

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, August 26, 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, a Council member 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/82876966640>

The public toll-free dial-in numbers to participate in the telephonic meeting are 1-346-248-7799 (Houston), 1-253-215-8782 (US), and 1-301-715-8592 (US); enter the Meeting ID: 828 7696 6640 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**
- 5. PUBLIC COMMENTS**

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

5.1 PERSONAL APPEARANCES (Public Comments)

Any person or group desiring to have their name on the agenda to appear before the City Council during the public comments portion of the meeting shall contact the City Secretary before 12:00 noon on the Tuesday immediately preceding the Council meeting and request recognition, in writing, during the public comments period. Such citizen or group shall specify to the City Secretary their name, address, and matter to be discussed. **A time limit of eight (8) minutes shall be imposed unless waived, dispensed with, shortened, or lengthened by consent of a majority of the members of the Council.** The City Council may take action during the personal appearances if the agenda item is sufficient to do so. This provision shall not apply to special public hearings called by the Council for specific purposes.

5.1(a) Ted Tredennick, 1101 Pech Road, The proposed cul-de-sac and the disproportionate use of the green space by homeowners on the west side of the street to widen Croes Drive.

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 Approval of Minutes for Special Called Meeting of the City Council on June 24, 2025.

6.2 Approval of Minutes for Regular Meeting of the City Council on June 24, 2025.

6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance-XX**
- An Ordinance of the City of Spring Valley Village, Texas, Amending the Code of Ordinances of the City of Spring Valley Village, Texas, by Deleting all uses of the Title "City Treasurer" and Replacing such with a new Title "Finance Director"; Providing for the Incorporation of a Preamble; and Providing a Repealer Clause; A Severability Clause, and a Savings Clause

6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of a Resolution of the City Council of the City of Spring Valley Village, Texas, Ratifying the Actions of the City Administrator in Executing Pay Estimate Number 6, Water Plant Improvement Project; Providing for Incorporation of Preamble; and Providing for an Effective Date

6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of a Resolution of the City Council of the City of Spring Valley Village, Texas, Ratifying the Actions of the City Administrator in Executing Pay Estimate Number 15, Brighton

Place Pavement and Utility Improvement Project; Providing for Incorporation of Preamble; and Providing for an Effective Date.

- 6.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 16 Brighton Place Pavement & Utility Improvement Project
- 6.7 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 7, Water Plant Electrical Improvement Project.
- 6.8 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The Approval of the Participation of the City of Spring Valley Village, Texas, in the Purdue Direct Settlement for States and Local Governments
- 6.9 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of a Renewal Agreement with BrightArrow Technologies for Communication Services by Text, Phone, and Email.
- 6.10 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A proposal by IDS Engineering to perform a complete design and topographic survey of the Spring Valley Village Water Plant in an amount not to exceed \$32,600.00.
- 6.11 **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. 1 to the agreement by and between the City of Spring Valley Village, Texas, and McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc., for the Water Plant Electrical Improvement Project; providing for the incorporation of the preamble; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; and providing an effective date.

7. DEPARTMENT REPORTS

- 7.1 City Administration
- 7.2 Public Works Department
- 7.3 Finance Department, to include Quarterly Investment Report
- 7.4 Police Department
- 7.5 Village Fire Department and activities of the VFD Board of Commissioners

8. NEW BUSINESS

- 8.1 **CONDUCT A PUBLIC HEARING CONCERNING:** A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE

COMMONLY KNOWN AS 1318 MODISTE ST.

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

- 8.2 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.
- 8.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Proposed 2026 Village Fire Department Annual Budget in the Amount of \$10,587,801, with the City of Spring Valley Village's Annual Assessment being \$1,720,518.
- 8.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Resolution of the City of Spring Valley Village, Approving and Adopting and Investment Policy for the City of Spring Valley Village and a List of Qualified Brokers/Dealers that are Authorized to Engage in Investment Transactions with the City; Providing for the Incorporation of Preamble; and Providing an Effective Date.
- 8.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Relocation of streetlight located at 1322 Fries Rd by Camron Builders, inc.
- 8.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 25-XX - A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE NOMINATING A CANDIDATE OR CANDIDATES TO BE PLACED ON THE BALLOT FOR A POSTION ON THE BOARD OF DIRECTORS OF THE HARRIS CENTRAL APPRAISAL DISTRICT.

9. EXECUTIVE SESSION

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

- 9.1 Section 551.074 – Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of the City Administrator.

10. RECONVENE

10.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approving a Severance Agreement with the City Administrator

10.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approving an updated employment contract with the City Administrator


11. 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 August 26, 2025, agenda of items to be considered by City Council was posted on or before the 23rd day of August, 2025, at 6:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:



Jasmin Torres
City Secretary



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

**MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JUNE 24, 2025 AT 5:00 PM
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Pro-Tem Carpenter at 5:03 p.m.

Members Present:

Mayor Marcus Vajdos
Mayor Pro-Tem Allen Carpenter
Council Member Steve Bass
Council Member David Dominy
Council Member John Lisenby

Members Absent:

Council Member Joy McCormack

2. NEW BUSINESS

2.1 DISCUSSION AND DIRECTION CONCERNING: Budget Policy Assumptions to Use in the Development of Fiscal Year 2025-2026

City Administrator John McDonald opened the discussion regarding the development of the upcoming Fiscal Year 2025-2026 budget. The focus of this meeting is to focus on the funds that cover the day-to-day operations, such as the City's General Fund, Capital Improvement Fund, and the Utility Fund, while keeping in mind that the ultimate goal is to the commitment to high-quality services in public safety, infrastructure maintenance, and responsible financial management. The Budget Police Assumptions are:

Budget Policy Assumptions

Projecting Revenues

- Use a conservative approach to forecast revenues to include trend analysis and consider factors that may not be reflected in data yet due to what is happening in the current economy.
- Property Tax: 2025 projected property values show an estimated overall increase of 5.79%.
 - o This number will decrease as property tax challenges continue to be heard.
 - o The projected value increase of residential property is currently 6.43% and Commercial at 1.40%
- Maintain and budget the existing property tax rate of \$0.39500.
 - o Use a 99% collection rate to estimate property tax revenues.

General Fund Overview

The proposed General Fund budget for FY 2025–2026 totals \$10,675,550, a 1% increase over the FY 2024–2025 adopted budget of \$10,580,389.

Revenues

Total General Fund revenues are projected to support proposed expenditures, which include:

- Property Taxes
- Franchise Fees and Permits
- Intergovernmental Revenue
- Interest Income and Misc Revenue
- Municipal Court Revenues

Expenditures

The General Fund allocates resources to maintain essential services:

Personnel

- Implementation of Comp and Class Study - which is a 7% overall cost
 - 3% COLA for staff correctly placed at market
- Group Health Insurance
 - The current projected increase based on the higher claims rate this past year will necessitate going back out on the market.
- TMRS
 - Continued 2:1 match at 7%, with the previously discussed move to a 20-year plan.

Resources for Departments

- Mayor and Council
- Administration
- Municipal Court
- Police
- Streets

Fire Department Contribution

- This year's contribution is \$1,720,518, a 5.08% increase over last year.

Contracted Services

- Solid waste
- Permit review and inspections
- Computer Services (Software, Maintenance)
- Insurance (Liability, Property, Surety Bonds, Vehicle)
- Legal Notices
- Professional Services (Audit, Legal, Tax Assessor, Harris County Appraisal District)

Parks and Community Events

- Continue with the Music in the Park and Movies in the Park programs, including a new tree-lighting event.

Capital Replacement Fund

The Capital Expenditures are supported by departmental transfers totaling \$394,200 and the existing fund balance to aid in the purchase of IT equipment or large purchases for a department.

Planned Capital Investments

Fleet/Police

- 2 Administration Vehicles (\$131,050)

- 1 Patrol Vehicle (\$93,199)

Equipment/Public Works

- Bobcat Mini-Excavator (\$50,000)

Infrastructure

- Network Switches (\$23,625)
- Upgrade Wireless Access Points (\$7,500)
- Computer Replacement Program (\$11,000), including a four-year rotation system
- System Upgrades and Cloud Migration (\$84,300)

Capital Improvement Plan

Construction Projects

- Croes (East and West of Fries)
- Merlin Ct. and Spring Oaks Circle

In Design

- Mickey Way Area (Asphalt and Drainage)
- Wild Oak Circle, Echo Valley and Cavell St.
- Public Works Building

Utility Fund

The proposed Utility Fund budget for FY 2025-2026 totals \$3,652,927, a 5% increase over the FY 2024-2025 adopted budget of \$3,452,484. This fund is supported primarily through user fees.

Revenues

Expenditures

Funding will support:

Salaries, benefits, and operations

- Salary and benefits will mirror those of General Fund employees.

Utility infrastructure maintenance

Equipment replacement

Conclusion

The FY 2025–2026 Proposed Budget reflects the City’s ongoing fiscal discipline and dedication to preserving a high quality of life for residents. The budget maintains core services, supports infrastructure, and provides strategic investments to ensure the City's long-term sustainability.

3. ADJOURNMENT

Council Member Carpenter motioned to adjourn the meeting at 5:53 p.m. and Council Member Bass seconded the motion. Motion carried 4-0.

Attest:

Signed:

Jasmin Torres
City Secretary

Marcus Vajdos
Mayor

**MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, JUNE 24, 2025 AT 6:00 PM
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Vajdos at 6:03 p.m.

Members Present:

Mayor Marcus Vajdos

Mayor ProTem Allen Carpenter

Council Member Steve Bass

Council Member David Dominy (left at 6:47 p.m.)

Council Member John Lisenby

Members Absent:

Council Member Joy McCormack

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.

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

3. INTRODUCTIONS

John McDonald, City Administrator

Loren Smith, City Attorney

Rolando Rodriguez, Court Administrator / Deputy City Secretary

Susan Thornhill, Assistant City Treasurer

Kristina Watson, Public Works Director

Abbey Anderson, Assistant to the City Administrator

Mark Schulze, Chief of Police

Justin Lane, Assistant Chief of Police

5. PUBLIC COMMENTS

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

5.1.1 Cathleen Chang, who lives at 8324 Winningham, addressed the City Council regarding reforestation and restoration of the City's tree canopy.

At this time, Mayor Vajdos requested that Agenda Item 11 be taken out of order. Council Member Dominy made a motion for Agenda Item 11 to be taken out of order, and Council

Member Lisenby seconded the motion. Motion Carried 4-0.

11. 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:

11.1 Section 551.074 - Personnel Matters to deliberate the duties of the City Administrator.

11.2 Section 551.074 - Personnel Matters to deliberate the Appointment of the City Treasurer.

Council adjourned into the Executive Session at 6:09 p.m.

12. RECONVENE

12.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Personnel matters to deliberate the duties of the City Administrator.

12.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING: Personnel matters to deliberate the Appointment of the City Treasurer.

The City Council meeting reconvened at 6:29 p.m.

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 Approval of Minutes for Special Called City Council Meeting on May 27, 2025.

6.2 Approval of Minutes for Regular Meeting of the City Council on May 27, 2025.

6.3 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 13, Cedarspur & Burkhart Pavement & Utility Improvement Project.

6.4 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Change Order No. 3 for the Brighton Place Pavement & Utility Improvement Project

6.5 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 14 Brighton Place Pavement & Utility Improvement Project

6.6 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Pay Estimate No. 5, Water Plant Electrical Improvement Project.

6.7 **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Proposal by CobbFendley to provide Engineering Services for the Bingle Road Restripping Project

Council Member Dominy made a motion to approve all items on the Consent Agenda, and

Council Member Carpenter seconded the motion. Motion carried 4-0.

7. DEPARTMENT REPORTS

7.1 City Administration

Assistant to the City Administrator Abbey Anderson briefed the Council on the success of recently past City Park events, upcoming fall events, and brief details of plans for the holiday tree-lighting event. City Administrator John McDonald briefed the Council on feedback on park events. He also addressed the approach the City is planning to address the concerns raised by Ms. Chang from his meeting with her earlier in the week, and when addressing the City Council during public comments. The plans to address Mrs. Chang's concerns, as well as other residents' concerns regarding the City's tree canopy, included a tree grant program for the City and tree giveaway events.

7.2 Public Works Department

Public Works Director Kristina Watson briefed the Council on the following projects: Brighton Place, the Water Plant Electrical Improvement Project, and updates on the Water Plant Generator. Director Watson's updates were as follows:

- **Brighton Place:** The roadway on Pech has been completed with the exception to 3 driveways and a section of curb that will both be poured tomorrow. Pech Road will be fully open beginning tomorrow. Conrad is working on moving traffic control signage for the next phase. On Thursday, they will begin demoing the first 1000 (one thousand) feet on the Northside of Winningham from Pech to Bingle. Traffic on Winningham will be diverted to the southbound lane headed west in that section.
- **Water Plant Electrical Improvement Project:** The Project is still proceeding on schedule. The contractor continues to work on demoing and replacing equipment as it arrives on site.
- **Water Plant Generator:** The new generator for the water plant was delivered today and should be fully connected by Friday.

7.3 Police Department

Chief Schulze provided the Police Department Staff Report to the Ciity Council.

1. Number of calls for service - 3,749
2. Number of traffic violations - 1,238

7.4 Village Fire Department and activities of the VFD Board of Commissioners

Brian Croft presented the Village Fire Department updates for May 2025, including updates on staffing, equipment, major calls, and ongoing projects.

