

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, February 25, 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, Councilmembers 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/81917464751>

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 January 28, 2025.

6.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 10, Cedarspur & Burkhardt Pavement and Utility Improvement Project.

6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 10 Brighton Place Pavement & Utility Improvement Project

6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 2 for the Water Plant Electrical Improvement Project

6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Authorizing the City Administrator to reclassify a Public Works Department System Operator I position

7. DEPARTMENT REPORTS

7.1 Public Works Staff Update

7.2 Police Department

7.3 Village Fire Department and Board

8. RECESS REGULAR CITY COUNCIL MEETING

8.1 Regular Meeting of the Board of Directors of the Spring Valley Legacy Fund, Inc.

9. RECONVENE MEETING OF CITY COUNCIL

10. OLD BUSINESS

10.1 **CONSIDERATION AND POSSIBLE ACTION CONCERNING ORDINANCE RELATING TO CHAPTER 12 ZONING:**

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.

11. NEW BUSINESS

11.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: APPROVAL OF RESOLUTION TO SIGN NEW DEPOSITORY AGREEMENT WITH WELLS FARGO

11.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2025-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 3, 2025, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 3, 2025, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

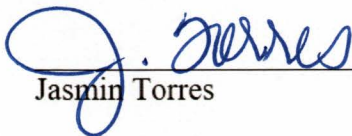
12. ADJOURNMENT

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 February 25, 2025, agenda of items to be considered by City Council was posted on or before the 21st day of February, at 5:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Jasmin Torres



City Secretary

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

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JANUARY 28, 2025, 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 Pro Tem Carpenter at 6:00 p.m.

Members Present:

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

Members Absent:

Mayor Marcus Vajdos

2. PLEDGE OF ALLEGIANCE

- 2.1 American Flag
- 2.2 Texas Flag

During the Regular City Council Meeting, Jack Griffin of Troop 642 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
Mark Schulze, Chief of Police
David Dixon, Police Commissioner

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

- 4.1 Police Department Merit Award Presentation
 - Will be presented at the February Council meeting.

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.**

- 5.1.1 Aaron Smith who lives at 1122 Traweek Street spoke regarding the relocation of a utility pole on his property.
- 5.1.2 Will Lighthouse who lives at 8925 Bace Drive spoke in favor of the relocation of the utility pole on Traweek.
- 5.1.3 Elijah Kruppa who lives at 12 Village Oaks spoke in favor of the relocation of the utility pole on Traweek.

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 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 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.

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

7. DEPARTMENT REPORTS

7.1 Public Works Update

1. Winter Storm Enzo

Public Works Director Kristina Watson briefed the Council regarding this historic ice/storm event that brought around 4 (four) inches of snow to Spring Valley Village. In preparation for the weather event, public works staff, City Administrator John McDonald, Spring Valley Village Police, and Director Watson bunkered down in the city to prepare to respond immediately to any resident needs. Thankfully, no major incidents occurred, and no loss of power. Director Watson thanked the Public Works Crew for remaining committed and vigilant in their duty to protect the health and safety of resident's water, sewer, and streets. She also gave a special thank you to the Spring Valley Village Police Department for making sure everyone was fed.

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

Public Works Director Watson informed the Council that On Par is tying in both water service lines as well as sanity sewer lines. They will begin to curb backfilling, re-grading, placing sod, and cleaning up next. All pavement has been completed, except one property driveway that will be poured in the week. There will be a substantial walk-through on February 6th.

3. Brighton Place Project

Director Watson notified the Council that the water main is being installed along Winningham and is nearing completion. The 10x5 box culverts for the storm sewer along Winningham continue to be placed as well. The pavement on Burkhart Circle has been completed except for one driveway which will be poured during the week, weather permitting. Conrad anticipates beginning concrete pours on Winningham next week,

7.2 Police Department Update

1. Number of calls for service – 3,671
2. Number of traffic violations – 714

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 December 2024 to

include updates on staffing, equipment, major calls, and ongoing projects.

7.3 Quarterly Investment Report

City Treasurer Brent Walker presented the quarterly investment report and answered questions regarding the presented report from the City Council.

At this time, Mayor ProTem Carpenter requested for agenda item 8.6 to be taken out of order. Council Member McCormack made a motion to have agenda item 8.6 taken out of order, and Council Member Lisenby seconded the motion. Motion carried 5-0.

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

Council Member Dominy made a motion to approve Budget Amendment 2025-01 allowing for the purchase of an Aerial Ladder Truck for the Village Fire Department, and Council Member Bass seconded the motion. Motion carried 5-0.

8. NEW BUSINESS

8.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS PROVIDING FOR THE AMENDMENT OF THE SPECIFIC USE PERMIT TO DAD'S CLUB SMIW 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

Mayor Pro Tem Carpenter opened the public hearing at 6:37 p.m.

Justin Chapman who lives at 1409 Bracher Street and is the Board of Directors President for the Dad's Club addressed the Council regarding the plans for the amendment of the specific use permit if granted.

Mayor Pro Tem Carpenter closed the public hearing at 6:40 p.m.

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 SMIW 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.

Mayor Pro Tem Carpenter read the ordinance by caption only. Council Member Lisenby motioned to approve Ordinance 2025-02 approving the amendment of the specific use permit to the Dad's Club Swim Team, Inc., and Council Member Dominy seconded the motion. Motion carried 5-0.

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.

Mayor Pro Tem Carpenter opened the public hearing at 6:44 p.m.

City Administrator John McDonald presented the amendment definitions and proposed changes regarding gates.

Elijah Kruppa of 12 Village Oaks spoke in opposition to the proposed changes presented.

Mayor Pro Tem Carpenter closed the public hearing at 6:48 p.m.

- 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.

Mayor Pro Tem Carpenter opened the public hearing at 6:49 p.m.

City Administrator John McDonald presented the amendments and changes for the free-standing mechanical equipment.

Mayor Pro Tem Carpenter closed the public hearing at 6:50 p.m.

- 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 FORM 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 SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITIONS OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IUN 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

Mayor Pro Tem Carpenter opened the public hearing at 6:51 p.m.

City Administrator John McDonald presented the amendments presented regarding nonconforming buildings and structures.

Mayor Pro Tem Carpenter closed the public hearing at 6:54 p.m.

8.4 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.

No action.

- 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 EACG DAY CONSTITUTING A NEW VIOLATION.**

Mayor Pro Tem Carpenter read the ordinance by caption only. Council Member Dominy motioned to approve Ordinance 2025-03 approving the amendment of free-standing mechanical equipment, and Council Member Lisenby seconded the motion. Motion carried 5-0.

- 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 FORM 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 SECTION 08:01.08, DETERMINATION OF REPLACEMENT VALUE, BY RENAMING THE SECTION, ADDING THE DEFINITIONS OF CALCULATED SQUARE FOOTAGE, AND AMENDING THE 12-MONTH BENCHMARK PERIOD FOR CUMULATIVE WORK TO A STRUCTURE; PROVIDING FOR SIZE AND AREA REQUIREMENTS, OF SECTION FIVE, BUILDING AND USE RESTRICTIONS IUN 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.**

Mayor Pro Tem Carpenter read the ordinance by caption only. Council Member Dominy motioned to approve Ordinance 2025-04 approving the amendment of non-conforming buildings and structures, and Council Member Bass seconded the motion. Motion carried 5-0.

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 3, 2025; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A JOINT ELECTION AGREEMENT WITH SPRING BRANCH INDEPENDENT SCHOOL DISTRICT TO CONDUCT THE GENRAL ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICEL PROVIDING

FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN ELECTION DATE.

Mayor Pro Tem Carpenter read the ordinance by caption only. Council Member Dominy motioned to approve Ordinance 2025-01 approving the ordering of the 2025 General Municipal Election, and Council Member Bass seconded the motion. Motion carried 5-0.

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 551.071 – Personnel Matters to deliberate the duties of the City Administrator.

Council adjourned into the Executive Session at 7:06 p.m.

10. **RECONVENE**

The City Council meeting reconvened at 7:32 p.m.

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

None.

12. **ADJOURNMENT**

Council Member McCormack motioned to adjourn the meeting at 7:33 p.m., and Council Member Bass seconded the motion. Motion carried 5-0.

Signed: _____
Marcus Vajdos
Mayor

Attest: _____
Jasmin Torres
City Secretary



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Pay Estimate No. 10, Cedarspur & Burkhart Pavement and Utility Improvement Project.

BACKGROUND:	This is the 10th 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, January 1 through January 31, 2025, in the amount of \$219,432.23. Pay application No. 10 brings the Cedarspur (West of Bingle) & Burkhart (East of Bingle) Pavement and Utility Improvement Project to 84% paid of the total contract amount of \$3,090,735.45.
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ATTACHMENTS:	Pay Application #10 - 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. 10 and recommend approval.
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Cover Letter: Payment Application #10



GESSNER
ENGINEERING

TO: City of Spring Valley Village
(Owner)

Contract: Paving and Utility Improvements to Serve Cedarspur Drive (West of Bingle) and
Burkhart 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 #10 for work through Jan 01, 2024 to Jan 31, 2024, in the amount of \$219,432.23. After review of work complete to date and material stored on-site, Gessner Engineering recommends the payment of \$219,432.23 to On Par Civil Services, LLC.

1. <u>Original Contract Amount:</u>	<u>\$2,978,252.8</u>
2. <u>Change Orders:</u>	<u>\$112,482.65</u>
3. <u>Total Current Contract Amount:</u>	<u>\$3,090,735.45</u>
4. <u>Total Value of Work Completed to Date:</u>	<u>\$2,597,738.45</u>
5. <u>Total Materials Stored to Date:</u>	<u>\$0.00</u>
6. <u>Total Completed & Stored to Date:</u>	<u>\$2,597,738.45</u>
7. <u>Retainage (10%):</u>	<u>\$259,773.85</u>
8. <u>Total Completed, Less Retainage:</u>	<u>\$2,337,964.61</u>
9. <u>Total Amount of Prior Payments:</u>	<u>\$2,118,532.37</u>
10. <u>Current Due Amount:</u>	<u>\$219,432.23</u>
11. <u>Total Balance Remaining:</u>	<u>\$752,770.85</u>
12. <u>Notice to Proceed Date:</u>	<u>March 6, 2024</u>
13. <u>Project Estimated Completion Date:</u>	<u>February 28, 2025</u>

Samantha Beevers, PE
(ENGINEER)

Recommend Payment:
See attached (Pay App)

PROJECT MANAGER
(TITLE)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO :	Gessner Engineering	PROJECT:	Paving and Utility Improvements APPLICATION NO: 10	Distribution to:
Owner:	City of Spring Valley Village		Cedarspur Dr and Burkhart Rd	☒ OWNER
				☒ ARCHITECT
				☒ ENGINEER
				☒ CONTRACTOR
FROM CONTRACTOR:	On Par Civil Services, LLC	ARCHITECT:	APPLICATION DATE: 1/31/25	
	1220 Blalock Road Suite 300	Engineer:	PERIOD FROM: 1/1/25	
	Hou, Tx 77055		PERIOD TO: 1/31/25	
			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)	\$ 2,597,738.45
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ 259,773.85
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 259,773.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 2,337,964.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$ 2,118,532.37
8. CURRENT PAYMENT DUE	\$ 219,432.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$ 752,770.85

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: 1/31/25

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	\$112,482.65	\$0.00
Total approved this Month	\$0.00	\$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: 10
 Application Date: 01/31/25
 Period To: 01/31/25
 Project No: 20-0109-01

20-D109-01										
Project No:										
20-D109-01										
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
					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	\$ 38,832.00			\$ -	\$ -	\$ 38,832.00	\$ -
102	Erosion Control (Permitting, Maintenance, Inspections and Reporting, and Measures Shown on the Plans	1.00	\$6,000.00	\$ 6,000.00	\$ 6,000.00		\$ -	\$ 6,000.00	\$ -	\$ -
103	Tree Protection, Complete in Place	1.00	\$7,500.00	\$ 7,500.00	\$ 7,500.00		\$ -	\$ 7,500.00	\$ -	\$ -
104	Furnish Construction Materials Testing, in Accordance with the plans and Specifications	1.00	\$16,000.00	\$ 16,000.00	\$ 16,000.00		\$ -	\$ 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	\$ -	\$ 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	\$ -	\$ 11,000.00	\$ -	\$ -
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	\$ 50,000.00		\$ -	\$ 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	\$ 24,000.00		\$ -	\$ 24,000.00	\$ -	\$ -
303	Existing RCP Storm Sewer to be Removed (18" - 24")	2,476.00	\$25.00	\$ 61,900.00	\$ 61,900.00		\$ -	\$ 61,900.00	\$ -	\$ -
304	Existing RCP Storm Sewer to be Grout Filled	303.00	\$15.00	\$ 4,545.00		\$ 4,545.00	\$ -	\$ 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	\$ 7,000.00		\$ -	\$ 7,000.00	\$ -	\$ -
308	Existing Sanitary Sewer Manhole to be Removed	8.00	\$1,000.00	\$ 8,000.00		\$ -	\$ -	\$ -	\$ 8,000.00	\$ -
309	Grout Fill Existing 8" PVC Sanitary Sewer	1,720.00	\$10.00	\$ 17,200.00			\$ -	\$ -	\$ 17,200.00	\$ -
310	Remove Existing 4" PVC Sanitary Sewer	833.00	\$12.00	\$ 9,996.00			\$ -	\$ -	\$ 9,996.00	\$ -

