenience in the same manner and location as the original Work.

In any event and notwithstanding any language to the contrary herein, Customer acknowledges that any claim it may have arising out of or in connection with any original Work, any re-performed Work, this Agreement, or any of the Proposal Documents, whether such claim is founded in contract, tort, or otherwise, shall be limited to and not exceed the amount Customer has actually paid to Seller for the particular portion or aspect of the Work involved in such claim. If Customer fails to make any such written claim within ONE (1) YEAR after completion of the Work, Customer hereby waives, exculpates, and releases Seller and Seller's subcontractors, suppliers, and their respective personnel from (to the extent permitted by applicable law) any and all claims it may or does have with respect to such Work.

Without limiting the foregoing, Customer waives its rights under any statute of limitation, statute of repose, or other period for the assertion of claims which would otherwise provide a period longer than one year.

SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE, DESCRIPTION, QUALITY, PRODUCTIVENESS, ACCURACY OR ANY OTHER MATTER WITH RESPECT TO PRODUCTS OR SERVICES. ALL SUCH WARRANTIES BEING HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED BY SELLER. SELLER MAY OFFER TECHNICAL ADVICE OR ASSISTANCE WITH REGARD TO THE PRODUCTS AND SERVICES BASED ON LABORATORY AND/OR FIELD EXPERIENCE AND CUSTOMER UNDERSTANDS AND AGREES THAT SUCH ADVICE REPRESENTS ONLY GOOD FAITH OPINIONS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE.

COMPLIANCE WITH LAWS. The parties hereto expressly agree to comply with and abide by all applicable laws of the United States and of the state in which the Work is performed, including, but not limited to, OSHA, EPA, and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws. Each party hereby agrees to indemnify and hold the other party harmless from any and all claims, demands, or damages incurred by the other arising from such other party's failure to comply with any applicable law or governmental regulation referred to above. The covenant of indemnity in this paragraph shall be in addition to any other indemnity obligations between Customer and Seller, including any other indemnity obligations contained herein.

In addition, when on-site at the location where the Work is being performed, Seller and its employees, agents, contractors, and subcontractors, after receipt of written notice hereof, shall comply with all applicable conditions or requirements of any permit, authorization, order, or directive applicable to the location and issued or ordered by any court, governmental agency or other applicable governing authority.

INSURANCE. During performance of the Work, Seller agrees to carry minimum insurance as follows: (a) Worker's Compensation and occupational disease insurance in compliance with the statutory requirements of the state(s) where the Work will be performed and Employers' Liability with \$1,000,000 limit; (b) Commercial General Liability Insurance on an occurrence form for bodily injury and property damage with \$1,000,000 each occurrence and \$2,000,000 aggregate covering premises and operations, products and completed operations, personal and advertising injury, and contractual liability; (c) Automobile Liability Insurance for bodily injury and property damage with limits of \$1,000,000 per accident covering all owned, non-owned and hired vehicles; and (d) Umbrella Liability Insurance on an occurrence form with limits each occurrence of \$1,000,000 each occurrence to follow form of coverages (a), (b), and (c) above.

INDEMNITY. Seller will defend and indemnify Customer and its affiliates, owners, directors, officers and employees against any and all claims, losses, liability, damages and expenses arising out of any injury or death to persons or damage to property to the extent such injury, death or damage is caused by or attributable to the negligence or willful misconduct of Seller in connection with the Work or the transactions to which these terms and conditions apply. Customer will defend and indemnify Seller and its affiliates, subcontractors, owners, directors, officers and employees against any and all claims, losses, liability, damages and expenses arising out of any injury or death to persons or damage to property to the extent such injury, death or damage is caused by or attributable to the negligence or willful misconduct of Customer in connection with the specification, use and/or resale of the Work. Neither Seller nor Customer shall be obligated to indemnify one another in any manner whatsoever for the other party's own negligence or willful misconduct, or for the negligence or willful misconduct of others.

LIMITATION OF DAMAGES. In no event shall either party be liable to the other party or any third person or entity for lost profits (direct or indirect), indirect, incidental, consequential (direct or indirect), punitive, multiple, or special damages (including, without limitation, economic loss, physical harm, loss of profits or loss of business opportunities), arising out of, resulting from, or in any way related to the performance under any of the Proposal Documents, whether or not such losses are the result in whole or in part of the sole, concurrent, or comparative negligence, breach of contract, or other fault of any party or other person or entity, or any defect in the premises, pre-existing conditions, patent or latent, breach of statutory duty, strict liability or any other theory of legal liability unless such losses are caused by the gross negligence, fraudulent conduct or willful misconduct of the party sought to be held liable.

Seller's liability for any covered claim, damage, loss and/or expense arising out of or alleged to be resulting from the performance under any of the Proposal Documents, to the extent caused by the negligent or willful acts or omissions of the Seller, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they might be liable shall be limited to, and shall not exceed, the required insurance policy amounts listed herein.

DEFAULT. Customer will be in default if Customer or the undersigned (a) fails to pay Seller any amount when due under any of the Proposal Documents or this Agreement, (b) fails for a period of five calendar (5) days after receipt of written notice from Seller to fulfill or perform any other written provision hereof, (c) becomes insolvent or bankrupt, or a petition for relief under bankruptcy laws or similar relief is filed voluntarily or involuntarily and not dismissed within thirty (30) calendar days from filing, or (d) makes a general assignment for the benefit of its creditors, or a receiver is appointed or a substantial part of its assets are attached or seized under legal process and not released within thirty (30) calendar days thereafter. Upon Customer's default, Seller may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (a) make further Work subject to receipt of cash in advance or upon security satisfactory to Seller, (b) terminate this Agreement and/or the Proposal Documents and declare immediately due and payable the obligations of Customer for Work already performed, and/or (c) suspend any further Work until the default is corrected, without releasing Customer from its obligations under the Proposal Documents. In any event, Customer shall remain liable for all loss and damage described herein.

In the event of a Seller default, Seller's liability herein shall not exceed the lesser of ONE HUNDRED PERCENT (100%) of the applicable Proposal Documents amount or TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

TERM. This Agreement shall be effective as described herein and shall remain in effect until either terminated or until the Work is completed, subject to any exceptions in the Proposal Documents. The indemnification, warranty, non-disclosure, remedial, and technical terms of this Agreement shall survive termination of any of the Proposal Documents.

NOTICE. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in the Proposal Documents or at such other address as the party shall specify in writing. Such notice shall be deemed given upon receipt of electronic mail or personal delivery, one (1) day after the date of mailing when sent overnight mail by a nationally recognized express mail service, or five (5) days after the date of mailing when sent by certified or registered mail, postage prepaid.

WAIVER, APPLICABLE LAW, ATTORNEY'S FEES. Failure by Seller to enforce any or all of the provisions in any of the Proposal Documents in any particular instance shall not constitute or be deemed to constitute a waiver of or preclude subsequent enforcement of the same provision or any other provision of the Proposal Documents. Should any provision of any of the Proposal Documents be declared invalid or unenforceable all other provisions shall remain in full force and effect.

The Proposal Documents shall be governed by and construed in accordance with the laws of the state of Texas, without regard to that state's conflicts of law provisions. Any action arising out of any breach of any of the Proposal Documents, any other controversy relating to the construction or application of any of the Proposal Documents, or any act or omission in the creation, performance, or termination, whether such action is founded in contract, tort, or otherwise, shall be litigated solely in a federal or state court of competent jurisdiction in Harris County, Texas, and the parties agree to submit to the personal jurisdiction, process, and venue of such court and waive any right to seek transfer of such action to a court in another location.

Should either party employ an attorney to enforce any of the provisions of the Proposal Documents, or to collect damages for the breach of the Proposal Documents, or to prosecute or defend any suit resulting from the Proposal Documents, or to recover on the surety bond provided in relation to the Proposal Documents, the non-prevailing party and its surety, jointly and severally, agree to pay the prevailing party all reasonable costs, charges, expenses, and attorney's fees expended and incurred therein.

ASSIGNMENT. The Proposal Documents, this Agreement, and the rights, obligations and duties of Customer shall not be assignable, delegable, or otherwise transferable without the prior written consent of Seller.

SEVERABILITY. If any provision contained in any of the Proposal Documents or this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to the invalid, illegal, void or unenforceable provision while still remaining valid and enforceable; and the remaining terms or provisions contained in the Proposal Documents or this Agreement shall not be affected thereby.

MISCELLANEOUS WEAR AND TEAR. Seller shall not be responsible for reasonable wear and tear of the grass, trees, shrubs and flowers, driveways, walkways, and other paved areas damaged from the movement of trucks, machinery, or debris as a condition of the work process needed in order to complete the Work.

INSTALLATION. Seller has the right to engage subcontractors of its choosing to complete the Work described herein.

SURPLUS MATERIALS AND SALVAGE. All salvage resulting from work under this Agreement is the property of Seller.

CLEAN UP. Upon completion, and after removing all debris and surplus materials, wherever possible, Seller will leave premises in a neat, broom clean condition.

ADVERTISING. Customer hereby grants the Seller the right to display signs and advertise at the job site of the period of time starting the date of signing this Agreement and continuing uninterrupted until the 14 days past the date the work has been completed. Customer grants Seller the right to publish the project street address on a "references" list and to take and use "before" and "after" photos which may be given to prospective customers or published on Seller's website.

HAZARDOUS MATERIALS. Customer understands that Seller is not qualified or licensed as an inspector or abatement contractor for hazardous materials (as defined by the government). Should any such hazardous materials or substances be suspected to be present on the premises, it is the Customer's responsibility to arrange and pay for inspection and abatement. Seller shall provide reasonable assistance in arranging abatement contractors, if requested.

NON-DISCLOSURE, ENTIRE AGREEMENT. Customer agrees not to disclose (a) any provision of the Proposal Documents, including without limitation the pricing in any Proposal Document; or (b) any information received from Seller in negotiating Customer's order or any of the Proposal Documents, or in the performance of any of the Proposal Documents, to any third person or entity. This covenant by Customer shall survive termination of the Proposal Documents. This covenant shall not, however, apply to any information which Customer possessed prior to its disclosure by Seller, or was or becomes available through the public domain, or is subsequently provided to Customer by another person having the right to possess and disclose the information. The Proposal Documents contain the entire agreement of the parties, and neither party shall be bound by or liable for any statement, promise, inducement or understanding not set forth in the Proposal Documents. Any reference to Customer's request for quotation or order does not imply acceptance by Seller of any term, condition or instruction contained therein.

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 4 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND ON PAR CIVIL SERVICES, LLC. FOR THE CEDARSPUR (W OF BINGLE) AND BURKHART (E OF BINGLE) PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2023-09-103); 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 Change Order Number 4 to the Agreement by and between the City of Spring Valley Village, Texas, and On Par Civil Services, LLC. for the Cedarspur (W of Bingle) and Burkhart (E of Bingle) Paving and Utility Improvements Project (CSB #2023-09-103) ("Change Order Number 4"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 4 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 Change Order Number 4 and any and all documents necessary to effectuate such Change Order Number 4 on behalf of the City of Spring Valley Village.

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

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

Section 2. The terms and conditions of Change Order Number 4, having been reviewed by the City Council of the City of Spring Valley Village is 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 Change Order Number 4 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 Change Order Number 4 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 4.

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

DULY PASSED AND APPROVED on this 28th day of January, 2025.

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:	January 28, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 25-XX - A resolution of the City Council of the City of Spring Valley Village, Texas, approving the terms and conditions of change order No. 2 to the agreement by and between the City of Spring Valley Village, Texas and Conrad Construction, Ltd. for the Brighton Place Pavement and Utility Improvement Project; providing for the incorporation of preamble; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; and providing an effective date.

BACKGROUND:	The City of Spring Valley Village entered a contract with Conrad Construction Co, LTD. for Pavement and Utility Improvements in Brighton Place on April 29, 2024. Conrad Construction is requesting Change Order Number 2 due to: • Meter box replacement from concrete to plastic for 62 meters; and • Additional surveying and additional excavation due to sanitary sewer leads that were found to be deeper than expected and were in direct conflict with the box culverts on Winningham. The proposed Change Order has a net increase of \$47,892.95 and 25 additional days due to bad weather.
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ATTACHMENTS:	Brighton Place Change Order No. 2, Resolution 25-XX - Approving (Change Order No. 2 Conrad)
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

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RECOMMENDATION: CobbFendley and City Staff have reviewed Change Order No. 2 and recommend approval.
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Change Order #2

DATE OF ISSUANCE: January 22, 2025

EFFECTIVE DATE: January 29, 2025

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

CONTRACTOR: Conrad Construction C
ADDRESS: 13408 Emmett Rd
 Houston, TX

DESCRIPTION OF CHANGES

Scope: Replace existing water meter boxes and add a water valve to each service line.
 Survey staking for revised storm sewer depth.
 Additional excavation and haul-off for lowering box culvert.

Justification: The city staff requested the water meter boxes to be replaced with new boxes that meet the city standard. This request was made after bids were received. An additional valve is added to the service leads, to allow the contractor to keep water to more residents during construction.

The existing sanitary sewer service leads are located deeper than expected. This has caused a direct conflict with the proposed box culvert on Winningham. The proposed solution was to lower the box culvert 1.5-feet. The lower depth allows the sanitary sewer lead to cross over the box culvert. This resulted in additional excavated material and a need to provide construction staking for the lower elevation.

Amount: \$ 47,892.95
 Days: 25

EXECUTIVE SUMMARY

CONTRACT PRICE SUMMARY

Original Contract Price	\$ 6,250,674.50
Previous Change Orders	\$ 70,637.00
This Change Order	\$ 47,892.95
Revised Contract Price	\$ 6,369,204.45

CONTRACT TIME SUMMARY

	1	DATE
Original Contract Time Substantial Completion	1	April 29, 2025
Weather Days Previously Approved	72	
This Change Order	25	
Revised Contract Time	98	August 4, 2025
Original Contract Time Final Completion	1	April 29, 2025
Weather Days Previously Approved	72	
This Change Order	25	
Revised Contract Time	98	August 4, 2025

Submitted by:

By:	Brian Conrad	1/22/25
	Print Name	Date

Conrad Construction Co., LTD

Recommended by:

By:	Jennifer Steen	1/22/2025
	Print Name	Date

CobbFendley

Approved:

By:		
	Print Name	Date

City of Spring Valley Village

			Original Contract			Change Order 2		
Item No.	Item Description	Unit	QTY	Unit Price	Extended Price	Revised Unit QTY	Revised Unit Price	Price Difference
Change Order								
CO1-1	Cured-in-Place Storm Sewer	LS	1		\$ -			\$ -
CO1-2	Short Side Service Lead (\$1,675 EA) 6 approved on CH 1	EA			\$ -			\$ -
CO1-3	Long Side Service Lead (\$2,225 EA) 6 approved on CH 1 (1 additional day per lead)	EA			\$ -			\$ -
CO1-4	20 additional days for moving mailboxes	LS			\$ -			\$ -
CO2-1	Replace 62 meter boxes, add valves	LS			\$ -	1.00	\$ 16,554.00	\$ 16,554.00
CO2-2	Additional survey	LS			\$ -	1.00	\$ 5,650.25	\$ 5,650.25
CO2-3	Lower storm sewer, extra excavation	LS			\$ -	1.00	\$ 25,688.70	\$ 25,688.70

TOTAL ORIGINAL CONTRACT = \$ 6,250,674.50

TOTAL CHANGE ORDER 1 = \$ 70,637.00 \$ -

TOTAL CHANGE ORDER 2 = \$ 47,892.95 \$ 70,637.00

REVISED CONTRACT AMOUNT = \$ 6,369,204.45



Date: 1/22/25

Proposal

RFP: 5 REVISED

Owner: Spring Valley Village

Project: Brighton Place

Description: water meter box replacement and cut off valve for water service lines

Subcontractor / Materials:

Item	Qty	Unit	Unit Price	Unit Total
STD MTR BX W/ BLK LID	33	EA	\$ 27.12	\$ 894.96
JMBO DU MTR BX W/ BLK LID	29	EA	\$ 51.22	\$ 1,485.38
1" MTR STRT BV	29	EA	\$ 131.57	\$ 3,815.53
3/4" MTR STRT BV	33	EA	\$ 118.24	\$ 3,901.92
			\$	-
TCH labor per box	62	EA	\$ 75.00	\$ 4,650.00
Subtotal				\$ 14,747.79
Total Material				\$ 14,747.79

Labor:

Name and/or Position	Qty	Unit	Unit Price	Unit Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
Labor Burden - FICA/FUTA/Benefits/WC (55 %)				\$ -
Total Labor				\$ -

Equipment:

Item	Qty	Unit	Unit Price	Unit Total
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment				\$ -

Misc.

Item	Qty	Unit	Unit Price	Unit Total
			\$ -	\$ -
			\$ -	\$ -
Total Misc.				\$ -



WATERWORKS

15711 EASTEX FREEWAY
DELIVERIES MADE ON BENDER ROAD
HUMBLE, TX 77396-0000

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1230707	\$31,170.56	47444	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1105
PO BOX 847411
DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 267280

Please contact with Questions: 713-675-2211

4701 1 MB 0.622 E0011X I0018 D13617903672 S2 P10566534 0001:0001



CONRAD CONSTRUCTION CO LTD
342 - HC BRIGHTON PLACE R
PO BOX 841134
HOUSTON TX 77284-1134

SHIP TO:

COUNTER PICK UP
15711 EASTEX FREEWAY
DELIVERIES MADE ON BENDER ROAD
HUMBLE, TX 77396-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2939	2939	TXE	JB342-92	JLM	342 - HC BRIGHTON PLACE R	11/08/24	IO 76449
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	MFKJ	1-1/2 MTR FLG KIT	81.320	EA	81.32	
50	50	FB43344WNL	LF 1 CTS COMP X MTR STRT BV	131.570	EA	6578.50	
12	12	FB41344WNL	LF 1 CTS COMP X FIP BALL CURB	112.860	EA	1354.32	
1	1	FFB10006NL	LF 1-1/2 CC X CTS PJ BALL CORP	217.340	EA	217.34	
90	90	FF10004NL	LF 1 CC X CTS PJ CORP	66.280	EA	5965.20	
22	22	FFB10007NL	LF 2 CC X CTS PJ BALL CORP	316.010	EA	6952.22	
27	27	FB43342WNL	LF 1 CTS X 3/4 MTR STRT BV LW	118.240	EA	3192.48	
1	1	FBF43666WNL	LF 1-1/2 CTS COMP X MTR FLG BALL CU	289.170	EA	289.17	
5	5	S31300066309000	6X1 CC DBL SDL 5.94-6.70	37.240	EA	186.20	
4	4	S31700101015000	8X2 CC DBL SDL 8.54-10.10	102.880	EA	411.52	
5	5	S31700076015000	6X2 CC DBL SDL 6.84-7.60	88.390	EA	441.95	
33	33	DDFW1200121	12X17X12 STD MTR BX W/ BLK LID *Z	27.120	EA	894.96	
29	29	DDFW1600X121	16X22X12 JMBD DU MTR BX W/ BLK LID	51.220	EA	1485.38	
800	800	AX42250100B	2X100 CTS 250 PSI NSF BLK	2.960	FT	2368.00	
800	800	AX41250100B	1X100 CTS 250 PSI NSF BLK	0.940	FT	752.00	
INVOICE SUB-TOTAL						31170.56	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

12/04/24
NO BACKUP

RIC
CARLOS
BRIAN
DON

VOUCHER

46282
24102412
46428
101107

**Due to the Thanksgiving holiday on Thursday,
November 28th, please ensure all payments
are submitted by Wednesday, November 27th.**

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$31,170.56

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Date: 1/15/25

Proposal

RFP: 6

Owner: Spring Valley Village

Project: Brighton Place

Description: Re-Survey for Winingham storm sewer and paving revisions

Subcontractor / Materials:

Item	Qty	Unit	Unit Price	Unit Total
South Point survey paving	1	LS	\$ 3,751.50	\$ 3,751.50
South Point survey sanitary/storm sewer	1	LS	\$ 1,898.75	\$ 1,898.75
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ 5,650.25
Total Material				\$ 5,650.25

Labor:

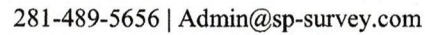
Name and/or Position	Qty	Unit	Unit Price	Unit Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
Labor Burden - FICA/FUTA/Benefits/WC (55 %)				\$ -
Total Labor				\$ -

Equipment:

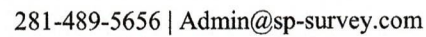
Item	Qty	Unit	Unit Price	Unit Total
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Equipment				\$ -

Misc.

Item	Qty	Unit	Unit Price	Unit Total
			\$ -	\$ -
			\$ -	\$ -
Total Misc.				\$ -



Page 76 of 175



Page 77 of 175



Date: 1/22/25

Proposal

RFP: 7 REVISED

Owner: Spring Valley Village

Project: Brighton Place

Description: Additional excavation/trucking for lowering 10x5 boxes along Winningham

Subcontractor / Materials:

Item	Qty	Unit	Unit Price	Unit Total
Berrios Trucking (75 loads x 2 hrs)	150	hr	\$ 65.00	\$ 9,750.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ 9,750.00
Total Material				\$ 9,750.00

Labor:

Name and/or Position	Qty	Unit	Unit Price	Unit Total
Operator	150	Hr	\$ 20.00	\$ 3,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ 3,000.00
Labor Burden - FICA/FUTA/Benefits/WC (55 %)				\$ 1,650.00
Total Labor				\$ 4,650.00

Equipment:

Item	Qty	Unit	Unit Price	Unit Total
Kobelco SK 480	15	Day	\$ 500.00	\$ 7,500.00
			\$ -	\$ -
			\$ -	\$ -
Total Equipment				\$ 7,500.00

Misc.

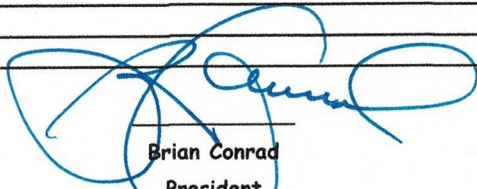
Item	Qty	Unit	Unit Price	Unit Total
			\$ -	\$ -
			\$ -	\$ -
Total Misc.				\$ -



Total Equipment, Labor, Material, Misc.
OH&P 15%
SubTotal
1 % Bond Premium / 1% Insurance
Total
Time Request

\$	21,900.00
\$	3,285.00
\$	25,185.00
\$	503.70
\$	25,688.70
	23 days

Due to conflicts with existing sanitary sewer service lines and waterline along Winningham, design for the proposed 10x5 storm boxes was lowered 1.5' deeper. Additional excavation and trucking required is as follows:
828 LF x 15' wide x 1.5' deep = approx 725 cy of dirt to be excavated and hauled
Approx 75 truck loads x 2 hour turn around to dump
** By lowering 10x5 boxes, we were able to eliminate need for much more costly storm sewer/sanitary sewer conflict structures and rerouting additional waterline around box storm sewer
15 days for excavation/trucking
8 days for additional sanitary sewer service relocations and waterline work
Total of 23 days


 Brian Conrad
 President

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND ON CONRAD CONSTRUCTION, LTD. FOR THE BRIGHTON PLACE PAVING AND UTILITY IMPROVEMENTS PROJECT (CSB #2023-12-105); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 2 to the Agreement by and between the City of Spring Valley Village, Texas, and Conrad Construction, Ltd. for the Brighton Place Paving and Utility Improvements Project (CSB #2023-12-105) ("Change Order Number 2"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 2 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 Change Order Number 2 and any and all documents necessary to effectuate such Change Order Number 2 on behalf of the City of Spring Valley Village.

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

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

Section 2. The terms and conditions of Change Order Number 2, having been reviewed by the City Council of the City of Spring Valley Village is 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 Change Order Number 2 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 Change Order Number 2 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 2.

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

DULY PASSED AND APPROVED on this the 28th day of January, 2025.

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:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: The appointment of David Dixon to the Board of Directors of the Spring Valley Legacy Fund, Inc., for a term to expire May 7, 2026.

BACKGROUND:	Ordinance No. 2014-21, creating the Legacy Fund, Inc. calls for the creation of a seven member Board of Directors: the Mayor and City Council, plus one individual appointed by City Council. The term for the additional Board Member is to run with the term of the Mayor. David Dixon was originally appointed to the Board of Directors, but there does not appear to be a record of Mr. Dixon being reappointed after his initial appointment. A Legacy Fund Board Meeting will be set for February to appoint board officers and review financial transactions.
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ATTACHMENTS:	Ordinance No. 2014-21 Legacy Fund
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff recommends the reappointment of David Dixon to the position of Board Member for the Legacy Fund, Inc.
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ORDINANCE NO. 2014-21

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AUTHORIZING THE CREATION OF THE SPRING VALLEY LEGACY FUND, INC. FOR THE PURPOSE OF RECEIVING PRIVATE AND/OR CORPORATE GRANT FUNDS; SAID FUNDS TO BE USED ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS FOR PROJECTS SERVING THE SPRING VALLEY COMMUNITY; PROVIDING FOR THE SELECTION OF SEVEN (7) MEMBERS TO COMPRISE THE SPRING VALLEY LEGACY FUND, INC. BOARD OF DIRECTORS AND FOR THE MANNER OF SELECTION AND PERIOD OF SERVICE OF SUCH MEMBERS; PROVIDING FOR DUTIES AND PROCEDURES FOR THE SPRING VALLEY LEGACY FUND, INC. BOARD OF DIRECTORS; CONTAINING RECITATIONS; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it is appropriate to establish a nonprofit corporation created pursuant to the Texas Nonprofit Corporation Act (the "Act"), for the purpose of receiving private and/or corporate grant funds, to be known as the Spring Valley Legacy Fund, Inc. to supplement the City of Spring Valley Village's ability to fund various programs, projects, events and other expenditures benefitting the Spring Valley community; now, therefore,

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

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

Section 2. The Spring Valley Legacy Fund, Inc. Board of Directors is hereby authorized to be created and its Board of Directors shall be composed of seven (7) individuals who shall be the members of the City Council of the City of Spring Valley Village plus one individual to be appointed by the City Council.