8. RECESS REGULAR CITY COUNCIL MEETING

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

The Regular meeting of the City Council recessed at 6:52 p.m.

9. RECONVENE MEETING OF CITY COUNCIL

The Regular meeting of the City Council reconvened at 7:02 p.m.

10. NEW BUSINESS

- 10.1 CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Authorizing the City Administrator to enter into an agreement with Project Luong for architectural services related to the development of a conceptual design for a new public works facility in an amount not to exceed \$44,000.

Council Member Lisenby made a motion authorizing City Administrator McDonald to enter into an agreement with Project Luone for the architectural services related to the development of a conceptual design for a public works facility, and Council Member Carpenter seconded the motion. Motion carried 3-0.

- 10.2 CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Appointments / Re-Appointments to Boards and Commissions

- A. Planning and Zoning Commission
- B. Board of Adjustments

Mayor Vajdos recommended re-appointing Jarrad Bourger, Trey Hoffman, Brad Jones, and Jerry Kent to the Planning and Zoning Commission. Included in this recommendation was recommending Nathan Carroll as an alternate member to a regular member and Lucian Buckowski as an alternate member to the Planning and Zoning Commission. For the Board of Adjustments, Mayor Vajdos's recommendations included re-appointing Salim Ahmed and Susan Diehl as alternate members and Lance Lee as a regular member. Blane Vincent was recommended as a regular member with Travis Wilson and Clarence Boeckman as alternate members to the Board of Adjustments. Council Member Bass made a motion to approve Mayor Vadjos' recommendation of appointments and re-appointments for the Planning and Zoning and Board of Adjustments. Council Member Lisenby seconded the motion. Motion carried 3-0.

- 10.3 CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A recommendation from the Parks and Greenspace Board for the Approval of a Sponsorship Policy for City Events.

Council Member Bass made a motion to approve the recommendation from the Parks and Greenspace Board for the Approval of a Sponsorship Policy for City Events, and Council Member Lisenby seconded the motion. Motion carried 3-0.

4. PROCLAMATIONS / ANNOUNCEMENTS / SWEARING-IN

4.1 Administer Oaths of Office

- Council Member Steve Bass

Mayor Vajdos administered the oath of office to Council Member Bass.

13. ADJOURNMENT

Council Member Lisenby motioned to adjourn the meeting at 7:23 p.m., and Council Member Carpenter seconded the motion. Motion carried 3-0.

Attest:

Signed:

Jasmin Torres
City Secretary

Marcus Vajdos
Mayor



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance-XX - An Ordinance of the City of Spring Valley Village, Texas, Amending the Code of Ordinances of the City of Spring Valley Village, Texas, by Deleting all uses of the Title "City Treasurer" and Replacing such with a new Title "Finance Director"; Providing for the Incorporation of a Preamble; and Providing a Repealer Clause; A Severability Clause, and a Savings Clause

BACKGROUND:	<p>In an effort to properly consider the evolution of the City Treasurer's position over the years and better reflect the shift in focus to a broader scope of financial management and strategic leadership, the attached ordinance replaces the title "City Treasurer" with "Finance Director" throughout the City's Code of Ordinances. It appears six times in the Code.</p> <p>The position oversees the Finance Department, which includes three positions:</p> <ul style="list-style-type: none">• City Treasurer, Assistant City Treasurer, Administrative Services Coordinator. <p>The Finance Department includes the following areas of responsibility:</p> <ul style="list-style-type: none">• Financial Reporting and Annual Audit• Budget Management• Investments• Accounts Payable• Long-range financial planning• Payroll• Utility Billing• Purchasing
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- Debt Management.

Finance Director indicates a higher level of leadership and involvement in overall strategic planning. Additionally, renaming the role reflects a move towards a more modern understanding of municipal finance, aligning with current best practices in governmental accounting and financial management.

ATTACHMENTS: ORD - Finance Director

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends adoption of the Ordinance renaming the City Treasurer position to Finance Director.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, BY DELETING ALL USES OF THE TITLE “CITY TREASURER” AND REPLACING SUCH WITH A NEW TITLE “FINANCE DIRECTOR”, PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE.

WHEREAS, the City of Spring Valley Village desires to amend the Code of Ordinances of the City of Spring Valley Village, Texas, by deleting all references to the title “City Treasurer” and replacing such with a new title “Finance Director”; and

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

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

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

Section 2. All uses of the title “City Treasurer” are hereby deleted from the Code of Ordinances of the City of Spring Valley Village, Texas, and replace with a new title “Finance Director.”

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

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

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

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

DULY PASSED, APPROVED AND ORDAINED on this the 26th day of August, 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: Approval of a Resolution of the City Council of the City of Spring Valley Village, Texas, Ratifying the Actions of the City Administrator in Executing Pay Estimate Number 6, Water Plant Improvement Project; Providing for Incorporation of Preamble; and Providing for an Effective Date</p>

BACKGROUND:	<p>On July 23, 2025, City Administrator John McDonald authorized payment of the 6th 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 May 29 through June 30, 2025, in the amount of \$185,859.00.</p> <p>This has been the normal practice for project payments due in July, so that the contractor does not have to wait an additional month for payment. Mr. McDonald notified both the Mayor and Mayor Pro-Tem of the payment.</p> <p>Pay Estimate No. 6 brought the Water Plant Electrical Improvement Project to 43% paid out of the total contract amount of \$1,323,469.00.</p>
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ATTACHMENTS:	Pay Estimate No. 6, Resolution - Ratifying Execution of Pay Est No 6 Water Plant
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: Staff recommend approval of the Resolution ratifying the City Administrator's actions.



July 7, 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. 6 for the above referenced project for the period of **May 29, 2025 to June 30, 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 **\$185,859.00** at this time.

As of June 30, 2025, the project was approximately 43% 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".

Marcel Khouw, P.E.
Senior Project Manager

MK/kip X:\2300\231600800 CoSVV Water Plant Electrical Project\CPS\110 Pay Req\Pay Estimate No. 6.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

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

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

IDS Project No.: 2316-008-00

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

Owner: City of Spring Valley Village

Application Date: 6/25/2025 Application No.: 6
5/29/2025

Notice to Proceed Date: Contract Duration: 420 Calendar Days

Period From: ~~6/1/2025~~ To: 6/30/2025

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: 4 Weather Days Granted: 4
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: 6/25/2025

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	\$ 573,010.00
Retainage 10 %	\$ 57,301.00
Total Earned Less Retainage	\$ 515,709.00
Less Previous Certificates for Payment	\$ 329,850.00
Current Payment Due	\$ 185,859.00

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: 7/7/2025

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: 6
 Application Date: 6/25/25
 Period To: 6/30/25
 Project No: 2024-05-101

A ITEM NO.	B DESCRIPTION OF WORK 0.00	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE 10%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		PERCENT %			
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	\$ -	\$ 10.00	\$ -	\$ 10.00	10%	\$ 90.00	\$ 1.00
BOOSTER PUMP STATION IMPROVEMENTS									
3a	Furnish and install new pumps	\$ 60,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	50%	\$ 30,000.00	\$ 3,000.00
3b	Furnish and install new motors	\$ 60,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	50%	\$ 30,000.00	\$ 3,000.00
3c	Furnish and install new power	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00	\$ -
3d	Furnish and install new controls	\$ 50,000.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	50%	\$ 25,000.00	\$ 2,500.00
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	\$ -	\$ 12,500.00	\$ -	\$ 12,500.00	50%	\$ 12,500.00	\$ 1,250.00
4b	Removal and replacement of 1 A/C unit	\$ 5,000.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	50%	\$ 2,500.00	\$ 250.00
4c	Repair of CMU walls, painting of interior and exterior walls	\$ 15,000.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	10%	\$ 13,500.00	\$ 150.00
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	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100%	\$ -	\$ 2,500.00
4f	Installation of PVC storm sewer	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -	\$ 2,000.00
5a	Electrical instrumentation and control- removal of existing and complete replacement of utility main, automatic transfer switch and power distribution switchboard	\$ 200,000.00	\$ 100,000.00	\$ 50,000.00	\$ -	\$ 150,000.00	75%	\$ 50,000.00	\$ 15,000.00
5b	Removal of existing MCC and replacement with a RVSS and variable speed drives of equipment	\$ 100,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	20%	\$ 80,000.00	\$ 2,000.00
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	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100%	\$ -	\$ 4,000.00
5e	Removal of existing and complete replacement of Well #1 and pump station control system with PLC system	\$ 150,000.00	\$ -	\$ 37,500.00	\$ -	\$ 37,500.00	25%	\$ 112,500.00	\$ 3,750.00
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	\$ 366,500.00	\$ 206,510.00	\$ -	\$ 573,010.00	43%	\$ 750,459.00	\$ 57,301.00	
Change Orders										
1		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Sub Total Change Orders		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
GRAND TOTAL		\$ 1,323,469.00	\$ 366,500.00	\$ 206,510.00	\$ -	\$ 573,010.00	43%	\$ 750,459.00	\$ 57,301.00	

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 25th day of June, 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 25th day of June 2025.

MY COMMISSION EXPIRES: 8/9/25

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

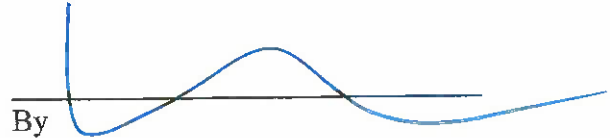
Project Number: 2024-05-101

In consideration of Pay Estimate No. 6 in the amount of One Hundred Eighty Five Thousand Eight Hundred Fifty Nine Dollars 00/100 (\$ 185,859.00) 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 25th day of June, 2025.

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

By 

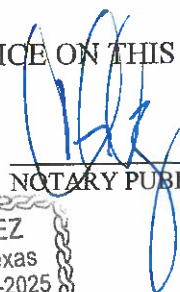
VP Special Projects
Title

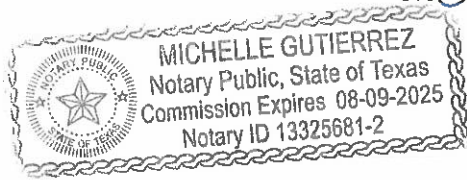
THE STATE OF TEXAS
COUNTY OF HARRIS

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 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 25th day of June 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: 6/25/25

PROJECT NUMBER: 2024-05-101

We request extension of completion time on our Contract in the amount of 4 Calendar Days specified as follows: (Please circle day of the month)

Month: June

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 4 calendar days.

Recommend disapproval. (See following comments)

IDS ENGINEERING GROUP

By: Date: 7/7/2025

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: 6/25/25

Invoice No.

W028321-6

P.O. NO.	PROJECT NAME AND / OR ADDRESS <p style="text-align: center;">Water Plant Electrical</p>	SUBCONTACT NO. <p style="text-align: center;">2024-05-101</p>
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*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 - \$573,010.00

Less 10% Retained \$57,301.00

\$515,709.00

Less Previous Billings \$329,850.00

\$329,850.00

TOTAL THIS INVOICE ----- \$185,859.00

Thank You!

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING PAY ESTIMATE NUMBER 6 TO MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF C.F. MCDONALD ELECTRIC INC., IN THE AMOUNT OF \$185,859.00 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF C.F. MCDONALD ELECTRIC INC., FOR THE WATER PLANT ELECTRICAL IMPROVEMENT PROJECT (CSB #2024-05-101); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2024, the City Administrator executed Pay Estimate Number 6 to McDonal Municipal and Industrial A division of C.F. McDonald Electric inc., in the amount of \$185,859.00 pursuant to the Agreement by and between the City of Spring Valley Village, Texas and McDonald Municipal and Industrial A division of C.F. McDonald Electric inc. for the Water Plant Electrical Improvement Project (CSB #2024-05-101) (“Pay Estimate 6”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute Pay Estimate Number 6; and (2) that the actions of the City Administrator in executing Pay Estimate Number 6 should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing Pay Estimate Number 6 on behalf of the City of Spring Valley Village are ratified in all respects.

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

DULY PASSED AND APPROVED on this the 26th day of August, 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: Approval of a Resolution of the City Council of the City of Spring Valley Village, Texas, Ratifying the Actions of the City Administrator in Executing Pay Estimate Number 15, Brighton Place Pavement and Utility Improvement Project; Providing for Incorporation of Preamble; and Providing for an Effective Date.</p>

BACKGROUND:	<p>On July 23, 2025, City Administrator John McDonald authorized payment of the 15th pay estimate to be submitted by Conrad Construction, Ltd., for the Brighton Place Pavement and Utility Improvement Project (2023-12-105) for work completed June 1 through June 30, 2025, in the amount of \$161,144.78.</p> <p>This has been the normal practice for project payments due in July, so that the contractor does not have to wait an additional month for payment. Mr. McDonald notified both the Mayor and Mayor Pro-Tem of the payment.</p> <p>Pay estimate No. 15 brought the Brighton Place Pavement and Utility Improvement Project to 85% paid of the total contract amount of \$6,369,322.45.</p>
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ATTACHMENTS:	Brighton Place Pay App No. 15, Resolution - Ratifying Execution of Pay Est No6
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff recommend approval of the Resolution ratifying the City Administrator's actions.
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July 2, 2025

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

Re: Brighton Place Reconstruction
Payment Application #15
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #15 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 \$161,144.78.

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

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Jennifer Steen".