311	Grout Fill Existing 6" Water Line (PVC) on Burkhardt 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	\$ 83,475.00	\$ -	\$ -	\$ 83,475.00	\$ -	\$ -
403	6" Concrete Pavement for Roadway, Complete in Place	6,523.00	\$108.00	\$ 704,484.00	\$ 675,000.00	\$ 29,484.00	\$ -	\$ 704,484.00	\$ -	\$ -
404	6" Concrete Pavement for Driveways	1,471.00	\$108.00	\$ 158,868.00	\$ 150,000.00	\$ 8,868.00	\$ -	\$ 158,868.00	\$ -	\$ -
405	4" Concrete Sidewalk, Complete in Place	95.00	\$165.00	\$ 15,675.00	\$ 9,650.00	\$ 6,025.00	\$ -	\$ 15,675.00	\$ -	\$ -
406	4" x 12" Laydown Curb, Complete in Place	3,425.00	\$12.00	\$ 41,100.00			\$ -	\$ -	\$ 41,100.00	\$ -
407	Thermoplastic Pavement Marking, 24" Wide, Type 1 Solid, White)	52.00	\$6.00	\$ 312.00		\$ -	\$ -	\$ -	\$ 312.00	\$ -
408	4" Curb Drainage Outfalls	5.00	\$350.00	\$ 1,750.00		\$ -	\$ -	\$ -	\$ 1,750.00	\$ -
409	6" Concrete Curb, Complete in Place (Including Transition from 4" Laydown Curb)	174.00	\$8.00	\$ 1,392.00			\$ -	\$ -	\$ 1,392.00	\$ -
Storm and Drainage										
500	Storm Sewer Trench Safety	2,282.00	\$1.00	\$ 2,282.00	\$ 2,282.00		\$ -	\$ 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	\$ 24,000.00		\$ -	\$ 24,000.00	\$ -	\$ -
510	Standard 2'x2' Concrete Junction Storm Sewer Box, Complete in Place	1.00	\$3,000.00	\$ 3,000.00	\$ 3,000.00		\$ -	\$ 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	\$ 5,300.00	\$ -	\$ 23,800.00	\$ -	\$ -

513	Existing Private Storm Systems to be Reconnected from ROW to Proposed Public Storm Sewer (Includes Pipe, Fittings, & Furnishings, 8" PVC	424.00	\$100.00	\$ 42,400.00	\$ 42,400.00	\$ -	\$ -	\$ 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	\$ 182.80		\$ -	\$ 182.80	\$ -	\$ -
601	6" PVC C-900 DR 18 Waterline with Structural Backfill Complete in Place	668.00	\$40.00	\$ 26,720.00	\$ 26,720.00	\$ -	\$ -	\$ 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	\$ -	\$ 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	\$ 27,300.00		\$ -	\$ 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	\$ 7,200.00	\$ -	\$ 28,800.00	\$ -	\$ -
613	Waterline Short Service Reconnection to New Meter Vault (2 - 1" Tap) Complete in Place	17.00	\$900.00	\$ 15,300.00		\$ 15,300.00	\$ -	\$ 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	\$ -	\$ 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	\$ -	\$ 22,500.00	\$ -	\$ -
616	Connect to Existing 6" PVC Waterline	4.00	\$1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,000.00	\$ -	\$ -
	Sanitary									
700	Sanitary Sewer Trench Safety	2,735.00	\$1.00	\$ 2,735.00	\$ 2,735.00	\$ 2,735.00	\$ -	\$ 5,470.00	\$ (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	\$ -	\$ 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	\$ 36,000.00		\$ -	\$ 36,000.00	\$ -	\$ -
708	4" SDR 26 Sanitary Sewer Connections, Provide Cleanout at ROW and reconnect to existing services	961.00	\$45.00	\$ 43,245.00	\$ 20,000.00	\$ 23,245.00	\$ -	\$ 43,245.00	\$ -	\$ -

709	Post Construction CCTV Inspection along Burkhardt Drive and Burkhardt Road	1.00	\$6,500.00	\$ 6,500.00		\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -
710	Vacuum Test Sanitary Sewer Manhole	9.00	\$350.00	\$ 3,150.00		\$ 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	\$ 2,281,778.80	\$ 208,477.00	\$ -	\$ 2,488,255.80	\$ 489,997.00	\$ -

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	\$ 18,560.00		\$ -	\$ 18,560.00	\$ -	\$ 1,856.00
1	Initial Fee Move IN/OUT (\$1,500/\$1,500)	4.00	\$1,500.00	\$ 6,000.00	\$ 3,000.00		\$ -	\$ 3,000.00	\$ 3,000.00	\$ 300.00
1	Move IN/OUT for Each Phase	2.00	\$1,950.00	\$ 3,900.00	\$ 3,900.00		\$ -	\$ 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	\$ -	\$ 37,336.59	\$ -	\$ 3,733.66
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	\$ 72,146.06	\$ 37,336.59	\$ -	\$ 109,482.65	\$ -	\$ 10,948.27
GRAND TOTAL				\$3,090,735.45	\$ 2,353,924.86	\$ 243,813.59	\$ -	\$ 2,597,738.45	\$ 489,997.00	\$ 10,948.27

Change Orders Pending		
1		\$ -
2		
3		
4		

5	
Total Change Orders Pending	
	\$ -



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Pay Estimate No. 10 Brighton Place Pavement & Utility Improvement Project

BACKGROUND:	This is the 10th pay estimate to be submitted by Conrad Construction, Ltd., for the Brighton Place Pavement and Utility Improvement Project (2023-12-105) for work completed January 1 through January 31, 2025, in the amount of \$719,783.13. Pay application No. 10 brings the Brighton Place Pavement & Utility Improvement Project to 56% of the total contract amount of \$6,369,204.45.
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ATTACHMENTS:	Brighton Place Pay App No. 10
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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. 10 and recommend approval.
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February 7, 2025

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

Re: Brighton Place Reconstruction
Payment Application #10
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #10 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 \$719,783.13.

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: #10

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365	days
Substantial Completion Date	8/13/2025	Current Approved Extensions	43	days
Final Completion Date	8/13/2025	Previous Approved Extensions	63	days
		Total Contract Time	471	days
PAY PERIOD:	From: 1/1/2025	Spent Days	277	days
	To: 1/31/2025	Days Remaining	194	days
		Rain Days To Date	0	days
		Percent of Contract Time Completed	59%	

CHANGE ORDERS

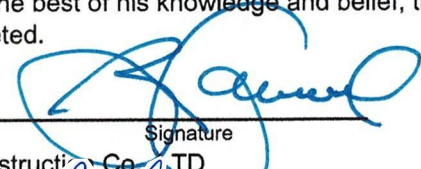
	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	2/7/2025	Rain Days to Date	43.0
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
Total Change Orders:			\$118,529.95	63

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	118,529.95
Contract Sum to Date:	\$	6,369,204.45
Total Completed and Stored to Date:	\$	3,554,717.87
Percent of Work Installed		56%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	355,471.79
Total Earned Less Retainage:	\$	3,199,246.08
Less Previous Certificates of Payment:	\$	2,479,462.95
Current Payment Due:	\$	719,783.13

PAYMENT REVIEW AND APPROVAL

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

Prepared By:	<u>Brian Conrad</u> Print Name Conrad Construction Co., LTD  Signature	Date: <u>2/7/25</u>
Approved By:	<u>Jennifer Steen</u> Print Name Cobb, Fendley & Associates, Inc.  Signature	Date: <u>2/7/2025</u>
Accepted By:	<u>Kristina Watson</u> Print Name City of Spring Valley Village  Signature	Date: _____

Application and Certificate for Payment

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

Estimate: #10

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365 days
Substantial Completion Date	8/13/2025	Current Approved Extensions	43 days
Final Completion Date	8/13/2025	Previous Approved Extensions	63 days
		Total Contract Time	471 days
PAY PERIOD:	From: 1/1/2025	Spent Days	277 days
	To: 1/31/2025	Days Remaining	194 days
		Rain Days To Date	0 days
		Percent of Contract Time Completed	59%

CHANGE ORDERS

	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	2/7/2025	Rain Days to Date	43.0
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
	Total Change Orders:		\$118,529.95	63

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	118,529.95
Contract Sum to Date:	\$	6,369,204.45
Total Completed and Stored to Date:	\$	3,554,717.87
Percent of Work Installed		56%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	355,471.79
Total Earned Less Retainage:	\$	3,199,246.08
Less Previous Certificates of Payment:	\$	2,479,462.95
Current Payment Due:	\$	719,783.13

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: _____	Date: _____
Print Name Signature Conrad Construction Co., LTD	
Approved By: Jennifer Steen _____	Date: 2/7/2025 _____
Print Name Signature Cobb, Fendley & Associates, Inc.	
Accepted By: Kristina Watson _____	Date: _____
Print Name Signature City of Spring Valley Village	

PAY ESTIMATE: #10											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #9 QUANTITY INSTALLED		Pay Estimate #10 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	9.00	\$ 33,750.00	75.00%
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	0.06	6,300.00	0.06	6,300.00	0.69	\$ 72,450.00	69.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00	1.00	4,500.00		0.00	1.00	\$ 4,500.00	100.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00	1.00	1.00		0.00	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	0.06	6,600.00	0.06	6,600.00	0.84	\$ 92,400.00	84.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.08	4,000.00	0.08	4,000.00	0.71	\$ 35,500.00	71.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00	2.00	2,100.00		0.00	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		0.00		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	0.06	510.00	0.06	510.00	0.72	\$ 6,120.00	72.00%

PAY ESTIMATE: #10											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #9 QUANTITY INSTALLED		Pay Estimate #10 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	16.00	1,600.00	4.00	400.00	70.00	\$ 7,000.00	58.82%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75	1,500.00	10,125.00		0.00	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		0.00		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	1,562.00	2,343.00		0.00	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	16.00	1,600.00	8.00	800.00	78.00	\$ 7,800.00	65.55%
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	14.00	7,700.00	4.00	2,200.00	61.00	\$ 33,550.00	174.29%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00	192.00	2,880.00		0.00	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		0.00	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	0.06	1,200.00	0.06	1,200.00	0.54	\$ 10,800.00	54.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00	171.00	171.00	272.00	272.00	1,140.00	\$ 1,140.00	27.53%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50	2,170.18	14,106.17	695.62	4,521.53	11,565.48	\$ 75,175.62	51.97%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00	80.00	80.00	200.00	200.00	1,881.00	\$ 1,881.00	40.45%

PAY ESTIMATE: #10											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #9 QUANTITY INSTALLED		Pay Estimate #10 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	620.00	7,750.00	1,207.00	15,087.50	10,279.28	\$ 128,491.00	48.18%
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	1,645.00	213,850.00	5,346.00	\$ 694,980.00	97.97%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		0.00	354.00	61,950.00	532.00	\$ 93,100.00	98.15%
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,500.00		0.00	11.00	16,500.00	51.00	\$ 76,500.00	85.00%
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,500.00		0.00		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		0.00		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	2.00	1,700.00	11.00	\$ 9,350.00	91.67%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 7,500.00		0.00	2.00	15,000.00	11.00	\$ 82,500.00	91.67%
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	1.00	50,000.00		0.00	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	5.00	3,250.00	4.00	2,600.00	81.00	\$ 52,650.00	66.39%
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	69.00	8,970.00	14.00	1,820.00	764.00	\$ 99,320.00	43.16%

PAY ESTIMATE: #10											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #9 QUANTITY INSTALLED		Pay Estimate #10 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	84.00	16,800.00		0.00	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	18.00	24,300.00	258.00	348,300.00	276.00	\$ 372,600.00	33.33%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00	3.00	15,000.00	1.00	5,000.00	13.00	\$ 65,000.00	68.42%
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	0.25	1,250.00		0.00	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	563.99	38,633.32	555.65	38,062.03	9,734.92	\$ 666,842.02	45.56%
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		0.00		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	239.00	2,270.50	77.62	737.39	1,449.54	\$ 13,770.63	36.69%
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: #10											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #9 QUANTITY INSTALLED		Pay Estimate #10 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	1.00	72,237.00		0.00	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	6.00	13,350.00	6.00	\$ 13,350.00	100.00%
CO1.4	20 additional days for moving mailboxes	LS	1	\$ -		0.00		0.00	0.00	\$ -	0.00%
CO2-1	Replace 62 meter boxes, add valves	LS	1	\$ 16,554.00		0.00	1.00	16,554.00	1.00	\$ 16,554.00	100.00%
CO2-2	Additional survey	LS	1	\$ 5,650.25		0.00	1.00	5,650.25	1.00	\$ 5,650.25	100.00%
CO2-3	Lower storm sewer, extra excavation	LS	1	\$ 25,688.70		0.00	0.50	12,844.35	0.50	\$ 12,844.35	50.00%
						0.00		0.00	0.00	\$ -	#DIV/0!