Section 3. The Mayor and City Council members shall serve as members of the Board of Directors for a period coinciding with their respective terms of office with the City. Each Director must reside within the City and if such residence ceases, it shall be deemed as a

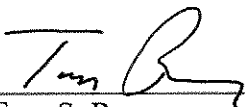
resignation. The additional member of the Board of Directors shall be appointed by the City Council and shall have a term that runs consecutive with the term of the Mayor. Directors are removable by the governing body of the City at any time without cause. The Directors shall serve without compensation, unless compensation is proposed and approved by the City's governing body, said compensation in no event to exceed the compensation of the elected officers of the City's governing body, except that such Directors shall be reimbursed for their actual expenses incurred in the performance of their duties. Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the governing body of the City, said appointee to hold office until the expiration of the relinquished term.

Section 4. It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by the Texas Open Meetings Act and that advance public notice of the time, place, and purpose of the meetings was given.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of 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, or whether there be one or more parts.

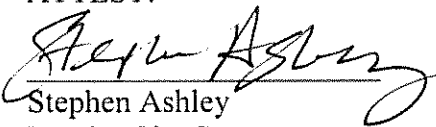
Section 6. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are to the extent of such inconsistency or conflict repealed.

PASSED, APPROVED, AND ADOPTED on first and final reading this 28th day of October, 2014.



Tom S. Ramsey
Mayor

ATTEST:



Stephen Ashley
Interim City Secretary



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Public Works Update

BACKGROUND:	1. Winter Storm Enzo 2. Brighton Place Pavement and Utility Improvement Project 3. Cedarspur and Burkhart Pavement and Utility Improvement Project
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ATTACHMENTS:	None
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Police Department Report

BACKGROUND:

ATTACHMENTS:	Calls by Type, Violations
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2024
thru 12\31\2024
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	3
6	ACCIDENT	20
145	ACCIDENT - FSGI	1
22	ALARM	17
23	AMBULANCE CALL	11
24	ANIMAL CALL	11
43	ASSIST OUTSIDE AGENCY	1
135	BUSINESS CHECK	2,794
48	CITY CREW REPAIRS	2
53	DEBRIS IN ROADWAY	6
55	DISCHARGING FIREWORKS	5
60	FIRE CALL	4
68	HOUSE CHECK	73
70	INFORMATION	57
71	INVESTIGATION	11
76	LOUD NOISE	3
159	MOTORIST ASSIST	10
81	OPEN DOOR	4
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	189
96	SOLICITOR	7
97	SPECIAL ASSIGNMENT	1
99	STALLED VEHICLE	24
103	SUSPICIOUS ACTIVITY	8
104	SUSPICIOUS PERSON	10
105	SUSPICIOUS VEHICLE	15
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	371
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	3
117	WELFARE CONCERN	5
Total		3,671

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

December 1, 2024 - December 31, 2024

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

CHILD (4-17) NOT SECURED BY SAFETY BELT	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	94
DEFECTIVE HEAD LAMPS	49
DEFECTIVE HEAD LIGHTS	26
DEFECTIVE STOP LAMP(S)	11
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	13
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	6
DISPLAY/ EXPIRED REGISTRATION	102
DISREGARD LANE CONTROL SIGNAL/DEVICE	1
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	4
DROVE ON WRONG SIDE OF ROAD/INTERSECTION	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	15
EXPIRED BUYER TAG	7
EXPIRED DEALER TAG	4
EXPIRED DRIVERS LICENSE	9
FAIL TO DISPLAY DRIVERS LICENSE	4
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	100
FAIL TO REPORT CHANGE OF ADDRESS	6
FAILED TO DIM HEADLIGHTS - FOLLOWING	5
FAILED TO DIM HEADLIGHTS - MEETING	5
FAILED TO SIGNAL TURN / LANE CHANGE	3
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	7
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	3
FOLLOWING TOO CLOSELY	1
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	5
ILLEGAL WINDOW TINT	2
NO DRIVERS LICENSE	56
NO FRONT LICENSE PLATE	15
NO LICENSE NUMBER PLATES-TRAILER	2
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	1

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

December 1, 2024 - December 31, 2024

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

OPERATE UNREGISTERED MOTOR VEHICLE	3
PARKED IN PROHIBITED AREA	17
RAN RED LIGHT	2
RAN STOP SIGN	13
RIDING BICYCLE ON WRONG SIDE OF ROAD	1
SIMPLE ASSAULT	1
SPEEDING >10% ABOVE POSTED LIMIT	73
SPEEDING IN SCHOOL ZONE	23
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	3
UNREGISTERED MOTOR VEHICLE TRAILER	1
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	2
VIOLATE DL RESTRICTION B	2
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	7
Grand Total	714



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Village Fire Department Report and Updates from the City's representatives to the Village Fire Department Board of Commissioners

BACKGROUND:

ATTACHMENTS:	2024December CAD Summary Reports
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:



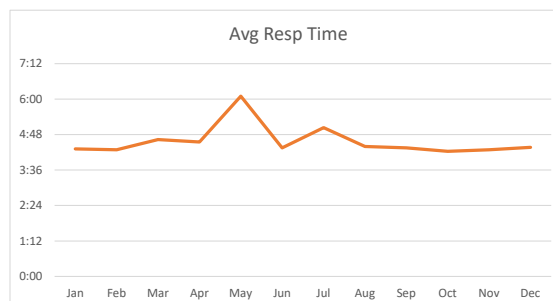
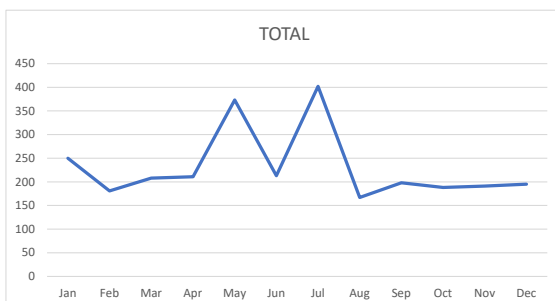
Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	250	181	208	211	373	213	402	167	198	188	191	195	2777
Abdominal Pain	0	1	1	2	4	3	2	2	1	5	1	1	23
Allergic Reaction	2	1	2	2	1	1	0	2	1	3	0	2	17
Animal Bite	0	0	1	0	0	0	0	2	0	0	0	0	3
Apartment Fire	0	0	0	0	0	0	1	0	0	0	0	0	1
Assult	0	1	1	0	1	1	0	0	2	1	0	0	7
Automatic Aid	3	2	3	4	1	0	0	0	0	1	2	0	16
Automatic Aid- Apartment Fire	13	6	13	10	4	2	5	0	0	2	3	0	58
Automatic Aid- Building Fire	4	2	2	3	0	1	1	0	0	2	3	0	18
Automatic Aid- Elevator Rescue	3	1	1	0	1	2	2	0	0	2	5	0	17
Automatic Aid- Entrapment MVC	1	3	1	0	1	0	0	0	0	0	2	0	8
Automatic Aid- Gas Leak	1	1	2	3	2	0	3	0	0	1	4	0	17
Automatic Aid- High Rise Fire	0	2	1	0	0	0	0	0	0	2	1	0	6
Back Pain	0	0	2	1	1	1	0	0	1	1	0	1	8
Burn Victim	0	0	0	0	0	0	2	0	0	0	0	0	2
Business Fire	0	0	0	0	0	0	0	1	1	0	0	0	2
Carbon Monoxide Detector With Symptoms	0	1	0	0	2	0	3	0	0	1	0	0	7
Carbon Monoxide Detector No Symptoms	2	3	3	1	11	8	11	7	1	3	5	6	61
Cardiac/Respiratory Arrest	1	1	0	0	0	1	0	0	2	0	1	2	8
Check a Noxious Odor	2	1	0	1	0	0	0	0	1	0	0	0	5
Check for Fire	0	0	1	0	1	0	7	0	3	0	1	0	13
Check for the Smell of Natural Gas	2	3	6	2	18	2	5	2	7	6	2	5	60
Check for the Smell of Smoke	2	2	1	2	5	2	5	4	3	0	0	0	26
Chest Pain	3	1	4	1	3	4	4	2	3	2	3	5	35
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	1	0	0	1	0	0	3
Child Locked in a Vehicle Engine not running	0	1	0	0	1	1	0	1	1	2	0	0	7
Choking	1	1	2	0	0	0	0	0	1	0	0	1	6
Diabetic Emergency	1	2	2	1	0	1	0	0	0	0	0	2	9
Difficulty Breathing	9	5	8	12	4	3	8	10	5	7	5	12	88
Dumpster Fire Not near Structure	0	0	0	0	1	1	0	0	0	0	1	0	3
Electrical Fire	0	0	1	0	1	0	1	1	0	3	0	0	7
Elevator Rescue	1	0	0	0	2	1	4	0	0	1	0	1	10
Entrapment- Non MVC	0	0	1	0	1	0	0	0	0	0	0	1	3
Eye Problems	0	0	0	0	0	1	0	0	0	0	0	0	1
Fall Victim	10	8	13	9	11	8	6	12	9	13	17	18	134
Fire Alarm Business	8	6	3	6	9	9	6	3	3	4	5	3	65
Fire Alarm Church or School	10	6	3	4	9	8	6	11	4	2	4	9	76
Fire Alarm Residence	36	28	23	25	57	38	59	26	45	31	32	31	431
Gas Leak	3	0	5	4	15	1	3	2	6	4	2	2	47
Grass Fire	0	0	0	0	0	0	1	0	0	1	2	0	4
HAZMAT Emergency	0	0	0	0	0	1	0	1	0	0	0	0	2
Headache- Stroke symptoms not present	0	0	0	2	0	1	0	1	2	0	0	0	6
Heart Problems	8	6	4	6	6	5	2	3	4	9	4	2	59
Heat/Cold Exposure	1	0	0	0	0	2	2	3	2	0	0	0	10
Hemorrhage/Laceration	1	2	1	1	1	1	1	4	4	2	4	2	24
House Fire	2	0	1	1	6	4	3	1	0	0	2	1	21
Injured Party	4	4	4	3	4	4	4	2	5	2	2	1	39
Medical Alarm	6	5	4	2	9	3	5	11	6	3	4	1	59
Motor Vehicle Collision	23	15	21	25	21	24	31	13	20	21	14	22	250
Motor Vehicle Collision with Entrapment	0	0	1	1	2	0	1	0	0	0	2	0	7
Object Down in Roadway	6	1	5	6	17	5	67	2	0	0	0	0	109
Oven/Appliance Fire	1	0	0	0	0	0	1	0	0	3	0	0	5
Overdose/Poisoning	1	1	2	0	3	0	2	1	1	3	4	0	18
Possible D.O.S.	1	0	1	2	0	0	0	1	0	1	0	1	7
Powerlines Down Arcing/Burning	3	0	3	6	41	14	66	2	0	0	5	2	142
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	2	0	0	1	4
Psychiatric Emergency	3	6	2	2	3	2	4	1	4	1	1	0	29
Seizures	4	2	8	4	2	1	7	0	4	3	0	4	39
Service Call Non-emergency	14	16	12	15	36	8	17	10	8	5	16	10	167
Shooting/Stabbing	1	0	0	0	2	1	0	0	0	0	1	0	5
Sick Call	21	15	15	19	23	20	19	8	11	9	17	13	190
Smoke in Business	1	0	0	0	0	0	0	0	0	0	0	0	1
Smoke in Residence	1	0	1	1	0	1	0	0	1	0	1	0	6
Stroke	5	1	3	2	3	1	5	4	1	3	1	4	33
Transformer Fire	3	0	2	2	11	1	11	0	1	0	0	0	31
Trash Fire	0	0	0	0	1	0	0	0	1	0	0	0	2
Traumatic Injury	1	3	0	1	0	0	0	0	3	0	1	1	10
Unconscious Party/Syncope	14	9	7	10	10	11	7	8	9	13	10	16	124
Unknown Medical Emergency	1	2	3	5	1	3	1	3	4	8	1	10	42
Vehicle Fire	4	3	1	2	3	0	0	2	2	1	0	1	19
Wash Down	1	1	1	0	0	0	0	0	1	0	0	1	5

Month	# of Incidents	Avg Resp Time
Jan	174	4:19
Feb	126	4:17
Mar	151	4:38
Apr	148	4:33
May	279	6:06
Jun	166	4:21
Jul	267	5:02
Aug	139	4:24
Sep	166	4:21
Oct	155	4:14
Nov	132	4:17
Dec	167	4:22
	2070	4:34

Note: Nat'l Std Fire Response Time: 6:50
Note: Nat'l Std Fire EMS Time: 6:30



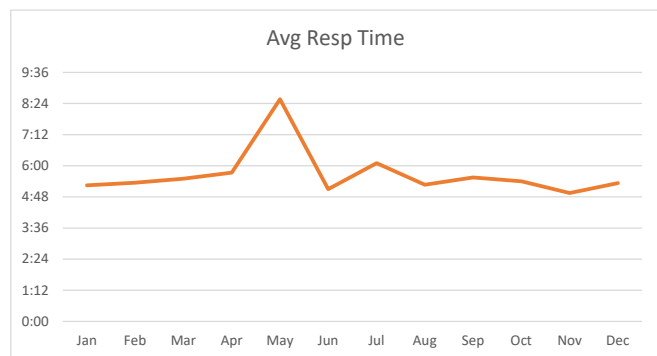
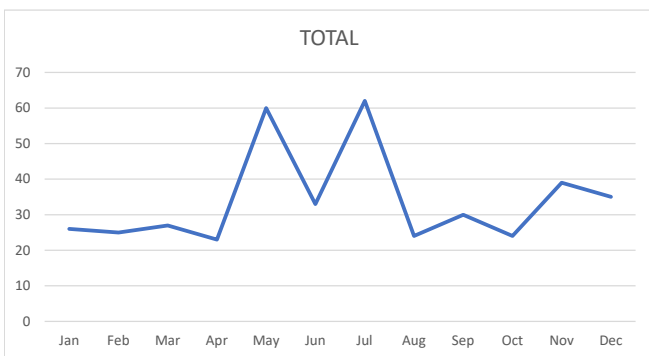


Village Fire Department
901 Corbindale Rd
Houston,TX,77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - Bunker Hill

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	26	25	27	23	60	33	62	24	30	24	39	35	408
Abdominal Pain	0	0	0	0	0	1	0	0	0	1	0	0	2
Allergic Reaction	0	0	0	0	0	0	0	0	0	1	0	0	1
Assult	0	1	0	0	0	0	0	0	1	0	0	0	2
Back Pain	0	0	0	0	0	1	0	0	0	0	0	1	2
Carbon Monoxide Detector No Symptoms	0	0	1	0	0	2	3	0	0	0	1	1	8
Cardiac/Respiratory Arrest	0	0	0	0	0	0	0	0	0	0	1	1	2
Check for Noxious Odor	1	0	0	0	0	0	0	0	0	0	0	0	1
Check for Fire	0	0	0	0	0	0	4	0	1	0	0	0	5
Check for the Smell of Natural Gas	2	0	2	0	3	0	0	1	0	0	1	2	11
Check for the Smell of Smoke	0	1	1	0	3	1	1	1	1	0	0	0	9
Chest Pain	0	0	0	0	1	0	0	0	1	0	2	0	4
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	0	0	0	0	0	0	1
Child Locked in a Vehicle Engine not running	0	0	0	0	0	0	0	0	1	0	0	0	1
Diabetic Emergency	0	1	0	0	0	1	0	0	0	0	0	0	2
Difficulty Breathing	0	0	2	4	1	0	1	0	1	1	0	4	14
Dumpster Fire Not near Structure	0	0	0	0	1	0	0	0	0	0	0	0	1
Electrical Fire	0	0	0	0	1	0	0	0	0	1	0	0	2
Entrapment- Non MVC	0	0	0	0	1	0	0	0	0	0	0	0	1
Fall Victim	0	1	4	1	1	1	0	3	2	2	3	4	22
Fire Alarm Business	0	1	0	0	0	0	1	1	0	1	0	1	5
Fire Alarm Church or School	3	0	1	0	0	0	0	1	0	0	0	2	7
Fire Alarm Residence	7	7	4	4	6	11	14	4	9	4	9	5	84
Gas Leak	0	0	1	0	4	0	1	0	1	1	2	1	11
Headache- Stroke symptoms not present	0	0	0	0	0	0	0	1	0	0	0	0	1
Heart Problems	1	0	0	0	1	0	0	0	0	0	0	0	2
Heat/Cold Exposure	0	0	0	0	0	0	1	1	1	0	0	0	3
Hemorrhage/Laceration	0	1	1	0	0	0	0	1	0	1	0	0	4
House Fire	0	0	0	1	0	0	0	0	0	0	0	0	1
Injured Party	1	0	1	1	2	1	1	0	2	1	0	0	10
Medical Alarm	0	0	1	1	1	1	0	3	0	1	1	1	10
Motor Vehicle Collision	2	1	1	2	1	1	2	0	1	2	1	0	14
Object Down in Roadway	1	0	1	3	4	2	9	1	0	0	0	0	21
Overdose/Poisoning	0	0	0	0	1	0	0	0	0	0	1	0	2
Possible D.O.S.	0	0	0	0	0	0	0	1	0	0	0	0	1
Powerlines Down Arcing/Burning	0	0	0	2	11	5	12	0	0	0	0	0	30
Pregnancy/ Childbirth	0	0	0	0	0	0	0	0	1	0	0	0	1
Psychiatric Emergency	0	1	0	0	1	0	0	0	1	0	0	0	3
Seizures	1	0	0	2	0	1	0	0	0	0	0	0	4
Service Call Non-emergency	2	5	3	1	9	0	7	2	4	4	12	3	52
Sick Call	2	2	3	1	2	2	1	2	0	1	2	1	19
Smoke in Residence	1	0	0	0	0	0	0	0	0	0	1	0	2
Stroke	0	1	0	0	0	0	2	0	0	0	1	1	5
Transformer Fire	0	0	0	0	2	0	1	0	0	0	0	0	3
Unconscious Party/Syncope	1	2	0	0	2	1	1	1	2	1	1	5	17
Unknown Medical Emergency	0	0	0	0	0	1	0	0	0	1	0	2	4
Vehicle Fire	1	0	0	0	0	0	0	0	0	0	0	0	1

Month	# of Incidents	Avg Resp Time
Jan	17	5:15
Feb	16	5:21
Mar	19	5:30
Apr	16	5:44
May	43	8:34
Jun	26	5:06
Jul	40	6:06
Aug	16	5:16
Sep	24	5:33
Oct	19	5:24
Nov	23	4:57
Dec	29	5:20
	288	5:40

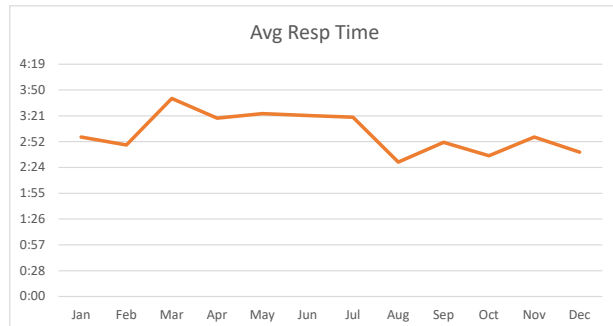
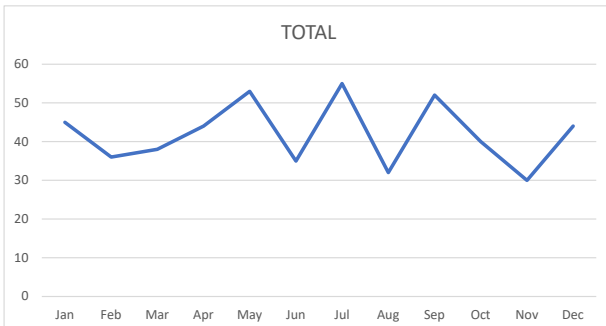




Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - Hedwig

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
TOTAL	47	39	47	49	63	39	71	34	56	44	33	50	572			
Abdominal Pain	0	0	0	2	1	1	0	0	0	2	1	0	7	Jan	45	2:58
Allergic Reaction	1	0	1	1	0	0	0	2	1	0	0	1	7	Feb	36	2:49
Animal Bite	0	0	1	0	0	0	0	0	1	0	0	0	2	Mar	38	3:41
Assult	0	0	1	0	0	0	0	0	1	1	0	0	3	Apr	44	3:19
Back Pain	0	0	1	0	0	0	0	0	0	0	0	0	1	May	53	3:24
Business Fire	0	0	0	0	0	0	0	1	0	0	0	0	1	Jun	35	3:22
Carbon Monoxide Detector No Symptoms	0	0	0	0	4	2	1	0	0	0	0	0	7	Jul	55	3:20
Cardiac/Respiratory Arrest	0	0	0	0	0	1	0	0	1	0	0	0	2	Aug	32	2:30
Check a Noxious Odor	0	0	0	0	0	0	0	0	1	0	0	0	1	Sep	52	2:52
Check for Fire	0	0	0	0	0	0	1	0	0	0	0	0	1	Oct	40	2:37
Check for the Smell of Natural Gas	0	2	0	1	0	0	0	0	5	2	0	1	11	Nov	30	2:58
Check for the Smell of Smoke	1	1	0	1	1	1	1	1	1	0	0	0	8	Dec	44	2:41
Chest Pain	2	1	0	0	2	1	0	1	1	1	0	2	11		504	3:02
Child Locked in a Vehicle Engine and AC running	0	0	0	0	0	0	1	0	0	1	0	0	2			
Child Locked in a Vehicle Engine not running	0	0	0	0	0	0	0	0	0	1	0	0	1			
Choking	0	0	2	0	0	0	0	0	0	0	0	1	3			
Diabetic Emergency	0	1	2	0	0	0	0	0	0	0	0	0	3			
Difficulty Breathing	3	0	2	3	0	1	3	2	2	3	2	3	24			
Dumpster Fire Not near Structure	0	0	0	0	0	1	0	0	0	0	0	0	1			
Elevator Rescue	1	0	0	0	0	0	2	0	0	1	0	0	4			
Eye Problems	0	0	0	0	0	1	0	0	0	0	0	0	1			
Fall Victim	2	3	1	0	1	1	1	2	3	1	3	5	23			
Fire Alarm Business	4	5	3	4	4	6	4	1	2	3	4	2	42			
Fire Alarm Church or School	1	3	0	1	4	1	3	5	2	1	2	3	26			
Fire Alarm Residence	1	0	4	5	1	1	3	2	5	5	3	0	30			
Gas Leak	0	0	2	0	4	0	0	0	0	0	0	0	6			
Grass Fire	0	0	0	0	0	0	0	0	0	0	1	0	1			
Headache-Stroke symptoms not present	0	0	0	0	0	0	0	0	2	0	0	0	2			
Heart Problems	2	1	0	2	1	1	1	2	0	2	1	0	13			
Heat/Cold Exposure	1	0	0	0	0	0	1	0	0	0	0	0	2			
Hemorrhage/Laceration	0	0	0	0	0	0	1	2	2	0	0	0	5			
House Fire	0	0	1	0	1	0	0	0	0	0	0	0	2			
Injured Party	2	0	2	0	0	0	0	1	1	1	0	1	8			
Medical Alarm	1	0	2	0	0	1	1	2	1	0	0	0	8			
Motor Vehicle Collision	7	5	4	5	6	3	10	2	7	6	2	7	64			
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0	0	0	0	1			
Object Down in Roadway	0	1	1	0	3	1	11	0	0	0	0	0	17			
Oven/Appliance Fire	1	0	0	0	0	0	0	0	0	0	0	0	1			
Overdose/Poisoning	0	1	0	0	1	0	2	0	0	1	1	0	6			
Powerlines Down Arcing/Burning	1	0	0	0	9	1	6	0	0	0	0	0	17			
Pregnancy/ Childbirth	0	0	0	0	0	0	0	0	1	0	0	0	1			
Psychiatric Emergency	2	5	0	0	2	0	1	0	0	0	0	0	10			
Seizures	0	0	2	0	1	0	1	0	1	1	0	2	8			
Service Call Non-emergency	0	1	3	4	6	2	3	1	2	0	0	5	27			
Shooting/Stabbing	1	0	0	0	0	0	0	0	0	0	0	0	1			
Sick Call	4	4	6	12	8	9	8	2	6	4	10	5	78			
Smoke in Business	1	0	0	0	0	0	0	0	0	0	0	0	1			
Smoke in Residence	0	0	1	0	0	0	0	0	0	0	0	0	1			
Stroke	0	0	0	2	0	0	1	1	0	1	0	0	5			
Transformer Fire	0	0	2	1	1	0	2	0	1	0	0	0	7			
Traumatic Injury	0	1	0	0	0	0	0	0	1	0	0	0	2			
Unconscious Party/Syncope	6	1	1	3	1	3	2	3	1	3	3	6	33			
Unknown Medical Emergency	0	1	0	2	0	0	0	1	2	2	0	5	13			
Vehicle Fire	1	2	1	0	0	0	0	0	1	1	0	0	6			
Wash Down	1	0	1	0	0	0	0	0	1	0	0	1	4			