Jennifer Steen, PE
Sr. Project Manager

Application and Certificate for Payment

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

Estimate: #15

CONTRACT TIME

	Notice to Proceed	4/29/2024	Initial Contract Time	365	days
	Substantial Completion Date	9/7/2025	Current Approved Extensions	63	days
	Final Completion Date	9/7/2025	Previous Approved Extensions	68	days
			Total Contract Time	496	days
PAY PERIOD:	From:	6/1/2025	Spent Days	427	days
	To:	6/30/2025	Days Remaining	69	days
			Rain Days To Date	0	days
			Percent of Contract Time Completed	86%	

CHANGE ORDERS

	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	7/2/2025	Rain Days to Date	63.0
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
	3	6/3/2025	\$118.00	5.00
	Total Change Orders:		\$118,647.95	68

SUMMARY OF WORK COMPLETED

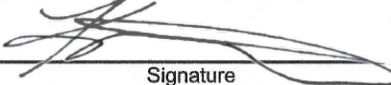
Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	118,647.95
Contract Sum to Date:	\$	6,369,322.45
Total Completed and Stored to Date:	\$	5,411,791.02
Percent of Work Installed		85%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	541,179.10
Total Earned Less Retainage:	\$	4,870,611.92
Less Previous Certificates of Payment:	\$	4,709,467.14
Current Payment Due:	\$	161,144.78

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: James R. Bolin  Date: 7.2.25
 Print Name: James R. Bolin Signature: _____
 Conrad Construction Co., LTD

Approved By: Jennifer Steen  Date: 7/2/2025
 Print Name: Jennifer Steen Signature: _____
 Cobb, Fendley & Associates, Inc.

Accepted By: Kristina Watson  Date: 7-7-2025
 Print Name: Kristina Watson Signature: _____
 City of Spring Valley Village

Application and Certificate for Payment

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

Estimate: #15

CONTRACT TIME

	Notice to Proceed	4/29/2024	Initial Contract Time	365	days
	Substantial Completion Date	9/7/2025	Current Approved Extensions	63	days
	Final Completion Date	9/7/2025	Previous Approved Extensions	68	days
			Total Contract Time	496	days
PAY PERIOD:	From:	6/1/2025	Spent Days	427	days
	To:	6/30/2025	Days Remaining	69	days
			Rain Days To Date	0	days
			Percent of Contract Time Completed	86%	

CHANGE ORDERS

	NO.	Date:	Amount:	Days:
Approved Change Orders:	0	7/2/2025	Rain Days to Date	63.0
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
	3	6/3/2025	\$118.00	5.00
	Total Change Orders:		\$118,647.95	68

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	118,647.95
Contract Sum to Date:	\$	6,369,322.45
Total Completed and Stored to Date:	\$	5,411,791.02
Percent of Work Installed		85%
Retainage, (% of Completed Work:)		10%
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Total Earned Less Retainage:	\$	4,870,611.92
Less Previous Certificates of Payment:	\$	4,709,467.14
Current Payment Due:	\$	161,144.78

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: 7/2/2025
Print Name Signature
 Cobb, Fendley & Associates, Inc.

Accepted By: Kristina Watson Date: _____
Print Name Signature
 City of Spring Valley Village

PAY ESTIMATE: #15											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #14		Pay Estimate #15		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	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	14.00	\$ 52,500.00	116.67%
4	Construction photographs	LS	1	\$ 1,400.00		0.00		0.00	0.00	\$ -	0.00%
5	TPDES Submittal	LS	1	\$ 1,000.00		0.00		0.00	1.00	\$ 1,000.00	100.00%
6	Construction Material Testing, approved geotechnical companies include Alpha Testing, Terracon, Riner Engineering, and QC Laboratories, Inc.	LS	1	\$ 105,000.00	0.03	3,150.00	0.03	3,150.00	0.84	\$ 88,200.00	84.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	100.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		0.00		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	0.03	3,300.00	0.03	3,300.00	0.99	\$ 108,900.00	99.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.03	1,500.00	0.03	1,500.00	0.86	\$ 43,000.00	86.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		0.00		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	3.00	4,650.00	8.00	\$ 12,400.00	100.00%
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,100.00		0.00	1.00	2,100.00	2.00	\$ 4,200.00	100.00%
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	0.03	255.00	0.03	255.00	0.87	\$ 7,395.00	87.00%

PAY ESTIMATE: #15											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #14		Pay Estimate #15		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
17	Complete Removal of Sanitary Sewer as Needed for Construction. Sanitary sewer may be abandoned in place, where not in conflict with proposed utilities.	LF	333	\$ 16.50		0.00		0.00	0.00	\$ -	0.00%
18	Purchase and Installation of Temporary Mailboxes, Complete in Place	EA	119	\$ 100.00		0.00	18.00	1,800.00	102.00	\$ 10,200.00	85.71%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75		0.00		0.00	5,450.00	\$ 36,787.50	57.73%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00	1.00	7,000.00		0.00	3.00	\$ 21,000.00	150.00%
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	50.00%
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 1.50		0.00		0.00	5,856.00	\$ 8,784.00	62.03%
23	Remove Existing Mailboxes, Place at Road ROW, Reinstall Existing Mailbox to Permanent Location Upon Completion of Phase, Complete in Place	EA	119	\$ 100.00		0.00	18.00	1,800.00	110.00	\$ 11,000.00	92.44%
24	Remove and Cap Irrigation Line at Road Right-of-Way. Paid per Each Property that has Irrigation Inside the Road Right-of-Way	Lot	35	\$ 550.00		0.00	9.00	4,950.00	82.00	\$ 45,100.00	234.29%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00	404.00	6,060.00		0.00	1,223.00	\$ 18,345.00	47.26%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 900.00	3.00	2,700.00		0.00	17.00	\$ 15,300.00	80.95%
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	0.03	600.00	0.03	600.00	0.69	\$ 13,800.00	69.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00	427.00	427.00		0.00	2,427.00	\$ 2,427.00	58.61%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50	1,194.45	7,763.93	3,109.04	20,208.76	17,816.24	\$ 115,805.56	80.05%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00	250.00	250.00	270.00	270.00	2,866.00	\$ 2,866.00	61.63%

PAY ESTIMATE: #15											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #14		Pay Estimate #15		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 12.50	1,084.68	13,558.50	1,087.86	13,598.25	15,362.01	\$ 192,025.13	72.00%
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place	LF	594	\$ 195.00		0.00		0.00	0.00	\$ -	0.00%
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 90.00		0.00		0.00	1,075.00	\$ 96,750.00	100.00%
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 130.00		0.00		0.00	5,489.00	\$ 713,570.00	100.59%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		0.00		0.00	542.00	\$ 94,850.00	100.00%
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,500.00		0.00		0.00	60.00	\$ 90,000.00	100.00%
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,500.00		0.00		0.00	66.00	\$ 165,000.00	101.54%
40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 5,000.00		0.00	1.00	5,000.00	1.00	\$ 5,000.00	100.00%
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	5,627.00	\$ 5,627.00	100.00%
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,500.00		0.00		0.00	2.00	\$ 13,000.00	200.00%
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 850.00		0.00		0.00	12.00	\$ 10,200.00	100.00%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 7,500.00		0.00		0.00	12.00	\$ 90,000.00	100.00%
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 54,500.00		0.00		0.00	1.00	\$ 54,500.00	100.00%
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 50,000.00		0.00		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	1.00	\$ 40,000.00	100.00%
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 650.00	2.00	1,300.00	12.00	7,800.00	126.00	\$ 81,900.00	103.28%
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	76.00	9,880.00		0.00	1,024.00	\$ 133,120.00	57.85%

PAY ESTIMATE: #15											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #14		Pay Estimate #15		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	378	\$ 200.00		0.00		0.00	180.00	\$ 36,000.00	47.62%
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	351.00	84,240.00		0.00	390.00	\$ 93,600.00	105.12%
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,350.00		0.00		0.00	833.00	\$ 1,124,550.00	100.60%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00		0.00		0.00	16.00	\$ 80,000.00	84.21%
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 5,500.00	2.00	11,000.00		0.00	6.00	\$ 33,000.00	100.00%
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 7,300.00		0.00		0.00	2.00	\$ 14,600.00	100.00%
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 5,000.00		0.00		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	632.36	43,316.66	1,490.04	102,067.74	15,386.90	\$ 1,054,002.65	72.02%
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	500.00	2,250.00	6,577.00	\$ 29,596.50	62.20%
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 6.00		0.00		0.00	11.00	\$ 66.00	1.29%
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 9.50	248.75	2,363.13		0.00	2,757.13	\$ 26,192.74	69.78%
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: #15											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #14		Pay Estimate #15		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 10,000.00		0.00		0.00	0.00	\$ -	0.00%
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 4,750.00		0.00		0.00	0.00	\$ -	0.00%
B. EXTRA WORK ITEMS											
1	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,000.00		0.00		0.00	0.00	\$ -	0.00%
C. ALLOWANCE											
1	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City (used for Change Order 1)	LS	1	\$ 25,000.00		0.00		0.00	0.00	\$ -	0.00%
CHANGE ORDER NO. 1											
CO1.1	Cured-in-Place Storm Sewer	LS	1	\$ 72,237.00		0.00		0.00	1.00	\$ 72,237.00	100.00%
CO1.2	Short Side Service Lead (\$1,675 EA) 6 approved on CH 1	EA	6	\$ 1,675.00		0.00		0.00	0.00	\$ -	0.00%
CO1.3	Long Side Service Lead (\$2,225 EA) 6 approved on CH 2	EA	6	\$ 2,225.00		0.00		0.00	12.00	\$ 26,700.00	200.00%
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					1.00	\$ 16,554.00	100.00%
CO2-2	Additional survey	LS	1	\$ 5,650.25					1.00	\$ 5,650.25	100.00%
CO2-3	Lower storm sewer, extra excavation	LS	1	\$ 25,688.70		0.00		0.00	1.00	\$ 25,688.70	100.00%

	Total 202,414.21	Total 179,049.75
	Retainer 10% 20,241.42	Retainer 10% 17,904.98
Original Contract Amount: \$ 6,250,674.50	Total 182,172.79	Total 161,144.78
Number of requested Rain Days:	5	4

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

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING PAY ESTIMATE NUMBER 15 TO CONRAD CONSTRUCTION CO., LTD. IN THE AMOUNT OF \$161,144.78 PURSUANT TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND CONRAD CONSTRUCTION CO., LTD. THE BRIGHTON PLACE PAVEMENT & UTILITY IMPROVEMENTS PROJECT (CSB #2023-12-105); PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2024, the City Administrator executed Pay Estimate Number 15 to Conrad Construction, CO., LTD. in the amount of \$161,144.78 pursuant to the Agreement by and between the City of Spring Valley Village, Texas and Conrad Construction CO., LTD. for the Brighton Place Pavement & Utility Improvements Project (CSB #2023-12-105) (“Pay Estimate 15”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, on behalf of the City of Spring Valley Village; and

WHEREAS, upon review and consideration of all matters attendant and related thereto, the City Council hereby finds and determines that: (1) it is in the best interests of the City of Spring Valley Village and its citizens to execute Pay Estimate Number 15; and (2) that the actions of the City Administrator in executing Pay Estimate Number 15 should be ratified in all respects.

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

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

Section 2. The actions of the City Administrator taken for and on behalf of the City in executing Pay Estimate Number 15 on behalf of the City of Spring Valley Village are ratified in all respects.

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

DULY PASSED AND APPROVED on this the 26th day of August, 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: Kristina Watson, Public Works Director
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of Pay Estimate No. 16 Brighton Place Pavement & Utility Improvement Project

BACKGROUND: This is the 16th pay estimate to be submitted by Conrad Construction, Ltd., for the Brighton Place Pavement and Utility Improvement Project (2023-12-105) for work completed July 1 through July 31, 2025, **in the amount of \$208,212.86**

Pay application No. 16 brings the Brighton Place project at 89% paid of the total contract amount of \$6, 369,322.45.

ATTACHMENTS: Brighton Place Pay App No. 16

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. 16 and recommend approval.

August 5, 2025

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

Re: Brighton Place Reconstruction
Payment Application #16
CFA Project No. 2212-056-01

Dear Kristina Watson:

Attached is Payment Application #16 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 \$208,212.86.

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: #16

CONTRACT TIME

Notice to Proceed	4/29/2024	Initial Contract Time	365	days
Substantial Completion Date	9/11/2025	Current Approved Extensions	67	days
Final Completion Date	9/11/2025	Previous Approved Extensions	68	days
		Total Contract Time	500	days
PAY PERIOD:	From: 7/1/2025	Spent Days	458	days
	To: 7/31/2025	Days Remaining	42	days
		Rain Days To Date	0	days
		Percent of Contract Time Completed	92%	

CHANGE ORDERS

Approved Change Orders:	NO.	Date:	Amount:	Days:
	0	8/5/2025	Rain Days to Date	67.0
	1	10/9/2024	\$70,637.00	38
	2	1/29/2025	47,892.95	25
	3	6/3/2025	\$118.00	5.00
	Total Change Orders:		\$118,647.95	68

SUMMARY OF WORK COMPLETED

Original Contract Sum:	\$	6,250,674.50
Net Change by Change Orders:	\$	118,647.95
Contract Sum to Date:	\$	6,369,322.45
Total Completed and Stored to Date:	\$	5,643,138.65
Percent of Work Installed		89%
Retainage, (% of Completed Work:)		10%
Total Retainage:	\$	564,313.86
Total Earned Less Retainage:	\$	5,078,824.79
Less Previous Certificates of Payment:	\$	4,870,611.92
	Current Payment Due: \$	208,212.86

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: James R. Balow  Date: 8.5.25
 Print Name: _____ Signature: _____
 Conrad Construction Co., LTD

Approved By: Jennifer Steen  Date: 8/5/2025
 Print Name: _____ Signature: _____
 Cobb, Fendley & Associates, Inc.