Total	311,826.99	Total	799,759.05
Retainer 10%	31,182.70	Retainer 10%	79,975.90
Total	280,644.29	Total	719,783.14
Original Contract Amount: \$ 6,250,674.50			
Number of requested Rain Days:	2.5		9

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Pay Estimate No. 2 for the Water Plant Electrical Improvement Project

BACKGROUND:	This is the 2nd pay estimate to be submitted by McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc., for the Water Plant Electrical Improvement Project (2024-05-01) for work completed October 1, 2024 through January 31, 2025, in the amount of \$97,200.00. Pay Estimate No. 2 brings the Water Plant Electrical Improvement Project to 14% paid of the total contract amount of \$1,323,469.00.
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ATTACHMENTS:	Pay Estimate No. 2
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Both IDS Engineering and City Staff have reviewed Pay Application No. 2 and recommend approval.
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February 13, 2025

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

Attention: Ms. Kristina Watson

Reference: Water Plant Electrical Project; Competitive Sealed Bid #2024-05-101;
City of Spring Valley Village; IDS Project No. 2316-008-00, Contract No. 1

Dear Ms. Watson:

Enclosed is an Application and Certificate for Payment No. 2 for the above referenced project for the period of **October 1, 2024 to January 31, 2025**. As itemized in this estimate, we recommend payment to **McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc.** in the amount of **\$97,200.00** at this time.

As of January 31, 2025, the project was approximately 14% complete of the contract sum to date. A qualified project representative was assigned to the project to observe the work as it was being performed. To the best of my knowledge, all work has been performed in accordance with the construction plans and contract specifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcel Khouw", is positioned above the printed name.

Marcel Khouw, P.E.
Senior Project Manager

MK/kip X:\2300\231600800 CoSVV Water Plant Electrical Project\CPS\110 Pay Req\Pay Estimate No. 2.docx

cc: Wayne Berkenmeier, McDonald Municipal & Industrial—A Division of C.F. McDonald Electric, Inc.
Todd Laird, McDonald Municipal & Industrial—A Division of C.F. McDonald Electric, Inc.
Adam Cook, E.I.T. / Jim Angelo

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 1 PAGE

Project: Water Plant Electrical Project
Competitive Sealed Bid #2024-05-101

IDS Project No.: 2316-008-00

Owner: City of Spring Valley Village

Notice to Proceed Date: 12/11/2024 Contract Duration: 420 Calendar Days

Project Manager: Marcel Khouw, P.E.
Engineer: IDS Engineering Group

Contractor: McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc.

Application Date: 1/31/2025 Application No.: 2

Period From: 10/1/2024 To: 1/31/2025

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		Additions \$	Deletions \$
Subsequent Change Orders Number	Approved (date)		

Net Change by Change Orders

Weather Days Requested To Date: Weather Days Granted:
Liquidated Damages Assessed: None

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payment received from the Owner and that the current payment shown herein is now due.

Contractor: McDonald Municipal and Industrial A division of C.F. McDonald

Signed by: Date: 1/31/2025

Application is made for Payment, as shown below, in connection with the attached Contract Continuation Sheet(s).

The present status of the account for this Contract is as follows:

Original Contract Sum	\$ 1,323,469.00
Net Changes by Change Order	\$ -
Contract sum to Date	\$ 1,323,469.00
Total Completed to Date	\$ 187,000.00
Retainage 10 %	\$ 18,700.00
Total Earned Less Retainage	\$ 168,300.00
Less Previous Certificates for Payment	\$ 71,100.00
Current Payment Due	\$ 97,200.00

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Engineer: IDS Engineering Group

Signed By: Date: 2/13/25

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

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

Application No: 2
Application Date: 1/31/25
Period To: 1/31/25
Project No: 2024-05-101

Use Column 1 on Contracts where variable retainage for line items may apply									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK 0.00	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD					
BASE CONTRACT									
	GENERAL ITEMS								
1	Mobilization	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	100%	\$ -	\$ 10,000.00
2	Storm Water Pollution Preventative Plan	\$ 100.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 100.00	\$ -
	BOOSTER PUMP STATION IMPROVEMENTS								
3a	Furnish and install new pumps	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,000.00	\$ -
3b	Furnish and install new motors	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,000.00	\$ -
3c	Furnish and install new power	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00	\$ -
3d	Furnish and install new controls	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00	\$ -
3e	Furnish and install new valves and piping	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00	\$ -
	CONTROL BUILDING #1								
4a	Removal and replacement of 2 doors, 3 vents and CD vent	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000.00	\$ -
4b	Removal and replacement of 1 A/C unit	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,000.00	\$ -
4c	Repair of CMU walls, painting of interior and exterior walls	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$ -
4d	Relocation of existing air compressor	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00	\$ -
4e	Demolition and construction of sidewalk, installation of inlet	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,000.00	\$ -
4f	Installation of PVC storm sewer	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00	\$ -
5a	Electrical instrumentation and control- removal of existing and complete replacement of utility main, automatic transfer switch and power distribution switchboard	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 200,000.00	\$ -
5b	Removal of existing MCC and replacement with a RVSS and variable speed drives of equipment	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 100,000.00	\$ -
5c	Misc. electrical and control improvements including new panel board, air compressor relocation, ventilation, new A/C power and devices	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00	\$ -
5d	Two phase of complete temporary facilities	\$ 40,000.00	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	20%	\$ 32,000.00	\$ 800.00
5e	Removal of existing and complete replacement of Well #1 and pump station control system with PLC system	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 150,000.00	\$ -
5f	Existing surface water connection PLC and HMI replacement	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00	\$ -
5g	Control bldg. #2 industrial PC and HMI replacement	\$ 49,369.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 49,369.00	\$ -
5h	Bond & Insurance	\$ 79,000.00	\$ 79,000.00	\$ -	\$ -	\$ 79,000.00	100%	\$ -	\$ 7,900.00
	EXTRA WORK ITEMS								
6	3/4" rigid aluminum conduit installed aboveground	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
7	1" rigid aluminum conduit installed aboveground	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
8	1" PVC schedule 40 conduit installed underground	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 10,000.00	\$ -
9	Copper No. 14 AWG conductor with XHHW-2 insulation in conduit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
10	Copper No. 12 AWG conductor with XHHW-2 insulation in conduit	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000.00	\$ -
11	Copper No. 2 AWG conductor with XHHW-2 insulation in conduit	\$ 500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 500.00	\$ -
12	2/c or 3/c #16 AWG twisted shielded instrument cable in conduit	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
	CASH ALLOWANCE								

13	Software engineering by Spring Valley Village service provider	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 45,000.00	\$ -
14	VT scada software license	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$ -
ADDITIVE ALTERNATE BID ITEMS									
15	Electrical instrumentation and controls: includes fiber optic cable installed from control bldg. #1 to the PW maintenance bldg., new PC work station	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,000.00	\$ -
16	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #1	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,000.00	\$ -
17	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #2	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,000.00	\$ -
18	Furnish all material, labor, equipment and appurtenances for the installation of booster pump #3	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,000.00	\$ -
TOTAL BASE CONTRACT		\$ 1,323,469.00	\$ 79,000.00	\$ 108,000.00	\$ -	\$ 187,000.00	14%	\$ 1,136,469.00	\$ 18,700.00
Change Orders									
1		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Sub Total Change Orders		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
GRAND TOTAL		\$ 1,323,469.00	\$ 79,000.00	\$ 108,000.00	\$ -	\$ 187,000.00	14%	\$ 1,136,469.00	\$ 18,700.00

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF HARRIS

Wayne Berkenmeier Being first duly sworn, state that he is VP Special Projects
of C.F. McDonald Electric, Inc. of Harris County of Texas, hereinafter call "Company", and
The said Company has performed work and/or furnished Water Plant Electrical
hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for
the construction of:

PROJECT: Water Plant Electrical for City of Spring Valley Village

PROJECT NO: 2024-05-101

That all just and lawful invoices against the Company for Labor, materials and expendable equipment
employed in the performance of the Contract and have been paid in full (with the exception of the
attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability
arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen
and suppliers.

Executed this 31st day of January, 2025.

CONTRACTOR C.F. McDonald Electric, Inc.

By

VP Special Projects

Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Wayne Berkenmeier
of C.F. McDonald Electric, Inc., a Texas Corporation, known to me
to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to
me that the executed the same as the act and deed of such corporation, for the purpose of consideration
therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 31st day of January 2025.

MY COMMISSION EXPIRES: 8/9/25



MICHELLE GUTIERREZ
Notary Public, State of Texas
Commission Expires 08-09-2025
Notary ID 13325681-2

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with C.F. McDonald Electric, Inc. to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in Harris County, Texas, and owned by City of Spring Valley Village which improvements are described as follows:

Project Name: Water Plant Electrical

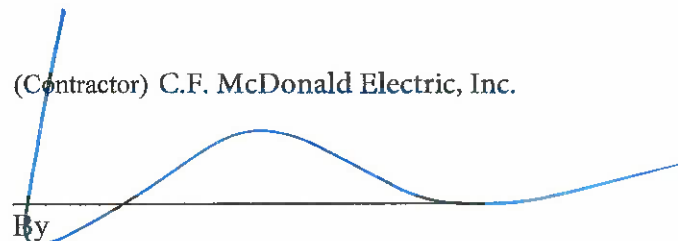
Project Number: 2024-05-101

In consideration of Pay Estimate No. 2 in the amount of Ninety Seven Thousand Two Hundred Dollars 00/100 (\$ 97,200.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this 31st day of January, 2025.

(Contractor) C.F. McDonald Electric, Inc.

By 

VP Special Projects

Title

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Wayne Berkenmeier of C.F. McDonald Electric, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 31st day of January 2025.

MY COMMISSION EXPIRES: 8/9/25



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



REQUEST FOR EXTENSION OF TIME

PROJECT: Water Plant Electrical

OWNER: City of Spring Valley Village

ATTENTION: _____ DATE: 1/31/25

PROJECT NUMBER: 2024-05-101

We request extension of completion time on our Contract in the amount of 0 Calendar Days specified as follows: (Please circle day of the month)

Month: January

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: _____

C.F. McDonald Electric, Inc.

(Contractor)

By: _____

_____ Recommend approval for extension of _____ calendar days.

_____ Recommend disapproval. (See following comments)

IDS ENGINEERING GROUP

By: _____ Date: _____

INVOICE

**C.F. McDONALD
ELECTRIC, INC.**

CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Spring Valley Village
C/O IDS Engineering
13430 NW Frwy, #700
Houston, TX 77040

Date: 1/31/25

Invoice No.

W028321-2

P.O. NO.	PROJECT NAME AND / OR ADDRESS	Water Plant Electrical	SUBCONTACT NO. 2024-05-101
----------	----------------------------------	---------------------------	-------------------------------

NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.

"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"

Base Contract Amount ----- \$1,323,469.00

Progress Billing - Tax Exempt - \$187,000.00

Less 10% Retained \$18,700.00

\$168,300.00

Less Previous Billings \$71,100.00

TOTAL THIS INVOICE ----- \$97,200.00

Thank You!