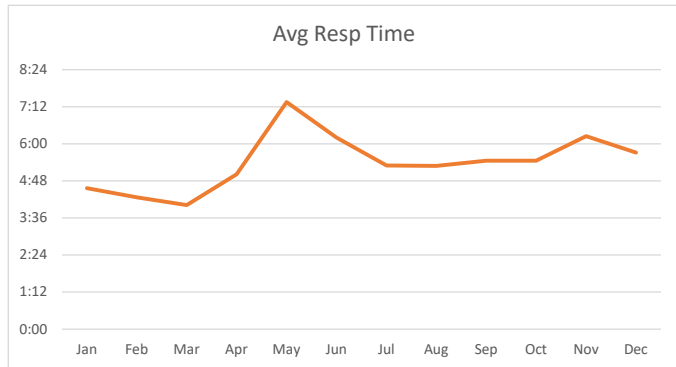
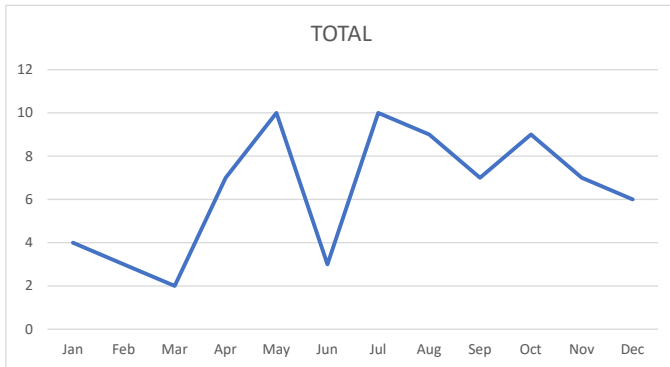


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - Hilshire

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	4	3	2	7	10	3	10	9	7	9	7	6	77
Abdominal Pain	0	0	0	0	0	1	0	1	0	1	0	0	3
Back Pain	0	0	0	0	0	0	0	0	0	1	0	0	1
Carbon Monoxide Detector No Symptoms	0	0	0	0	3	0	0	0	0	0	2	0	5
Check for the Smell of Natural Gas	0	0	0	0	0	0	1	0	0	1	0	0	2
Chest Pain	0	0	0	0	0	0	0	0	1	1	0	0	2
Difficulty Breathing	1	0	0	0	0	0	1	1	0	0	1	0	4
Fall Victim	1	0	0	0	1	0	0	0	1	1	0	1	5
Fire Alarm Business	1	0	0	0	1	0	0	0	0	0	0	0	2
Fire Alarm Church or School	0	1	0	1	1	1	2	2	0	0	1	0	9
Fire Alarm Residence	0	0	0	0	1	0	0	1	1	1	0	2	6
Gas Leak	0	0	0	0	0	0	0	0	0	1	0	0	1
Heart Problems	0	1	0	0	0	0	0	0	0	0	0	1	2
Hemorrhage/Laceration	0	0	0	0	0	0	0	0	0	0	1	1	2
House Fire	0	0	0	0	1	0	0	0	0	0	0	0	1
Injured Party	0	1	0	0	0	0	0	0	0	0	0	0	1
Medical Alarm	0	0	0	0	0	0	0	0	1	0	0	0	1
Motor Vehicle Collision	0	0	1	0	0	0	1	1	0	1	0	0	4
Object Down in Roadway	0	0	0	1	0	0	1	0	0	0	0	0	2
Possible D.O.S.	0	0	0	1	0	0	0	0	0	0	0	0	1
Powerlines Down Arcing/Burning	0	0	0	0	0	0	1	0	0	0	0	0	1
Seizures	0	0	0	1	0	0	0	0	0	0	0	0	1
Service Call Non-emergency	0	0	0	1	0	0	1	0	0	0	0	0	2
Sick Call	0	0	0	0	0	1	1	0	2	0	0	1	5
Stroke	1	0	0	0	1	0	1	1	0	0	0	0	4
Traumatic Injury	0	0	0	1	0	0	0	0	0	0	0	0	1
Unconscious Party/Syncope	0	0	0	1	0	0	0	1	1	1	1	0	5
Unknown Medical Emergency	0	0	1	0	1	0	0	0	0	0	1	0	3
Vehicle Fire	0	0	0	0	0	0	0	1	0	0	0	0	1

Month	# of Incidents	Avg Resp Time
Jan	3	4:34
Feb	3	4:16
Mar	1	4:01
Apr	5	5:01
May	8	7:21
Jun	2	6:12
Jul	8	5:18
Aug	9	5:17
Sep	7	5:27
Oct	8	5:27
Nov	7	6:15
Dec	5	5:43
	66	5:24



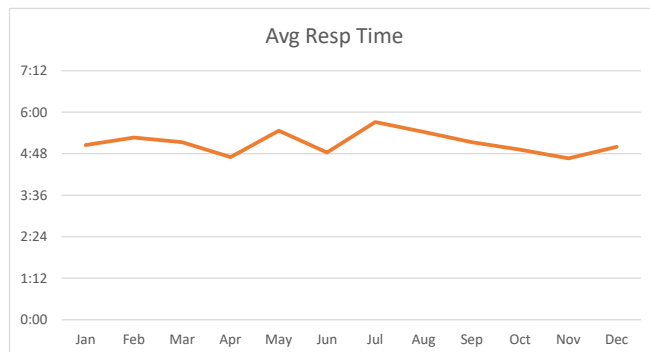
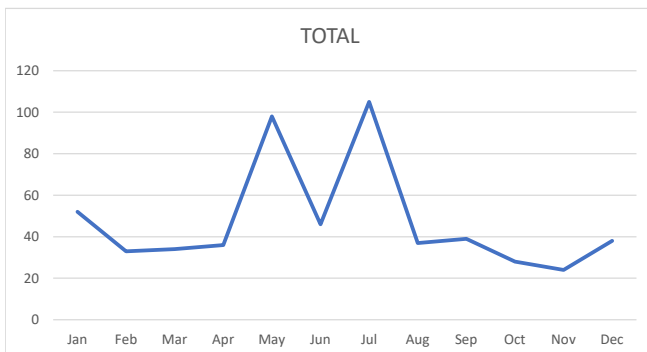


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
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December 2024 Summary - Hunters Creek

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	52	33	34	36	98	46	105	37	39	28	24	38	570
Abdominal Pain	0	0	0	0	1	0	0	0	0	1	0	0	2
Allergic Reaction	0	0	0	1	1	0	0	0	0	0	0	0	2
Assault	0	0	0	0	0	1	0	0	0	0	0	0	1
Back Pain	0	0	0	1	1	0	0	0	1	0	0	0	3
Carbon Monoxide Alarm with Symptoms	0	0	0	0	1	0	0	0	0	0	0	0	1
Carbon Monoxide Detector No Symptoms	0	1	0	1	2	2	3	3	1	3	0	2	18
Check a Noxious Odor	1	1	0	0	0	0	0	0	0	0	0	0	2
Check for Fire	0	0	1	0	0	0	1	0	1	0	1	0	4
Check for the Smell of Natural Gas	0	0	1	1	9	0	3	1	1	1	1	0	18
Check for the Smell of Smoke	1	0	0	0	0	0	2	1	1	0	0	0	5
Chest Pain	1	0	1	0	0	1	3	0	0	0	1	0	7
Child Locked in a Vehicle Engine not running	0	0	0	0	1	0	0	0	0	0	0	0	1
Choking	1	0	0	0	0	0	0	0	0	0	0	0	1
Diabetic Emergency	1	0	0	1	0	0	0	0	0	0	0	1	3
Difficulty Breathing	0	2	1	2	0	1	1	2	1	1	0	4	15
Electrical Fire	0	0	1	0	0	0	1	1	0	1	0	0	4
Elevator Rescue	0	0	0	0	0	0	0	0	0	0	0	1	1
Entrapment- Non MVC	0	0	1	0	0	0	0	0	0	0	0	1	2
Fall Victim	5	2	3	3	4	3	2	3	2	4	6	5	42
Fire Alarm Business	2	0	0	1	3	1	1	0	1	0	1	0	10
Fire Alarm Church or School	0	1	0	0	1	0	0	0	1	0	0	0	3
Fire Alarm Residence	13	13	5	4	33	9	20	11	12	6	2	11	139
Gas Leak	0	0	0	1	4	0	0	0	1	0	0	0	6
Grass Fire	0	0	0	0	0	0	1	0	0	0	1	0	2
Headache- Stroke symptoms not present	0	0	0	0	0	1	0	0	0	0	0	0	1
Heart Problems	1	2	2	0	1	1	1	0	3	1	0	0	12
Heat/Cold Exposure	0	0	0	0	0	0	0	1	0	0	0	0	1
Hemorrhage/Laceration	0	0	0	0	1	0	0	0	0	0	0	0	1
House Fire	0	0	0	0	2	2	1	1	0	0	1	1	8
Injured Party	1	2	0	1	0	1	1	1	1	0	1	0	9
Medical Alarm	3	1	0	0	4	0	1	1	2	0	0	0	12
Motor Vehicle Collision	3	0	2	2	2	9	6	5	1	0	1	3	34
Motor Vehicle Collision with Entrapment	0	0	1	0	0	0	0	0	0	0	0	0	1
Object Down in Roadway	1	0	0	1	4	1	22	1	0	0	0	0	30
Oven/Appliance Fire	0	0	0	0	0	0	0	0	0	2	0	0	2
Overdose/Poisoning	1	0	1	0	0	0	0	0	0	1	0	0	3
Possible D.O.S.	0	0	0	1	0	0	0	0	0	1	0	1	3
Powerlines Down Arcing/Burning	0	0	1	3	8	3	23	0	0	0	2	1	41
Psychiatric Emergency	0	0	2	1	0	1	1	0	0	0	0	0	5
Seizures	1	0	1	0	0	0	3	0	1	0	0	0	6
Service Call Non-emergency	5	5	3	3	7	3	3	5	0	1	3	1	39
Sick Call	5	0	2	2	2	2	2	0	1	1	1	0	18
Smoke in Residence	0	0	0	0	0	0	0	0	1	0	0	0	1
Stroke	1	0	1	0	1	0	1	0	0	0	0	2	6
Transformer Fire	1	0	0	0	5	1	2	0	0	0	0	0	9
Traumatic Injury	0	1	0	0	0	0	0	0	1	0	1	0	3
Unconscious Party/Syncope	4	1	2	3	0	3	0	0	3	2	1	2	21
Unknown Medical Emergency	0	0	2	2	0	0	0	0	2	2	0	1	9
Vehicle Fire	0	0	0	1	0	0	0	0	0	0	0	1	2
Wash Down	0	1	0	0	0	0	0	0	0	0	0	0	1

Month	# of Incidents	Avg Resp Time
Jan	40	5:03
Feb	21	5:16
Mar	29	5:08
Apr	30	4:42
May	75	5:28
Jun	35	4:50
Jul	67	5:43
Aug	28	5:26
Sep	28	5:08
Oct	24	4:55
Nov	19	4:40
Dec	30	5:00
	426	5:06



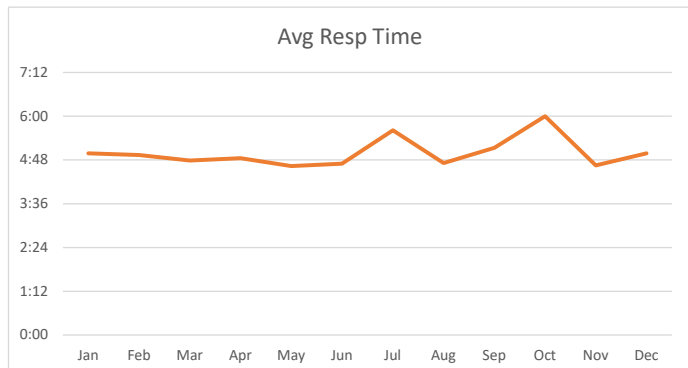
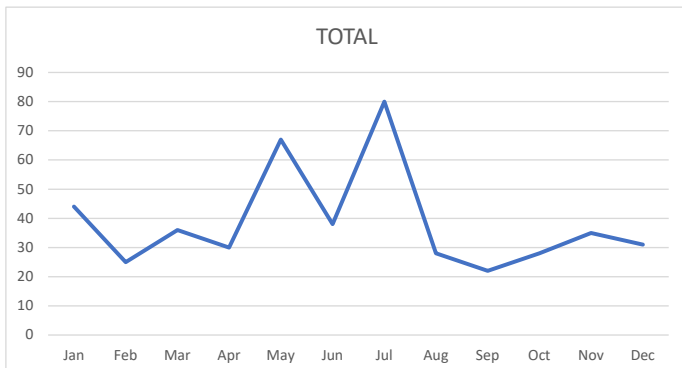


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	44	25	36	30	67	38	80	28	22	28	35	31	464
Abdominal Pain	0	0	1	0	1	0	0	0	0	0	0	0	2
Allergic Reaction	0	1	0	0	0	0	0	0	0	1	0	0	2
Animal Bite	0	0	0	0	0	0	0	0	1	0	0	0	1
Assult	0	0	0	0	1	0	0	0	0	0	0	0	1
Back Pain	0	0	1	0	0	0	0	0	0	0	0	0	1
Business Fire	0	0	0	0	0	0	0	0	1	0	0	0	1
Carbon Monoxide Alarm with Symptoms	0	0	0	0	0	0	2	0	0	0	0	0	2
Carbon Monoxide Detector No Symptoms	0	0	1	0	1	0	3	0	0	0	1	2	8
Cardiac/Respiratory Arrest	0	1	0	0	0	0	0	0	0	0	0	1	2
Check for the Smell of Natural Gas	0	1	2	0	2	1	0	0	0	1	0	1	8
Check for the Smell of Smoke	0	0	0	0	0	0	1	1	0	0	0	0	2
Chest Pain	0	0	2	0	0	0	0	0	0	0	0	2	4
Child Locked in a Vehicle Engine not running	0	0	0	0	0	1	0	1	0	1	0	0	3
Choking	0	1	0	0	0	0	0	0	1	0	0	0	2
Difficulty Breathing	2	2	3	0	1	0	0	2	0	0	1	1	12
Electrical Fire	0	0	0	0	0	0	0	0	0	1	0	0	1
Fall Victim	1	1	4	1	3	1	2	1	0	2	4	1	21
Fire Alarm Business	0	0	0	0	1	0	0	0	0	0	0	0	1
Fire Alarm Church or School	5	0	1	1	2	4	0	3	0	1	1	2	20
Fire Alarm Residence	13	7	7	8	11	12	18	6	10	11	15	10	128
Gas Leak	3	0	0	3	0	0	1	0	1	0	0	1	9
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0	0	0	0	1
Heart Problems	0	1	1	1	1	0	0	0	0	1	1	0	6
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1	0	0	0	2
Hemorrhage/Laceration	1	0	0	0	0	0	0	0	1	0	0	1	3
House Fire	0	0	0	0	2	1	0	0	0	0	0	0	3
Injured Party	0	0	0	1	2	0	0	0	0	0	0	0	3
Medical Alarm	2	1	1	1	1	0	2	3	0	1	0	0	12
Motor Vehicle Collision	1	1	2	1	3	1	1	2	2	3	2	1	20
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0	0	0	0	1
Object Down in Roadway	3	0	2	1	4	1	19	0	0	0	0	0	30
Overdose/Poisoning	0	0	0	0	1	0	0	1	0	0	1	0	3
Possible D.O.S.	1	0	1	0	0	0	0	0	0	0	0	0	2
Powerlines Down Arcing/Burning	2	0	1	1	9	5	16	2	0	0	3	1	40
Pregnancy/ Childbirth	0	0	0	0	0	0	0	0	0	0	0	1	1
Psychiatric Emergency	0	0	0	1	0	0	2	1	0	1	1	0	6
Seizures	0	0	0	0	1	0	0	0	0	0	0	0	1
Service Call Non-emergency	4	4	3	6	9	2	2	1	2	0	1	0	34
Shooting/Stabbing	0	0	0	0	2	1	0	0	0	0	1	0	4
Sick Call	2	1	1	2	3	4	3	1	1	1	2	3	24
Smoke in Residence	0	0	0	0	0	1	0	0	0	0	0	0	1
Stroke	2	0	2	0	1	0	0	1	0	1	0	1	8
Transformer Fire	1	0	0	0	2	0	4	0	0	0	0	0	7
Traumatic Injury	1	0	0	0	0	0	0	0	1	0	0	1	3
Unconscious Party/Syncope	0	2	0	1	2	1	3	1	0	2	1	1	14
Unknown Medical Emergency	0	1	0	0	0	1	1	1	0	0	0	0	4

Month	# of Incidents	Avg Resp Time
Jan	23	4:59
Feb	16	4:56
Mar	29	4:47
Apr	18	4:51
May	47	4:38
Jun	29	4:42
Jul	50	5:37
Aug	23	4:43
Sep	17	5:08
Oct	24	6:00
Nov	24	4:39
Dec	27	4:59
	327	4:59



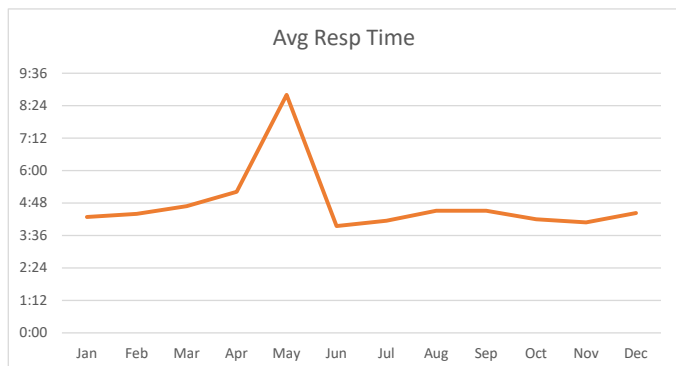
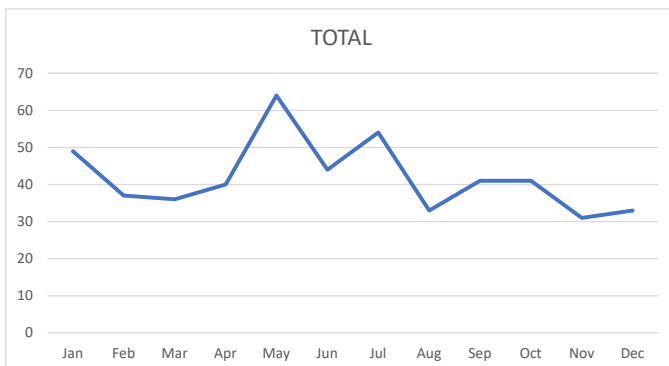


Village Fire Department
901 Corbindale Rd
Houston, TX, 77024
Phone# (713) 468-7941 Fax# (713) 468-5039

December 2024 Summary - Spring Valley

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
TOTAL	49	37	36	40	64	44	54	33	41	41	31	33	503
Abdominal Pain	0	1	0	0	1	0	2	1	1	0	0	1	7
Allergic Reaction	1	0	1	0	0	1	0	0	0	1	0	1	5
Carbon Monoxide Alarm with Symptoms	0	1	0	0	1	0	1	0	0	1	0	0	4
Carbon Monoxide Detector No Symptoms	2	1	1	0	1	2	1	4	0	0	1	1	14
Cardiac/Respiratory Arrest	1	0	0	0	0	0	0	0	1	0	0	0	2
Check a Noxious Odor	0	0	0	1	0	0	0	0	0	0	0	0	1
Check for Fire	0	0	0	0	1	0	1	0	1	0	0	0	3
Check for the Smell of Natural Gas	0	0	1	0	4	1	0	0	1	1	0	1	9
Check for the Smell of Smoke	0	0	0	0	1	0	0	0	0	0	0	0	1
Chest Pain	0	0	1	0	0	2	1	1	0	0	0	1	6
Diabetic Emergency	0	0	0	0	0	0	0	0	0	0	0	1	1
Difficulty Breathing	3	1	0	3	2	1	2	3	1	1	1	0	18
Dumpster Fire Not near Structure	0	0	0	0	0	0	0	0	0	0	1	0	1
Elevator Rescue	0	0	0	0	2	1	0	0	0	0	0	0	3
Fall Victim	1	1	1	4	1	2	1	3	1	3	1	2	21
Fire Alarm Business	1	0	0	0	0	2	0	1	0	0	0	0	4
Fire Alarm Church or School	0	1	1	1	1	1	1	0	0	0	0	2	8
Fire Alarm Residence	2	1	2	4	5	5	3	2	8	3	3	3	41
Gas Leak	0	0	1	0	3	0	1	2	3	2	0	0	12
Grass Fire	0	0	0	0	0	0	0	0	0	1	0	0	1
HAZMAT Emergency	0	0	0	0	0	1	0	1	0	0	0	0	2
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0	0	0	0	1
Heart Problems	4	1	1	3	2	3	0	1	1	5	2	1	24
Heat/Cold Exposure	0	0	0	0	0	1	0	1	0	0	0	0	2
Hemorrhage/Laceration	0	1	0	1	0	1	0	1	1	1	3	0	9
House Fire	2	0	0	0	0	1	2	0	0	0	1	0	6
Injured Party	0	1	1	0	0	2	2	0	1	0	1	0	8
Medical Alarm	0	3	0	0	3	0	1	2	2	1	3	0	15
Motor Vehicle Collision	10	8	11	13	9	9	11	2	8	7	8	9	105
Motor Vehicle Collision with Entrapment	0	0	0	1	0	0	1	0	0	0	0	0	2
Object Down in Roadway	1	0	1	0	2	0	5	0	0	0	0	0	9
Oven/Appliance Fire	0	0	0	0	0	0	1	0	0	1	0	0	2
Overdose/Poisoning	0	0	1	0	0	0	0	0	1	1	1	0	4
Powerlines Down Arcing/Burning	0	0	1	0	4	0	7	0	0	0	0	0	12
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	0	0	0	0	1
Psychiatric Emergency	1	0	0	0	0	1	0	0	3	0	0	0	5
Seizures	2	2	5	1	0	0	3	0	2	2	0	2	19
Service Call Non-emergency	1	1	0	0	3	1	1	1	0	0	0	1	9
Sick Call	8	8	3	2	8	2	4	3	1	2	2	3	46
Smoke in Residence	0	0	0	1	0	0	0	0	0	0	0	0	1
Stroke	1	0	0	0	0	1	0	1	1	1	0	0	5
Transformer Fire	1	0	0	1	1	0	1	0	0	0	0	0	4
Trash Fire	0	0	0	0	1	0	0	0	1	0	0	0	2
Traumatic Injury	0	1	0	0	0	0	0	0	0	0	0	0	1
Unconscious Party/Syncope	3	3	3	1	5	2	1	1	1	4	3	2	29
Unknown Medical Emergency	1	0	0	1	0	1	0	1	0	3	0	2	9
Vehicle Fire	2	1	0	1	3	0	0	1	1	0	0	0	9

Month	# of Incidents	Avg Resp Time
Jan	46	4:17
Feb	34	4:24
Mar	35	4:41
Apr	35	5:13
May	53	8:48
Jun	39	3:57
Jul	47	4:09
Aug	31	4:31
Sep	38	4:31
Oct	40	4:12
Nov	29	4:05
Dec	32	4:26
	459	4:46





Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Brent Walker, Treasurer
SUBJECT:	Quarterly Investment Report

BACKGROUND:	City Treasurer Brent Walker will present the quarterly investment report for the fourth quarter of 2024.
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ATTACHMENTS:	4th QTR 24 Investment Report PFIA, Investment Report supp
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:

CITY OF SPRING VALLEY VILLAGE
4th QUARTER INVESTMENT REPORT

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

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

Portfolio Recap:

- Year-to-Date, The TexPool earned an average yield of 4.740%
- Year-to-Date, The TexasClass earned an average yield of 4.8920%
- Throughout the quarter, the City's investments earned interest \$249,393.45

Enclosed are details of the City investment transactions for the Quarter that Ended December 31, 2024. This information shows that the beginning market value was \$26,019,976.17 as of September 30, 2024, and the ending market value was \$21,532,701.25 on December 31, 2024.