Accepted By: Kristina Watson _____ Date: _____
 Print Name: _____ Signature: _____
 City of Spring Valley Village

PAY ESTIMATE: #16											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #15		Pay Estimate #16		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	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	15.00	\$ 56,250.00	125.00%
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	0.03	3,150.00	0.04	4,200.00	0.88	\$ 92,400.00	88.00%
7	Bypass Pumping for Sanitary Sewer	LS	1	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	100.00%
8	Control of Ground and Surface Water, Including Bypass Pumping	LS	1	\$ 1.00		0.00		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	0.03	3,300.00	0.01	1,100.00	1.00	\$ 110,000.00	100.00%
12	Tree and Plant Protection, Including Root Pruning, Crown Cleaning Prune	LS	1	\$ 50,000.00	0.03	1,500.00	0.04	2,000.00	0.90	\$ 45,000.00	90.00%
13	Removal of Tree 0 – 11.99" (or Palm Tree), species varies.	EA	1	\$ 1,050.00		0.00		0.00	3.00	\$ 3,150.00	300.00%
14	Removal of Tree 12 – 29.99", species varies	EA	8	\$ 1,550.00	3.00	4,650.00		0.00	8.00	\$ 12,400.00	100.00%
15	Removal of Tree 30 – 45", species varies	EA	2	\$ 2,100.00	1.00	2,100.00		0.00	2.00	\$ 4,200.00	100.00%
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	0.03	255.00	0.04	340.00	0.91	\$ 7,735.00	91.00%

PAY ESTIMATE: #16											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #15		Pay Estimate #16		YEAR TO DATE		
					QUANTITY INSTALLED	QUANTITY INSTALLED	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	18.00	1,800.00		0.00	102.00	\$ 10,200.00	85.71%
19	Purchase and Installation of St. Augustine Block Sodding, Including Sod, Fertilizer, Topsoil, Watering, Complete in Place	SY	9,440	\$ 6.75		0.00	1,450.00	9,787.50	6,900.00	\$ 46,575.00	73.09%
20	Purchase and Installation of 4-Foot Precast Concrete Manholes, Complete in Place	EA	2	\$ 7,000.00		0.00	2.00	14,000.00	5.00	\$ 35,000.00	250.00%
21	Rehabilitation of Existing Manhole, Complete in Place	EA	2	\$ 4,500.00		0.00		0.00	1.00	\$ 4,500.00	50.00%
22	Grade and Shape Between Road and ROW	SY	9,440	\$ 1.50		0.00	1,590.00	2,385.00	7,446.00	\$ 11,169.00	78.88%
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	18.00	1,800.00		0.00	110.00	\$ 11,000.00	92.44%
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	9.00	4,950.00	5.00	2,750.00	87.00	\$ 47,850.00	248.57%
25	Removal and Proper Disposal of Storm Sewer, Back Fill Void with Select Fill, Complete in Place	LF	2,588	\$ 15.00		0.00		0.00	1,223.00	\$ 18,345.00	47.26%
26	Removal and Proper Disposal of Storm Sewer Inlets & Manholes, Back Fill Void with Select Fill, Complete in Place	EA	21	\$ 900.00		0.00		0.00	17.00	\$ 15,300.00	80.95%
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	0.03	600.00	0.10	2,000.00	0.79	\$ 15,800.00	79.00%
30	Trench Safety System, Including Storm Sewer, Water Line, Bore Pits, Sanitary Sewer	LF	4,141	\$ 1.00		0.00	930.00	930.00	3,357.00	\$ 3,357.00	81.07%
31	Complete Removal and Proper Disposal of Pavement (Thickness Varies), Including Driveways, Walkways and Curb	SY	22,256	\$ 6.50	3,109.04	20,208.76	60.55	393.58	17,876.79	\$ 116,199.14	80.32%
32	Roadway Excavation and Haul-Off	CY	4,650	\$ 1.00	270.00	270.00	280.00	280.00	3,146.00	\$ 3,146.00	67.66%

PAY ESTIMATE: #16											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #15		Pay Estimate #16		YEAR TO DATE		
					QUANTITY INSTALLED	Amount	QUANTITY INSTALLED	Amount	Quantity	Amount	Percent Comp.
33	Provide and Install 8-Inch Lime Stabilized Subgrade (5%), Including Lime, Manipulation, and Compaction, Complete in Place, per the geotechnical report.	SY	21,335	\$ 12.50	1,087.86	13,598.25	1,559.99	19,499.88	16,922.00	\$ 211,525.00	79.32%
34	Purchase and Installation of 12-inch Sanitary Sewer, Complete in Place	LF	594	\$ 195.00		0.00		0.00	0.00	\$ -	0.00%
35	Purchase and Installation of 6-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	1,075	\$ 90.00		0.00		0.00	1,075.00	\$ 96,750.00	100.00%
36	Purchase and Installation of 8-Inch Diameter Water Line, by Trenchless Construction, Complete in Place	LF	5,457	\$ 130.00		0.00		0.00	5,489.00	\$ 713,570.00	100.59%
37	Purchase and Installation of 8-Inch Diameter Water Line, by open cut Complete in Place	LF	542	\$ 175.00		0.00		0.00	542.00	\$ 94,850.00	100.00%
38	Water Tap and Service Line -Short Connections, Connect to Existing Meter, Complete in Place	EA	60	\$ 1,500.00		0.00		0.00	60.00	\$ 90,000.00	100.00%
39	Water Tap and Service Line -Long Connections, Connect to Existing Meter, Complete in Place	EA	65	\$ 2,500.00		0.00		0.00	66.00	\$ 165,000.00	101.54%
40	Purchase and Installation of 8-Inch Wet Connection, Complete in Place	EA	1	\$ 5,000.00	1.00	5,000.00		0.00	1.00	\$ 5,000.00	100.00%
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	5,627.00	\$ 5,627.00	100.00%
42	Purchase and Installation of 8-Inch Tapping Sleeve & Valve, Complete in Place	EA	1	\$ 6,500.00		0.00		0.00	2.00	\$ 13,000.00	200.00%
43	Removal of Existing Fire Hydrant Assembly	EA	12	\$ 850.00		0.00		0.00	12.00	\$ 10,200.00	100.00%
44	Purchase and Installation of New Fire Hydrant Assembly, Complete in Place	EA	12	\$ 7,500.00		0.00		0.00	12.00	\$ 90,000.00	100.00%
45	Purchase and Installation of Concrete Junction Box JB01, Complete in Place	LS	1	\$ 54,500.00		0.00		0.00	1.00	\$ 54,500.00	100.00%
46	Purchase and Installation of Concrete Junction Box JB02, Complete in Place	LS	1	\$ 50,000.00		0.00		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	1.00	\$ 40,000.00	100.00%
48	Purchase and Installation of 4-Inch Yard Drain with Steel Curb Box, Complete in Place	EA	122	\$ 650.00	12.00	7,800.00	3.00	1,950.00	129.00	\$ 83,850.00	105.74%
49	Purchase and Installation of 24-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	1,770	\$ 130.00		0.00	930.00	120,900.00	1,954.00	\$ 254,020.00	110.40%

PAY ESTIMATE: #16											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #15		Pay Estimate #16		YEAR TO DATE		
					QUANTITY INSTALLED	QUANTITY INSTALLED	Quantity	Amount	Quantity	Amount	Percent Comp.
50	Purchase and Installation of 36-Inch Storm Sewer (RCP or HP) by Open Cut, Including Cement Stabilized Sand, Complete in Place	LF	378	\$ 200.00		0.00		0.00	180.00	\$ 36,000.00	47.62%
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	390.00	\$ 93,600.00	105.12%
52	Purchase and Installation of 10-Foot by 5-Foot Reinforced Concrete Box by Open Cut, Complete in Place	LF	828	\$ 1,350.00		0.00		0.00	833.00	\$ 1,124,550.00	100.60%
53	Purchase and Installation of Precast Type BB Inlet, Complete in Place	EA	19	\$ 5,000.00		0.00	4.00	20,000.00	20.00	\$ 100,000.00	105.26%
54	Purchase and Installation of Precast Type C Inlet, Complete in Place	EA	6	\$ 5,500.00		0.00		0.00	6.00	\$ 33,000.00	100.00%
55	Purchase and Installation of Precast Type C1 Inlet, Complete in Place	EA	2	\$ 7,300.00		0.00		0.00	2.00	\$ 14,600.00	100.00%
56	Temporary Pavement, As Needed for Construction Phasing	LS	1	\$ 5,000.00		0.00		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	1,490.04	102,067.74	334.05	22,882.43	15,720.95	\$ 1,076,885.08	73.58%
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	500.00	2,250.00		0.00	6,577.00	\$ 29,596.50	62.20%
65	Purchase and Installation of 6-Inch Concrete Curb, Complete in Place	LF	852	\$ 6.00		0.00		0.00	11.00	\$ 66.00	1.29%
66	Purchase and Installation of 4 1/2-Inch Concrete Walkway and Steps, Complete in Place	SF	3,951	\$ 9.50		0.00	231.50	2,199.25	2,988.63	\$ 28,391.99	75.64%
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: #16											
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	Pay Estimate #15		Pay Estimate #16		YEAR TO DATE		
					QUANTITY INSTALLED	QUANTITY INSTALLED	Quantity	Amount	Quantity	Amount	Percent Comp.
68	Install New Traffic Loops to Ground Box. Match Existing Loop Size and Type. Revise signal timing to Preconstruction Conditions	LS	1	\$ 10,000.00		0.00		0.00	0.00	\$ -	0.00%
69	Purchase and Installation of Black Speed Cushion including White Pavement Markings, Complete in Place	EA	6	\$ 4,750.00		0.00		0.00	0.00	\$ -	0.00%
B. EXTRA WORK ITEMS											
1	Cure-in-Place Line Existing Storm Manhole, Complete in Place	EA	1	\$ 4,000.00		0.00		0.00	0.00	\$ -	0.00%
C. ALLOWANCE											
1	Construction Allowance for Unforeseen Circumstances Pre-Approved by the City (used for Change Order 1)	LS	1	\$ 25,000.00		0.00		0.00	0.00	\$ -	0.00%
CHANGE ORDER NO. 1											
CO1.1	Cured-in-Place Storm Sewer	LS	1	\$ 72,237.00		0.00		0.00	1.00	\$ 72,237.00	100.00%
CO1.2	Short Side Service Lead (\$1,675 EA) 6 approved on CH 1	EA	6	\$ 1,675.00		0.00		0.00	0.00	\$ -	0.00%
CO1.3	Long Side Service Lead (\$2,225 EA) 6 approved on CH 2	EA	6	\$ 2,225.00		0.00		0.00	12.00	\$ 26,700.00	200.00%
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					1.00	\$ 16,554.00	100.00%
CO2-2	Additional survey	LS	1	\$ 5,650.25					1.00	\$ 5,650.25	100.00%
CO2-3	Lower storm sewer, extra excavation	LS	1	\$ 25,688.70		0.00		0.00	1.00	\$ 25,688.70	100.00%

Original Contract Amount: \$ 6,250,674.50	Total	179,049.75	Total	231,347.63
	Number of requested Rain Days:	4	Retainer 10%	23,134.76
	Total	161,144.78	Total	208,212.86

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



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: Kristina Watson, Public Works Director
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of Pay Estimate No. 7, Water Plant Electrical Improvement Project.

BACKGROUND: This is the 7th 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 July 1 through July 30, 2025, **in the amount of \$38,034.00.**

Pay estimate No. 7 brings the Water Plant Electrical Improvement Project to 46% paid of the total contract amount of \$1,323, 469.00.

ATTACHMENTS: Pay Estimate No. 7

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. 7 and recommend approval.



August 14, 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. 7 for the above referenced project for the period of **July 1, 2025 to July 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 **\$38,034.00** at this time.

As of July 31, 2025, the project was approximately 46% 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".