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Authorizing the City Administrator to reclassify a Public Works Department System Operator I position

BACKGROUND:	The Public Works Department has an entry-level position that we've been unable to fill for almost three years now. Last year, we reclassified the unfilled position from Heavy Equipment Operator to System Operator I, in an effort to attract a candidate to join our team and gain experience and licensing with the Spring Valley Village Public Works team, to be able to teach them our system and our practices. After several rounds of interviews, we have been unable to identify a suitable candidate for the position. We will soon be conducting interviews again, and while hopeful we will find a candidate to join our team, we believe the allowance of flexibility in posting this position may allow us to expand the search parameters if needed as we struggle to fill this position. With Council's approval, and if needed, we will post the position as a System Operator I or System Operator II, allowing us to target a larger group. A System Operator II position would require an employee to have specific licensing and experience levels to start and therefore would cost extra. We estimate this position would cost approximately \$7,500 more per year in salary and benefits.
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ATTACHMENTS:	None
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FUNDING:					
Amount Available	Account No.	Additional Appropriation	Project No.	Amount Budgeted	Account Description

Required

RECOMMENDATION: Staff recommends approval of the request to allow the City Administrator to reclassify the System Operator I position to be posted and filled as a System Operator II if so needed.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	Public Works Staff Update

BACKGROUND:	1. Brighton Place Pavement & Utility Improvement Project 2. Cedarspur (W of Bingle) & Burkhart (E of Bingle) Pavement & Utility Improvement Project 3. Water Plant Electrical Improvement Project 4. CIP Project Design Update - Merlin & Spring Oaks Circle/Croes (E & W of Fries)
--------------------	---

ATTACHMENTS:	CC Public Works Update 2-25-2025, Exhibits February 2025, Fire Department
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

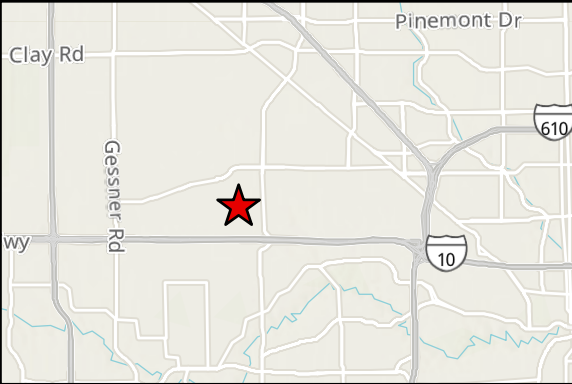
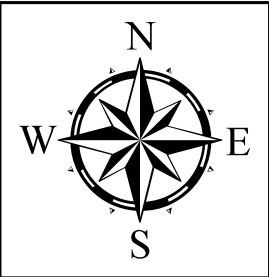
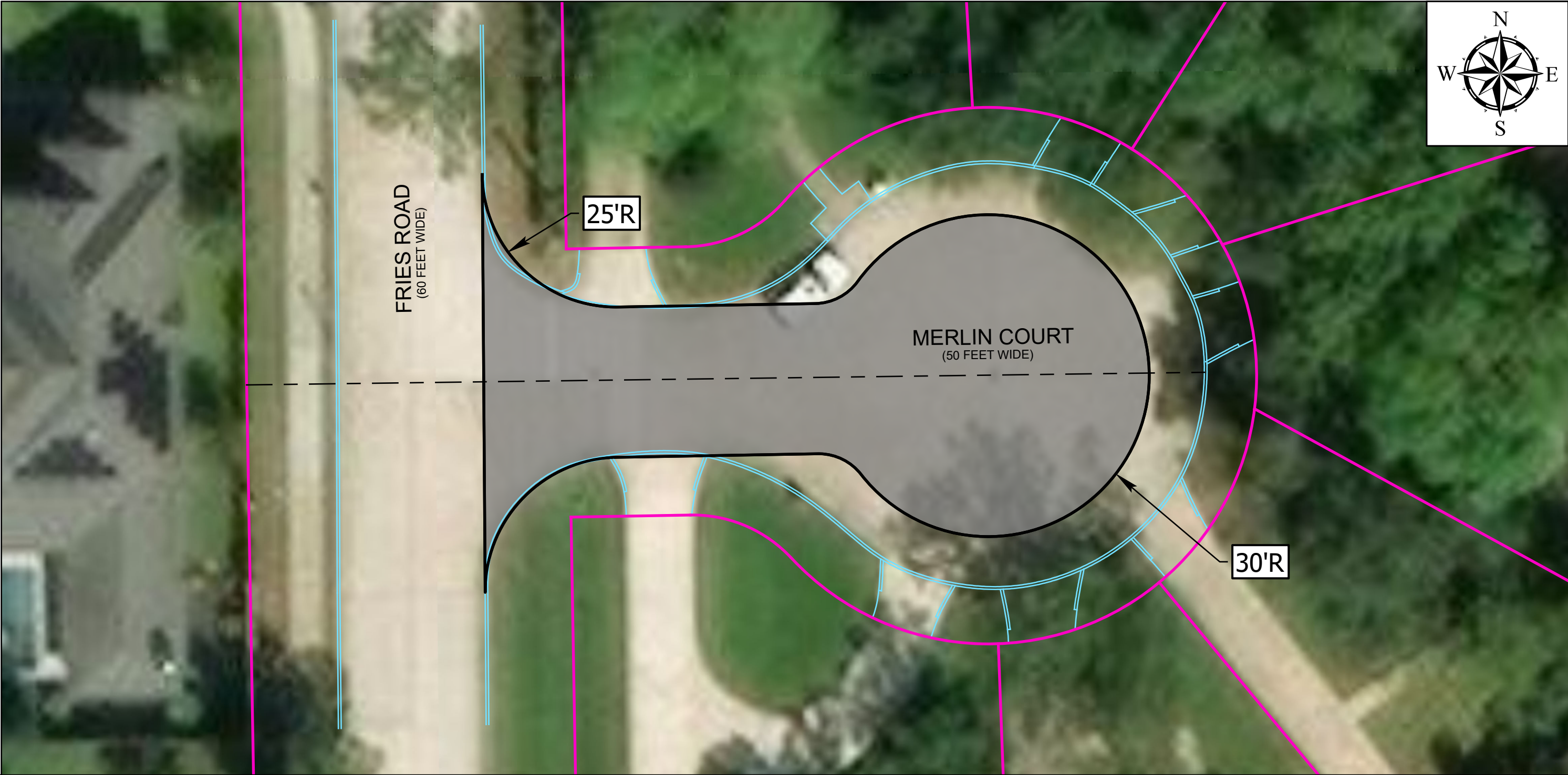
RECOMMENDATION:

PUBLIC WORKS UPDATE

Regular Meeting February 25, 2025

Good evening, Mayor and Council,

- **Brighton Place:** The in-line detention boxes are being placed and weather permitting will be completed by the end of the month. Conrad Construction will begin demoing on Pech Road after the boxes and pavement along the current phase of Winningham have been completed. TCH is nearing completion of the installation of the water main on Winningham and will soon begin individual service line connections.
- **Cedarspur (West of Bingle) & Burkhart (East of Bingle) Project:** On Par is still working toward completion of the project and is still working on final connections which will be followed by restoration work.
- **Water Plant Electrical Improvement:** Materials and Equipment have begun arriving on site and the temporary power panels are being built.
- **2025 CIP Design Update:** At the November 19, 2024 council meeting City Council approved CobbFendley to begin design work on the next two Capital Improvement Projects. Croes (E & W of Fries) & Merlin Ct/Spring Oak Circle. During the discussion council requested CobbFendley investigate the ability to add a cul-de-sac on Croes and the possibility of minimizing the cul-de-sac on Merlin Ct. Jennifer Steen of CobbFendley has provided exhibits demonstrating the options available for design. City Administrator John McDonald and I met with the Fire Marshall, Mr. Brian Croft, and discussed radius requirements. Mr. Croft offered to have a fire engine drive the current 30 ft. radius cul-de-sac and ensure the apparatus could properly utilize it. While 40 feet is preferred, 30 Ft. is the minimum that will work for the fire engines. Jennifer is present tonight as well to answer any questions you may have about the exhibits.



Merlin Court Reconstruction

Option 1 - 30' Radius Cul-de-sac

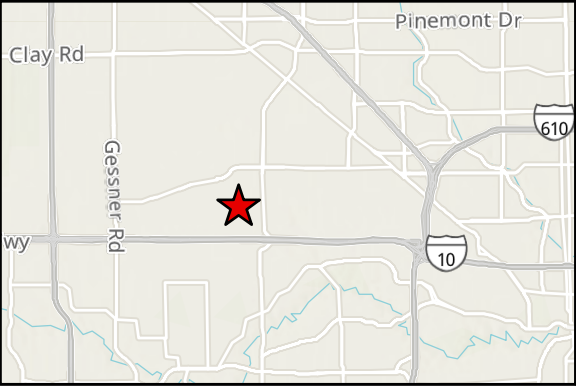
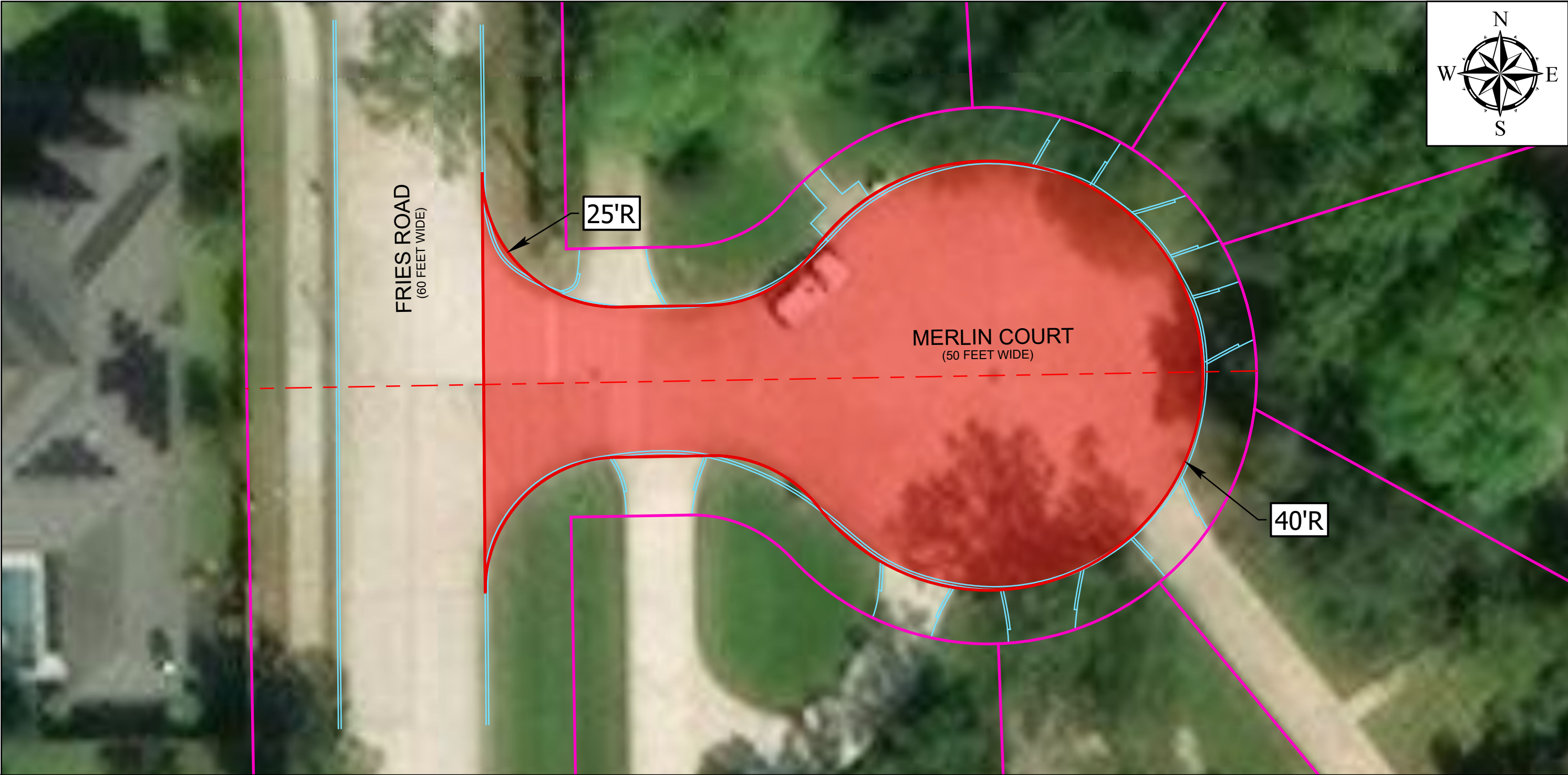
Page 1