As of December 31, 2024, the City's cash and investments were as follows:

<u>CASH AND INVESTMENTS</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Depository Accounts	\$1,137,181.22	\$1,137,181.22	\$1,137,181.22	5.281%
Investment Pool	<u>\$20,395,520.03</u>	<u>\$20,395,520.03</u>	<u>\$20,395,520.03</u>	<u>94.719%</u>
	<u>\$ 21,532,701.25</u>	<u>\$ 21,532,701.25</u>	<u>\$ 21,532,701.25</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of December 31, 2024, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$2,289,773.75

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

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

Investment Officer:



Brent A. Walker, City Treasurer

Currently the cities investments are in the pools of Texpool, TexClass, The interest rates are begging to adjust based on the lowering of the Fed Rate. In the near future we might look at other options, but currently the pools remain a top choice for maximizing the interest.

General Fund

The General Fund has remained mostly stable, as normal the beginning of the fiscal year expenses outpaces revenues, and as a result the fund balance is reduced until the revenues from property taxes are received.

Future projections of the fund balance need to consider the capital plan for street repair which will reduce the fund balance to fund the Capital Improvement Fund. The reserve for 90 days of operations is approximately 2.6 million this fiscal year.

Capital Replacement Fund

The Capital Replacement Fund is Stable and has remained stable for the last few fiscal years

Utilities Fund

The Utilities Fund is currently stable. The invested funds included required funds for Debt Service which is currently \$358,408.47. Future projections of fund balance need to consider the continued increases from the City of Houston, Capital Projects for utility replacements. A rate study is recommended to accommodate this change and maintain the revenues to fund operations at 1.4 times the budgeted expenses and future capital projects.

CLFRF Fund

This fund is Coronavirus Local Fiscal Recovery Fund, and all the funds are designated for the Water System Upgrades Project which is in progress. The total balance is expected to fund this project to completion.

CIP Fund

The current fund balance in CIP will be expended in this fiscal year. The 2 main projects Cedarspur/Burkhart and Brighton Place will be completed this fiscal year. The planned future road projects will come for the General Fund, fund balance or new debt obligations.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONDUCT A PUBLIC HEARING CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REPLACEMENT OF ONE BUILDING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE. 1. Presentation of Proposed Amendments 2. Those In Favor 3. Those Opposed 4. Adjourn Public Hearing

BACKGROUND:

ATTACHMENTS:	None
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	No action required during the public hearing.
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Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REPLACEMENT OF ONE BUILDING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE.

BACKGROUND:	Property History: The Dad's Club Swim Team, located at 1006 Voss Road in Dwelling District "A," which is residential use, was established in 1947 and has continuously operated since then. On July 22, 2008, the City Council approved Ordinance No. 2008-14, which granted a Specific Use Permit (SUP), allowing the organization to continue its operations on the property with several specified conditions. Subsequently, on May 26, 2009, the City Council approved a second SUP through Ordinance No. 2009-06 to permit additional improvements to the property. Then, on June 25, 2013, another SUP was approved via Ordinance No. 2013-13, which amended the 2009 SUP and allowed for further enhancements to the property. Request: This application seeks to amend the Specific Use Permit to permit the replacement of two small prefabricated office buildings which were damaged during the derecho. The Dad's Club seeks to replace these buildings with one 11'9" x 46' temporary office trailer and change the orientation compared to the original structures. On January 14, 2024, Dad's Club Swim Team received further conditions from the Planning and Zoning Commission and applied them to their request.
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Conditions:

- a. Horizontal decorative screening shall be required on all four sides (minimum of three sides facing the street)
- b. Landscaping shall be required around the building 30' on center with a height minimum of 36".
- c. The building finish shall be earth tones.
- d. The building will not have any operational water or sewer.
- e. SUP will have a time limitation of three years, which will start 30 days after council approval.

The proposed conditions set by the Planning and Zoning Commission are reflected in the SUP amendment.

Drainage:

The proposed Dad's Club Swim Team SUP is not proposing any increases to the existing impervious coverage of the site.

Public Notification:

Staff sent notices of the public hearing to property owners within 250 feet of the subject property under consideration for the SUP. The Notification Map is attached. The applicant also posted a sign with the proposed SUP on the subject property.

Opposition to or Support of Proposed Request:

Staff has not received any public comments in opposition or support of the proposed SUP at this time.

ATTACHMENTS:

SUP -- Dad's Club -- 1.21.25v2, Dad's Club Voting Form, DadsClubCITYCOUNCILmtg2025, 12x46 SPECS STAMPED (1) (1), Damaged Building Front View (B), Bldg Overall view, PUBLIC NOTICE Dad's Club 2024, Dad's Club Sign Affidavit, Dad's Club Notification Map, Dad's Club Amendment Labls

FUNDING:

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

On January 14, 2025, the Planning & Zoning Commission recommended approval of the Ordinance with conditions.

Staff concurs with their recommendation.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD’S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REPLACEMENT OF ONE BUILDING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE.

* * * * *

WHEREAS, DAD’S CLUB SWIM TEAM, INC. (the “Owner”) is the Owner of a tract of land comprising 5.904 acres, more or less, in Harris County, Texas, and being further identified as 1006 Voss Road (the “Property”), and situated within the corporate limits of the City of Spring Valley Village, Texas (the “City”), said tract being more particularly described in the Exhibits attached hereto and made a part hereof for all purposes; and

WHEREAS, the Property has been continuously used as a private recreation club since 1947; and

WHEREAS, the Owner proposes to improve and continue to operate the Property as a private recreation club; and

WHEREAS, the Property presently has a zoning classification of Residential Dwelling District A, pursuant to the Zoning Ordinance of the City; and

WHEREAS, the City Council of the City of Spring Valley Village has previously issued to the Dad’s Club a specific use permit for the operation of a private recreation club; and

WHEREAS, the Owner of the Property, through its duly authorized representative, has presented an application dated October 7, 2024 (the “Application”)

to the City for the amendment of the Specific Use Permit to allow improvements to its existing facility; and

WHEREAS, the Zoning Commission of the City, following notice and hearing as required by law, has recommended that the City Council grant the specific use permit as shown in the final report of said Commission; and

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Zoning Commission that such specific use permit should be granted; and

WHEREAS, the City Council finds that the amendment to the specific use permit should be granted subject to certain conditions and terms contained herein.

NOW, THEREFORE:

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

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

Section 2. The Specific Use Permit granted to Dad's Club for use of the Property for the purpose of constructing and operating a private recreation club, the Specific Use, subject to the terms and conditions set forth below, previously granted to the Owner is hereby amended by approving the application setting forth proposed improvements of the existing facility at the Dad's Club located at 1006 Voss Road, subject to the terms and conditions set forth below.

Section 3. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the amending of this Specific Use Permit as herein provided.

Section 4. The authorization granted by this Ordinance to construct the proposed improvements on the Property shall be null and void after the expiration of eighteen (18) months from the date of adoption hereof unless construction as identified in the Exhibits, attached hereto and made a part hereof, has commenced and the facilities are constructed or substantially complete within a three-year period, or unless an extension of time is approved by City Council.

Section 5. The Specific Use Permit to authorize use of the Private Recreation Clubs, authorized and permitted is hereby amended, subject to the following additional limitations, restrictions, and conditions:

- A. Timeline. The Specific Use Permit is valid for three (3) years beginning thirty (30) days after the Ordinance is passed by City Council.
- B. Compliance with Application, Site Plans, and Constraint Additions.
 - a. The granting of the Amended Specific Use Permit shall be, and is hereby, conditioned upon the Specific Use being located, constructed, and conducted upon the Property and in substantial compliance with the application dated October 7, 2024, and later updated on October 31, 2024, including the site plan, which is attached hereto as Exhibit “A” and made a part hereof for all purposes (“Site Plan”).
 - b. Development of the Property shall comply with the Site Plan and the following Constraint Additions:
 - i. There shall be landscaping present on three sides of the building and deck of a minimum height of thirty (30) inches and thirty-six (36) inch on center;

- ii. The replacement building shall be earthtone in color to match the natural environment;
- iii. The replacement building, and specifically the restroom diagramed in the presented site plan, shall not be connected to water or sanitary / sewer; and
- iv. The replacement building shall have the wheels removed, be placed on cinder blocks, and have skirting installed on three sides.

B. Specific Use Requirements Previously Granted Unaffected. This Amended Specific Use Permit shall apply only to the site plan amended herein under this Ordinance, and shall not affect standards previously approved and authorized.

C. Buildings; setbacks; architectural elevations.

- 1) Existing structures on the Property, not affected by changes herein, must be maintained.
- 2) Any new construction of future improvements shall require an amendment to this permit and all procedures in place at that time must be followed.
- 3) All new construction and all maintenance of existing structures shall comply with building code and setback requirements of the City, must be constructed in accordance with the site plan provided for in the Exhibits, and are subject to final approval of the building's footprint and setbacks by the Building Official.
- 4) All landscaping requirements not specifically addressed in the site plan additions and lighting shall be in accordance with a landscape and lighting plan as approved by the City.
- 5) All fencing shall be in compliance with standards set forth in the City Code of Ordinances.

- D. Safety Codes. The Owner shall comply with the requirements of Texas Health and Safety Code Sections 341.064 (Swimming Pools and Bathhouses), 343.011 (fencing around swimming pool), and 25 Texas Administrative Code Chapter 265 (Design Standards for Public Swimming Pool Construction).
- E. Abandonment. Should the permitted use be abandoned in any manner, or discontinued in use for ninety (90) days or more, or continued other than in strict conformity with the conditions of this permit, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of the public health, safety or welfare, the Specific Use Permit may be terminated by action of the City Council following hearing and recommendation of the City Planning and Zoning Commission.
- F. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this Specific Use Permit, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.

Section 6. Any person, corporation or entity who or which shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day in which any violation shall occur, or each

occurrence of any violation, shall constitute a separate offense.

Section 7. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

ADOPTED this _____ of _____, 2024

Marcus Vajdos, Mayor

ATTEST:

Jasmin Torres, City Secretary

EXHIBIT "A"



Nationally recognized. Community driven.

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

October 7, 2024

Dear City of Spring Valley Village,

As discussed last Spring, the Dad's Club suffered major damage to its campus in the Derecho/tornado that hit Spring Valley Village.

We have repaired most of the damage to fences, shade structures, swimming equipment and replaced office equipment. We will finish our repairs with the replacement of the two small buildings on the west side of our campus: one was crushed entirely by a fallen tree and the other damaged by large limbs and is not repairable.

We are requesting to replace the small office buildings while we continue with campus improvements. The buildings will be in the same location but will be turned from a north/south orientation to an east/west orientation. This will make the buildings less visible from the street and provide easier/safer for pedestrian access.

Please find the attached completed General Plan Submittal Application and all requested supplemental information for your consideration.

Thank you,

A handwritten signature in cursive script, appearing to read "Linda Kutac".

Linda Kutac
Executive Director
linda.kutac@dadsclubaquatics.com

Dad's Club Aquatic Center, Inc
1006 Voss Road, Houston, Texas 77055
(713)461-8577
dadsclubaquatics.com

EXHIBIT "A"



SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

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

Submittal Requirements Checklist:

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

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

Subdivision / Development Name: Zoned SUP 5- specific use permit for Dad's Club Aquatic Center, Inc by ordinance #2008-14 and amended by #2009-05, 2013-13

Geographical Location: 1006 Voss Road, Houston, TX 77055 (NE Corner of IH-10 and Voss Road. On Southern border of COSVV.

(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Is the location listed belong to a Homeowner's Association (HOA)? Yes / ☒ No (Circle One)

Name of Homeowner's Association: NA

Have you received approval from the Homeowner's Association? Yes / ☒ No (Circle One)

Survey/Abstract No.: +/- 5.904 acres tract of land being Tract 18 in the AH Osbourne, Abstract 610, COSVV Harris Co. TX

Reason for Replat or Amending Plat:

Derecho/Tornado Destroyed office. Requesting approval for a like buildings for replacement. Requesting to place them in the same location but at an orientation to be away from full view of Old Voss Road.

Submittal Type:

- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Amending Plat
- ☐ Preliminary Replat
- ☐ Final Replat
- ☐ Specific Use Permit
- ☒ Specific Use Permit Amendment

EXHIBIT "A"

Type of Plat: _____ Single Family Residential
_____ Zero Lot Line Patio Homes
_____ Planned Area Development District
_____ Planned Area Development
_____ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: +/- 5.904 ACRES Typical Lot Size: _____ NA _____

Number Lots: _____ NA _____ Number of Streets: _____ NA _____

Numbers and Types of Reserves: NONE Total Acres in Reserve: NONE

Zoning District: SUP 5

Applicant: Dad's Club Aquatic Center, Inc

Contact Name: Linda Kutac, Executive Director. & Justin Chapman, President

Address: 1006 Voss Road, Houston, TX 77055

Phone: 713-461-8577

Fax: _____

Email: Linda.kutac@dadsclubaquatics.com & chappycinco@gmail.com

Owner: Dad's Club Aquatic Center, Inc. (Same as applicant)

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Engineer or Planner: BURDITT Consultants LLC--LAND | PLACE STUDIO

Contact Name: Mark F. Goulas, AIA Director of Design

Address: 1505 WHISPERING PINES DR. HOUSTON, TEXAS 77055

Phone: 713-667-8774 office 713-299-8461 cell

Email: mgoulas@burditt.com

EXHIBIT "A"

Authorization:

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



Applicant's Signature



Date

Harris County Appraisal District

PUBLICATION DATE: 12/28/2018

MAP LOCATION

5058B-1

5058B-2

5058B-3

5058B-4

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5058B-6

5058B-7

5058B-8

5058B-9

5058B-10

5058B-11

5058B-12

5058B-13

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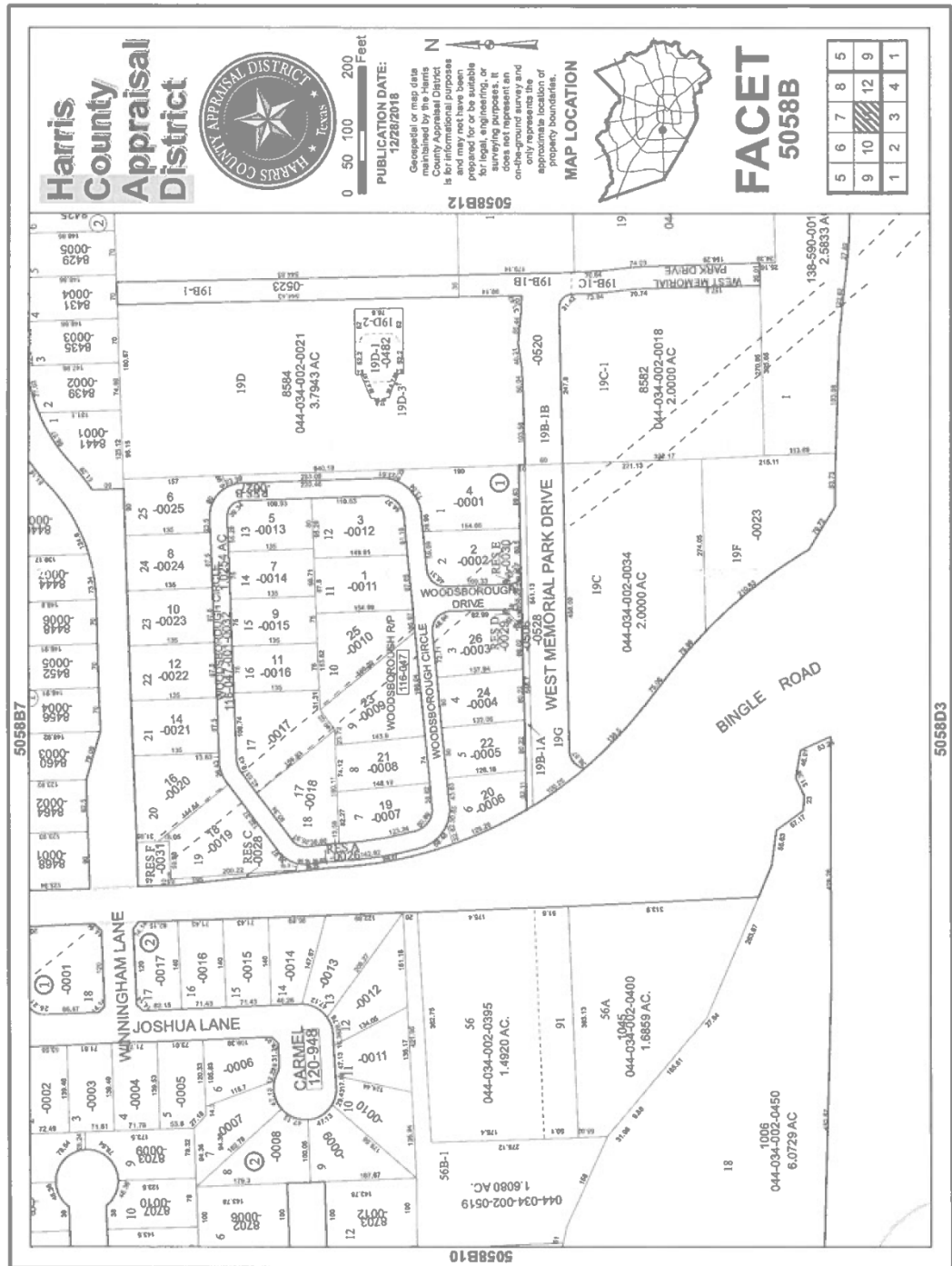
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EXHIBIT "A"



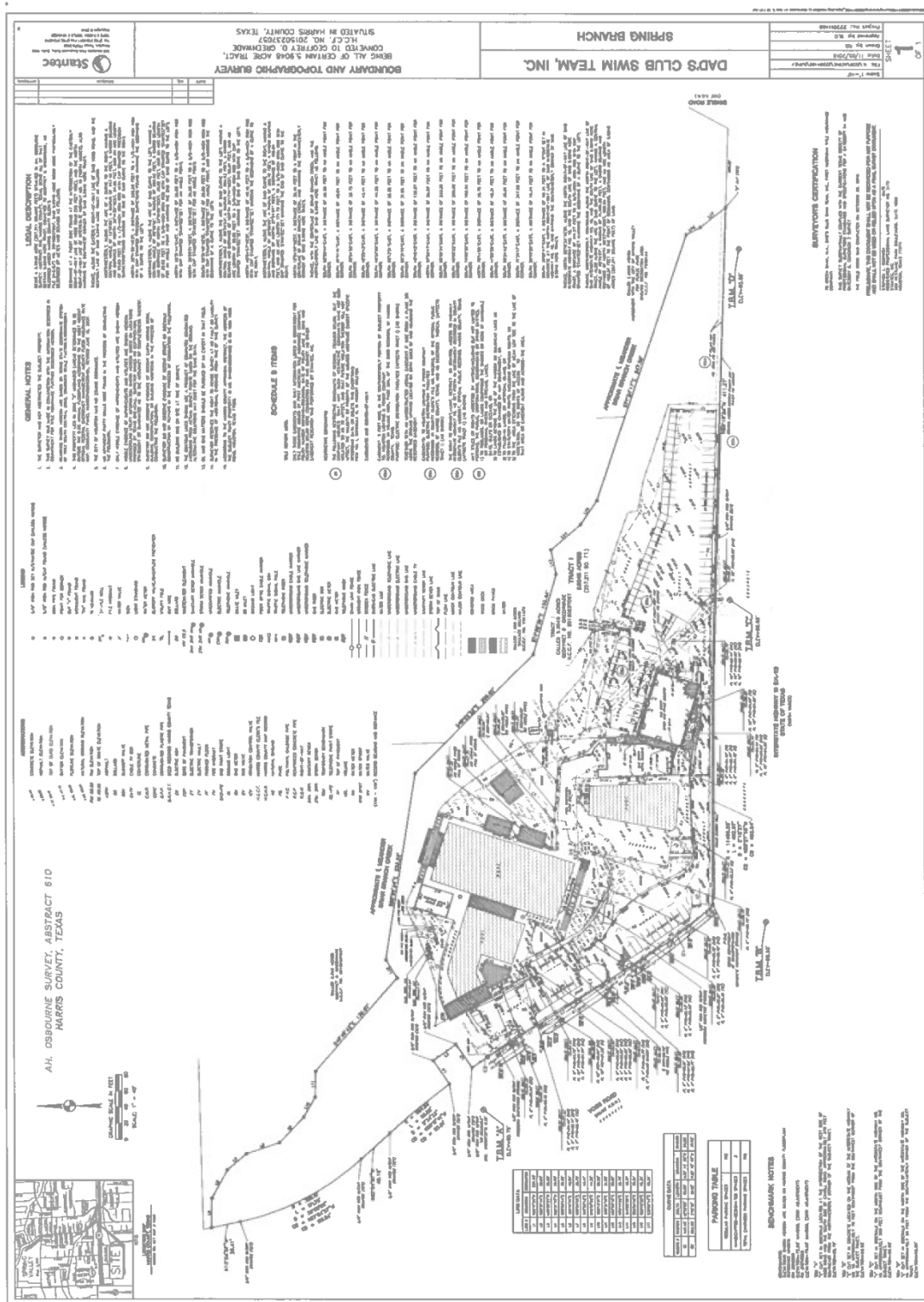


EXHIBIT "A"

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0440340020450

Tax Year: 2024

 Print

Owner and Property Information										
Owner Name & Mailing Address: DAD'S CLUB SWIM TEAM INC 1006 VOSS RD HOUSTON TX 77055-6632					Legal Description: TR 18 ABST 610 A H OSBORNE Property Address: 1006 VOSS RD HOUSTON TX 77055					
State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map ^A
XV -- Other Exempt (Charitable)	8002 -- Land Neighborhood Section 2	E	0	257,213 SF	0	0	9854.1	4014 -- Katy Freeway	5058B	490D

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
Total	025	SPRING BRANCH ISD	12,498,610	Not Certified	1.078900	
	040	HARRIS COUNTY	12,498,610	Not Certified	0.350070	
	041	HARRIS CO FLOOD CNTRL	12,498,610	Not Certified	0.031050	
	042	PORT OF HOUSTON AUTHY	12,498,610	Not Certified	0.005740	
	043	HARRIS CO HOSP DIST	12,498,610	Not Certified	0.143430	
	044	HARRIS CO EDUC DEPT	12,498,610	Not Certified	0.004800	
	080	CITY OF SPRING VALLEY	12,498,610	Not Certified	0.395000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations		
Value as of January 1, 2023		
	Market	Appraised
Land	0	
Improvement	0	
Total	0	0
Value as of January 1, 2024		
	Market	Appraised
Land	0	
Improvement	0	
Total	0	0

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4393	SF	108,900	1.00	1.00	1.00	--	1.00	0	0	0
2	8002 -- Land Neighborhood Section 2	4393	SF	148,313	1.00	1.00	0.55	Shape or Size	0.55	0	0	0

Building
Vacant (No Building Data)
Extra Features

EXHIBIT "A"

Line	Description	Quality	Condition	Units	Year Built
1	YMCA 42,500 SF	Average	Average	2,975.00	0

MURDITT
A. and P. Inc.
200 Langley Road
Gaines, VA 22726
Tel: 800-368-3681

THE FACILITY & THE OPEL
VEHICLE, AS AN INSTRUMENT
OF PROGRESSIVE, OPEN-
MINDED FREEDOM, ARE
THE ESSENCE OF THE
CONCEPT OF THE
VEHICLE & BACK TO THE
VEHICLE AS WE LIVE IN IT.