Marcel Khouw, P.E.
Senior Project Manager

MK/kip X:\2300\231600800 CoSVV Water Plant Electrical Project\CPS\110 Pay Req\Pay Estimate No. 7.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

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

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

IDS Project No.: 2316-008-00

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

Owner: City of Spring Valley Village

Application Date: 7/24/2025 Application No.: 7

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

Period From: 7/1/2025 To: 7/31/2025

CHANGE ORDER SUMMARY

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

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	\$ 615,270.00
Retainage _____ 10 %	\$ 61,527.00
Total Earned Less Retainage	\$ 553,743.00
Less Previous Certificates for Payment	\$ 515,709.00
Current Payment Due	\$ 38,034.00

Net Change by Change Orders _____

Weather Days Requested To Date: 4 Weather Days Granted: 4
Liquidated Damages Assessed: None

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

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: 7/24/2025

Engineer: IDS Engineering Group
Signed By: _____ Date: 8/18/2025

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: 7
 Application Date: 7/24/25
 Period To: 7/31/25
 Project No: 2024-05-101

A ITEM NO.	B DESCRIPTION OF WORK 0.00	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H PERCENT %	I BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		PERCENT	PERCENT			
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	\$ 10.00	\$ 10.00	\$ -	\$ 20.00	20%	\$ 80.00	\$ 2.00	
BOOSTER PUMP STATION IMPROVEMENTS										
3a	Furnish and install new pumps	\$ 60,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	50%	\$ 30,000.00	\$ 3,000.00	
3b	Furnish and install new motors	\$ 60,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	50%	\$ 30,000.00	\$ 3,000.00	
3c	Furnish and install new power	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00	\$ -	
3d	Furnish and install new controls	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	50%	\$ 25,000.00	\$ 2,500.00	
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	\$ 12,500.00	\$ 6,250.00	\$ -	\$ 18,750.00	75%	\$ 6,250.00	\$ 1,875.00	
4b	Removal and replacement of 1 A/C unit	\$ 5,000.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	50%	\$ 2,500.00	\$ 250.00	
4c	Repair of CMU walls, painting of interior and exterior walls	\$ 15,000.00	\$ 1,500.00	\$ 6,000.00	\$ -	\$ 7,500.00	50%	\$ 7,500.00	\$ 750.00	
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	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100%	\$ -	\$ 2,500.00	
4f	Installation of PVC storm sewer	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -	\$ 2,000.00	
5a	Electrical instrumentation and control- removal of existing and complete replacement of utility main, automatic transfer switch and power distribution switchboard	\$ 200,000.00	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	75%	\$ 50,000.00	\$ 15,000.00	
5b	Removal of existing MCC and replacement with a RVSS and variable speed drives of equipment	\$ 100,000.00	\$ 20,000.00	\$ 30,000.00	\$ -	\$ 50,000.00	50%	\$ 50,000.00	\$ 5,000.00	
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	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100%	\$ -	\$ 4,000.00	
5e	Removal of existing and complete replacement of Well #1 and pump station control system with PLC system	\$ 150,000.00	\$ 37,500.00	\$ -	\$ -	\$ 37,500.00	25%	\$ 112,500.00	\$ 3,750.00	
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	\$ 573,010.00	\$ 42,260.00	\$ -	\$ 615,270.00	46%	\$ 708,199.00	\$ 61,527.00	
Change Orders										
1		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
Sub Total Change Orders		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	
GRAND TOTAL		\$ 1,323,469.00	\$ 573,010.00	\$ 42,260.00	\$ -	\$ 615,270.00	46%	\$ 708,199.00	\$ 61,527.00	

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 24th day of July, 2025.

CONTRACTOR C.F. McDonald Electric, Inc.

By _____

VP Special Projects

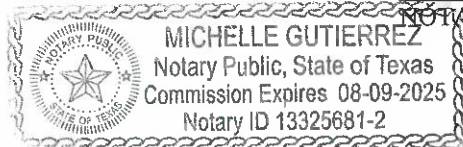
Title

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 24th day of July 2025.

MY COMMISSION EXPIRES: 8/9/25



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. 7 in the amount of Thirty Eight Thousand Thirty Four Dollars 00/100 (\$ 38,034.00) 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 24th day of July, 2025.

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

[Signature]
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 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 25th day of June 2025.

MY COMMISSION EXPIRES: 8/9/25

[Signature]
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: 7/24/25

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: July

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: [Signature]

Recommend approval for extension of calendar days.

Recommend disapproval. (See following comments)

IDS ENGINEERING GROUP

By: Date:

INVOICE
M 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: 7/24/25

Invoice No.
 W028321-7

P.O. NO.	PROJECT NAME AND / OR ADDRESS	SUBCONTACT NO.
	Water Plant Electrical	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 - \$615,270.00

Less 10% Retained \$61,527.00

\$553,743.00

Less Previous Billings \$515,709.00

TOTAL THIS INVOICE ----- \$38,034.00



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: John McDonald, City Administrator
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: The Approval of the Participation of the City of Spring Valley Village, Texas, in the Purdue Direct Settlement for States and Local Governments

BACKGROUND: A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. We are receiving this Participation Package because all eligible states and territories, including Texas, are participating in the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement.

No funds would be awarded until after the final settlement and calculation based on participants. This allows us to get in line for any funds when/if available.

ATTACHMENTS: Purdue Direct Settlement Aug 2025

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: Staff recommends Council authorize the Mayor to sign the Purdue Direct Settlement forms.

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Spring Valley Village city, TX
Reference Number: CL-1749906

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at <https://www.texasattorneygeneral.gov/globalopioidsettlement> for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Spring Valley Village city	State: TX
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: John McDonald, City Administrator
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: Approval of a Renewal Agreement with BrightArrow Technologies for Communication Services by Text, Phone, and Email.

BACKGROUND: The City implemented BrightArrow Technologies in 2024 as an additional communication tool to reach residents through text messages, phone calls, and emails. This service has been utilized by the Police Department, Public Works, and Administration to keep residents informed during various events and incidents.

Currently, 447 residents have signed up to receive BrightArrow notifications. From the City’s initial purchase of 18,000 minutes, 15,276 minutes remain, meaning no additional minutes are required at this time. The annual renewal cost for BrightArrow is \$1,020, which will continue to provide the City with a reliable and versatile communication platform for emergency alerts.

Staff continues to spread the message of BrightArrow and it's necessity to increase resident participation.

ATTACHMENTS: City of Spring Valley Village - 6548 - 2025 Renewal (1), BrightArrow Monthly Totals

FUNDING:

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

RECOMMENDATION: Staff recommends that the City Council approve the renewal of communication services through BrightArrow Technologies.

City of Spring Valley Village - 6548 - 2025 Renewal

Quote created: May 2, 2025 Reference: 20250502-123347069

City of Spring Valley Village - 6548

1025 Campbell Rd
Houston, TX 77055
United States

Abbey Anderson

aanderson@springvalleytx.com

John McDonald

jmcdonald@springvalleytx.com

Comments

Below is the renewal of your BrightArrow Minutes plan, Community Portal and a local line for the text for portal sign up.

Joe Squillaciotti - Director of Sales BrightArrow



Products & Services

BA - Community Web Portal Annual	1 x \$1,000.00 /year after \$300.00 discount \$700.00 / year
BrightArrow's Annual Bundle Subscription BrightArrow's Annual Bundle Subscription for Bundle Credits	1 x \$120.00 for 1 year
Local Line - Annual	1 x \$200.00 /year

Annual subtotal	\$900.00
after \$300.00 discount	
One-time subtotal	\$120.00
Total	\$1,020.00
Total contract value	\$1,020.00

Signature

Choose a profile to start the e-signature process.

<p>Abbey Anderson aanderson@springvalleytx.com</p>	<p>[sig req signer1]</p>
---	----------------------------

This quote expires on August 31, 2025

Purchase terms

This signed agreement establishes a 30-day payment window for BrightArrow Technologies, Inc. customers. Payments are due within 30 days of issuance of the invoice. Payment should be made in United States Dollars through ACH, PO, Credit Card (Visa or MasterCard), or Check.**

**** Any Credit Card orders \$3,500 and over will have an additional 4% fee added.**

[BrightArrow Subscription Standard Terms and Conditions](#)

Questions? Contact me



Joe Squillaciotti

Director of Sales

joe@brightarrow.com

+12065497316

BrightArrow

PO Box 7493

Bellevue, WA 98008

Month & User	Phone Calls Delivered	Phone Calls Failed	Emails Delivered	Emails Failed	SMS Texts Delivered	SMS Texts Failed
Aug-24 City of Spring Valley Village	0	0	0	0	7	0
Sep-24 City of Spring Valley Village	0	0	442	38	973	33
Oct-24 City of Spring Valley Village	0	0	2101	180	6	496
Nov-24 City of Spring Valley Village	0	0	1	0	13	0
Jan-25 City of Spring Valley Village	0	0	471	43	233	214
Feb-25 City of Spring Valley Village	0	0	225	0	212	94
Jun-25 City of Spring Valley Village	0	0	0	0	3	0
Jul-25 City of Spring Valley Village	275	9	1195	18	1136	444
Aug-25 City of Spring Valley Village	0	0	0	0	1	0

July 17, 2025

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

RE: Spring Valley Village Plant and Parking Lot – Design Topo and Boundary Resolution

Dear Ms. Watson:

We are pleased to present our proposal to perform topographic and boundary surveying services for the above-referenced project. The following scope of work defines our anticipated deliverables.

SURVEY

1) Topographic Survey

- A. Perform topographic survey services for approximately 2.2 acres in Spring Valley Village, as outlined in the exhibit attached.
- B. Survey to include 5 feet outside of the area outlined in the attached exhibit, and up to 15 feet outside outlined area for objects (obstructions), except those that are behind brick walls and buildings.
- C. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way.
- D. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures. **(Field measured elevations, sizes, material and directions will not be provided for manholes within drive lanes)**
- E. Provide SUE Level C per ASCE SUE Guidelines
 - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
 - ii. Locate markings provided by One-Call and “visible” utilities within 20 feet of the proposed and or existing right-of-way.
- F. Locate utility markings or test holes provided by 3rd party SUE providers as designated by Prime Engineer.
- G. Locate soil borings.

Deliverables: CAD file (AutoCAD .dwg format) along with ASCII point file in surface suitable for design

2) Boundary Resolution

- A. Observe sufficient boundary corners to perform an accurate resolution.
- B. Perform research in County, City and Other public records.
- C. Build boundaries based on findings in the field and findings of record, to include easements (if found).
- D. Boundaries to be reviewed by a Texas Registered Professional Land Surveyor.

Deliverables: CAD file (AutoCAD .dwg format) with boundaries labeled and current ownership shown (as shown in appraisal district – surveyor makes no representation that ownership is current) along with ASCII point file in surface

COMPENSATION

Basic Services

1) Topographic Survey	\$18,300.00
2) Boundary Resolution	\$14,300.00
TOTAL	\$32,600.00

ADDITIONAL SERVICES

Any services not reflected in the Scope of Services section of this agreement are not included in this contract. The surveyor may elect to provide or coordinate additional services, if requested, for a mutually agreed upon fee by the client and the surveyor and documented by a written addendum to this agreement.

If you have any questions regarding this proposal, please do not hesitate to call me. To indicate your acceptance of the above stated fee and to authorize us to proceed with the survey, please sign below and return a copy of this letter to our office.

Sincerely,



Carlos Jaramillo, RPLS
Project Surveyor

Ms. Kristina Watson
Public Works Director
July 17, 2025
Page 3 of 3

cc: File

Accepted:

By: _____

Name: _____

Title: _____

Date: _____



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Kristina Watson, Public Works Director
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>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. 1 to the agreement by and between the City of Spring Valley Village, Texas, and McDonald Municipal and Industrial, a Division of C.F. McDonald Electric, Inc., for the Water Plant Electrical Improvement Project; providing for the incorporation of the preamble; authorizing the Mayor to execute any and all documents necessary to effectuate such agreement; and providing an effective date.</p>

BACKGROUND:	<p>The contractor, McDonald Municipal and Industrial, a division of C.F. McDonald Electric, Inc., has submitted Change Order No. 1 in the amount of \$110,230.00 to address unforeseen conditions and operational needs identified during construction. The primary item involves the installation of a new concrete duct bank and conduit after the existing duct bank was found to be in poor condition and two conduits were discovered outside of it.</p> <p>Additional work includes constructing a sidewalk around new electrical equipment at the request of City operations, providing a Motor Control Center (MCC) bucket to ensure continued operation of Well #1, and installing a temporary low voltage electrical panel to reduce the frequency and duration of plant outages during equipment replacement.</p>
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ATTACHMENTS:	Change Order 1 McDonald Municipal, Change Order No. 1 to SVV, CoSVV_Electrical Project CO1_ltr
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION: City Staff and IDS Engineering have reviewed Change Order No. 1 and recommend approval.

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CHANGE ORDER NUMBER 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND ON MCDONALD MUNICIPAL AND INDUSTRIAL A DIVISION OF C.F. MCDONALD ELECTRIC INC., FOR THE WATER PLANT ELECTRICAL IMPROVEMENT PROJECT (CSB #2024-05-101); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Change Order Number 1 to the Agreement by and between the City of Spring Valley Village, Texas, and McDonald Municipal and Industrial A division of C.F. McDonald Electric Inc., for the Water Plant Electrical Improvement Project (CSB #2024-05-101) (“Change Order Number 1”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of Change Order Number 1 and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute Change Order Number 1 and any and all documents necessary to effectuate such Change Order Number 1 on behalf of the City of Spring Valley Village.

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

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

Section 2. The terms and conditions of Change Order Number 1, having been reviewed by the City Council of the City of Spring Valley Village is found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute Change Order Number 1 and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in Change Order Number 1 as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Change Order Number 1.

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

DULY PASSED AND APPROVED on this the 26th day of August, 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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



CONTRACT CHANGE ORDER

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

Date: 8/18/2025
 Change Order No.: 1
 Project No.: 2316-008-00
 Contract No.: 1

Owner: City of Spring Valley Village

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

		REVISED CONTRACT AMOUNT	
Notice to Proceed	12/11/2024		
Duration	420	Original Contract Amount:	\$1,323,469.00
Completion Date	2/4/2026	Previous Contract Amount:	\$1,323,469.00
Time added by Change Order	0	Amount This Change Order:	\$110,230.00
Time Previously Added Via Pay Estimate	4	Revised Contract Amount:	\$1,433,699.00
Revised Completion Date	2/8/2026		

1. GENERAL STATEMENT OF CHANGE:

This order covers the contract modification as follows:
 See attachment.

2. TIME: None

The work covered by this change order shall be performed under the same terms and conditions as included in the original construction contract.

Changes Approved:

Changes Recommended:

City of Spring Valley Village

IDS Engineering Group

Owner

Engineer

By:  8-21-2025
 (Date)

By:  8/18/2025
 (Date)

McDonald Municipal and Industrial A
 Division of C.F. McDonald Electric, Inc.