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1/28/2025



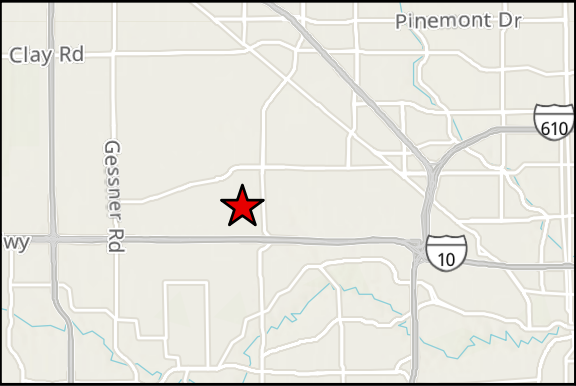
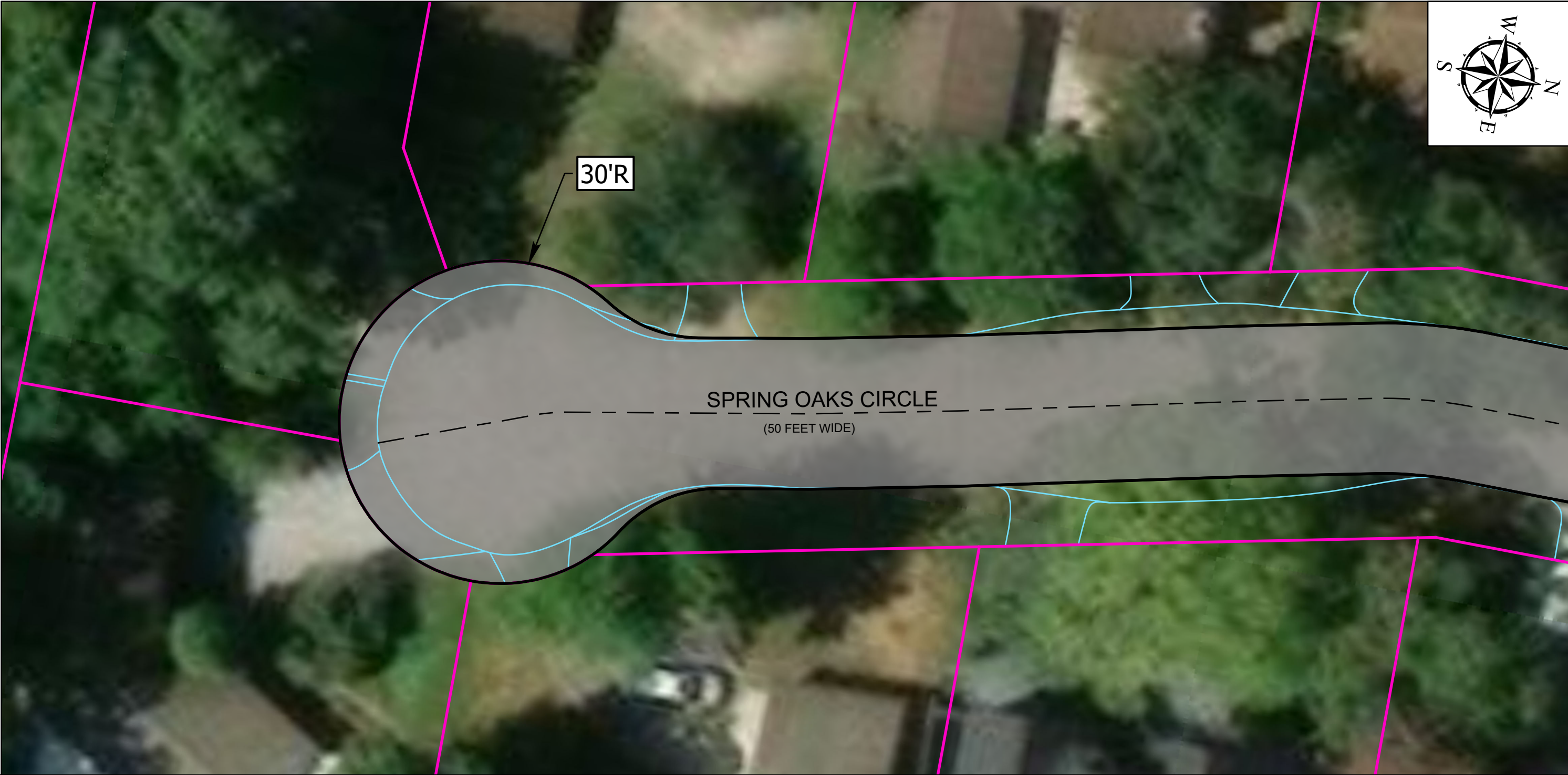
Merlin Court Reconstruction		
Option 2 - 40' Radius Cul-de-sac		Page 2
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EST. 1955
SPRING VALLEY
VILLAGE

CobbFendley

1/28/2025



Spring Oaks Circle Reconstruction	
Option 1 - Proposed Road Follows Existing Road	Page 3
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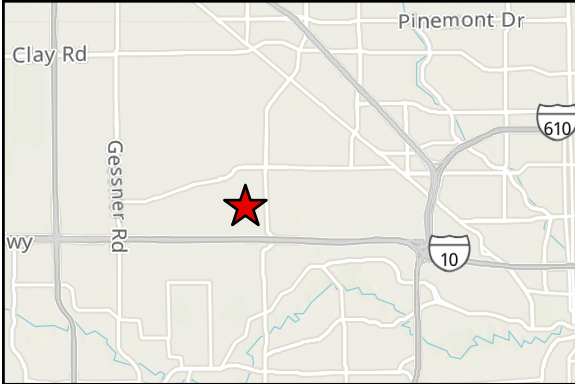
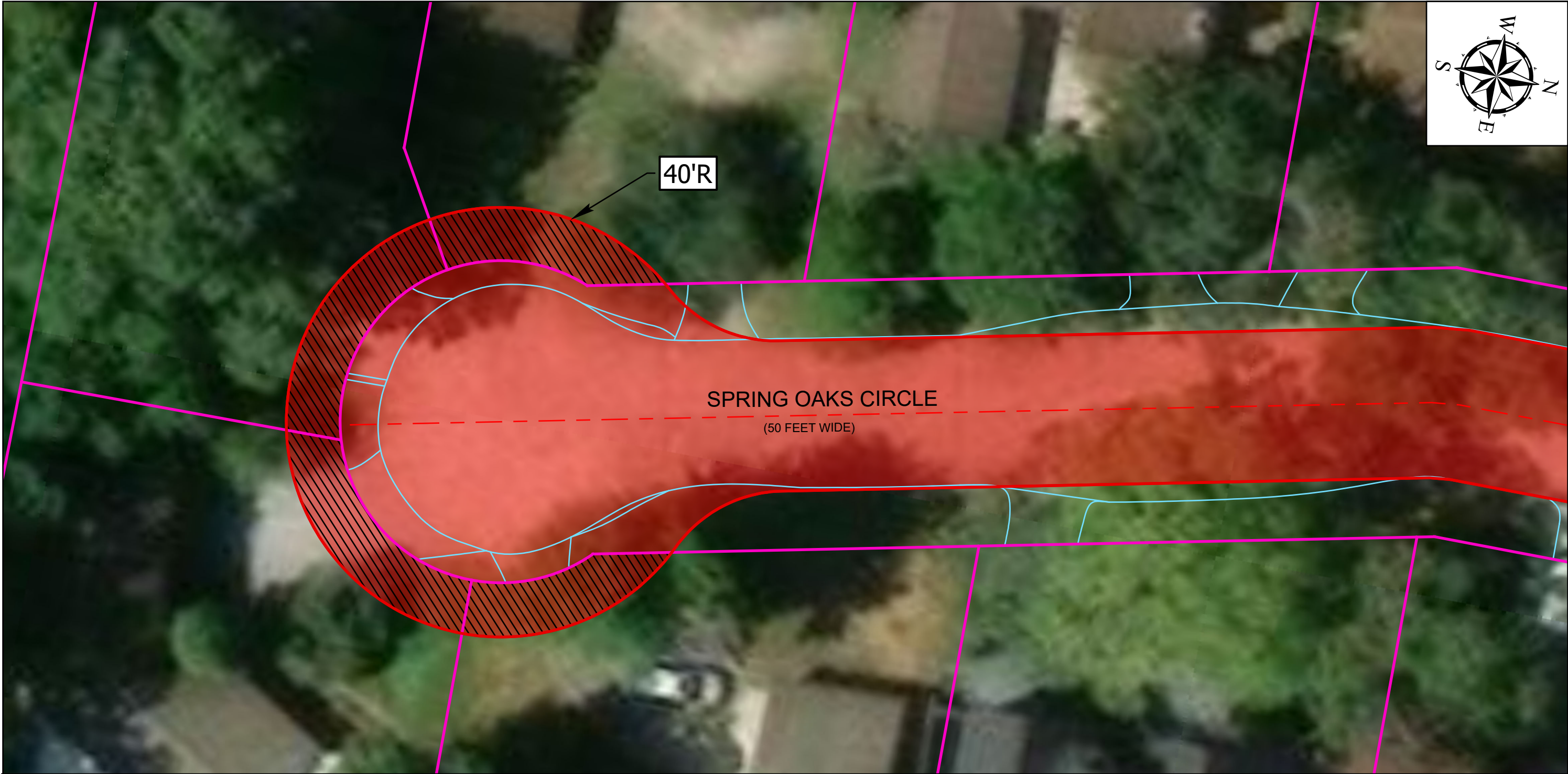


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SPRING VALLEY
VILLAGE



CobbFendley

1/28/2025



Spring Oaks Circle Reconstruction

Option 2 - Proposed Road is Centered on ROW

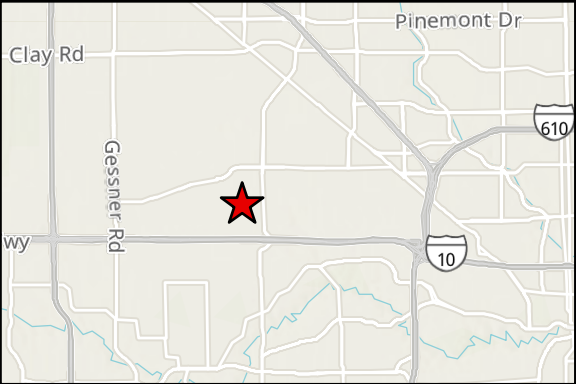
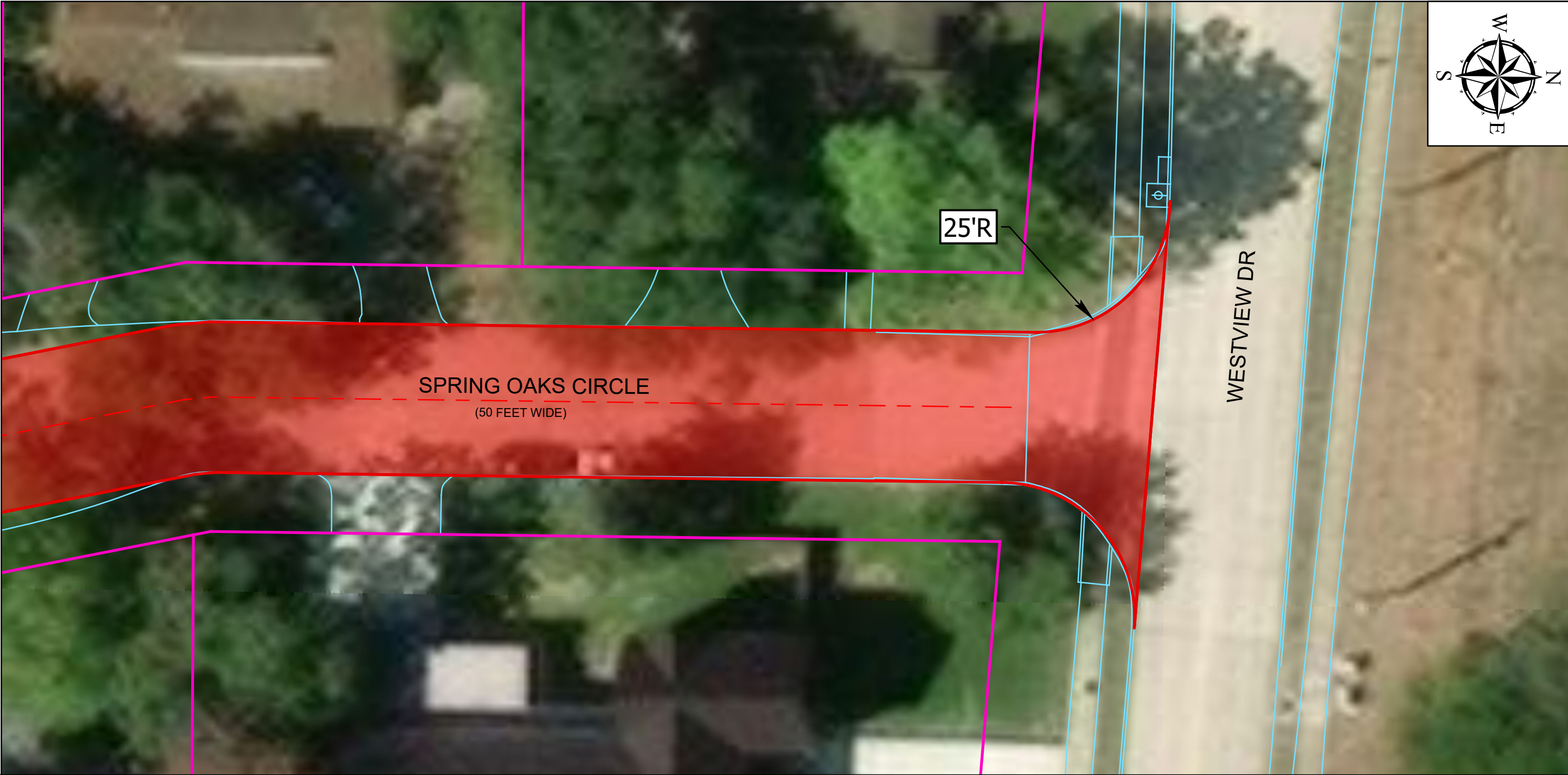
Page 4