SUPPLEMENTAL USE
PERMIT REQUEST

1402204



70362500

**DADS CLUB STORM
DAMAGE BUILDING
REPLACEMENT**
1006 VOSS ROADHOUSTON, TEXAS 77055

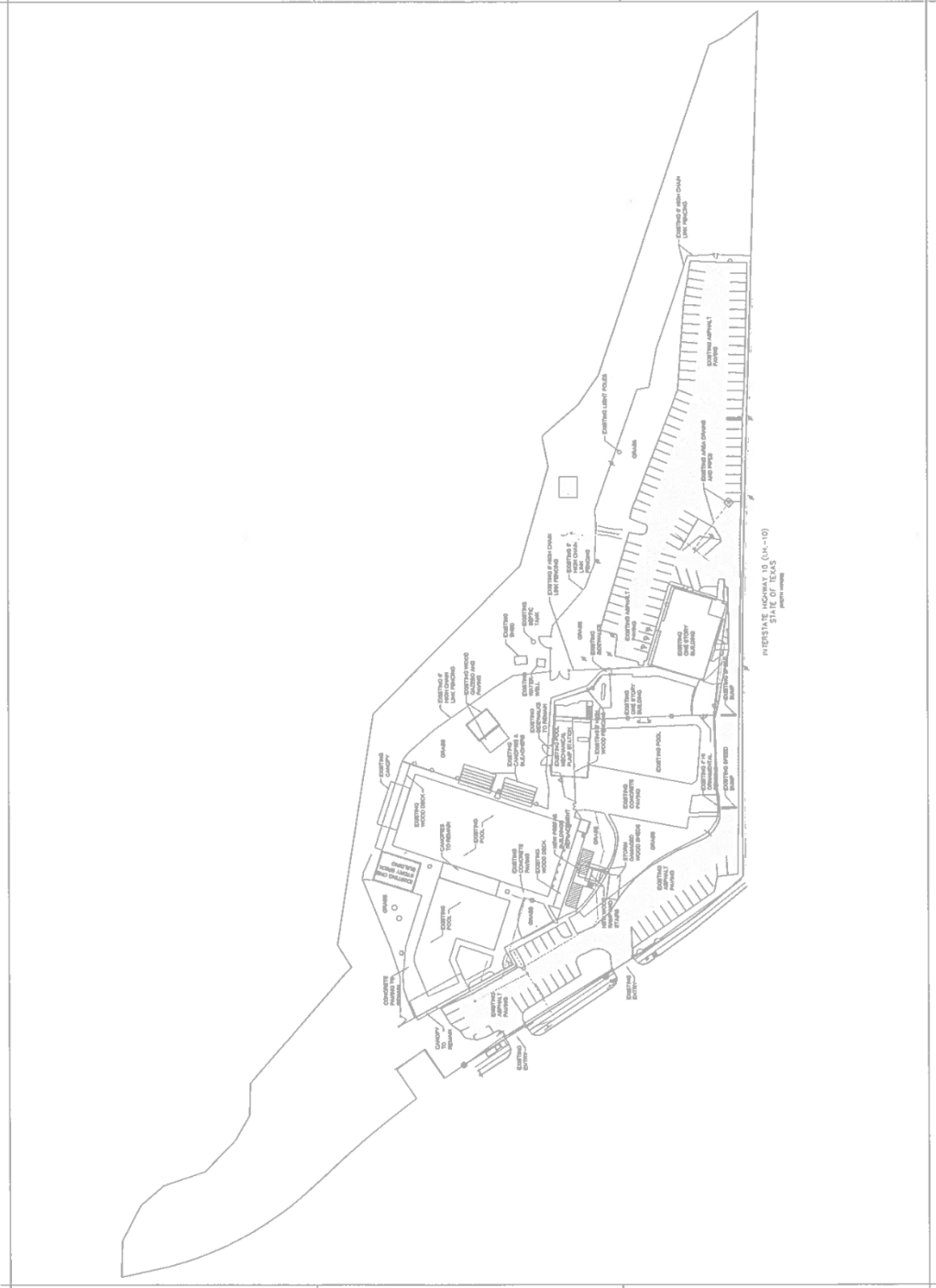
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Resource	MG	MG	MG	MG
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Building Replacement

A1.00

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EST. 1985
SPRING VALLEY
VILLAGE

PLANNING & ZONING COMMISSION
VOTING FORM

DATE: JANUARY 14, 2025

AGENDA ITEM #3:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 25-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE DEMOLITION OF TWO BUILDINGS AND REBUILDING OF THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE.

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
JARRAD BOURGER		X			
TREY HOFFMAN					
PATRICK JOHNSON					
BRAD JONES					
JERRY KENT					
ANNE-MARIE MCMICHAEL	X				
NATHAN CARROLL, ALTERNATE					

MOTION CARRIED 7

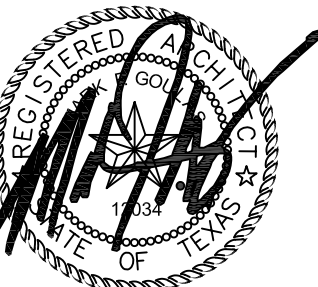
MOTION DENIED 0



TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION

**SUPPLEMENTAL USE
PERMIT REQUEST**

SEAL:



Floor plan of the second floor showing various rooms and areas:

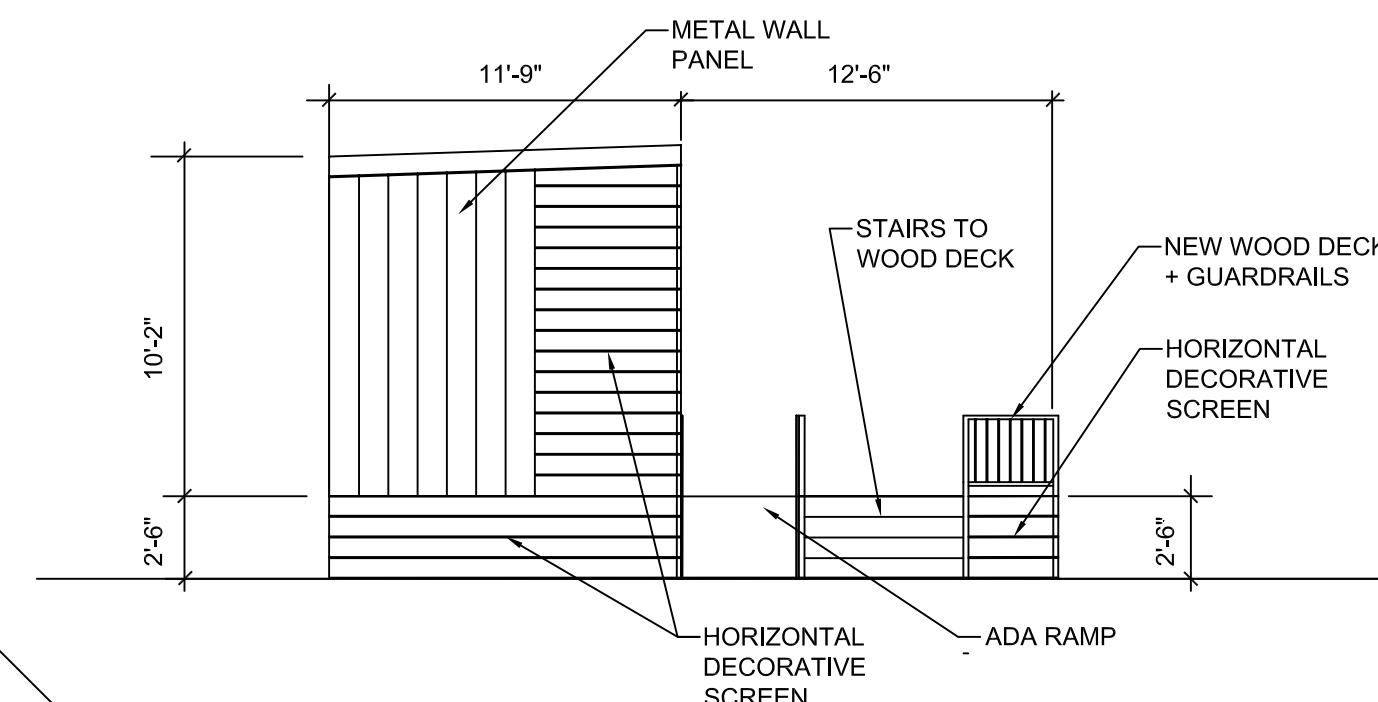
- OFFICE (Top Left)
- STORAGE (Top Center-Left)
- OPEN OFFICE (Top Center)
- STORAGE (Top Center-Right)
- OFFICE (Top Right)
- ADA RAMP (Bottom Left)
- ACCESS STAIR (Bottom Left)
- WOOD DECK AREA (Bottom Center)
- ACCESS STAIR (Bottom Right)

Architectural elevation drawing of the exterior of the building. The drawing shows a horizontal decorative screen on the left, a painted metal door (46'-0" wide), insulated windows, and a metal wall panel. A new wood deck with guardrails is shown at the base, with an ADA ramp leading up to it. The total height of the building is 10'-5" and the deck height is 2'-6".

Labels and dimensions:

- HORIZONTAL DECORATIVE SCREEN
- PAINTED METAL DOOR 46'-0"
- METAL WALL PANEL
- INSULATED WINDOWS
- 10'-5"
- 2'-6"
- ADA RAMP
- NEW WOOD DECK + GUARDRAILS
- HORIZONTAL DECORATIVE SCREEN

- 1.) HORIZONTAL DECORATIVE SCREEN ALL FOUR SIDES (MINIMUM THREE SIDES FACING THE STREET).
- 2.) LANDSCAPE AROUND BUILDING 30" O.C. 36" HIGH MINIMUM.
- 3.) BUILDING FINISHES SHALL BE EARTH TONES.
- 4.) THE BUILDING WILL NOT HAVE ANY WATER OR SEWER.
- 5.) 3-YEAR TIME LIMIT THAT STARTS 30 DAYS AFTER CITY COUNCIL APPROVAL.



Architectural elevation drawing of a building facade. The drawing includes the following labels and dimensions:

- NEW WOOD DECK + GUARDRAILS**: Points to the upper deck structure.
- STAIRS TO WOOD DECK**: Points to the stairs leading up to the deck.
- HORIZONTAL DECORATIVE SCREEN**: Points to the screen on the left side of the stairs.
- METAL WALL PANEL**: Points to the upper right section of the wall.
- ADA RAMP**: Points to the ramp at the bottom left.
- HORIZONTAL DECORATIVE SCREEN**: Points to the screen at the bottom right.
- Dimensions**:
 - 12'-6" (Total width of the upper section)
 - 11'-9" (Width of the metal wall panel)
 - 10'-2" (Total height of the upper section)
 - 2'-6" (Height of the lower section)
 - 2'-0" (Height of the ADA ramp)

[illegible]

1.5 SF LESS AREA THAN THE ORIGINAL EXISTING BUILDINGS

ISSUANCES & REVISIONS

[illegible]

A1.00

SHEET LIST	
SHEET NO.	SHEET NAME
A00	COVER PAGE
A01	CONSTRUCTION PAGE
D01	CROSS SECTION
E01	ELECTRICAL PLAN
F01	FASTENING SCHEDULE
F02	FOUNDATION PLAN
M01	MECHANICAL PLAN
M02	PLUMBING PLAN

TEXAS INDUSTRIALIZED BUILDING CODE COUNCIL

This document is approved pursuant to
the Industrialized Housing and Buildings
Act.

DRA No. 7 IBC X IRC

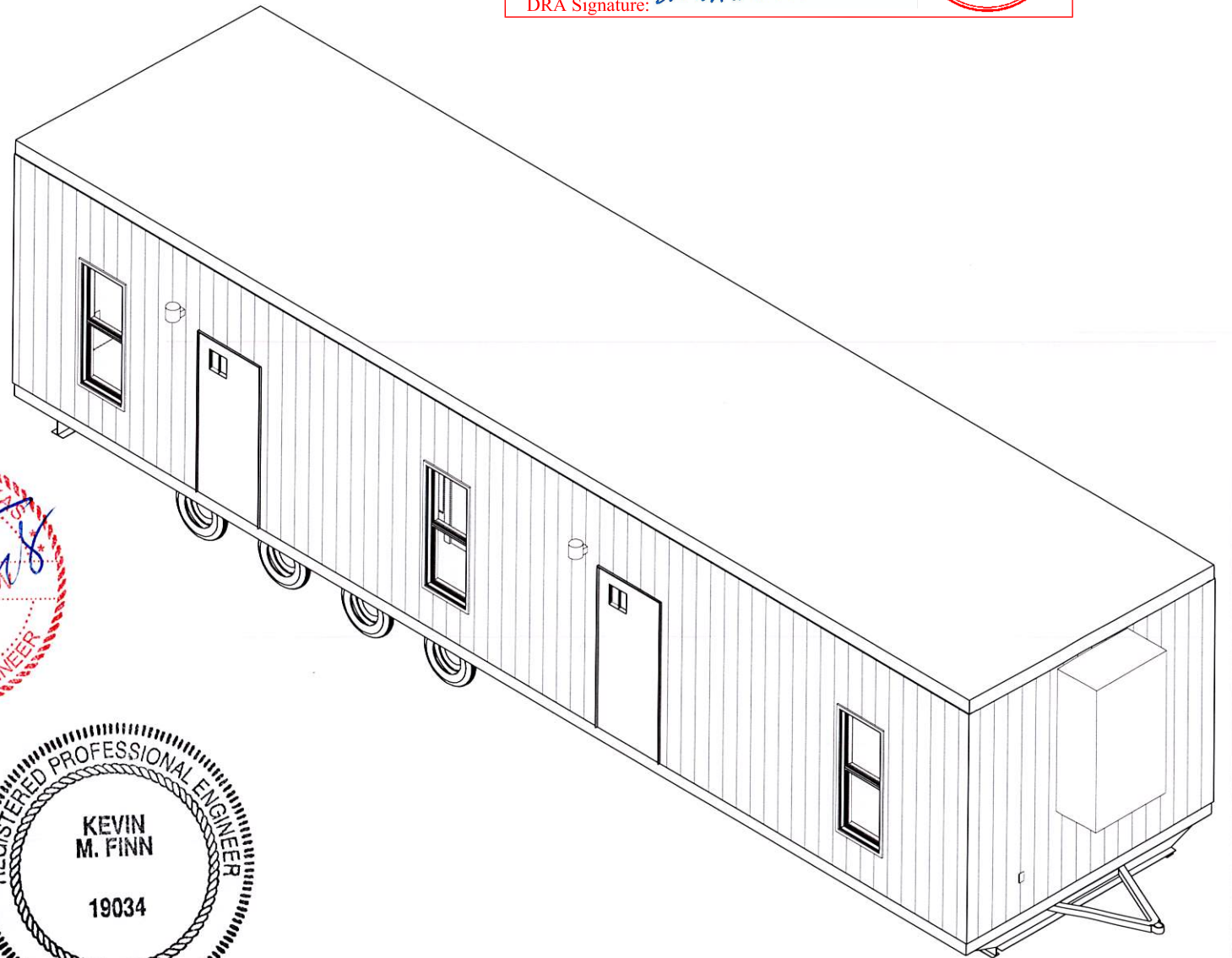
Date: **1/9/18**

DRA Signature: *Suram M. Uluenes*



BUILDING CODES LEGAL JURISDICTION _____ TEXAS BUILDING CODE _____ 2015 IBC ELECTRICAL CODE _____ 2014 NEC PLUMBING CODE _____ 2015 IPC MECHANICAL CODE _____ 2015 IMC ENERGY CODE _____ 2015 IECC ACCESSIBILITY STANDARDS _____ 2012 TAS OCCUPANCY CLASSIFICATION _____ B OCCUPANT LOAD _____ 6 TYPE OF CONSTRUCTION _____ VB LIVE LOADS: OFFICES _____ 50 PSF / 2000 LBS CONCENTRATED LOAD ROOF LIVE LOAD _____ 20 PSF WIND LOAD _____ WIND SPEED -MPH 160 VuH / 124Vasd EXPOSURE _____ B RISK FACTOR _____ II GROUND SNOW LOAD _____ 10 PSF SEISMIC DESIGN _____ CATEGORY D GAS TYPE _____ NONE	BUILDING CODES LEGAL JURISDICTION _____ OKLAHOMA BUILDING CODE _____ 2015 IBC W/ AMENDMENTS ELECTRICAL CODE _____ 2014 NEC PLUMBING CODE _____ 2015 IPC MECHANICAL CODE _____ 2015 IMC ENERGY CODE _____ 2015 IECC ACCESSIBILITY _____ ICC ANSI A117.1-2003 OCCUPANCY CLASSIFICATION _____ B OCCUPANT LOAD _____ 6 TYPE OF CONSTRUCTION _____ VB LIVE LOADS: OFFICES _____ 50 PSF / 2000 LBS CONCENTRATED LOAD ROOF LIVE LOAD _____ 20 PSF WIND LOAD _____ WIND SPEED -160 MPH VuH / 124MPH Vasd EXPOSURE _____ B GROUND SNOW LOAD _____ 10 PSF SEISMIC DESIGN _____ CATEGORY C GAS TYPE _____ NONE
GENERAL NOTES: 1. BUILDING DESIGNED TO BE A MIN OF 10' FROM PROPERTY LINE OR ASSUMED PROPERTY LINE 2. EXTERIOR ACCESSIBILITY FEATURES ON SITE BY OWNER 3. ON PANEL BOX USE #4 BARE COPPER WIRE FROM GROUNDING LUG ON PANEL BOX TO SOLDERLESS GROUNDING BOLD THRU FRAME. EMPTY 1/2" PVC RACE WAY. (SAME LENGTH) AS ENTRANCE) FOR CUSTOMER INSTALLED GROUND WIRE. 4. SERVICE GROUND PER NEC 2014 ARTICLE 250.50 BY OWNER ON SITE 5. VENTILATION OF ATTIC SHALL BE PER SECTION 1203.2 OF THE 2015 IBC, AS REQUIRED 6. THE FOUNDATION VENTILATION AS PER SECTION 1203.3.1 OF THE 2015 IBC, AS REQUIRED 7. MINIMUM CLEAR AISLE WIDTH SHALL NOT BE LESS THAN 36 INCHES AS PER SECTION 1013.4.1 OF THE 2015 IBC 8. SERVICE SINK IS TO BE AVAILABLE IN ANOTHER BUILDING ON THE SITE OR BE ADDED AS REQUIRED BY LOCAL OFFICIALS 9. ACCESSIBLE TOILET ROOMS SHALL BE LOCATED ON SITE WITHIN 500' TRAVEL DISTANCE ON AN ACCESSIBLE ROUTE. 10. WATER HEATER SHALL COMPLY WITH 2015 IECC SEC. 504 11. UNIT CANNOT BE PLACED IN AREAS WHERE GROUND SNOW LOAD EXCEEDS DESIGN CRITERIA INDICATED ABOVE 12. IF CONCENTRATED FLOOR LOAD IS REQUIRED, ADDITIONAL BLOCKING SHALL BE INSTALLED IN ACCORDANCE WITH LOAD REQUIREMENTS OF IBC 2015 SEC. 1607 AS REQUIRED 13. ACCESSIBLE DRINKING FOUNTAIN TO BE PROVIDED ON SITE BY OWNER WITHIN 500 FEET OF ACCESSIBLE ROUTE. 14. ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION SYSTEM TO BE INSTALLED BY OTHER ON SITE IN ACCORDANCE WITH IBC AND IFC. 15. THE COMPLETED DATA PLATE IS ATTACHED IN THE VICINITY OF THE ELECTRICAL PANEL BOX. STATE LABEL IS AFFIXED TO THE BUILDING ON THE BOTTOM LEFT SIDE OF THE REAR WALL OF THE BUILDING. 16. PLAN MAY BE MIRROR IMAGE. 17. IF BUILDING IS PLACED IN A WIND BORNE REGION, IT IS THE RESPONSIBILITY OF THE OWNER TO PROVIDE AND INSTALL PROTECTION OF OPENINGS, IN ACCORDANCE WITH SECTION 1609.1.2 OF THE 2015 IBC.	BUILDING CODES LEGAL JURISDICTION _____ LOUISIANA BUILDING CODE _____ 2012 IBC ELECTRICAL CODE _____ 2011 NEC PLUMBING CODE _____ 2012 IPC MECHANICAL CODE _____ 2012 IMC ENERGY CODE _____ ASHRAE/IES 90.1-2004 OR COMCHECK EZ OCCUPANCY CLASSIFICATION _____ B OCCUPANT LOAD _____ 6 TYPE OF CONSTRUCTION _____ VB LIVE LOADS: OFFICES _____ 50 PSF / 2000 LBS CONCENTRATED LOAD ROOF LIVE LOAD _____ 20 PSF WIND LOAD _____ WIND SPEED -160 MPH VuH / 124MPH Vasd EXPOSURE _____ B GROUND SNOW LOAD _____ 10 PSF SEISMIC DESIGN _____ CATEGORY C GAS TYPE _____ NONE

Kevin M. Finn, P.E., Inc.
815 Waterbury Park Drive
Elkhart, IN 46517
TX Lic. # 80939
TX Firm # F-12601
LA Lic. # PE - 0026942
LA Firm # 5353
OK Lic. # PE-19034
OK Firm # CA 6667 PE



SQ FT = 658
OCCUPANT LOAD = 6

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a) COPY OR REPRODUCE IT BY ANY MEANS
b) MODIFY OR AMEND ITS CONTENTS, OR
c) DELIVER OR DISTRIBUTE IT TO THE THIRD PARTIES WITHOUT HAVING FIRST OBTAINED THE EXPRESS WRITTEN CONSENT OF BRITCO

1101 Foundation Dr., Waco, TX 76712
Tel (254) 741-6701

DATE:	23OCT17	#	DESCRIPTION	BY	DATE
SCALE:	1/8" = 1'-0"	0	ISSUE FOR REVIEW	STR	23OCT17
DRAWN BY:	STR	1	ISSUE FOR PRE PRO	AV	29NOV17
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Bid #:	714568				

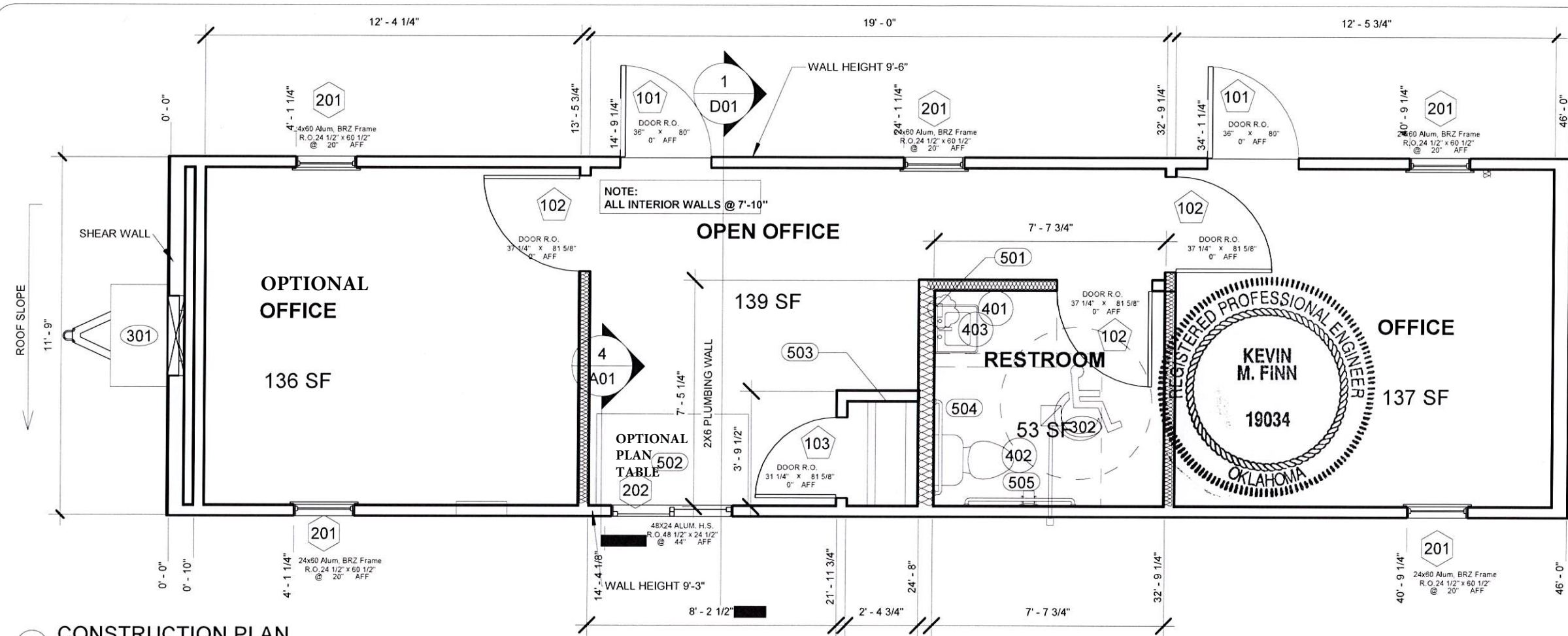
PROJECT TITLE:
11'-9" X 46' MOBILE OFFICE - BOXX

DRAWING TITLE:
COVER PAGE

PROJECT NO:
2017-06

SHEET NO:
A00

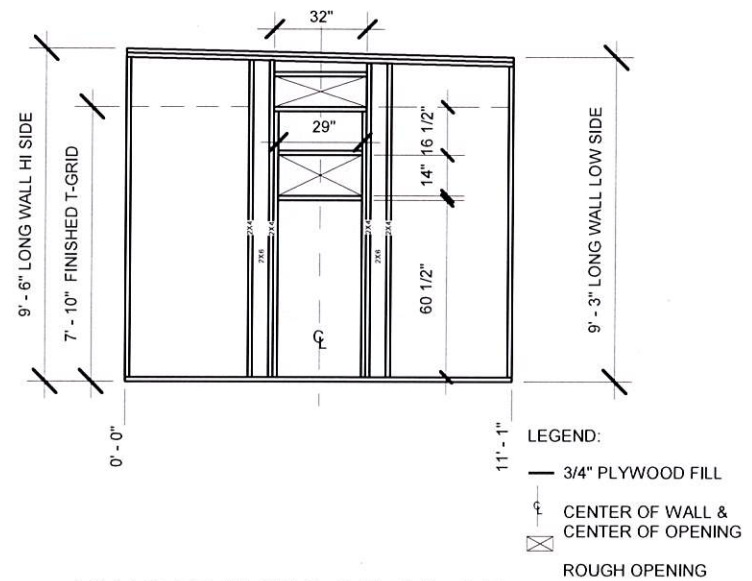
britco
BUILDING INNOVATION



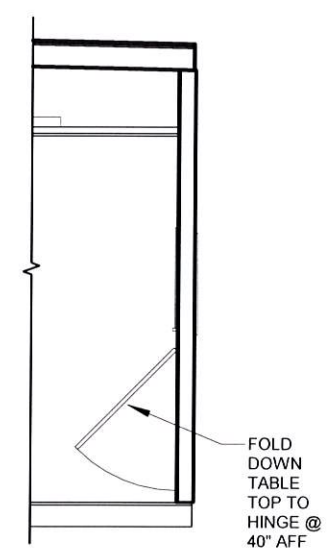
1 CONSTRUCTION PLAN
1/4" = 1'-0"