Contractor

By:  8/18/25
 (Date)



8/15/2025

RE: Spring Valley Existing Duct Bank

Scope:

- 1) Provide and Install Approx 100'x18"x36" concrete incased duct bank
- 2) Provide and Install 6-1 ½" PVC conduit underground from the VFD in the Control Building to the booster pumps
- 3) Provide and Install 4-1" PVC conduits underground for the HPT and Communications
- 4) Provide and Install Saw cut of existing sidewalk and pour back to match.
- 5) We will hand dig, haul out dirt, pour concrete, fine grade/seed.

Total: \$79,200.00

The existing Duct Bank is considered by the owner to not be reusable, and they have requested a replacement.

Sidewalk:

- 1 Provide and install 50 linear feet of 4' x 4 ½" concrete sidewalk per the request of Steve and Jim to access the newly installed ATS @ the site electrical service. Total **\$10,140.00**

MCC Bucket

- 2 Relocate the existing Motor Management Relay with the existing MCC to facilitate the temporary power until the MCC is demolished. Total **\$ 3,515.00**

Temp. LV Electrical Panel

- 3 Provide and install one 125A, 120/250v 24 circuit electrical panel to accommodate the control circuits during the replacement of the existing low voltage panel. Total **\$17,375.00**

Excludes:

- 1) Replacement of existing waterlines as unforeseen conditions.
- 2) Overtime all work to be performed during normal business hours.

Sincerely,

Todd D. Laird

Project Manager

McDonald Municipal & Industrial



August 21, 2025

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

Attention: Ms. Kristina Watson

Reference: Water Plant Electrical Project Change Order #1,
City of Spring Valley Village; Competitive Sealed Bid #2024-05-101

Dear Ms. Watson:

The contractor submitted Change Order No. 1 which consists of the following items:

- Provide and Install New Duct Bank and Conduit - \$79,200.00
 - During construction it was discovered that the duct bank was in poor condition, additionally two of the existing conduits were not located in the duct bank. Therefore, a new concrete duct bank from Control Building #1 to the booster pumps and hydropneumatics tanks is required.
- Additional Sidewalk - \$10,140.00
 - City operations requested additional sidewalk around the newly installed Automatic Transfer Switch (ATS) and plant equipment to the north of Control Building #1.
- Motor Control Center (MCC) Bucket - \$3,515.00
 - During demolition of MCC Section 1, it was discovered that Well #1 was routed through the MCC. This component is required to be relocated temporarily to keep Well #1 operational.
- Temporary Low Voltage Electrical Panel - \$17,375.00
 - To minimize the frequency and duration of plant outages, a temporary low voltage panel is required to accommodate control circuits during the replacement of the existing low voltage panel.

IDS has reviewed the above items and agrees that these items are additional to the contract and that the proposed cost is reasonable. Therefore IDS recommends the approval of Change Order #1 in the amount of \$110,230.00.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marcel Khouw".

Marcel Khouw, P.E.
Senior Project Manager



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Harrison Nicholson, City Treasurer
SUBJECT:	Finance Department, to include Quarterly Investment Report

BACKGROUND:	Quarterly Investment Report for 2nd Quarter 2025.
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ATTACHMENTS:	2ndt QTR 25 Investmnet Report PFIA, Investment Report supp#1, CASH AND INVESTMENT RPT Supplemental
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	No action required.
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EST. 1955

SPRING VALLEY VILLAGE

MEMORANDUM

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

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

Portfolio Recap:

- Year-to-Date, The TexPool earned an average yield of 4.3371%
- Year-to-Date, The TexasClass earned an average yield 4.4532%
- Throughout the quarter, the City's investments earned interest \$240,401.48

Enclosed are details of the City investment transactions for the Quarter that Ended June 30, 2025. This information shows that the beginning market value was \$23,981,498.37 as of March 31, 2025, and the ending market value was \$22,330,379.32 on June 30, 2025.

As of June 30, 2025, the City's cash and investments were as follows:

<u>CASH AND INVESTMENTS</u>	<u>ORIGINAL FACE VALUE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>MARKET % OF PORTFOLIO</u>
Depository Accounts	\$877,824.66	\$877,824.66	\$877,824.66	3.94%
Investment Pool	<u>\$21,452,554.66</u>	<u>\$21,452,554.66</u>	<u>\$21,452,554.66</u>	<u>96.06%</u>
	<u>\$ 22,330,379.32</u>	<u>\$ 22,330,379.32</u>	<u>\$22,330,379.32</u>	<u>100.00%</u>

Compliance: The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of June 30, 2025, the market value of collateral pledged to the City by Wells Fargo through the Bank of New York Mellon was \$1,140,077.94

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

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

Investment Officer:

Harrison E. Nicholson, City Treasurer



Currently the City's investments are in the pools of Texpool and TexClass. The interest rates for the quarter appear to have calculated in analysts' belief that the Federal Reserve will lower the Fed Rate as possibly as soon as during the third quarter of 2025. In the near future we might look at other options, but currently the pools remain a top choice for maximizing the interest.

General Fund

The General Fund has remained mostly stable. As normal, during the first quarter of the Fiscal Year expenses outpace revenues, and as a result the fund balance is reduced until the revenues from property taxes are received, which most of the Fiscal Year property tax revenue received during the second quarter of the Fiscal Year. The second and third quarters of the Fiscal Year will typically, as is the case this fiscal year, be the most stable in regard to General Fund balances.

Future projections of the fund balance need to consider the capital plan for street repair which will reduce the fund balance to fund the Capital Improvement Fund. The reserve for 90 days of operations, based on the Fiscal Year 2024-2025 Budget, is approximately \$2.6 million.

Capital Replacement Fund

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

Utilities Fund

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

CLFRF Fund

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

CIP Fund

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

CITY OF SPRING VALLEY
 CASH & INVESTMENTS BY FUND
 AS OF: JUNE 30TH, 2025

FUND-ACCT, NO.	ACCOUNT NAME	CASH	INVESTMENTS	FUND TOTAL
<u>10 -GENERAL FUND</u>				
10-00-1001	CASH IN BANK - WELLS FARGO	995,725.74		
10-00-1010	PETTY CASH	660.00		
10-00-1030	SAVINGS - CHILD SAFETY		17,988.46	
10-00-1040	SAVING - WELLS FARGO		0.00	
10-00-1043	CASH IN BANK - MUNICIPAL COURT		15,710.10	
10-00-1120	INVESTMENT IN TEXPOOL		2,509,063.43	
10-00-1121	TEXASCLASS		10,111,422.38	
	TOTAL 10 -GENERAL FUND	996,385.74	12,654,184.37	13,650,570.11
<u>15 -CAPITAL REPLACEMENT FUND</u>				
15-00-1001	CASH	305,677.42		
15-00-1120	TEXPOOL		1,390,611.66	
	TOTAL 15 -CAPITAL REPLACEMENT FUND	305,677.42	1,390,611.66	1,696,289.08
<u>20 -UTILITIES</u>				
20-00-1001	CASH IN BANK - WELLS FARGO	183,251.87		
20-00-1010	PETTY CASH	200.00		
20-00-1040	BOND RESERVE - WELLS FARGO		358,408.47	
20-00-1120	INVESTMENT IN TEXPOOL		1,329,320.90	
	TOTAL 20 -UTILITIES	183,451.87	1,687,729.37	1,871,181.24
<u>26 -CLFRF FUND</u>				
26-00-1001	CASH IN THE BANK	0.00		
26-00-1121	TEXASCLASS		1,079,835.07	
	TOTAL 26 -CLFRF FUND	0.00	1,079,835.07	1,079,835.07
<u>25 -CIP FUND</u>				
25-00-1001	CASH IN BANK - WELLS FARGO	(1,000,000.00)		
25-00-1002	BONDS - WELLS FARGO	0.00		
25-00-1120	TEXPOOL		202.60	
25-00-1130	TEXAS CLASS - CO BOND		5,032,301.22	
25-00-1140	TEXPOOL - BOND		0.00	
	TOTAL 25 -CIP FUND	(1,000,000.00)	5,032,503.82	4,032,503.82
<hr/>				
TOTAL CASH & INVESTMENTS		485,515.03	21,844,864.29	22,330,379.32
		=====	=====	=====

*** END OF REPORT ***



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Jasmin Torres, City Secretary
SUBJECT:	Police Department

BACKGROUND:	Monthly report from the Police Department.
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ATTACHMENTS:	Calls by Type, Violations
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	No action required.
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SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

07\01\2025
thru 07\31\2025
Zone is: SPRING VALLEY

Type	Description	# Of Calls
21	911 HANG UP	1
6	ACCIDENT	19
145	ACCIDENT - FSGI	2
22	ALARM	30
23	AMBULANCE CALL	18
24	ANIMAL CALL	7
43	ASSIST OUTSIDE AGENCY	2
135	BUSINESS CHECK	2,777
48	CITY CREW REPAIRS	3
53	DEBRIS IN ROADWAY	7
60	FIRE CALL	6
65	GAS LEAK	1
68	HOUSE CHECK	118
70	INFORMATION	49
71	INVESTIGATION	9
76	LOUD NOISE	3
159	MOTORIST ASSIST	11
81	OPEN DOOR	3
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	130
96	SOLICITOR	4
97	SPECIAL ASSIGNMENT	1
99	STALLED VEHICLE	30
100	STREET LIGHT REPAIR	1
103	SUSPICIOUS ACTIVITY	5
104	SUSPICIOUS PERSON	7
105	SUSPICIOUS VEHICLE	15
108	TRAFFIC CONTROL	9
11	TRAFFIC STOP	633
111	VEHICLE BLOCKING ROADWAY	2
112	VEHICLE CHECK	6
163	VIOLATION OF CITY ORDINANCE	4
117	WELFARE CONCERN	4
	Total	3,919

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

July 1, 2025 - July 31, 2025

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

FAIL TO YIELD ROW FROM PRIVATE PROPERTY	1
FAILED TO DIM HEADLIGHTS - MEETING	3
FAILED TO DRIVE IN A SINGLE LANE	1
FAILED TO PASS TO RIGHT SAFELY/IMPROPER PASSING	1
FAILED TO SIGNAL INTENT TO TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	2
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	3
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	1
FAILED TO YIELD AT YIELD INTERSECTION	1
FOLLOWING TOO CLOSELY	3
ILLEGAL PARKING - NO PARKING ANY TIME	4
ILLEGAL PASSING - 100FT OF INTERSECTION	1
ILLEGAL WINDOW TINT	2
IMPROPER TURN	1
MINOR IN POSSESSION OF TOBACCO	1
NO DRIVERS LICENSE	82
NO FRONT LICENSE PLATE	67
NO LICENSE NUMBER PLATES-TRAILER	1
OPEN CONTAINER	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE ..	2
OPERATE UNREGISTERED MOTOR VEHICLE	16
PARKED IN PROHIBITED AREA	10
RAN RED LIGHT	2
RAN STOP SIGN	16
SPEEDING - REDUCED SPEED	1
SPEEDING (NU)	3
SPEEDING >10% ABOVE POSTED LIMIT	187
TURNED LEFT FROM WRONG LANE	1
TURNED RIGHT TOO WIDE	1
UNAUTHORIZED USE OF DEALER TEMP TAG (NOT DEALER OR EMPLOYEE)	7
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1

Spring Valley Village, TX PD Citation Violation Audit by Offense

Violation Count

July 1, 2025 - July 31, 2025

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

FAIL TO YIELD ROW FROM PRIVATE PROPERTY	1
FAILED TO DIM HEADLIGHTS - MEETING	3
FAILED TO DRIVE IN A SINGLE LANE	1
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MINOR IN POSSESSION OF TOBACCO	1
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UNRESTRAINED CHILD YOUNGER THAN 5 OR UNDER 36 INCHES	2
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	1

Spring Valley Village, TX PD
Citation Violation Audit by Offense

Violation Count

July 1, 2025 - July 31, 2025

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

VIOLATE DL RESTRICTION	1
VIOLATE DL RESTRICTION B	2
WRONG LICENSE PLATE OR INSIGNIA	3
WRONG/ALTERED/OBSCURED LICENSE PLATE	6
Grand Total	1,167



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	<p>CONDUCT A PUBLIC HEARING CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.</p> <ol style="list-style-type: none"> 1. Presentation 2. Those In Favor 3. Those Opposed 4. Adjourn Public Hearing

BACKGROUND:	<p>Probstfeld & Associates submitted a replat application on behalf of the property owner, Castille Investments, LLC, to reduce the 25-foot building line along Modiste Street to 15-foot. On August 12th, the Planning and Zoning Commission approved the request for a preliminary replat. Under Chapter 12 Planning and Zoning, Section Five: Building and Use restrictions in Dwelling District "A", Section 05:02.03, Size and Area Requirements, 09.03. Side Building line setbacks, .09.03.02, Adjoining a local or collector street allows for the side building line setback to be not less than fifteen feet (15') on a corner lot.</p> <p>The proposed meets or exceeds the following Dwelling District "A" minimums:</p> <ul style="list-style-type: none"> • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet <p>Notice Information: Property Owners within 200 Feet: Notification Letters mailed: July 23, 2025</p>
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Legal Notice Published: July 23, 2025
Notifications Signs Posted: July 28, 2025

The Planning and Zoning held a public hearing on this item on August 12, 2025. After careful consideration and deliberation, the Commission recommended approval.