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1/28/2025



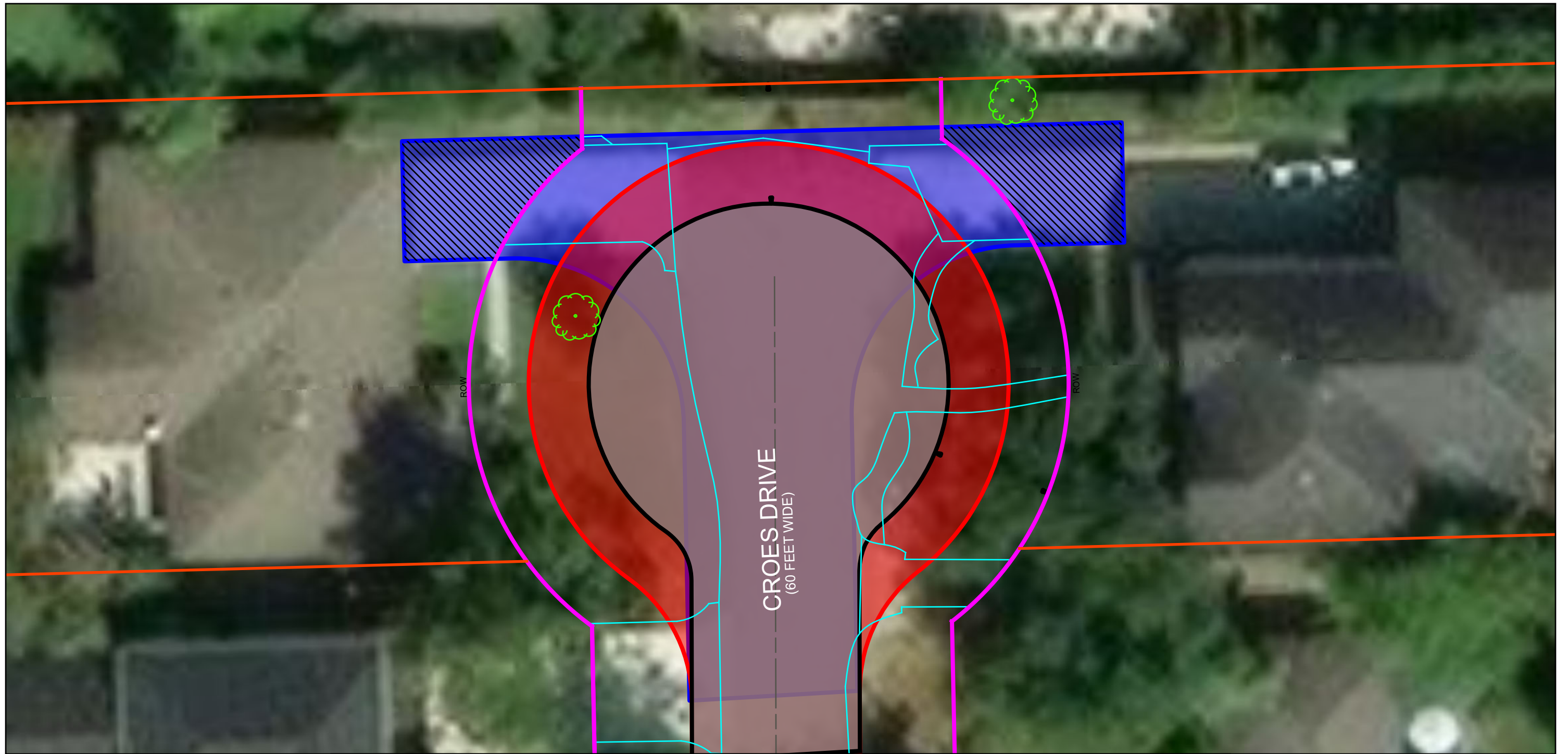
Spring Oaks Circle Reconstruction	
Option 2 - Proposed Road is Centered on ROW	Page 5
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SPRING VALLEY
VILLAGE