- NOTES:
1. ALL MEASUREMENTS ARE FROM RAW FRAMING MEMBER TO RAW FRAMING MEMBER, EXCEPT WHEN FINISHED I.D. IS CALLED OUT
 2. ALL EXTERIOR WALLS ARE DRAWN AT 3 1/2" ALL INTERIOR ARE DRAWN AS 3 1/2" UNLESS OTHERWISE NOTED.
 3. ALL DOOR JAMBS ARE 3" AWAY FROM WALL UNLESS OTHERWISE NOTED.
 4. EXTERIOR DOOR AND WINDOW HEADERS TO DBL 2X6
 5. WALL HEIGHT IS 7'-10" EXCEPT WHERE NOTED OTHERWISE

- R-11 INSULATION
- NOTES ON SHEAR WALLS:
- SHEAR WALLS TO BE SHEATHED FULL HEIGHT TO EXTERIOR SIDE UP TO BOTTOM OF RAFTERS
 - BLOCKING INSTALLED IF NOT CONTINUOUS
 - EXTERIOR OF SHEAR WALL TO BE COVERED WITH 7/16" LP SMART SIDE PANEL
 - INTERIOR OF SHEAR WALL, IF WITHIN A PLENUM, TO BE COVERED WITH 1/2" PLAIN GYPSUM.
 - INTERIOR OF SHEAR WALL, WITHOUT A PLENUM, TO BE COVERED WITH 1/2" VCG W/ MATCHING BATTENS



3 HVAC FRAMING DETAIL 3 Ton
3/16" = 1'-0"



4 TABLE DETAIL
1/4" = 1'-0"

DOOR EQUIPMENT SCHEDULE					
Mark	Count	Function	Model	Description	Hardware
101	2	Exterior	36x80	Elxir Door w/ 10x10 VP(SAFETY GLAZED)	(2) Keyed Lever (BRITCO master) (2) Heavy Duty Check Chain
102	3	Interior	36x80	6 Panel H.C. Door w/ Vinyl/Wrapped Jamb	(1) Privacy Lever (2) Passage Lever
103	1	Interior	30x80	6 Panel H.C. Door w/ Vinyl/Wrapped Jamb	(1) Passage Lever

WINDOW EQUIPMENT SCHEDULE			
Mark	Count	Model	Description
201	5	24"x60"	Aluminum V.S. Low-E w/Mini Blinds
202	1	48"x24"	Aluminum H.S. Low-E w/ Mini Blinds

MECHANICAL EQUIPMENT SCHEDULE			
Mark	Count	Model	Description
301	1	3 TON	3 Ton Wall Hung System w/ 10kW Heat
302	1	75cfm	Exhaust fan/Light combo

PLUMBING FIXTURE SCHEDULE			
Mark	Count	Model	Description
401	1		Wall hung lavatory with faucet
402	1		Standard water closet w/ tank, bowl, & elongated seat
403	1	SP35	InstaHot Point of Use Electric Tankless Water Heater

FURNITURE EQUIPMENT SCHEDULE			
Mark	Count	Model	Description
501	1	18x24	Frameless Mirror
502	1	36x60	Melamine Tabletop
503	1		Closet Rod with Wire Shelf
504	1		ADA Grab bar 36" on rear and 42" on side
505	1		Single-Roll Toilet Tissue Dispenser

Texas Industrialized Building Code Council

IBC ☒ IRC ☐

Approval Date: 1/9/18

APPROVED

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IHDRA- 7

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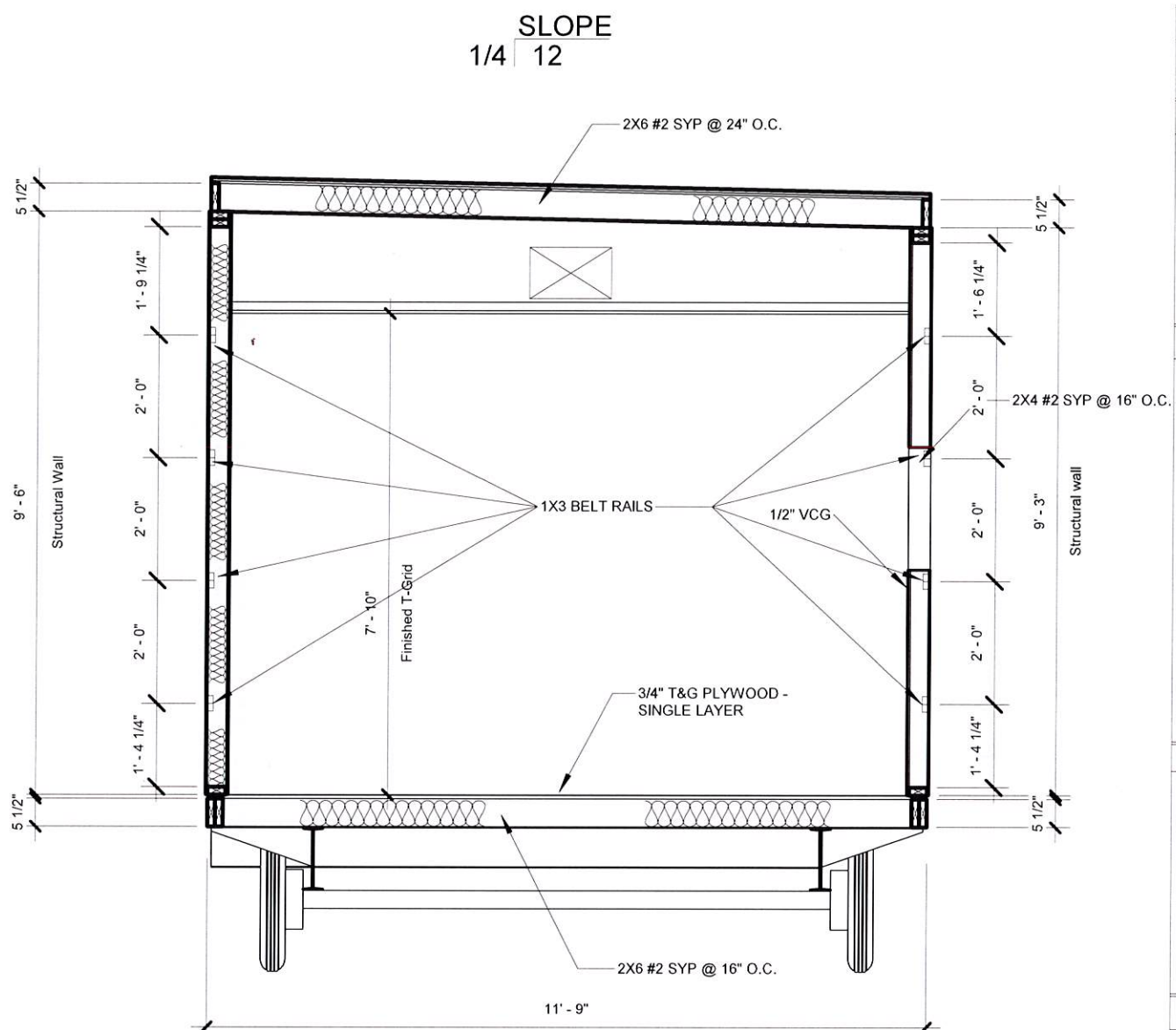
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Bid #:	714568	2	ISSUE FOR REVIEW	STR	08JAN18

PROJECT TITLE:	11'-9" X 46' MOBILE OFFICE - BOXX	
DRAWING TITLE:	CONSTRUCTION PAGE	PROJECT NO: 2017-06
		SHEET NO: A01





1 CROSS SECTION
3/8" = 1'-0"

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Approval Date:
1/9/18
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IHDRA-7



FRAME
• 12' X 50' (46' BOX) 12" - I-BEAM, 2BR - 1DR AXLES, REMOVABLE HITCH, 14 PLY TIRES

FLOOR CONSTRUCTION
• .040 MOBILE FLEX
• 2x6 #2 SYP @ 16" O.C. DOUBLE RIM JOIST
• R-22 UNFACED INSULATION
• 3/4" T&G PLYWOOD DECKING
• 12"X12"X1/8" ARMSTRONG TILE THROUGHOUT

EXTERIOR WALL
• 26 GA. R PANEL HIGH RIB SIDING
• 7/16" OSB TO SHEARWALLS ONLY
• 2 x 4 #2 SYP @ 16 O.C. TO LONG WALLS, 2X6 #2 SYP @ 16" O.C. TO SHEAR WALLS
• R-13 UNFACED INSULATION TO LONGWALLS, R-19 UNFACED INS. TO SHEAR WALLS
• DOUBLE TOP PLATE
• SINGLE BOTTOM PLATE
• 1/2" VCG WITH MATCHING BATTENS
• 4" VINYL COVE BASE TO R.R. ONLY VINYL/WRAPPED WOOD BASE THROUGHOUT
• FRP BEHIND AND BESIDE WET AREA
• BUILDING WRAP
• 1X3 BELT RAILS TO EXTERIOR SIDE OF LONGWALLS



INTERIOR WALLS
• 2 x 4 #2 SYP @ 16 O.C.
• DOUBLE TOP PLATE
• SINGLE BOTTOM PLATE
• 1/2" VCG WITH MATCHING BATTENS
• 4" VINYL COVE BASE TO R.R. ONLY VINYL/WRAPPED WOOD BASE THROUGHOUT
• FRP @ 48" BEHIND AND BESIDE WET AREA

ROOF CONSTRUCTION
• 2x6 #2 SYP @ 24" O.C.
• R-38 UNFACED INSULATION WITH NETTING
• 045 WHITE EPDM SINGLE PLY EPDM FULLY ADHESIVE AND INSTALLED PER ESR 1463 WITH ALUMINUM DRIP RAIL TO PERIMETER SR:0.64 3YR / TE:0.87 3YR
• 7/16" F/R DECK ROOF SHEATING INSTALLED PER ESR 1776
• 2x4 T-GRID SUSPENDED CEILING (GRIDSTONE TILES TO R.R.)
• HURRICANE STRAPPING PER CODE

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Tel. (254) 741-6701

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Bid #:	714568				

PROJECT TITLE:	11'-9" X 46' MOBILE OFFICE - BOXX
DRAWING TITLE:	CROSS SECTION
PROJECT NO:	2017-06
SHEET NO:	D01

britco
BUILDING INNOVATION

LP-01

100A, 120/240V, 1 DIA, 3w, 60Hz panelboard c/w 2p 100A Main Interior Flush Mount Panel 2"EMT
stub down incoming power

ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION	QTY.
	20A/125V CLASS 'A' GFCI RECEPTACLE	2
	20A/125V CLASS 'A' WEATHERPROOF GFCI RECEPTACLE	1
	20A/125V DUPLEX RECEPTACLE	11
	15A/125V SINGLE POLE SWITCH	0
	2x4 TROFFER LIGHT 3 BULB T-8	5
	PROGRAMMABLE HEAT/COOL THERMOSTAT	1
	BLANK JUNCTION BOX	4
	75 CFM FAN LIGHT COMBO W/ 60W BULB THROUGH ROOF	1
	60 WATT JELLY JAR PORCH LIGHT W/ MOTION SENSOR AND PHOTOCCELL	2
	INTERIOR MOUNT RECESSED POWER PANEL	1
	VACANCY SENSOR SWITCH w/MANUAL ON	4

STANDARD OUTLET MOUNTING HEIGHTS

HEIGHT IN INCHES TO BOTTOM OF BOX UNLESS OTHERWISE NOTED

ELECTRICAL BOX TYPE	MTG HT (AFF)	ELECTRICAL BOX TYPE	MTG HT (AFF)
WALL RECEPTACLE	16	PHONE	44
LIGHT SWITCH	44	TELE/DATA OUTLET	16
MICROWAVE RECEPT.	75	WATER HEATER	16
TV RECEPT. (TOP OF BOX)	60	EXTERIOR LIGHT	78
ANTENNA BOX	88	EXTERIOR RECEPT.	16
COMMON KITCHEN RECEPT.	44	WASHER	36
LOWER BUNK LIGHT TWIN/FULL	40	DRYER	36
UPPER BUNK LIGHT TWIN/FULL	83	THERMOSTAT - CENTERLINE	60
BUNK LIGHT DIMMER	38	OFFICE UPPER RECEPT.	38
STOVE	16	OFFICE LOWER RECEPT.	16
BEDROOM VALENCE LIGHT	60	VANITY GFI	38
DISHWASHER	XX	OFFICE DUPLEX	XX

CKT	LOAD NAME	QTY	AMPS	PHASE A	PHASE B
1,3	HVAC	1	41.67	41.67	41.67
2	LIGHTING	8	9.28	9.28	
4	WATER HEATER	1	11	12.0	
5	RECEPTACLE 1	2	3	3.0	
6	RECEPTACLE 2	2	3	3.0	
8	OFFICE 1 RECEPT 1	2	3		3.0
8	OFFICE 1 RECEPT 2	2	3		3.0
9	OFFICE 2 RECEPT 1	2	3	3.0	
10	OFFICE 2 RECEPT 2	2	3	3.0	
12	WP/GFCI	1	1.5		1.5

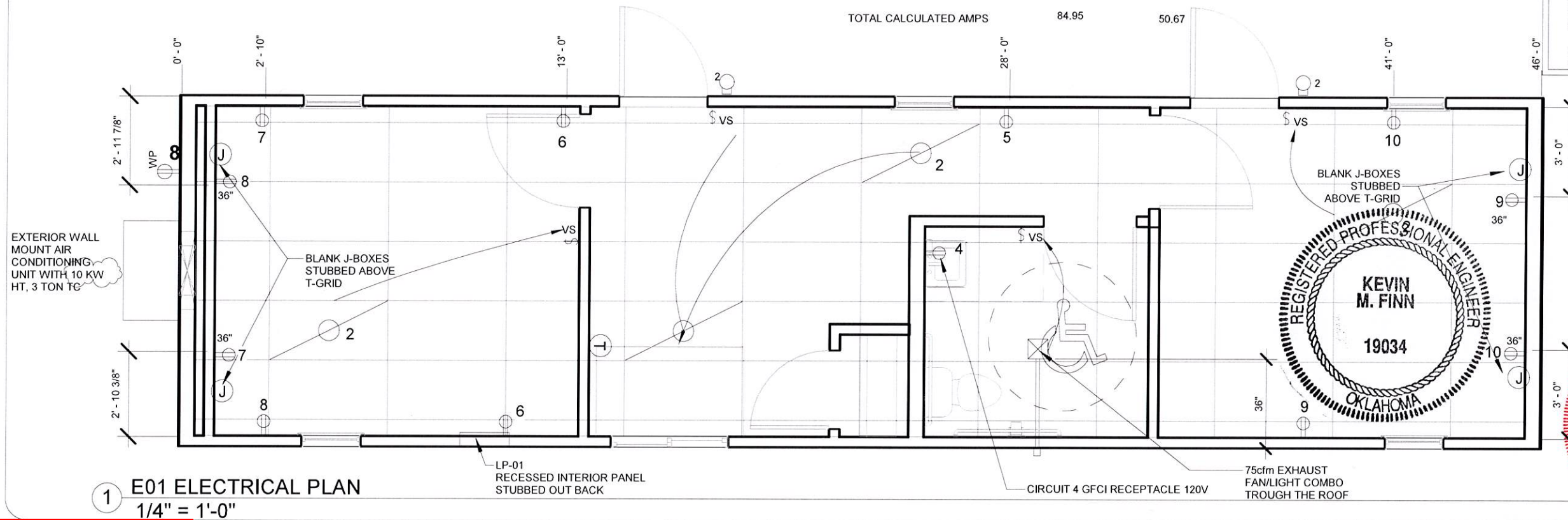
Circuit	Load Name	<Rating>/<Number of Poles>/	<Rating>/<Number of Poles>/	Load Name	Circuit
1	HVAC	60 A/2/	20 A/1/	Lighting	2
3	--	--	20A/1	2.5 EMAX W.H.	4
5	Receptacle 1	20 A/1/	20 A/1/	Receptacle 2	6
7	Office 1 Recept 1	20 A/1/	20 A/1/	Office 1 Recept 2	8
9	Office 2 Recept 1	20 A/1/	20 A/1/	Office 2 Recept 2	10
11			20 A/1/	WP/GFCI	12
13					14

NOTES:

1. WIRING METHOD TO BE MC CABLE, COPPER, HOME RUN TO BE EMT CONDUIT W/ COPPER WIRE, MINIMUM # 12AWG
2. BLANK SPACES IN PANEL MAY BE OMITTED TO MAKE US OF SMALLER PANELS. BREAKER SIZE AND QUANTITY SHALL REMAIN THE SAME.
3. ALL ELECTRICAL CONNECTIONS TO BE MOUNTED 14" AFF UNLESS OTHERWISE SPECIFIED. ALL HEIGHTS ARE MEASURED TO THE BOTTOM OF BOX.
4. TELE/DATA OUTLETS ARE TO HAVE A 3/4" FLEXIBLE CONDUIT STUBBED UP INTO THE CEILING SPACE UNLESS NOTED.
5. ALL CONDUIT TO CONTAIN AN INSULATED GROUND CONDUCTOR SIZED AS REQUIRED BY 2014 N.E.C., MINIMUM # 14 AWG.
6. ELECTRICAL INSTALLATION SHALL BE IN COMPLIANCE WITH 2014 N.E.C.
7. ALL WIRING IN RETURN AIR PLENUMS SHALL MEET RATING REQUIREMENTS OF 2014 N.E.C.
8. MOUNTING HEIGHTS FOR ALL WALL MOUNTED DEVICES SHALL BE FROM FLOOR TO BOTTOM OF DEVICE BOX

LOAD CALCULATION TOTAL COMPLEX

LP-1	
LIGHTING LOAD = 541-SQFT X 3.5 VA	1 892 VA
HEATING LOAD 1 @ 10kw =	10 000 VA
WATER HEATER =	1 440 VA
COMPLEX TOTAL LOAD =	13 332 VA
MINIMUM SERVICE SIZE	55.5A
13 332VA/240v	



E01 ELECTRICAL PLAN

1/4" = 1'-0"

Texas Industrialized
Building Code CouncilIBC ☒ ☐
Approval Date
1/9/18APPROVED
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IHdra- 7

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PROJECT TITLE:
11'-9" X 46' MOBILE OFFICE - BOXXDRAWING TITLE:
ELECTRICAL PLANPROJECT NO:
2017-06SHEET NO:
E01**britco**
BUILDING INNOVATION

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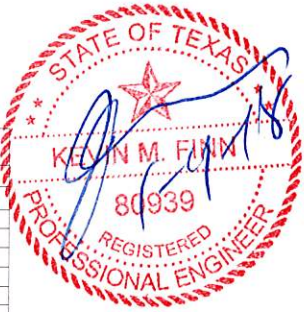
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1/9/18

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IHDRA- 7



DESCRIPTION	SPACING	FASTENER
MOBILE FLEX TO JOIST FLOOR, WALL, & ROOF	3" O.C. PERIMETER	16 GA. 1-1/4" X 1
JOIST TO PLATE 2X4	3 PER JOIST	3" X .131 FRAMING NAIL
JOIST TO PLATE 2X6	3 PER JOIST	3" X .131 FRAMING NAIL
JOIST TO PLATE 2X8	4 PER JOIST	3" X .131 FRAMING NAIL
JOIST TO PLATE 2X10	4 PER JOIST	3" X .131 FRAMING NAIL
JOIST TO PLATE 2X12	5 PER JOIST	3" X .131 FRAMING NAIL
DOUBLE RIM JOIST	4" O.C. STAGGERED	3" X .131 FRAMING NAIL
DOUBLE TOP PLATE	4" O.C. STAGGERED	3" X .131 FRAMING NAIL
3/8" OSB/PLYWOOD TO JOIST	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
7/16" OSB/PLYWOOD TO JOIST	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
7/16" OSB/PLYWOOD TO STUD (SHEAR WALLS)	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
1/2" OSB/PLYWOOD TO JOIST	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
5/8" T&G PLYWOOD TO JOIST	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
	16" O.C. ON EDGE 16" O.C. FIELD	#8 X 1-3/4" WOODSCREW
3/4" 5/8" T&G PLYWOOD TO JOIST	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
	16" O.C. ON EDGE 16" O.C. FIELD	#8 X 1-3/4" WOODSCREW
1/2" CDX TO JOIST	6" O.C. ON EDGE 12" O.C. FIELD	7/16" X 1-1/2" STAPLE
SMARTPANEL TO STUD	6" O.C. ON EDGE 12" O.C. FIELD	WIRE COIL NAIL 2-1/4" X .092
MESA SIDING TO STUD	BOTTOM, MIDDLE, TOP EVERY LOW PANEL	1-1/2" WOODGRIP SCREW
LOW RIB SIDING TO STUD	BOTTOM, MIDDLE, TOP EVERY LOW PANEL	1-1/2" WOODGRIP SCREW
7/16" FR DECKING TO JOIST	CONTINUOUS	HENKEL MB/44 ADHESIVE
	4" O.C. ON EDGE 8" O.C. FIELD	15 GA. 2-1/2" X 7/16" STAPLE
	16" O.C. ON EDGE 16" O.C. FIELD	#8 X 1-3/4" WOODSCREW
1/2" VCG	8" O.C. ON EDGE	7/16" X 1-1/2" STAPLE
	SOLID BEAD DOWN FIELD STUD	FOAM ADHESIVE
5/8" VCG	8" O.C. ON EDGE	7/16" X 1-1/2" STAPLE
	SOLID BEAD DOWN FIELD STUD	FOAM ADHESIVE
1/2" PLAIN GYPSUM	12" O.C. ON EDGE 12" O.C. FIELD	#6 X 1-5/8" DRYWALL SCREW
5/8" PLAIN GYPSUM	12" O.C. ON EDGE 12" O.C. FIELD	#6 X 1-5/8" DRYWALL SCREW
WALL TO FLOOR	48" O.C.	5/16" X 5" LAG W/ WASHER
	2 PER FRAMING CELL	3" X .131 FRAMING NAIL
WALL TO FLOOR (SHEAR WALLS)	48" O.C.	(2) - 5/16" X 5" LAG W/ WASHER
	2 PER FRAMING CELL	3" X .131 FRAMING NAIL
WALL TO WALL	24" O.C.	5/16" X 3" LAG W/ WASHER
	12" O.C.	3" X .131 FRAMING NAIL
WALL TO ROOF	48" O.C.	5/16" X 5" LAG W/ WASHER
	2 PER FRAMING CELL	3" X .131 FRAMING NAIL
WALL TO ROOF (SHEAR WALLS)	48" O.C.	(2) - 5/16" X 5" LAG W/ WASHER
	2 PER FRAMING CELL	3" X .131 FRAMING NAIL
HURRICANE STRAP TO WALL PLATE CHORD TO SPLICE	SEE F02	1.496" FAB38V5
2X4	CENTERED AT SPLICE	3X5 MITEK TRUSS PLATE
2X6	CENTERED AT SPLICE	3X5 MITEK TRUSS PLATE
2X8	CENTERED AT SPLICE	5X6 MITEK TRUSS PLATE
2X10	CENTERED AT SPLICE	5X6 MITEK TRUSS PLATE
2X12	CENTERED AT SPLICE	5X6 MITEK TRUSS PLATE
OUTRIGGER TO JOIST	EVERY OUTRIGGER	1-3/8" X 3" LAG BOLT W/ WASHER
FLOOR SILL TO FRAME	1 PER CORNER OF BUILDING	1-3/8" X 10" CARRIAGE BOLT
JOIST TO FRAME	EVERY 48" LENGTH OF BUILDING	1-3/8" X 10" UBOLT
HEADER DESCRIPTION	MATERIAL	
0-4' ROUGH OPENING	2 - 2X4 #2 SYP SANDWICH W/ 1/2" PLYWOOD	
	2 - 2X4 #2 SYP JACK STUD	
	2 - 2X4 #2 SYP KING STUDS	
4'-6' ROUGH OPENING	2 - 2X6 #2 SYP SANDWICH W/ 1/2" PLYWOOD	
	2 - 2X4 #2 SYP JACK STUD	
	2 - 2X4 #2 SYP KING STUDS	