All supporting documentation is under the consideration item.

ATTACHMENTS: None

FUNDING:

Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description
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RECOMMENDATION: This is a public hearing item. Action will be taken under the consideration of the replat.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: A PRELIMINARY REPLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.</p>

BACKGROUND:	<p>Probstfeld & Associates submitted a replat application on behalf of the property owner, Castille Investments, LLC, to reduce the 25-foot building line along Modiste Street to 15-foot. On August 12th, the Planning and Zoning Commission approved the request for a preliminary replat. Under Chapter 12 Planning and Zoning, Section Five: Building and Use restrictions in Dwelling District "A", Section 05:02.03., Size and Area Requirements, 09.03. Side Building line setbacks, .09.03.02, Adjoining a local or collector street allows for the side building line setback to be not less than fifteen feet (15') on a corner lot.</p> <p>The proposed meets or exceeds the following Dwelling District "A" minimums:</p> <ul style="list-style-type: none"> • Minimum lot area: 10,000 SF • Minimum lot width: 70 feet • Minimum lot depth: 120 feet <p>Notice Information: Property Owners within 200 Feet: Notification Letters mailed: July 23, 2025 Legal Notice Published: July 23, 2025 Notifications Signs Posted: July 28, 2025</p>
--------------------	--

The Planning and Zoning held a public hearing on this item on August 12, 2025. After careful consideration and deliberation, the Commission recommended approval.

ATTACHMENTS: 1318 MODISTE PKG FINAL, 1318 MODISTE ST Notice replat Res, 1318 Modiste St Replat Notice Labels, Public Hearing Notice - 1318 Modiste St Replat

FUNDING:

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

RECOMMENDATION: Planning and Zoning Commission recommends approval of the replant as it meets the requirements of Chapter 9 Subdivisions Regulations Section 9.117 Replats.

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

June 4, 2025

Planning & Zoning Commission
City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

ATTENTION: PLANNING & ZONING COMMISSION

On behalf of our clients, **CASTILLE INVESTMENTS, LLC**, Probstfeld & Associates, Inc., respectfully requests a hearing **AUGUST 12, 2025 at 7:00 PM** at the City of Spring Valley Village, 1025 Campbell Road, Houston, Texas, 77055. We are seeking approval for the following:

PRELIMINARY PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2

A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:

TO REVISE 25 FEET SIDE BUILDING LINE ALONG
MODISTE STREET TO 15 FEET

HCAD: 080550000227

AT: 1318 Modiste Street ~ City of Spring Valley Village

LGL: Lot 227, Block 14, Spring Oaks Section 3

Please find attached a copy of the PRELIMINARY PLAT. If you have any questions or concerns, please feel free to contact me at 281.829.0034.

Sincerely,



MARIO F. COLINA, P.E.

Probstfeld & Associates, Inc.

Attachments: Copy PRELIMINARY PLAT



EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

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

Submittal Requirements Checklist:

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

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

Subdivision / Development Name: Spring Oaks Section 3 Partial Replat No 2

Geographical Location: 1318 Modiste Street, S. of Raylin; W. of Tam Ct. & N. of Merlin Drive
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

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

Name of Homeowner's Association: N/A

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

Survey/Abstract No.: A.H. Osborne Survey / Abstract 610

Reason for Replat or Amending Plat: To revise 25 feet side building line along Modiste Street to 15 feet

- Submittal Type:**
- Preliminary Plat
 - Final Plat
 - Amending Plat
 - Preliminary Replat
 - Final Replat
 - Specific Use Permit
 - Specific Use Permit Amendment

- Type of Plat:**
- Single Family Residential
 - Zero Lot Line Patio Homes
 - Planned Area Development District
 - Planned Area Development

___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.2449 Typical Lot Size: 10,666 S.F.

Number Lots: 1 Number of Streets: N/A

Numbers and Types of Reserves: N/A Total Acres in Reserve: N/A

Zoning District: A

Applicant: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: mario@probstfeld.com

Owner: Castille Investments, LLC

Contact Name: Chad J. Castille

Address: 9018 Elizabeth Road, Houston, TX 77055

Phone: 713-320-1050 Fax: _____

Email: ccastille@germer.com

Engineer or Planner: Probstfeld & Associates, Inc.

Contact Name: Mario Colina, P.E.

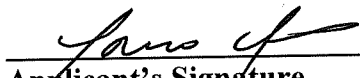
Address: 515 Park Grove Drive, Suite 102, Katy TX 77450

Phone: 281-829-0034 Fax: 281-829-0233

Email: _____

Authorization:

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



Applicant's Signature

5/14/25

Date

LETTER OF AFFIDAVIT

We, Castille Investments, LLC, do hereby give Probstfeld & Associates, Inc. and their authorized representative(s), the authority to act as an "AUTHORIZED AGENT" on our behalf in the platting process of the following property:

HCAD: 080550000227

AT: 1318 Modiste Street, Houston TX 77055

LGL: Lot 227, Block 14, Spring Oaks Section 3

BY: *CJN*

DATE: 5-13-25

Chad Castille / Managing Member of Castille Investments, LLC
PRINT NAME

9018 Elizabeth Rd.
ADDRESS

Houston, TX, 77055
CITY/ STATE/ ZIP

713.320.1050
PHONE

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 080550000227

Tax Year: 2025



Owner and Property Information									
Owner Name & Mailing Address: MONSEN STEPHEN N & SUZAN 1318 MODISTE ST HOUSTON TX 77055-4868					Legal Description: LT 227 BLK 14 SPRING OAKS SEC 3				
					Property Address: 1318 MODISTE ST HOUSTON TX 77055				
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map ^A	
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	10,800 SF	2,223 SF	7813.04	25201	394 -- ISD 25 - Memorial Villages North of I-10	5058B	451W	

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	04/21/2025	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2024 Rate	2025 Rate
Residential Homestead (Multiple)	025	SPRING BRANCH ISD	273,815	Not Certified	1.076400	
	040	HARRIS COUNTY	462,415	Not Certified	0.385290	
	041	HARRIS CO FLOOD CNTRL	462,415	Not Certified	0.048970	
	042	PORT OF HOUSTON AUTHY	462,415	Not Certified	0.006150	
	043	HARRIS CO HOSP DIST	462,415	Not Certified	0.163480	
	044	HARRIS CO EDUC DEPT	462,415	Not Certified	0.004799	
	080	CITY OF SPRING VALLEY	162,415	Not Certified	0.395000	
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.						

Valuations			
Value as of January 1, 2024		Value as of January 1, 2025	
	Market	Appraised	
Land	644,800		Land Market 676,000
Improvement	15,200		Improvement Market 36,077
Total	660,000	660,000	Total Market 712,077

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	10,000	1.00	1.00	1.00	--	1.00	65.00	65.00	650,000.00
2	1001 -- Res Improved Table Value	SF3	SF	800	1.00	0.50	1.00	--	0.50	65.00	32.50	26,000.00

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1955	Residential Single Family	Residential 1 Family	Good	2,223 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Data	
Element	Detail
Cost and Design	Econ Misimprovement
Foundation Type	Slab
Grade Adjustment	B-
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Shake Shingle
Exterior Wall	Brick / Masonry
Cond / Desir / Util	Average
Element	Units
Room: Total	6
Room: Full Bath	3
Room: Bedroom	4

Building Details (1)	
Building Areas	
Description	Area
ONE STORY FRAME PRI	401
BASE AREA PRI	1,822
OPEN FRAME PORCH PRI	260
FRAME GARAGE PRI	441
OPEN FRAME PORCH PRI	78

Harris Central Appraisal District



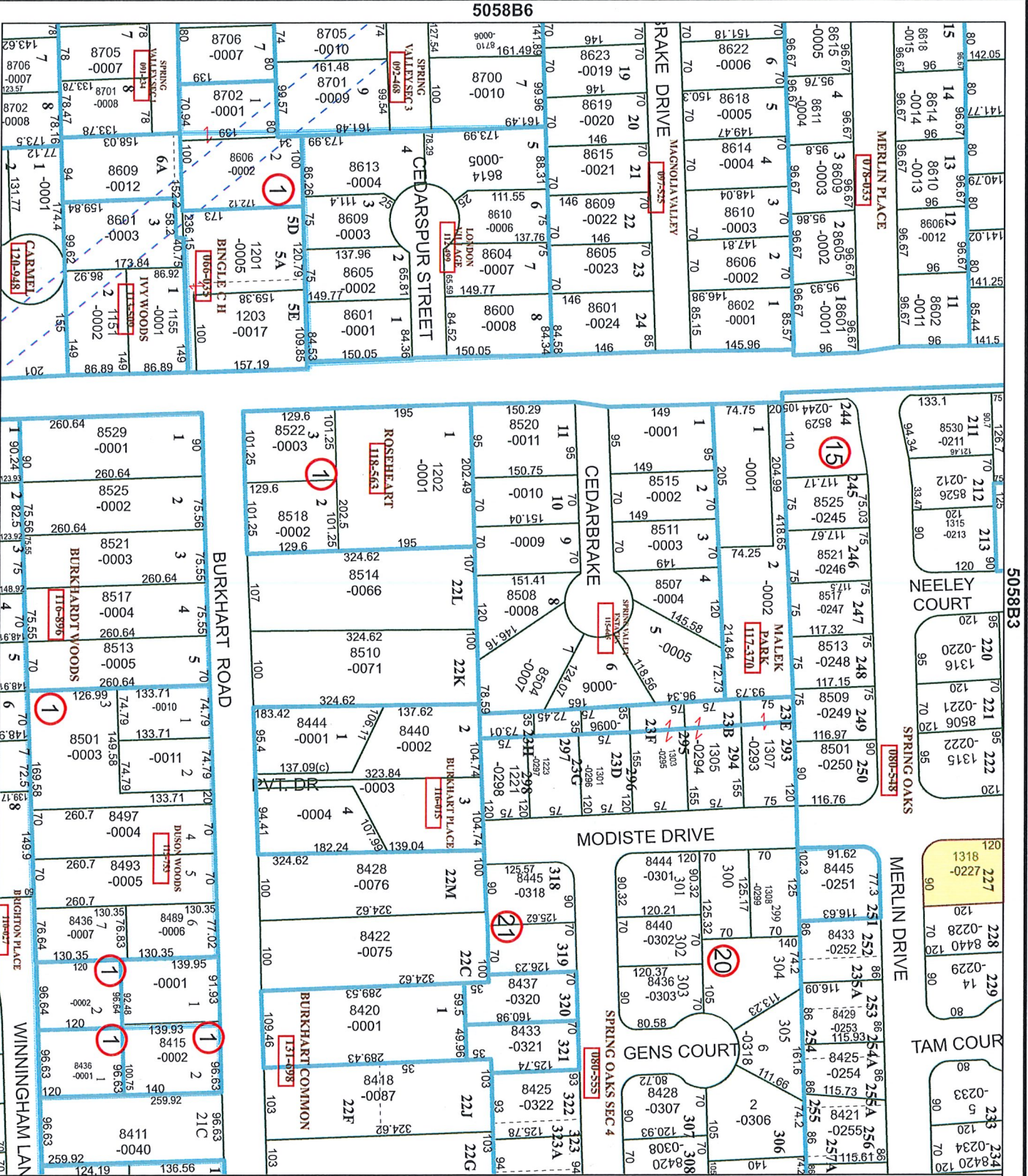
PUBLICATION DATE: 1/10/2025
 0 45 90 180 Feet

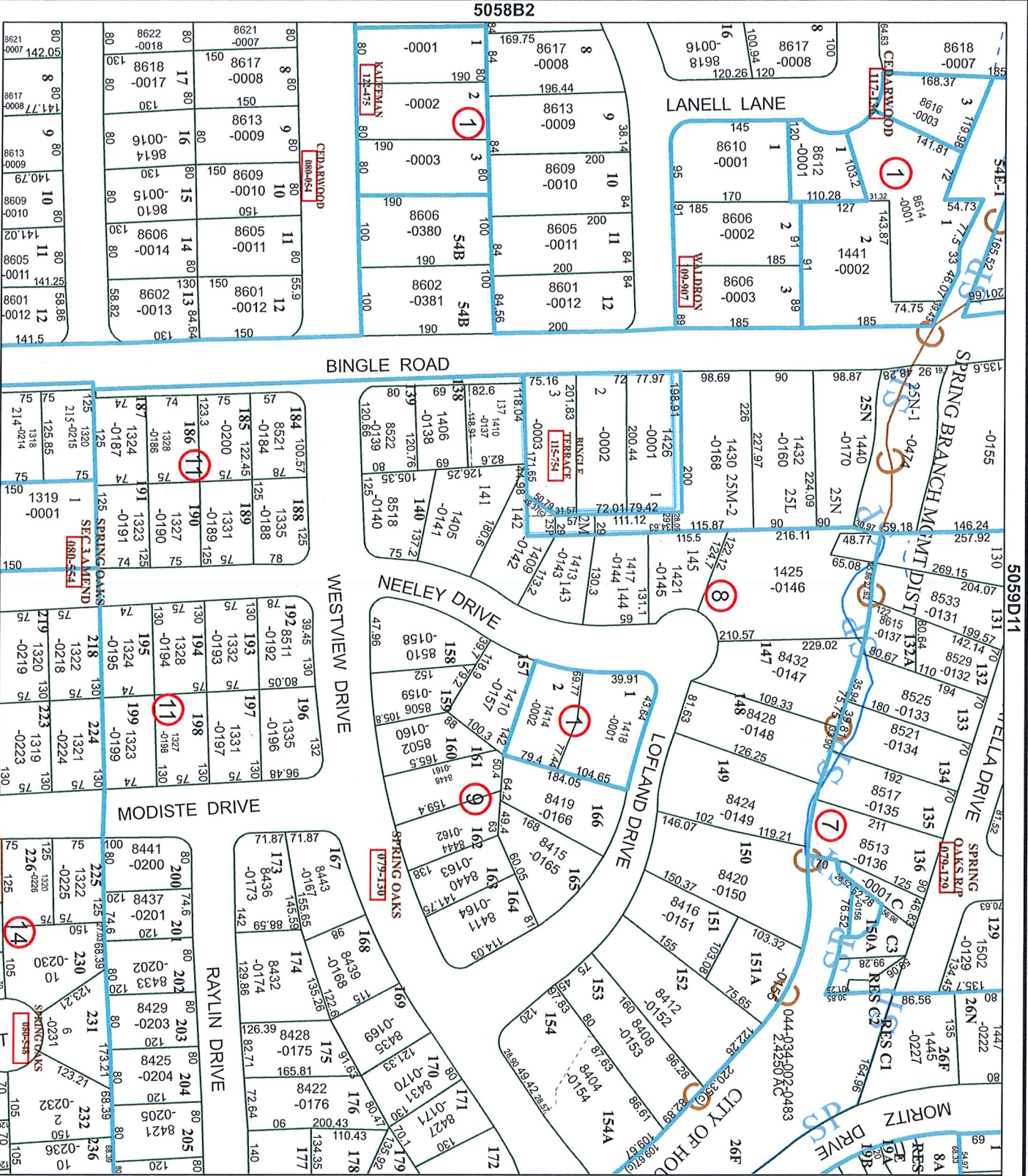
Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.