CobbFendley

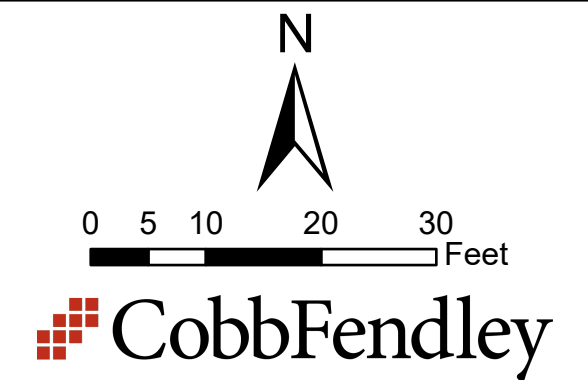
1/28/2025

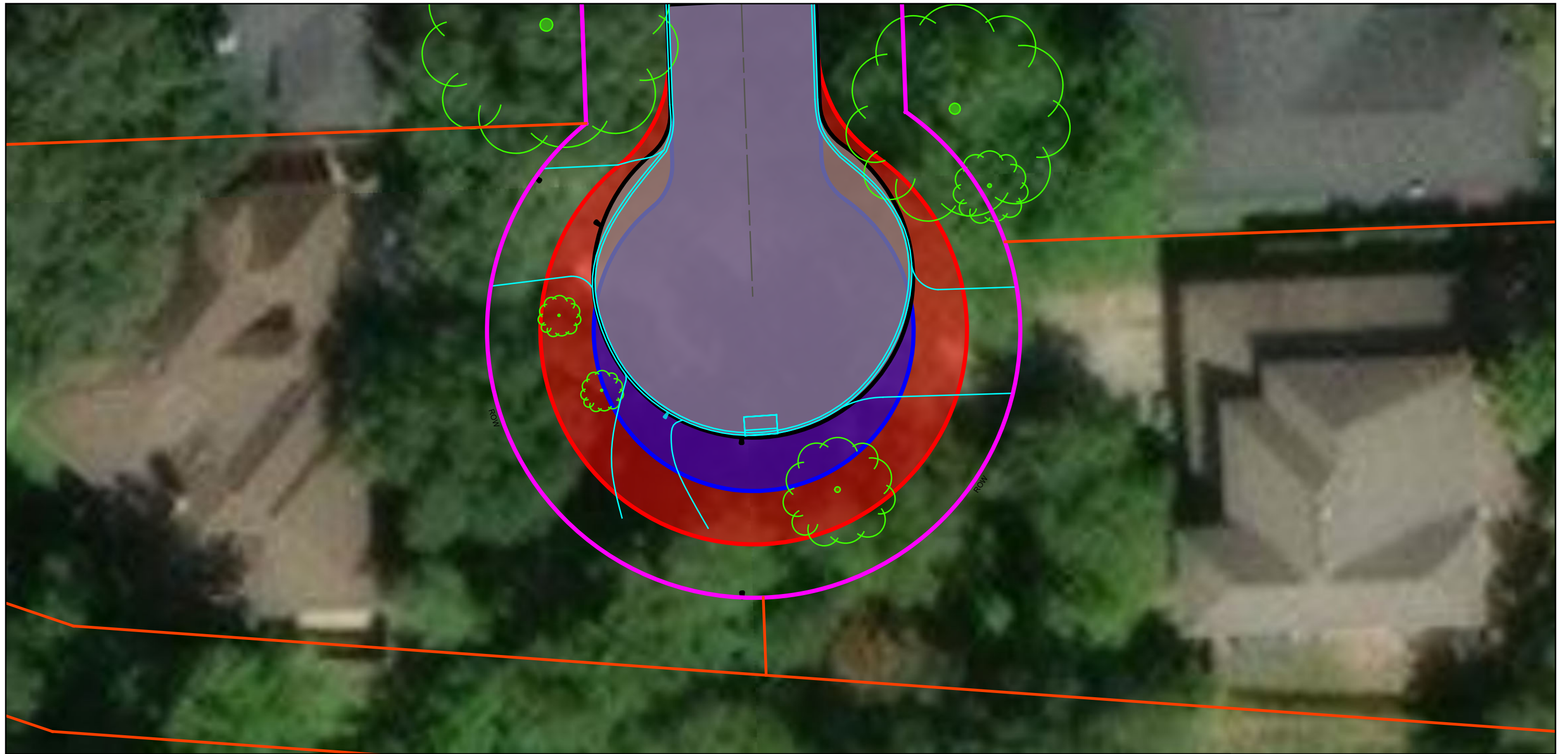


Croes Drive Reconstruction North Cul-de-sac

Option 1,2,3
City of Spring Valley Village

All options presented

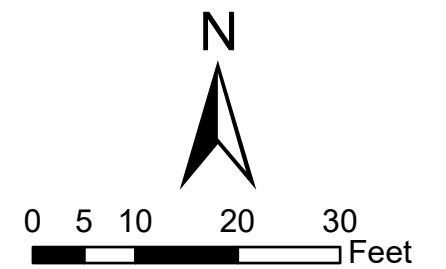




Croes Drive Reconstruction South Cul-de-sac

Option 1,2,3
City of Spring Valley Village

All options presented



 **CobbFendley**



EST. 1955
SPRING VALLEY
VILLAGE

PG 2

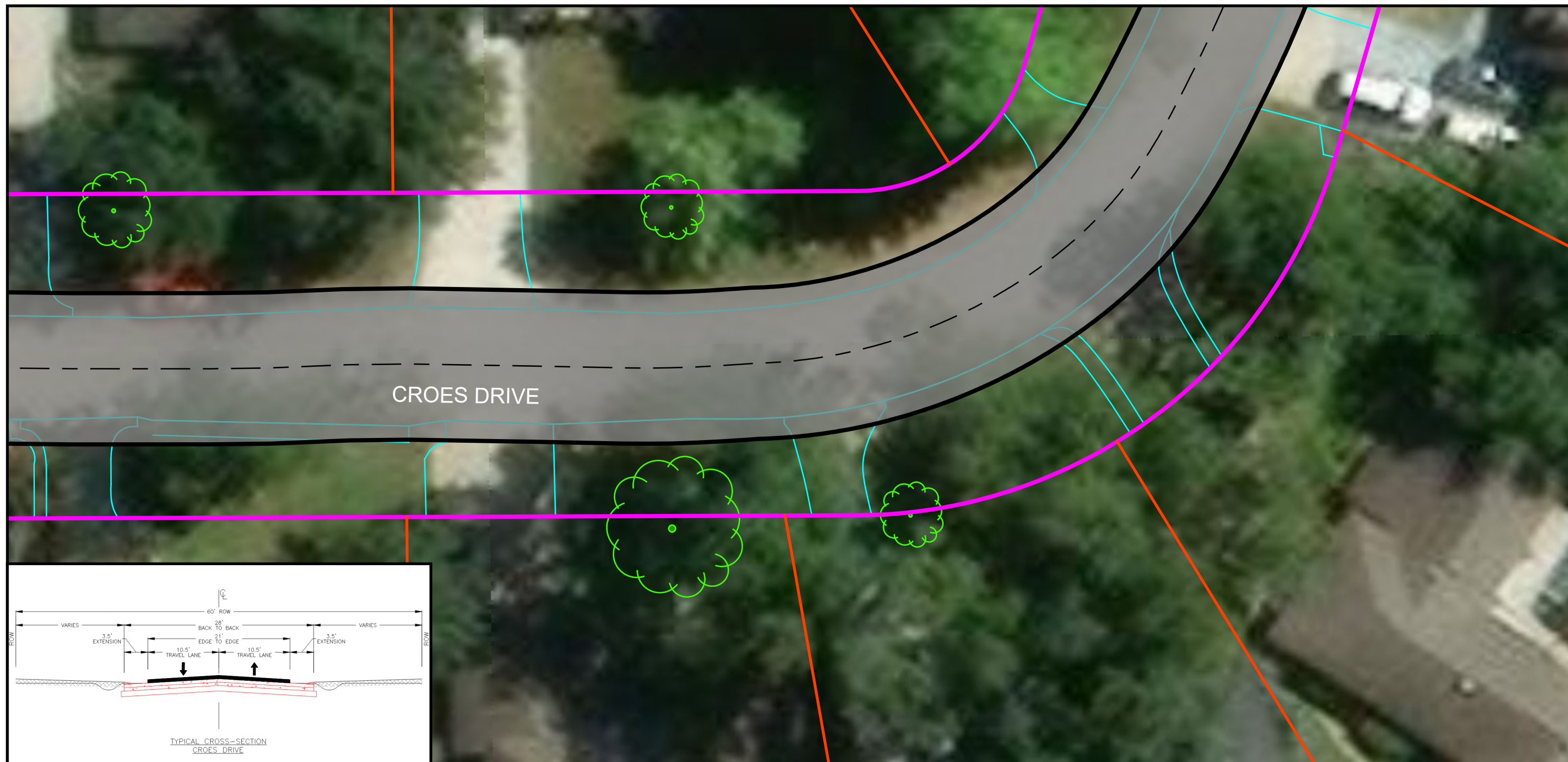
Croes Drive Reconstruction Road Exhibit

Option 1
City of Spring Valley Village

Proposed Road Follows Center of Existing Road

N

CobbFendley




EST. 1955
SPRING VALLEY
VILLAGE

PG 3

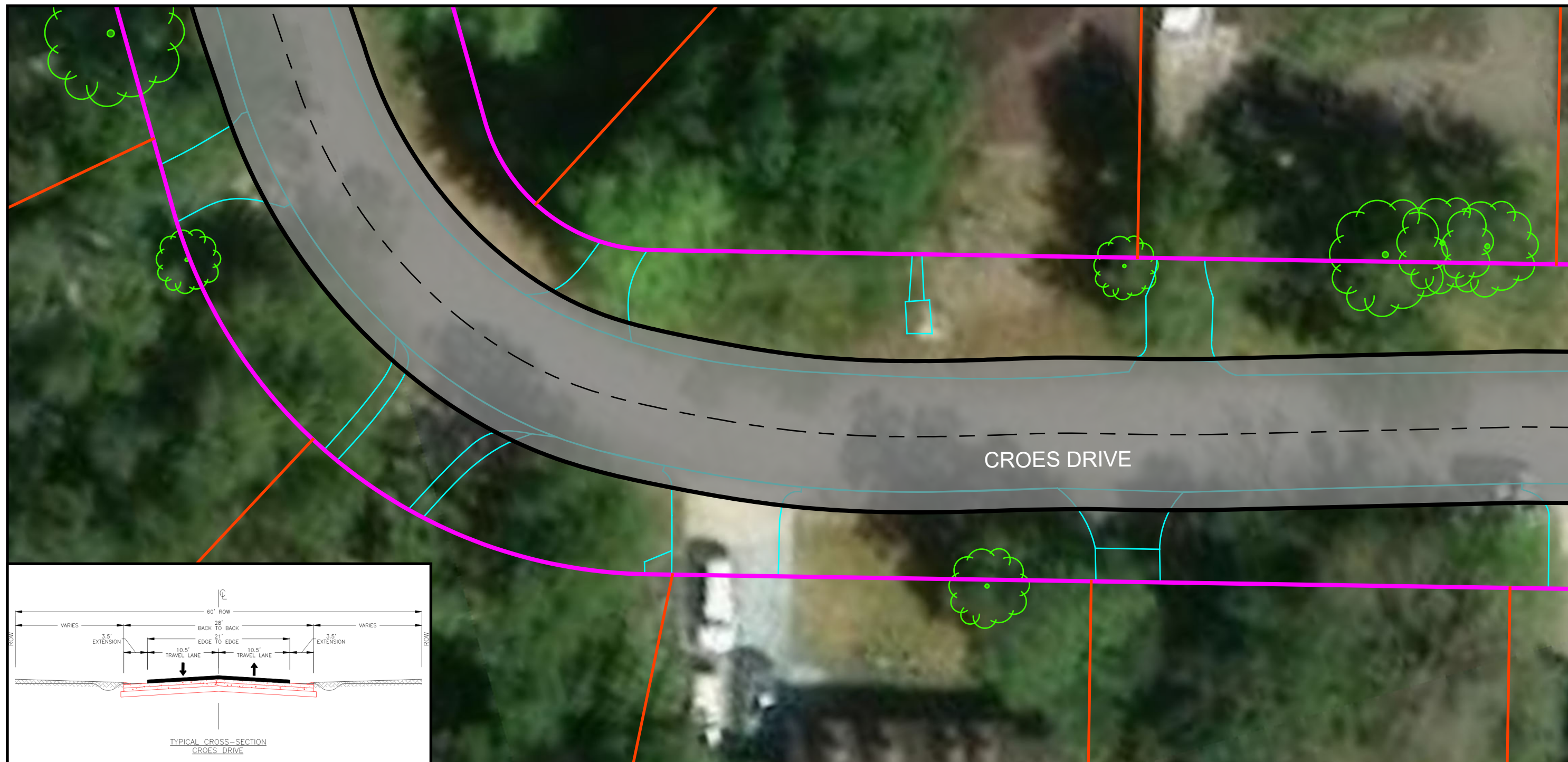
Croes Drive Reconstruction Road Exhibit

Option 1
City of Spring Valley Village

Proposed Road Follows Center of Existing Road



 **CobbFendley**



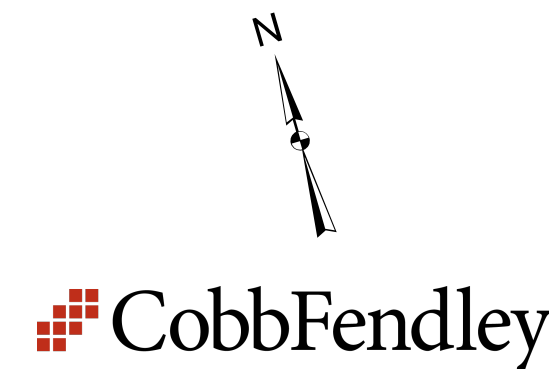
EST. 1955
SPRING VALLEY
VILLAGE

PG 4

Croes Drive Reconstruction Road Exhibit

Option 1
City of Spring Valley Village

Proposed Road Follows Center of Existing Road





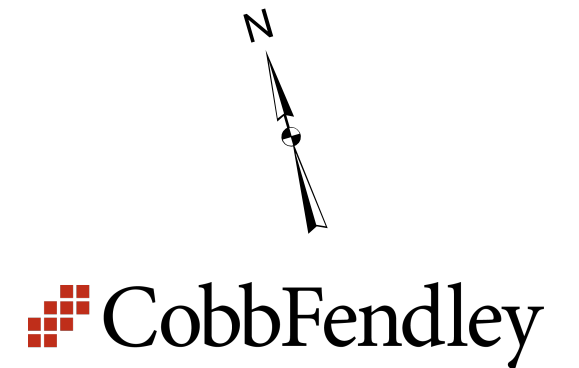

EST. 1955
SPRING VALLEY
VILLAGE

PG 5

Croes Drive Reconstruction Road Exhibit

Option 1
City of Spring Valley Village

Proposed Road Follows Center of Existing Road



CobbFendley



EST. 1955
SPRING VALLEY
VILLAGE

PG 6

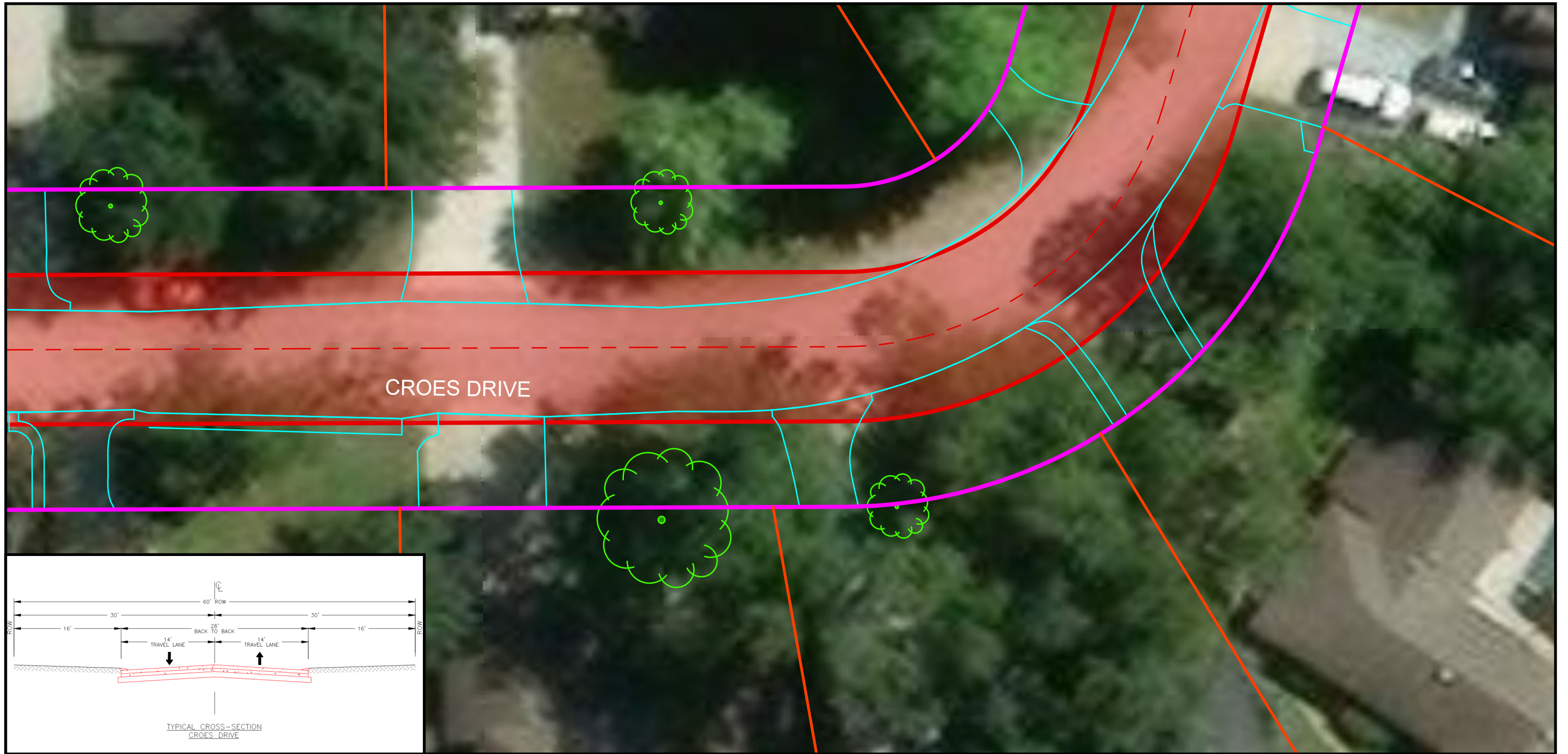
Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW

N

CobbFendley



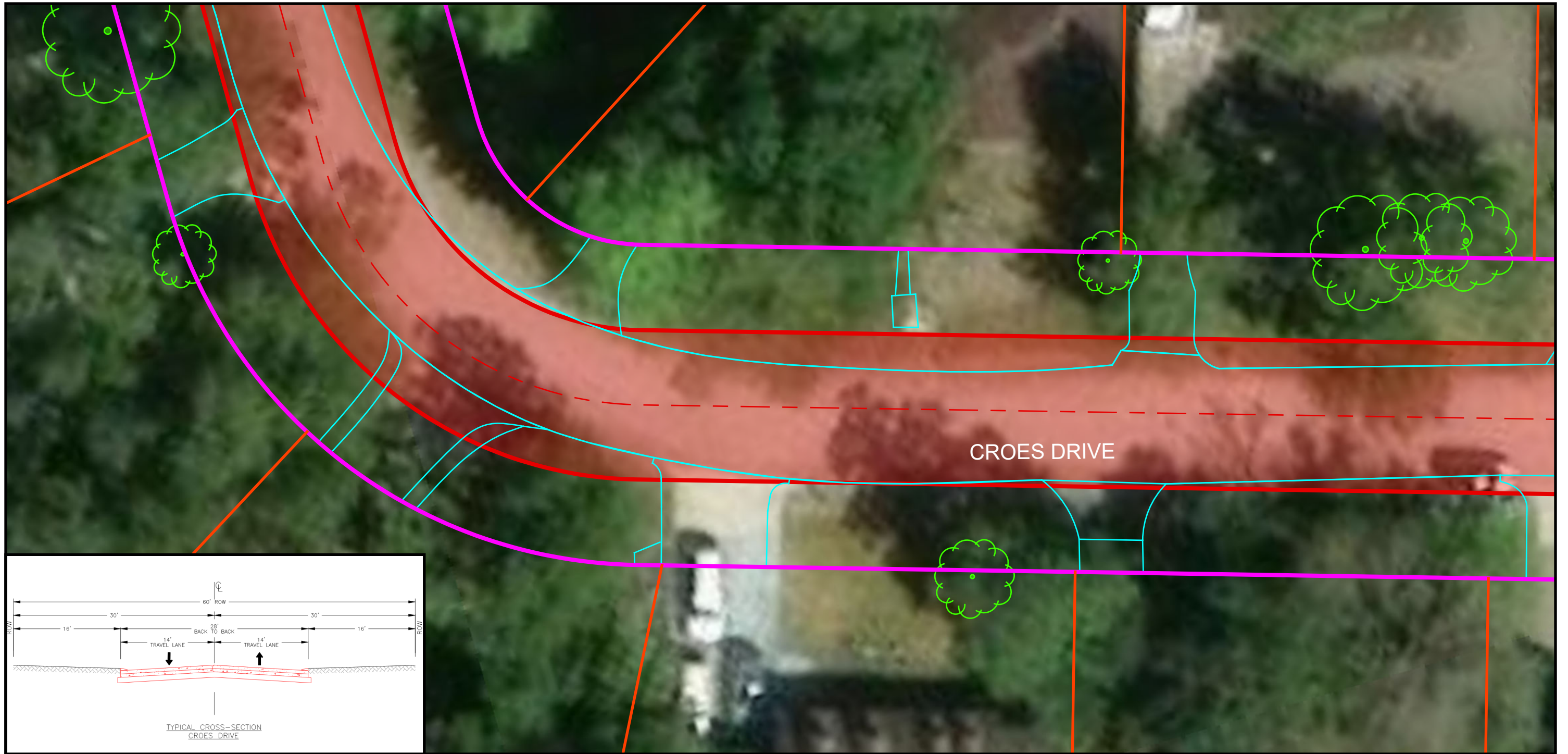
EST. 1955
SPRING VALLEY
 VILLAGE

PG 7

Croes Drive Reconstruction Road Exhibit

Option 2
 City of Spring Valley Village

Proposed Road is Centered on Existing ROW



EST. 1955
SPRING VALLEY
VILLAGE

PG 8

Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW

CobbFendley



EST. 1955
SPRING VALLEY
VILLAGE

PG 9

Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW

N

CobbFendley





EST. 1955
SPRING VALLEY
VILLAGE

Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW



N






PG 11

Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW






Croes Drive Reconstruction Road Exhibit

Option 2
City of Spring Valley Village

Proposed Road is Centered on Existing ROW



EST. 1955
SPRING VALLEY
VILLAGE

PG 12



 **CobbFendley**

From: [Brian.Croft](#)
To: [John McDonald](#); [Kristina Watson](#)
Subject: Croes
Date: Thursday, January 16, 2025 10:58:49 AM



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender croft@villagefire.org

Some people who received this message don't often get email from croft@villagefire.org. [Learn why this is important](#)

I had a fire engine drive the East Croes and make the turn around. The current cul de sac is sufficient for our apparatus. The West Croes will need to be at a minimum 30, preferred is 40 with cars parked in the cul de sac.