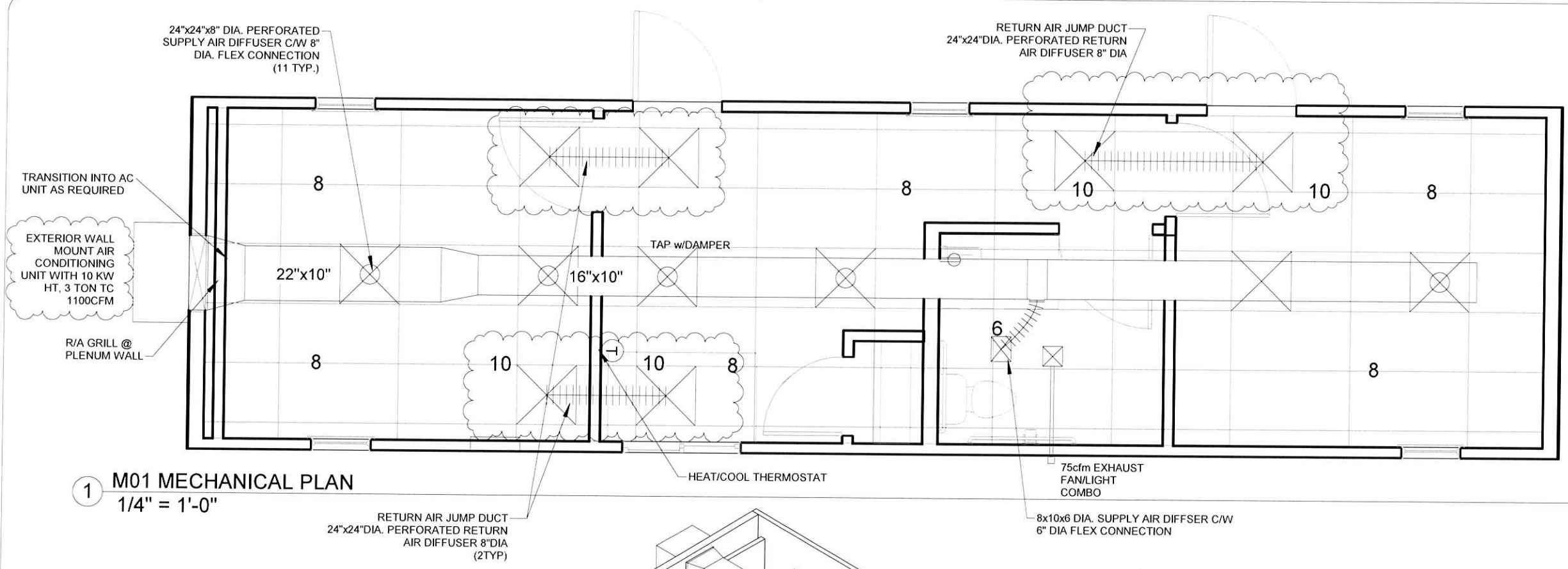


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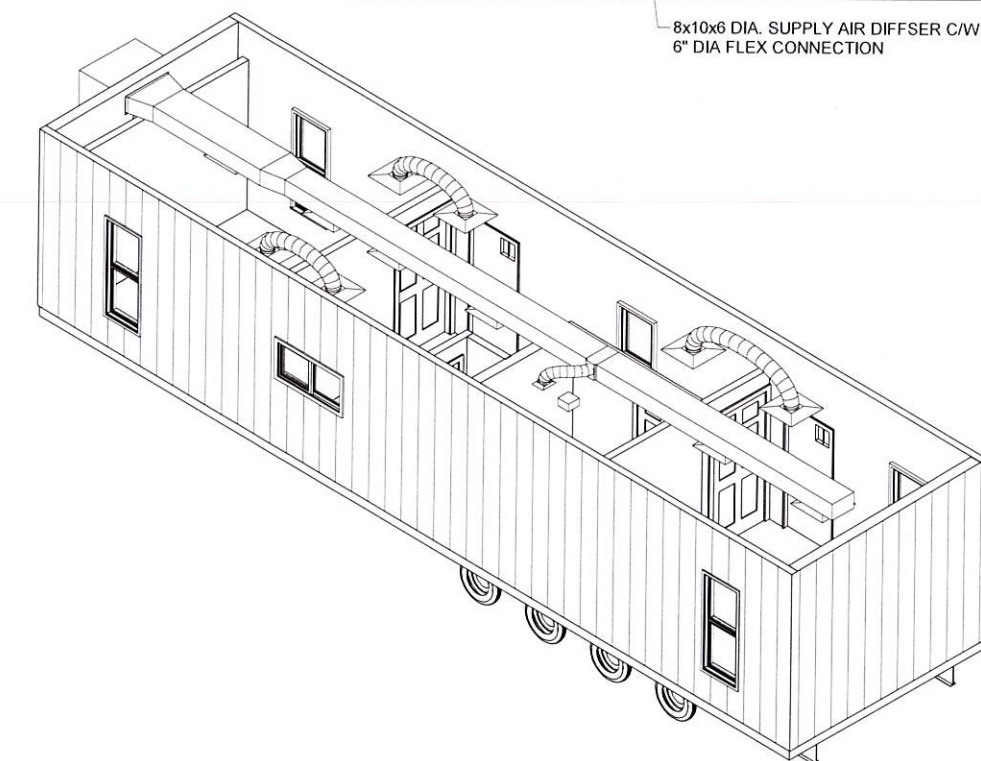
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PROJECT TITLE:	11'-9" X 46' MOBILE OFFICE - BOXX	
DRAWING TITLE:	PROJECT NO:	SHEET NO:
FASTENING SCHEDULE	2017-06	F01



1 M01 MECHANICAL PLAN
1/4" = 1'-0"



Texas Industrialized Building Code Council

IBC ☒ IRC ☐

Approval Date: 1/9/18

APPROVED

PFS CORPORATION

IHDRA- 7



OUTDOOR AIRFLOW RATE
PER 403.3.1.1 OF 2015 IMC
 $V_{bz} = R_p(P_z) + R_a A_z$
 $V_{bz} = 5(6) + .06(658)$
 $V_b = 69.48$



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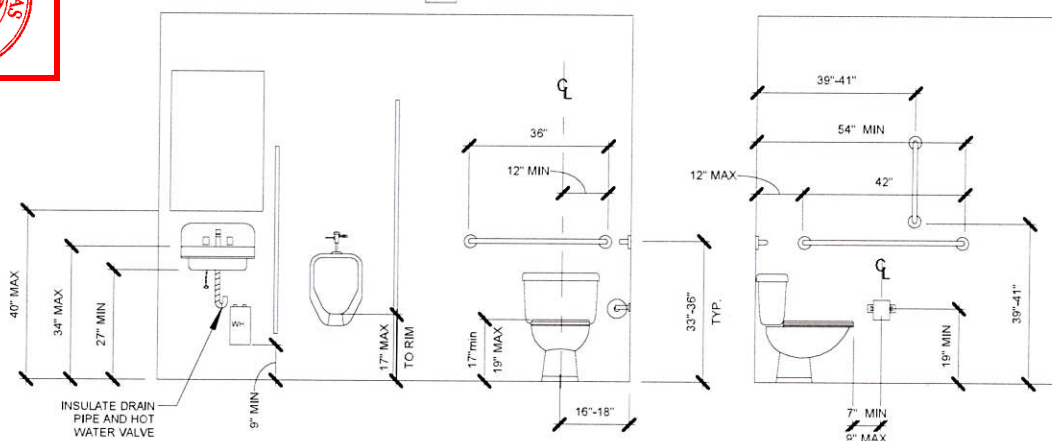
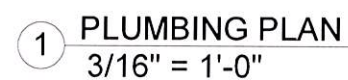
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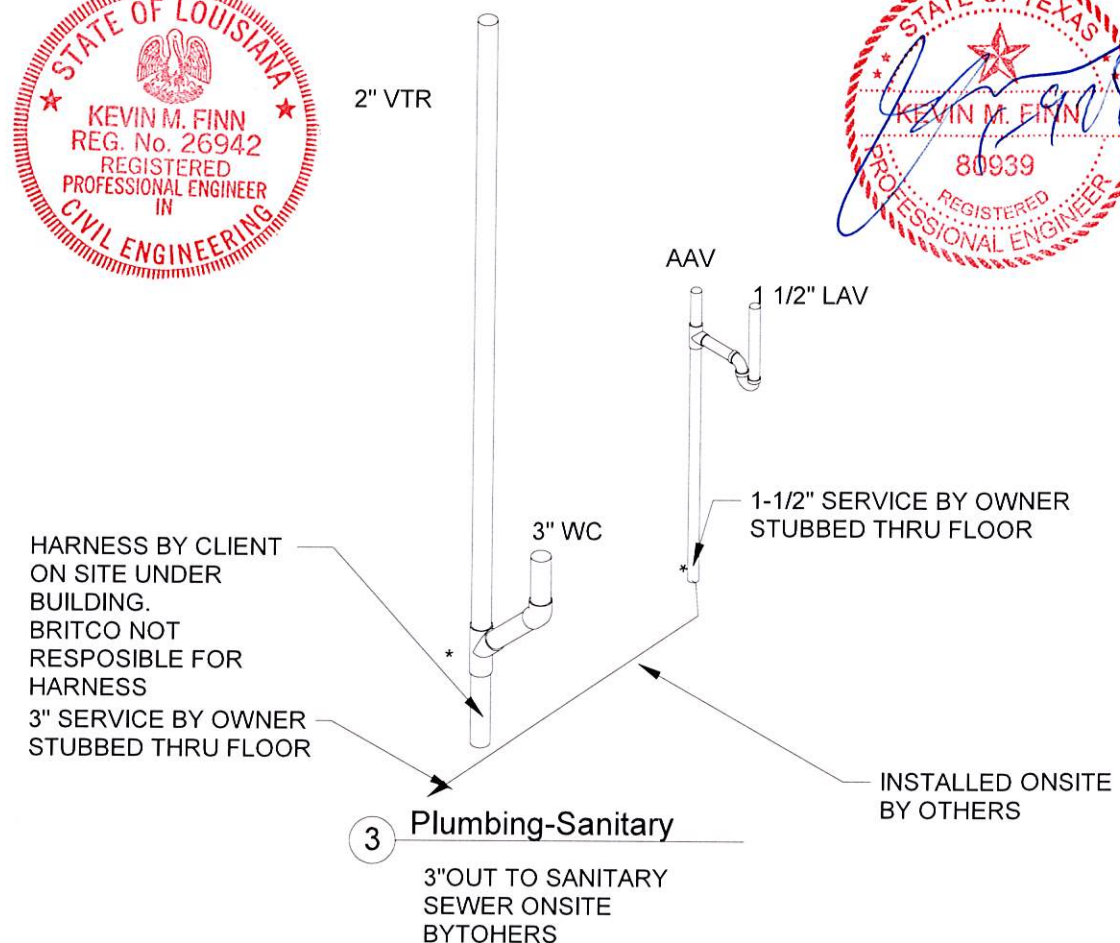
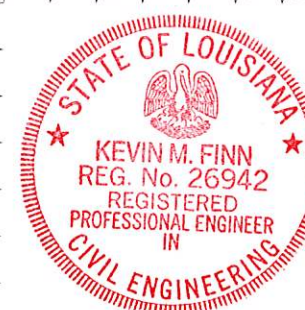
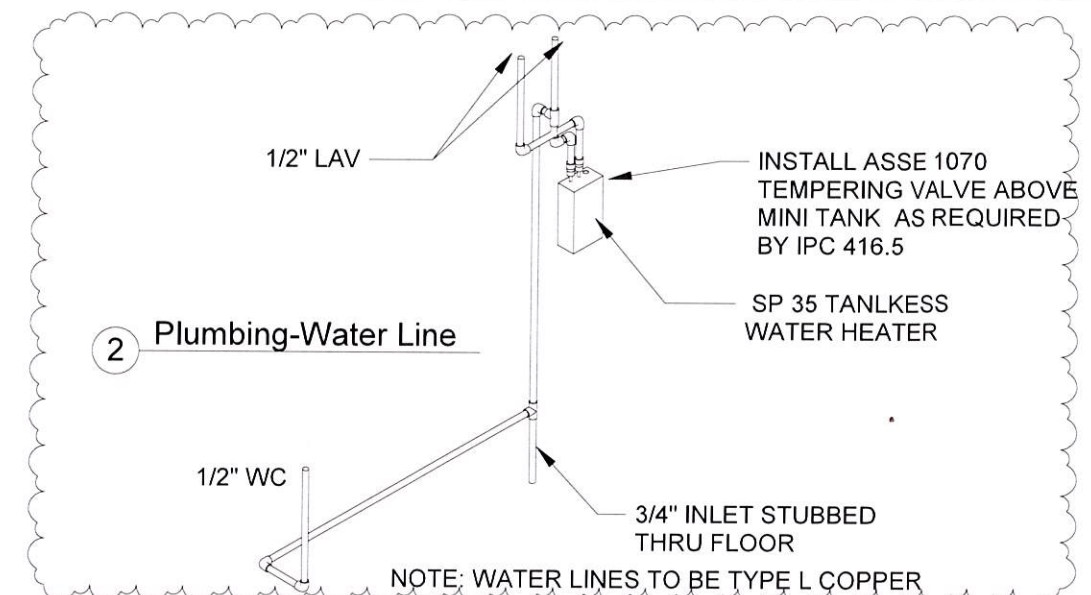
PROJECT TITLE:	11'-9" X 46' MOBILE OFFICE - BOXX	
DRAWING TITLE:	MECHANICAL PLAN	
PROJECT NO:	2017-06	SHEET NO: M01

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BUILDING INNOVATION



4 GRAB BAR DETAIL
1/4" = 1'-0"







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

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

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SWIM TEAM, INC. FOR A PRIVATE RECREATION CLUB BY PERMITTING THE REPAIR AND MOVEMENT OF SMALL OFFICE BUILDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION; AND PROVIDING A SEVERABILITY CLAUSE, A SAVING CLAUSE, AND AN EFFECTIVE DATE.

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

Date: Tuesday, November 12, 2024

Time: 7:00 p.m.

Location: Council Chambers

Spring Valley Village City Hall

1025 Campbell Road

Houston, TX 77055

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

Date: Tuesday, November 19, 2024

Time: 6:00 p.m.

Location: Council Chambers

Spring Valley Village City Hall

1025 Campbell Road

Houston, TX 77055

For additional information regarding these public hearings, please contact the Development Services Manager, Jose Gomez, at (713) 514-7914.

COMMERCIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

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

Property owners/applicants may use any sign company to meet zoning change sign criteria. To order zoning signs, the applicant should contact a sign company concerning sign creation and installation in the Building Official designated location(s).

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

ADHERE TO THE FOLLOWING INSTRUCTIONS:

SIGNS DESIGN

- The sign shall be constructed in accordance with the City's design standards for zoning signs.
- Signs shall be a minimum of four (4) feet by four (4) feet.
- Must be two (2) sided ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
- Lettering shall be on both sides of the sign.
- Metal or wood posts shall be used.
- Must include the City of Spring Valley Village official logo with a minimum size of one (1) foot.
- Capital letters on that sign shall be no smaller than three (3) inches tall using the Bold Arial font style.
- The signs shall comply with the layout and dimensions on the attached Zoning Sign Design Diagram.

PLACEMENT

- One (1) sign shall be erected by the applicant adjacent to each street frontage on the property that is the subject of the application and for each two hundred feet (200') of frontage along a street with a maximum of three (3) signs required per street frontage.
- Signs shall be placed in a location on private property and clearly visible from all streets adjacent to the property included in the application.
- Where land does not have frontage on a public street, signs shall be posted on the nearest

public street with a notation indicating the location of the land subject to the application.

- Signs shall be no greater than twenty (20) feet from the property line and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Building Official or his/her designee.
- Signs shall be placed perpendicular to the roadway to ensure they are readable from both sides.
- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

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

REMOVAL OF SIGNS

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

Preparer's Name: LUNDA KUTAC Preparer's Signature: [Signature]

NOTE: Violations of the sign ordinance will result in fines to the property owner and will delay the requested zoning case. Failure to remove zoning signs per the sign ordinance will result in a citation of \$500 per sign/per day until removed.

**AFFIDAVIT OF SIGN POSTING**

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: NOV. 12, 2024

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

1006 VOSS RD, HOUSTON, TX

Said sign(s) meet the specifications of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Posting of said signs was accomplished on NOV. 12, 2024 10-31-2024 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along VOSS ROAD

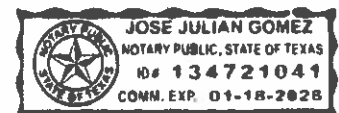
I further certify that this affidavit was filed with the Building Department of the City of Spring Valley Village within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

Executed this date: 10-31-24Printed Name of Applicant or Authorized Representative for Zoning Case No. LINDA KUTACSignature of Applicant or Authorized Representative for Zoning Case No. [Signature]Sworn and subscribed before me on this date: 10-31-24

Notary Public

[Signature] Jose J Gomez

(Seal)



PLEASE NOTE: Failure to post the notification sign(s) on the property by the close of business (4:30 pm) fourteen (14) days prior Planning and Zoning Commission public hearing shall result in the postponement of consideration by the Commission.

STAFF USE ONLY:Date/Time submitted: 10/31/24 10:30 AM Verified by: [Signature]

**AFFIDAVIT OF ZONING CHANGE NOTIFICATION SIGN MAINTENANCE**

(Re)Zoning Case No. _____

Date of City Council Meeting: NOV 12, 2024

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

1006 VOSS ROAD, HOUSTON, TX

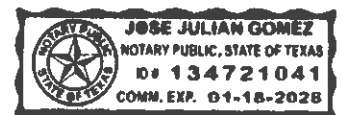
Said sign(s) have been maintained in a manner consistent with the requirements contained in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

I further certify that this affidavit was filed with the Building Department of the City on date 10-31-24 within the time provisions of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village.

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

Executed this date: 10-31-24Printed Name of Applicant or Authorized Representative for Zoning Case No. LINDA KUTACSignature of Applicant or Authorized Representative for Zoning Case No. [Signature]Sworn and subscribed before me on this date: 10/31/2024Notary Public [Signature] Jose J Gomez

(Seal)



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

FOR STAFF USE ONLY:Date/Time submitted: 10/31/24 10:30 AM Verified by: [Signature]

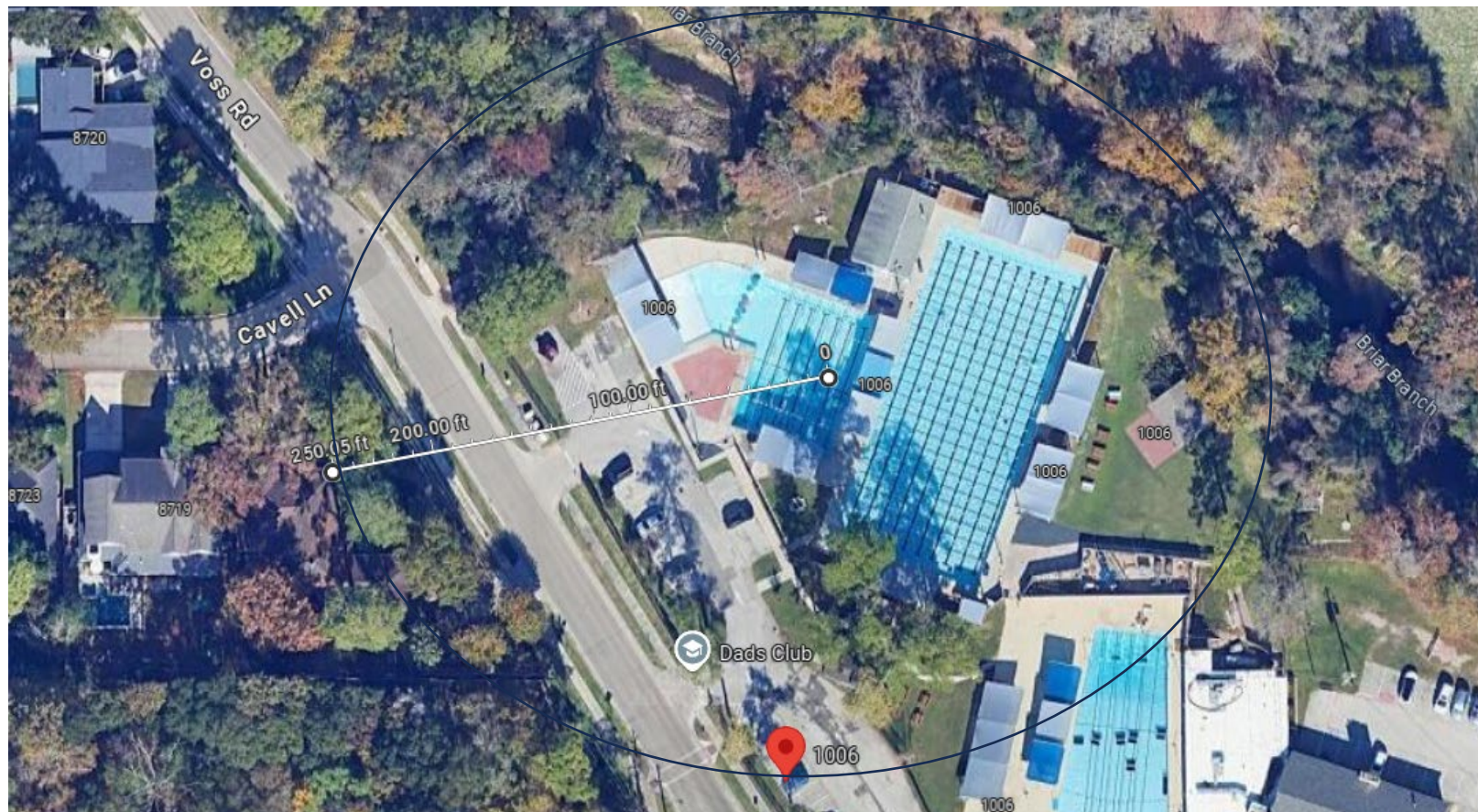


CITY OF SPRING VALLEY VILLAGE

ZONING SIGNAGE CRITERIA SUBMITTAL PACKET

(Planning & Zoning Commission)

SPRING VALLEY VILLAGE 1025 CAMPBELL ROAD HOUSTON, TEXAS 77055



Current Owner / Resident 8723 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8807 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8720 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8731 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8727 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8723 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8719 Cavell Ln Houston, TX 77055		
Current Owner / Resident 8715 Cavell Ln Houston, TX 77055		
Current Owner / Resident 1055 Bingle Rd Houston, TX 77055		



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONDUCT A PUBLIC HEARING CONCERNING ORDINANCES RELATED TO CHAPTER 12 ZONING: a. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION. b. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION. c. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY CHANGING

THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; REMOVING SECTION 5:02.03.09.03.05 OF SECTION 05:02.03, SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT "A"; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

1. Presentation of Proposed Amendments
2. Those In Favor
3. Those Opposed
4. Adjourn Public Hearing

BACKGROUND:**ATTACHMENTS:** None**FUNDING:**

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: No action required during the public hearing.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING ORDINANCES RELATING TO CHAPTER 12 ZONING: a. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION. b. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION. c. ORDINANCE NO. 2025-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING,

OF THE CITY'S CODE OF ORDINANCES BY CHANGING THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; REMOVING SECTION 5:02.03.09.03.05 OF SECTION 05:02.03, SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT "A"; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

BACKGROUND:

This ordinance proposes amendments to the code of Ordinances: Chapter 12, Planning and Zoning Ordinances, based on multiple discussions and meetings with the Planning and Zoning Commission. The proposed amendments are generally as follow:

Section 3, Definitions, Gates, and Section 11

Fences. Concerns were raised about access from the rear or side of residential properties to adjacent public rights-of-way (ROW).

- **Proposed Amendment:** Adds a definition for "gate", and prohibits ingress/egress from private property directly on to the city's ROW.

Section 5, 05:02.13. Free-standing equipment. Current setback regulations restrict homeowners from placing freestanding mechanical equipment (e.g., air conditioning

units, generators) within 4 feet of the property line. This limitation may cause difficulties in smaller lots where space is already constrained, limiting the homeowner's ability to install certain mechanical equipment.

- **Proposed Amendment:** The proposed ordinance reduces the setback requirement for freestanding mechanical equipment from four feet to two feet, or the minimum stated in the manufacturer's specifications, whichever is greater.

Section 8,08:01.06 Non-Conforming Buildings and Structure and 08:0108 determination of replacement

value: There has been some confusion on how the fifty (50) percent modification rule is calculated in preexisting structures. This is typically a problem with remodeling older homes in the city.

- **Proposed Amendment:** The proposed amendment aims to clarify how the enlargement and alteration of structures, including accessory buildings, should be measured, replacing the percentage-based rule with a more straightforward calculation based on square footage that will be used to calculate the areas altered, remodeled, improved or otherwise, changes to a structure that increases the square footage. The amendment also includes the removal of the exception to the expansion of nonconformity and amending the same by adding provisions related to restrictions to enlargements or alterations. This will also include pools, fences, and mechanical equipment. Furthermore, added a definition for calculated square footage, amended the 12-month benchmark period for cumulative remodeling or modification work to a structure to the life of the structure, and remove 5:02.03.09.03.05 from section 05:02.03 size and area requirements of section five building and use restrictions in dwelling district "A."

ATTACHMENTS:

ORD -- CH 12 Zoning - Gates (Section 3 and 11) - 1.21.25,
ORD -- CH 12 Zoning - FreeStanding Mechanical Equipment
- 12.4.24, ORD -- CH 12 Zoning - Nonconforming - 1.21.25,
NOTICE OF PUBLIC HEARING JAN 2025, Section 3 Gates -

--Section 11 Fences Voting Form, Section 5 Voting Form,
Section 8 Voting Form

FUNDING:

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

At their meeting on January 14, 2025, the Planning and Zoning Commission recommended the adoption of the following individual amendments to the code of ordinances. Staff concurs with the recommendation.

Approval of the amendments must be taken individually.

CITY OF SPRING VALLEY VILLAGE
HARRIS COUNTY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it to be in the best interest of the health, safety and welfare of the citizens to amend the zoning regulations of the City in the manner provided for herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on the proposed amendments to the City's Zoning Ordinance; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now deems it appropriate to adopt the amendments and to approve certain changes as an amendment to the City's Zoning Ordinance as provided herein;

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

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

Section 2. The City's Zoning Ordinance is hereby amended by adding Section 03:G-01 Gate in Section 3, Definitions, of Chapter 12, Planning and Zoning as underlined below, and renumbering the remaining sections:

"03:G-01 Gate: A gate is a barrier, whether hinged or on rails or attached by any other means, used to close a means of ingress and/or egress in a wall, fence, or hedge as defined by 11:01.02."

Section 3. The City's Zoning Ordinance is hereby amended by adding Section 11:01.11 Gates to Section 11:01, Fences, in Section Eleven, of Chapter 12, Planning and Zoning, the language underlined below:

“11:01.11 Gates:

11:01.11.01 Height and Material:

A gate may be no taller than the fence or wall at the same location. A gate may be made of the same material as allowed for fences in Section 11.

11:01:11.02 Certain Egress Restricted:

- (1) No gate shall be able to overhang or allow for ingress and/or egress over or onto public right of way.
- (2) Nothing in this section shall be construed to limit the City from creating ingress and/or egress points across public property lines.
- (3) Nothing in this section shall be construed to limit private arrangements for ingress and/or egress points across private property lines.”

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

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

PASSED, APPROVED, AND ORDAINED this the _____ day of _____, 20__.

FOR THE CITY

MARCUS VAJDOS, MAYOR

ATTEST:

JASMIN TORRES, CITY SECRETARY

CITY OF SPRING VALLEY VILLAGE
HARRIS COUNTY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it to be in the best interest of the health, safety and welfare of the citizens to amend the zoning regulations of the City in the manner provided for herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on the proposed amendments to the City's Zoning Ordinance; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now deems it appropriate to adopt the amendments and to approve certain changes as an amendment to the City's Zoning Ordinance as provided herein;

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

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

Section 2. The City's Zoning Ordinance is hereby amended by adding to and striking from Section 05:02.13 Placement of Free-Standing Mechanical Equipment in Section 5, Building and Use Restrictions in Dwelling District A, of Chapter 12, Planning and Zoning as underlined and strikethrough below:

"05:02.13 Placement of Free-Standing Mechanical Equipment:

Free-standing mechanical equipment shall not be placed closer than four (4) feet to the property line than the greater of two (2) feet, the manufacturer's recommendations for the model of the mechanical equipment, the National Fire Protection Association Codes and Standards, or any relevant codes, as amended, published by the International Code Council and adopted by the City."

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

PASSED, APPROVED, AND ORDAINED this the _____ day of _____, 20__.

FOR THE CITY

MARCUS VAJDOS, MAYOR

ATTEST:

JASMIN TORRES, CITY SECRETARY

CITY OF SPRING VALLEY VILLAGE
HARRIS COUNTY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY CHANGING THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; REMOVING SECTION 5:02.03.09.03.05 OF SECTION 05:02.03, SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT "A"; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

WHEREAS, the City Council of the City of Spring Valley Village, Texas finds it to be in the best interest of the health, safety and welfare of the citizens to amend the zoning regulations of the City in the manner provided for herein; and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, a public hearing on the proposed amendments to the City's Zoning Ordinance; and

WHEREAS, the City Council has considered the report of the Commission; and

WHEREAS, the City Council now deems it appropriate to adopt the amendments and to approve certain changes as an amendment to the City's Zoning Ordinance as provided herein;

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

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

Section 2. The City's Zoning Ordinance is hereby amended to change the means of calculating the affected area by adding to and striking from Section 08:01.05 Nonconforming use of Buildings in Section 8, Non-Conforming Buildings and Structures, Lots, and Uses, of Chapter 12, Planning and Zoning as underlined and strikethrough below:

“08:01.05 Nonconforming use of buildings.

The nonconforming use of a building which use was in lawful existence on the effective date of this chapter or any applicable amendment hereto may be continued, subject to the following conditions and limitations:

.01 Voluntary cessation or removal. If a nonconforming use of a building is voluntarily ceased or removed, the future use of such building and premises must conform with the provisions of this chapter.

.02 Discontinuance. If a nonconforming use of a building is discontinued for a continuous period of one year, further use of such building and premises must conform with the provisions of this chapter.

.03 Change of use. If a nonconforming use of a building is changed to a conforming use, it may not thereafter be changed back to a nonconforming use.

.04 Obsolescence or destruction of building. If the building in which a nonconforming use was in lawful existence on the effective date of this chapter, or any applicable amendment hereto, becomes obsolete or is totally destroyed by fire or other force or means, such use shall not be extended or continued on the premises and such building shall not be rebuilt except in conformity with the provisions hereof and for a use permitted in the district in which it is located. In the event such building is partially destroyed by fire or other force or means in excess of 50 percent or more of its Calculated Square Footage ~~replacement value~~ at the time of its partial destruction, it shall not be restored, rebuilt, or repaired unless it is made to conform to the regulations of the district in which it is situated and it and the premises upon which it is located are changed to a permitted use in such district. ”

Section 3. The City's Zoning Ordinance is hereby amended to update the means to calculate the affected areas and to remove the exception to the expansion of nonconformity by adding to and striking from Section 08:01.06 Nonconforming use of Buildings in Section 8, Non-Conforming Buildings and Structures, Lots, and Uses, of Chapter 12, Planning and Zoning as underlined and strikethrough below:

“08:01.06 Nonconforming buildings and structures.

A building or structure lawfully existing on the effective date of this chapter or any applicable amendment hereto, which is made nonconforming by the provisions of this chapter for the reason that it could not be built under the terms hereof because of restrictions set forth herein relating to building area, lot coverage, height, yards, setback requirements, its location on the lot, or other requirements

pertaining to buildings and structures, it may be continued as long as it remains otherwise lawful, subject to the following limitations and conditions:

.01 Enlargement or alteration. ~~Except as provided by 05:02.03.09.03.05, a~~ A nonconforming building or structure may not be enlarged or altered in a manner that increases its nonconformity; however, a building or structure may be altered to decrease its nonconformity.

.01. Further, a nonconforming single family dwelling in Residential District A may be enlarged or altered in a manner under the code as adopted at the time of the enlargement or alteration that does not increase its nonconformity provided that the enlargement or alteration and any prior enlargements or alterations, whether permitted or not, shall not exceed 50 percent or more of ~~either the floor area or the size~~ Calculated Square Footage of the dwelling as the dwelling was originally constructed.

.02. Provided, however, if any portion of the single family dwelling in Residential District A does not meet a minimum side setback of five feet or rear setback of ten feet, then no enlargement or alteration shall be permitted that adds Calculated Square Footage to the structure until such time as the nonconforming portion of the structure is brought into conformity under the code as adopted at the time of the proposed enlargement or alteration.

.02 Destruction of building and structures.

.01. In the event a nonconforming building or structure or the nonconforming portion thereof is destroyed by any force or means to the extent of more than 50 percent of its Calculated Square Footage ~~replacement cost~~ at the time of such destruction, it shall not be reconstructed except in conformity with the provisions of this chapter.

.02. Provided, however, that, except as limited by subsections 08.01.06.02.03, ~~and .04,~~ and .05 below, if a dwelling or garage in Residential District A is destroyed by accident, by illegal destruction by persons other than the owner, or by an act of God, then the nonconforming dwelling or garage may be rebuilt in accordance with the setbacks for the original dwelling or garage;

.03. Provided, further, that if a new foundation is constructed or required for a dwelling or garage destroyed by accident, by illegal destruction by persons other than the owner, or by an act of God, then the new foundation and the dwelling or garage shall not be reconstructed except in conformity with the provisions of this chapter; and

.04. Provided, further, that no portion of a nonconforming dwelling may be enlarged if the dwelling is located less than five feet from the side property line or less than ten feet from the rear property line; and

.05. Provided, further, that no nonconforming detached garage may be enlarged or attached to a dwelling if the garage is located less than five feet from the side property line or less than ten feet from the rear property line.

.03 Moved or relocated. Should any such nonconforming building or structure be relocated or moved any distance whatever for any reason, it shall thereafter be made to conform to the regulations of the district in which it is relocated or to which it is moved.

.04 Accessory buildings or structures.

- .01. Except as provided by Subsection 08.01.06.02 above, a nonconforming accessory building or structure, to include fences and mechanical equipment that are out of compliance with current codes and regulations, shall be removed or made to conform if (i) the main building on the lot upon which such nonconforming building or structure is located is damaged, altered or destroyed to the extent of more than 50 percent of its ~~replacement value~~ Calculated Square Footage, ~~at the time of such damage or destruction,~~ and (ii) the value of the nonconforming accessory building or structure does not exceed ten percent of the replacement value of the main building. ~~Provided further, if the cumulative value of all nonconforming accessory buildings and structures exceeds 25 percent of the replacement value of the main building, only those nonconforming buildings having a cumulative replacement value of less than 25 percent of such replacement value shall be made to conform, calculated with the nonconforming accessory building or structure having the lowest replacement value first and that with the highest replacement value last.~~
- .02. No nonconforming accessory building or structure, specifically to include garage, may be enlarged or attached to a dwelling if the accessory building or structure is located less than five feet from the side property line or less than ten feet from the rear property line.

.05 Non-Permitted Alterations. Nothing in this section shall be construed to allow the granting of nonconforming status to any alterations, additions, remodels, improvements or otherwise, whether it increases the Calculated Square Footage or not, that were done without proper permitting."

Section 4. The City's Zoning Ordinance is hereby amended to update the means to calculate the affected areas by renaming Section 08:01.08 and adding to and striking from the same in Section 8, Non-Conforming Buildings and Structures, Lots, and Uses, of Chapter 12, Planning and Zoning as underlined and strikethrough below:

"08:01.08 Determination of ~~replacement value~~ Calculated Square Footage.

- .01. For the purposes of determining ~~replacement value~~ Calculated Square Footage of a structure under this chapter, the building official shall ~~determine a replacement cost per square foot of applicable and comparable structures using indices based upon the local construction market, provided, however, that the replacement value may not be less than the value submitted on the permit application~~ calculate the areas altered, remodeled, improved or otherwise changed to a structure that increases the square footage. The areas described in Section 08:01.07 shall not be included in this calculation.
- .02. Provided further, in determining the increase in ~~replacement value~~ Calculated Square Footage of a structure being renovated, remodeled or restored, sequential projects shall not be permitted to avoid compliance with the provisions of this chapter. The percent increase in ~~replacement value~~ Calculated Square Footage benchmark shall be cumulative of all remodeling or modification work to a structure ~~within any consecutive 12-month period for the life of the structure."~~

Section 5. The City’s Zoning Ordinance is hereby amended to remove language related to an exception to a side building setback line by removing in its entirety Section 05:02.03.09.03.05, An Exception to the side setback for pre-existing dwelling and pre-existing garages, of Section 05:02.03 Size and Area Requirements, to Section Five, Building and Use Restrictions in Dwelling District “A”.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

PASSED, APPROVED, AND ORDAINED this the _____ day of _____, 20__.

FOR THE CITY

MARCUS VAJDOS, MAYOR

ATTEST:

JASMIN TORRES, CITY SECRETARY

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

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

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY ADDING A DEFINITION OF GATE; RENUMBERING OTHER PROVISIONS IN SECTION 3, DEFINITIONS, TO CHAPTER 12, PLANNING AND ZONING; ADDING SECTION 11:01.11. GATES TO PROVIDE FOR HEIGHT AND EGRESS PROVISIONS TO SECTION 11 FENCES, OF CHAPTER 12, PLANNING AND ZONING; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 5, BUILDING AND USE RESTRICTIONS IN DWELLING DISTRICT A, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 5:02.13 PLACEMENT OF FREE-STANDING MECHANICAL EQUIPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF SECTION 8, NON-CONFORMING BUILDINGS AND STRUCTURES, LOTS, AND USES, OF CHAPTER 12, PLANNING AND ZONING, OF THE CITY'S CODE OF ORDINANCES BY CHANGING THE MEANS TO CALCULATE THE AFFECTED AREAS OF CHANGE TO A STRUCTURE FROM REPLACEMENT VALUE TO CALCULATED SQUARE FOOTAGE; AMENDING SECTION 08:01.06, NONCONFORMING BUILDINGS AND STRUCTURES, BY REMOVING THE EXCEPTION TO EXPANSION OF A NONCONFORMITY; AMENDING THE SAME BY ADDING PROVISIONS RELATED TO RESTRICTIONS TO ENLARGEMENTS OR ALTERATIONS; AMENDING THE SAME TO INCLUDE POOLS, FENCES, AND MECHANICAL EQUIPMENT AS AN ACCESSORY STRUCTURE; AMENDING THE SAME BY ADDING A PROVISION RELATED TO NON-PERMITTED ALTERATIONS; AMENDING SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITION OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY WITH EACH DAY CONSTITUTING A NEW VIOLATION.

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

Date: Tuesday, January 14, 2025

Time: 7:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

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

Date: Tuesday, January 28, 2025

Time: 6:00 p.m.

Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Development Services Manager, Jose Gomez, at (713) 514-7914.



**PLANNING & ZONING COMMISSION
VOTING FORM**

DATE: JANUARY 14, 2025

AGENDA ITEM #4.2:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposed Amendments to the City of Spring Valley Village Code of Ordinances: Chapter 12. Planning and Zoning:

a. Section 3. Definitions, Gates

b. Section 11 Fences

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
JARRAD BOURGER					
TREY HOFFMAN					
PATRICK JOHNSON					
BRAD JONES					
JERRY KENT		X			
ANNE-MARIE MCMICHAEL	X				
NATHAN CARROLL, ALTERNATE					

MOTION CARRIED 7

MOTION DENIED 0



**TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION**



SPRING VALLEY
VILLAGE

**PLANNING & ZONING COMMISSION
VOTING FORM**

DATE: JANUARY 14, 2025

AGENDA ITEM #4.2:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposed Amendments to the City of Spring Valley Village Code of Ordinances; Chapter 12, Planning and Zoning:

- c. Section 5, Building Use Restrictions in Dwelling District "A," 5:02.13, Placement of Free-Standing Mechanical Equipment

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
JARRAD BOURGER					
TREY HOFFMAN					
PATRICK JOHNSON					
BRAD JONES					
JERRY KENT	X				
ANNE-MARIE MCMICHAEL					
NATHAN CARROLL, ALTERNATE		X			

MOTION CARRIED 7

MOTION DENIED 0



**TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION**



SPRING VALLEY
VILLAGE

**PLANNING & ZONING COMMISSION
VOTING FORM**

DATE: JANUARY 14, 2025

AGENDA ITEM #4.2:

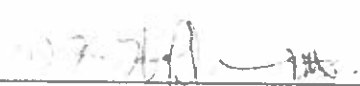
CONSIDERATION AND POSSIBLE ACTION CONCERNING: Proposed Amendments to the City of Spring Valley Village Code of Ordinances: Chapter 12, Planning and Zoning:

- d. Section 8 Non-Conforming Buildings and Structures, Lots, and Uses 08:01.06 Non-Conforming Buildings and Structures, and 08:01.08 Determination of replacement value.

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
JARRAD BOURGER		X			
TREY HOFFMAN					
PATRICK JOHNSON					
BRAD JONES					X
JERRY KENT					
ANNE-MARIE MCMICHAEL	X				
NATHAN CARROLL, ALTERNATE					

MOTION CARRIED 6

MOTION DENIED 0



**TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION**



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2025-XX: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 5, 2025; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

BACKGROUND:	Three positions are up for election this year: • Council Member – Steve Bass • Council Member – David Dominy • Council Member – John Lisenby Filing for the May 3rd election opened on January 15, 2025, and will close on February 14, 2025. The candidate packet was posted on the City website on January 15, 2024. If a paper packet is preferred, a candidate may obtain one in person at City Hall. The Early Voting period will run from April 22 – April 29, 2025, and the Early Voting Polling Locations are: Wayne F. Schaper, Sr. Leadership Center (main early voting location)
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955 Campbell Rd.- Board Room
Houston, TX 77024

Piney Point Village
7660 Woodway Suite, #460
Houston, TX 77063

Don Coleman Community Coliseum
1050 Dairy Ashford
Houston, TX 77079

Holy Cross Lutheran Church
7901 Westview
Houston, TX 77055

Spring Branch ISD

- West Support Campus, 2100 Shadowdale Dr. – Room F7, Houston, TX 77043
- East Transition Campus: 8655 Emnora Ln, Houston, TX 77080

On December 2, 2021, a legislative change went into effect that no longer requires early voting to be held on two separate days for twelve (12) hours. Therefore, early voting will be held for at least nine (9) hours on each of the seven (7) days of Early Voting.

Voting on Election Day, Saturday, May 3, 2025, will be from 7:00 a.m. to 7:00 p.m. at Spring Branch Middle School , 0010 Piney Point, Houston, TX 77024

This ordinance calls the May General Election and authorizes the City Administrator to execute a Joint Election Agreement with Spring Branch Independent School District (SBISD). The estimated fee for this service is \$250.00

ATTACHMENTS:

Ordinance No. 2025-XX Calling of General Election, SBISD
Interlocal Agreement with City of Spring Valley Village - 2025
Elections

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends approval of the Ordinance.
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ORDINANCE NUMBER 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 3, 2025; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENERAL MUNICIPAL ELECTION ON BEHALF OF THE CITY OF SPRING VALLEY VILLAGE; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Spring Valley Village (the “City”) will hold a General Municipal Election for the purpose of electing three (3) City Council Member positions on May 3, 2025 (the “General Election”); and

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

* * * * *

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

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

Section 2. That the general municipal election (the “General Election”) of the City of Spring Valley Village, Texas (the “City”), for election of members of the City Council of the City (the “Council”) shall be held between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on the 3rd day of May 2025, in the corporate limits of the City. A runoff election will be held, if necessary, between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on Saturday, June 7, 2025, as established with Spring Branch Independent School District and in accordance with the election laws of the State of Texas, all such arrangements for which are authorized by the adoption of this Ordinance and the executed joint election agreement and election services contract with Spring Branch Independent School District.

Section 3. That the present boundaries of the City constitute one (1) election precinct. The polling places for this election precinct shall be as designated by Spring Branch Independent School District.

Section 4. That the General Election shall be held in accordance with, and shall

be governed by, the election laws of the State of Texas. The Council, pursuant to Chapter 271 of the Texas Election Code, authorizes the City Administrator to enter into a joint election agreement with Spring Branch Independent School District and other participating political subdivisions for this election. The City Administrator is hereby authorized to perform all duties and take all actions as required by any election services contracts or joint election agreements related to the General Election.

Section 5. That any eligible and qualified person may have his or her name placed upon the official ballot of the General Election as a candidate by submitting an application in accordance with Section 141.031 of the Texas Election Code (the "Application"). The Application must be in writing, signed, and sworn to by the candidate and it must indicate that the candidate swears to the Application. The Application may be filed with the City Secretary beginning on January 15, 2025, but not later than 5:00 p.m. on February 14, 2025. Candidate filings will be accepted in person from 7:30 a.m. to 4:30 p.m. Monday through Friday at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; by mail at the Office of the City Secretary, 1025 Campbell Road, Houston, Texas 77055; or, by email at jtorres@springvalleytx.com.

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

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

By Phone:
(713) 465-8308

By Fax:
(713) 461-7969

By Email:
jtorres@springvalleytx.com

Section 7. That the deadline to hand-deliver an ABBM is Tuesday, April 22, 2025. The last day for the early voting clerk to receive applications for a ballot to be voted by mail via mail (regardless of postmarked date), common or contract carrier, is Tuesday, April 22, 2025, in accordance with Section 84.007(c) of the Texas Election Code. If a voter submits an ABBM via fax or email, the Early Voting Clerk must receive an original or a copy with a wet signature via mail within four (4) business days of the submission of the fax or email, in accordance with Section 84.007(b-1) of the Texas Election Code.

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

Section 9. That voting at the General Election, including early voting, shall be by

the use of voting machines; and the ballots of the General Election shall conform to the election laws of the State of Texas, as amended. Spring Branch Independent School District, via a joint election agreement or election services contract with the City shall obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station.

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

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

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

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

DULY PASSED, APPROVED, AND ADOPTED this the 28th day of January 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

Interlocal Cooperation Agreement for Joint Elections

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

Preamble

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas on May 3, 2025;

WHEREAS, Spring Valley is a municipality of the State of Texas located partially in SBISD on May 3, 2025;

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

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

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

WHEREAS, SBISD and Spring Valley shall each order their elections for May 3, 2025 and each shall pass a resolution agreeing to a joint election.

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

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

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

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting location as established by SBISD.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Spring Valley shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling places on Saturday, May 3, 2025, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. Spring Valley shall furnish SBISD a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to SBISD as soon as possible following Spring Valley's candidate position drawing and in accordance with any timetables provided by SBISD. Spring Valley agrees that SBISD shall not be responsible for the wording of the ballot language provided by Spring Valley. SBISD shall provide Spring Valley with a ballot proof prior to finalizing the ballot for the joint election. Spring Valley shall be responsible for proofreading and approving the ballot insofar as it pertains to Spring Valley's candidates and/or propositions.

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

in accordance with the requirements of the Election Code.

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

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

Agreement.

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

CHIEF ELECTION OFFICIALS:

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

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

Agreed this ____ day of _____, 202__

Agreed this ____ day of _____, 202__

President
Board of Trustees of
Spring Branch Independent
School District

Mayor
City of Spring Valley Village



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	January 28, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: A request from the Village Fire Department to approve Budget Amendment 2025-01 allowing for purchase of a new Village Fire Department Aerial Ladder Truck

BACKGROUND:	This item is at the request of the Village Fire Department (VFD). The VFD believes that the recently damaged ladder truck will be totaled and is preparing to place an order for a new apparatus. With insurance proceeds and a reworking of the department's capital replacement fund, it is expected that no additional assessment will be required to fund the new apparatus. Please see the attached memo from VFD Administrator/Finance Director Amy Buckert for further details.
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ATTACHMENTS:	VFD BA 2025-01 FINAL
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	As City Council deems appropriate
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VILLAGE FIRE DEPARTMENT



901 Corbindale Rd
Houston, Texas 77024
(713) 468-7941
(713) 468-5039 FAX

Protecting and Serving the Cities of:
BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

Budget Amendment 2025-01

To:	Gerardo Barrera Wendy Baimbridge Cassie Stephens Tom Fullen Bobby Pennington John McDonald	City of Bunker Hill Village City of Hedwig Village City of Hilshire Village City of Hunters Creek Village City of Piney Point Village City of Spring Valley Village
Cc:	Board of Commissioners & Alternates	Village Fire Department
From:	Amy Buckert	Village Fire Department
Date:	January 24, 2025	
Re:	Budget Amendment 2025-01 Budget	

During the regular monthly Village Fire Department Board Meeting on January 22, 2025, the Village Fire Department Board of Commissioners unanimously approved a budget amendment to fund the purchase of an SME006 Aerial Ladder Truck to replace Ladder 1. The insurance proceeds from Ladder 1 are anticipated to cover a significant portion of the funds necessary to purchase the SME006 Aerial Ladder Truck; however, the Village Fire Department Board of Commissioners is requesting that the member Cities approve a 2025 budget amendment in an amount not to exceed \$2,300,000 to facilitate the purchase. **This budget amendment will not result in an additional assessment to the member cities.**

The total budget amendment of \$2,300,000 will be funded by:

- Ladder 1 insurance proceeds (in an amount anticipated to be approximately \$2,000,000); and
- The Capital Replacement Fund in an amount not to exceed \$300,000.

While this is an amendment to the 2025 budget, the vehicle will not be delivered until mid-2026 and will be built into the FY26 Budget and Capital Replacement Fund Schedule.

At the January 22, 2025 Village Fire Department Board Meeting, the Board of Commissioners also approved the purchase of an ERV010 Pumper Truck which was previously budgeted. By purchasing the Pumper Truck and the Ladder Truck together, the Village Fire Department would receive a multi-unit discount which would result in significant savings.

Please put this budget amendment on your earliest agenda for consideration and advise us of your Council's action in writing.