Brian Croft

Fire Marshal

Village Fire Department

713-932-0495



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	Police Department

BACKGROUND:

ATTACHMENTS:	SPRING VALLEY CALLS 01-2025, Violations
---------------------	---

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

RECOMMENDATION:

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

01\01\2025
thru 01\31\2025
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	29
145	ACCIDENT - FSGI	1
22	ALARM	23
23	AMBULANCE CALL	15
24	ANIMAL CALL	8
43	ASSIST OUTSIDE AGENCY	3
135	BUSINESS CHECK	2,491
48	CITY CREW REPAIRS	3
53	DEBRIS IN ROADWAY	7
54	DECEASED PERSON	1
60	FIRE CALL	1
68	HOUSE CHECK	73
70	INFORMATION	46
71	INVESTIGATION	9
159	MOTORIST ASSIST	6
81	OPEN DOOR	5
86	PUBLIC RELATIONS	263
89	RELIANT ENERGY REPAIR	1
96	SOLICITOR	4
97	SPECIAL ASSIGNMENT	2
99	STALLED VEHICLE	24
103	SUSPICIOUS ACTIVITY	4
104	SUSPICIOUS PERSON	6
105	SUSPICIOUS VEHICLE	19
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	402
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	7
117	WELFARE CONCERN	8
Total		3,465

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

January 1, 2025 - January 31, 2025

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

CHANGED LANE WHEN UNSAFE	1
CRIMINAL TRESPASSING	2
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	4
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	82
DEFECTIVE HEAD LAMPS	42
DEFECTIVE HEAD LIGHTS	18
DEFECTIVE STOP LAMP(S)	20
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	13
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	6
DISPLAY/ EXPIRED REGISTRATION	194
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	8
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	19
DROVE WRONG SIDE OF ROAD	1
EXPIRED BUYER TAG	4
EXPIRED DEALER TAG	2
EXPIRED DRIVERS LICENSE	9
FAIL TO CONTROL SPEED	2
FAIL TO DISPLAY DRIVERS LICENSE	5
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	86
FAIL TO OBEY TRAFFIC CONTROL DEVICE-MUST TURN RIGHT OR LEFT	1
FAIL TO REPORT CHANGE OF ADDRESS	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	2
FAILED TO DIM HEADLIGHTS - MEETING	2
FAILED TO SIGNAL TURN / LANE CHANGE	1
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	3
FAILED TO STOP FOR SCHOOL BUS (OR REMAIN STOPPED)	6
FOLLOWING TOO CLOSELY	1
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	4
ILLEGAL PARKING - UNAUTHORIZED USE OF HANDICAP SPACE/PLACARD/LP	1
ILLEGAL PASSING - LEFT TURN ONLY LANE	1
ILLEGAL WINDOW TINT	5

Spring Valley Village, TX PD

Citation Violation Audit by Offense

Violation Count

January 1, 2025 - January 31, 2025

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: NONE

IMPROPER TURN	2
NO DRIVERS LICENSE	55
NO FRONT LICENSE PLATE	23
NO SEAT BELT - DRIVER	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	4
OPERATE UNREGISTERED MOTOR VEHICLE	2
PARKED IN PROHIBITED AREA	9
PASSING/DISREGARD NO PASSING ZONE	1
PUBLIC INTOXICATION	1
RAN RED LIGHT	2
RAN STOP SIGN	21
SPEEDING - REDUCED SPEED	1
SPEEDING >10% ABOVE POSTED LIMIT	81
SPEEDING IN SCHOOL ZONE	31
TURNED RIGHT TOO WIDE	1
U-TURN PROHIBITED BY SIGN	1
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	4
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	1
VIOLATE DL RESTRICTION B	2
WRONG LICENSE PLATE OR INSIGNIA	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	3
Grand Total	798



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING ORDINANCE RELATING TO CHAPTER 12 ZONING: 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.

BACKGROUND:	At the January 28, 2025, regular meeting, City Council considered three amendments to the <i>Code of Ordinances, Chapter 12, Zoning Ordinance</i>. While two of the recommendations from the Planning and Zoning Commission were approved, concerns over the third proposal led that item to be postponed for further consideration. This item addressed gates and fences and sought to place limitations on access to adjacent public rights-of-way. The proposed language was seen as overly broad. The original language has been modified to add the phrase "from a rear property line" to the amendment. No other modifications are recommended. 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
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Section 11. 11:01:11.02 Certain Egress Restricted:

- (1) No gate shall be able to overhang or allow for ingress and/or egress from a rear property line 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.

This amendment also includes the addition of the definition of "gate".

ATTACHMENTS: ORD -- CH 12 Zoning - Gates (Section 3 and 11) - 1.21.25
REV, Section 3 Gates ---Section 11 Fences Voting Form

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.

A motion to amend will be required prior to taking the final vote on the item.

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 from a rear property line 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



**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 City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Brent Walker, Treasurer
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: APPROVAL OF RESOLUTION TO SIGN NEW DEPOSITORY AGREEMENT WITH WELLS FARGO

BACKGROUND:	The last Bank Depository Agreement was approved in 2020. The City submitted requests (RFP) for Depository Services in October 2024. Advertisements were run in the official city newspaper and posted on the City's website as required by law. Wells Fargo was the only bank that submitted a proposal. They are our current bank depository provider, and we continue to maintain a professional and productive relationship with them. The updated agreement is attached. The proposed Resolution approves a Depository Bank Services Agreement with Wells Fargo Bank, N.A. The term of the Agreement is for two (2) years, beginning March 1, 2025, and ending February 28, 2027, with the option of three (3) one-year extensions.
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ATTACHMENTS:	RES-WF-2025, City of Spring Valley Village Depository Services Agreement
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff Recommends approval of the Resolution by entering into a Depository Bank Services Agreement with Wells Fargo Bank, N.A. for a two-year initial term with the option to extend the agreement for three additional one-year terms.
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RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEPOSITORY BANK SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND WELLS FARGO BANK, N.A.; 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 Depository Bank Services Agreement by and between the City of Spring Valley Village, Texas and Wells Fargo Bank, N.A. (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 25TH Day of February 2025

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the "Agreement", is made and entered into on the date last herein written by and between the City of Spring Valley Village, Texas, hereinafter called the "City", and Wells Fargo Bank, N.A., a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository.** The City, through action of its City Council, hereby designates Bank as a primary depository bank for the period beginning January 1, 2025, and ending on December 31, 2027 ("Initial Term"), unless otherwise terminated in accordance with the provisions hereof. This Agreement may be renewed for three (3) one-year extensions under the same terms and conditions of this Agreement subject to mutual consent of the parties.
2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with applicable laws, accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.
3. **Scope of Services.** Bank agrees to provide those services as described in the City of Spring Valley Village, Texas Request for Application for Depository Bank Services released on October 14, 2024, hereinafter referred to as the "RFA," incorporated herein by reference. Bank acknowledges that all Services performed by Bank are subject to the approval of City.
4. **City Representatives.** During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with this Agreement, and (b) make withdrawals or transfer by written instrument.
5. **Custodian.** City and Bank, by execution of this Agreement, hereby designate Bank of New York Mellon as custodian, hereinafter called "Custodian", to hold in trust the collateral described and pledged by Bank in accordance with the terms and conditions of the Depository Pledge Agreement, attached hereto as Exhibit "A, and incorporated herein.
6. **Entire Agreement.** The entire agreement between Bank and City shall consist of (1) this Agreement, (2) the RFA (except to the extent Bank took specific exceptions in the Bank's response to the RFA), (3) Bank's response to the RFA dated October , 2024, hereinafter referred to as the "Application," and incorporated herein by reference, (4) the Depository Pledge Agreement, and (4) other such bank service agreements, policies and documents as may be required and approved by the parties, hereinafter referred to as "Service Agreements," and incorporated herein by reference (together, the "Banking Agreements"), each incorporated herein for all purposes as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. Should any conflict arise

between the terms of two or more Banking Agreements, such Banking Agreements shall govern in the order set forth above. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

Bank and City may from time to time enter into new Service Agreements with respect to specific treasury management services as are deemed necessary to further define the rights and duties of the Bank and City with regard to certain defined services, which may include authorization designations and codes, or such other covenants as required for the proper implementation of the Services. Such Service Agreements shall be added to and become a part of this Agreement, are subordinate to this Agreement, and should any conflict arise, the terms of this Agreement shall prevail.

7. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

8. **Compensation.** City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

9. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

11. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Harris County shall be the venue for any dispute arising out of this Agreement.

13. **Notices.** Except as may otherwise be specified in the applicable Service Agreements, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: RM Name, VP- Relationship Manager
Wells Fargo Bank, N.A.
Street Address
City, Texas Zip

City: Name of City's Admin, City
Administrator City of Spring
Valley Village
1025 Campbell Rd
Spring Valley Village, Texas 77055

Changes to notice information may be made by either party with written notification to the other party.

14. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

15. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

16. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through December 31, 2027, subject to execution of the extension options if applicable.

17. **Indemnification and Release.** During the term of this Agreement, Bank will indemnify, defend and hold harmless the City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, reasonable attorney's fees and costs (collectively, "Losses") arising out of, resulting from or relating to the performance of the Services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. By entering into this Agreement, City does

not waive its governmental immunity, any limitations as to damages under Texas law, or any other protection or immunity otherwise provided by law.

18. **Termination.** Either party may terminate this Agreement as to some or all of the Services, with or without cause, by giving 90 days prior notice to the other party, provided that this Agreement shall continue in effect and remain in full force and effect and shall be binding on Bank and its successors and assigns until such time, not to exceed ninety (90) days from the date of termination, as all City deposits have been paid in full to City or otherwise paid as instructed by City.

19. Default The Bank shall be in default if ruled "bankrupt," "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____

Name:

Title: City Administrator

Date: _____

WELLS FARGO BANK, N.A.

By: _____

Name:

Title:

Date:

Dane Hawkins
Lead Relationship Manager, V. P.
1/9/2025



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	February 25, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance No. 2025-XX - AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 3, 2025, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 3, 2025, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

BACKGROUND:	During the candidate application filing period of January 15 to February 14, 2025, the City received only one application for each open position in the General Election. We received applications from the following (listed in order of the date the application was received): • Steve Bass (Council Member position) • David Dominy (Council Member position) • John Lisenby (Council Member position) Additionally, the City received no write-in candidate applications by the February 21, 2025, filing deadline. Since all the applicants are unopposed, the City may cancel the General Election for this year. On Election Day, Sunday, May 4th, a notice will be posted on the front doors of City Hall making residents aware that the election was canceled. The notice will also be posted on the City's website. The applicants were informed and will be sworn in at the May 27, 2025, City Council meeting.
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ATTACHMENTS:	Ord. 2025-XX Cancelling Election, 2025 Certificate of Unopposed Candidates
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FUNDING:	
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Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends approval of the Ordinance.

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE MAY 3, 2025, GENERAL CITY ELECTION ELECTED TO OFFICE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; CANCELING THE MAY 3, 2025, GENERAL CITY ELECTION; PROVIDING A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 3, 2025, for the purpose of electing three (3) members to the City Council for full terms in the general election; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

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

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

Section 2. The following candidates, who are unopposed in the May 3, 2025, General City Election, are declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

COUNCIL MEMBERS, AT LARGE

Steve Bass (two-year term)

David Dominy (two-year term)

John Lisenby (two-year term)

Section 3. The May 3, 2025, General City Election is canceled, and the City Secretary is directed to cause a copy of this Ordinance to be posted on Election Day at each polling place that would have been used in the election.

Section 4. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this

ordinance since the City Council would have enacted them without the invalid portion.

Section 5. This Ordinance shall take effect upon its final passage, and it is so ordained.

DULY PASSED, APPROVED, AND ADOPTED this the 25th day of February 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: *Presidente de la entidad gobernante*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de Mayo 2025.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) *Cargo(s)*

Candidate(s) *Candidato(s)*

Council Member
Council Member
Council Member

Steve Bass
David Dominy
John Lisenby


Signature *(Firma)*

Jasmin Torres
Printed name *(Nombre en letra de molde)*

City Secretary
Title *(Puesto)*

2/21/25
Date of signing *(Fecha de firma)*

See reverse side for instructions
(Instrucciones en el reverso)