FACET 5058B7

1	2	3	4	1
5	6	7	8	5
9	10	11	12	9





5058B2

5059D11

5058B4



Harris Central Appraisal District

0 45 90 180 Feet
 PUBLICATION DATE: 1/10/2025

Geospatial or map data maintained by the Harris Central Appraisal District is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

MAP LOCATION



FACET
5058B37

9	10	11	12	9
1	2	3	4	1
5	6	7	8	5

ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR
 P.O. BOX 3547
 HOUSTON, TEXAS 77253-3547
 TEL: 713-274-8000



2024 Property Tax Statement
 Web Statement

Statement Date:	May 7, 2025
Account Number	080-550-000-0227



MONSEN STEPHEN N & SUZAN
 1318 MODISTE ST
 HOUSTON TX 77055-4868

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	452,000	208,000	0.385290	\$801.40
Harris County Flood Control Dist	452,000	208,000	0.048970	\$101.86
Port of Houston Authority	452,000	208,000	0.006150	\$12.79
Harris County Hospital District	452,000	208,000	0.163480	\$340.04
Harris County Dept. of Education	452,000	208,000	0.004799	\$9.98

Property Description	
1318 MODISTE ST 77055 LT 227 BLK 14 SPRING OAKS SEC 3 .2480 AC	
Appraised Values	
Land - Market Value	644,800
Impr - Market Value	15,200
Total Market Value	660,000
Less Capped Mkt Value	0
Appraised Value	660,000
Exemptions/Deferrals	
Residential Homestead (Multiple)	

<i>Page: 1 of 1</i>	
Total 2024 Taxes Due By January 31, 2025:	\$1,266.07
Payments Applied To 2024 Taxes	\$1,266.07
Total Current Taxes Due (Including Penalties)	\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)	\$0.00
Total Amount Due For May 2025	\$0.00



Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2025	7%	\$0.00	\$0.00	\$0.00
By March 31, 2025	9%	\$0.00	\$0.00	\$0.00
By April 30, 2025	11%	\$0.00	\$0.00	\$0.00
By May 31, 2025	13%	\$0.00	\$0.00	\$0.00
By June 30, 2025	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2019 to 2024: Appraised Value 20%, Taxable Value -53%, Tax Rate -1%, Tax Bill -53%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

MONSEN STEPHEN N & SUZAN
 1318 MODISTE ST
 HOUSTON TX 77055-4868

Account Number	080-550-000-0227
Amount Enclosed	\$ _____ . _____

Make check payable to:

Web Statement - Date Printed: 05-07-2025

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

ANNETTE RAMIREZ
 TAX ASSESSOR-COLLECTOR
 P.O. BOX 4622
 HOUSTON, TEXAS 77210-4622

08055000002275 2024 000000000 000000000 000000000 000000000



ANNETTE RAMIREZ

Tax Assessor-Collector & Voter Registrar
www.hctax.net

May 15, 2025

Whom It May Concern:

Please be advised that the name SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 is not the name of any subdivision recorded in the subdivision records Harris County Texas, as maintained by the Harris County Appraisal District and the Office of Harris County Tax Assessor-Collector.

Veronica Hernandez

Office of Ann Harris Bennett
Tax Assessor-Collector
Harris County, Texas

PROBSTFELD & ASSOCIATES

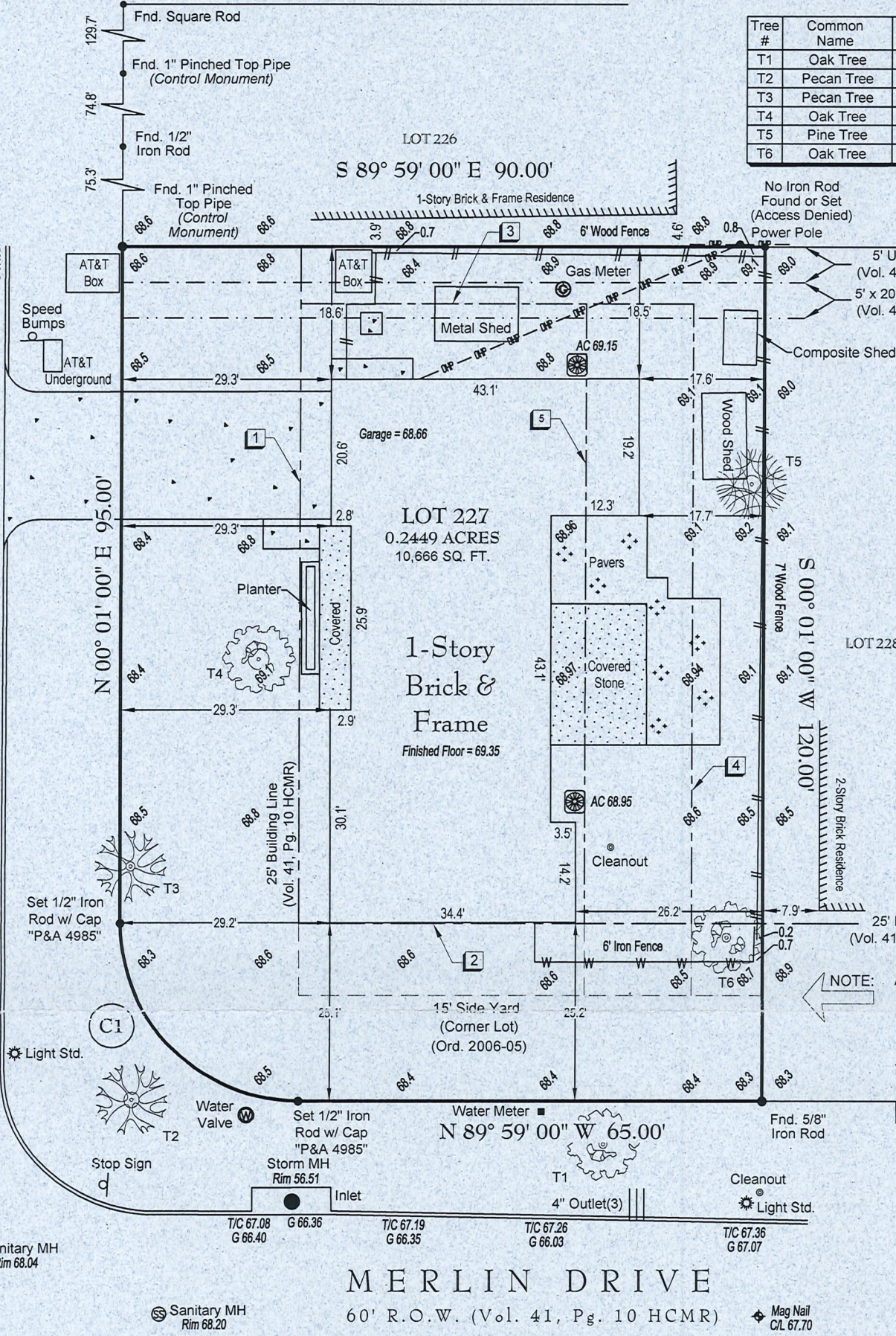
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FAX (281) 829-0233



Tree #	Common Name	Trunk Diameter	Canopy Radius
T1	Oak Tree	14"	20.0'
T2	Pecan Tree	26"	30.0'
T3	Pecan Tree	16"	25.0'
T4	Oak Tree	36"	40.0'
T5	Pine Tree	30"	25.0'
T6	Oak Tree	15"	25.0'

MODISTE STREET
 60' R.O.W. (Vol. 41, Pg. 10 HCMR)
 (Platted as Modiste Drive)



- 1 25' Front Building Line (Vol. 41, Pg. 10 HCMR)
- 2 25' Side Building Line (Vol. 41, Pg. 10 HCMR)
- 3 8' Side Yard (Ord. 2006-05) (Spring Valley ~ District A)
- 4 10' Rear Yard (1-Story) (Ord. 2006-05) (Spring Valley ~ District A)
- 5 25' Rear Yard (2-Story) (Ord. 2006-05) (Spring Valley ~ District A)

BLOCK 14
SPRING OAKS
SECTION 3
 (Vol. 41, Pg. 10 HCMR)

NOTE: Added 15 foot Side Yard setback for corner lot per client request. Side Yards subject to adjustments for Merlin Drive address change. All setbacks to be approved by the 70.0' City Building Inspector 87.5

12/20/2024
 R = 25.00'
 Δ = 90° 00' 00"
 L = 39.27'
 Ch = N 44° 59' 00" W - 35.36'

MERLIN DRIVE
 60' R.O.W. (Vol. 41, Pg. 10 HCMR)

LENDER: INDEPENDENT FINANCIAL, and its successors and/or assigns.

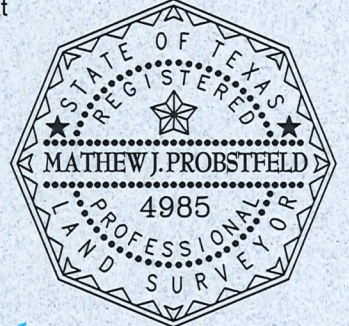
NOTES:

- Elevations shown are based on Harris County Floodplain RM No. 210215, Elevation = 68.31, NAVD88 (2001 Adj.).
- Fences do not follow property lines as shown above.
- Surveyor has not abstracted this property. This survey has been prepared based upon information provided by the title company. No independent investigation of the accuracy of the title company's work has been performed by the surveyor. Zoning ordinances and zoning building setback lines (if any) are not shown. Surveyor has not reviewed restrictive covenants as set forth under Exceptions From Coverage in Schedule B of the Title Commitment.
- Lot subject to any and all zoning ordinances or proposed zoning ordinances including those by the City of Spring Valley, Texas. The above shown tract lies within Dwelling District A as reflected on the Official Zoning Map of the City of Spring Valley, Texas. Front, side and rear yards shown as set forth under Ordinance 231. Maximum foundation height shall not exceed a height of 4 feet above the average surrounding finished grade. The maximum building height shall not exceed 36 feet. The maximum coverage of any lot shall not exceed 60 percent of the lot area located behind the required front building line, and shall not exceed 50 percent of the lot area located in front of the required front building line. Water surface area of a swimming pool shall not be counted as constructed surface. A pool shall be installed in the rear or side yard a minimum of 10 feet from the rear lot line and 8 feet from the side lot line. Additional requirements for accessory structures, fences, driveways, decking (not shown) should be verified prior to any planning or construction.
- Spring Oaks, Section 3, is a deed restricted community. Setback lines for the main residence and garage/outbuilding shown above as set forth under Volume 41, Page 10, of the Harris County Map Records, and also being set forth under Volume 2589 Page 234 of the Harris County Deed Records. Lot may be subject to certain requirements pertaining to front, side and rear setback lines and also architectural protrusions such as eaves, overhangs, ledges, etc., in relation to easements and/or building lines and should be verified prior to any planning or construction. Deed restrictions may be amended from time to time. It is the responsibility of the homeowner to determine the deed restriction status of their property and to comply with all restrictive covenants. Written approval from the Architectural Control Committee may be required.
- All bearings are based on the East right of way line of Modiste Street (N 00° 01' 00" E).

PLAT OF PROPERTY

FOR: CASTILLE INVESTMENTS, LLC
 AT: 1318 MODISTE STREET • SPRING VALLEY, TX
 LGL: LOT 227, BLOCK 14
SPRING OAKS, SECTION 3
VOLUME 41, PAGE 10 OF THE MAP RECORDS OF
HARRIS COUNTY, TEXAS
 SCALE: 1" = 20'
 DATE: 12/17/2024 REVISED DATE: _____
 This Property DOES NOT Lie within the designated 100 year floodplain.
 PANEL NO: 48201C 0665 M
 ZONE: X EFF. DATE: 6/9/2014
 BASE FLOOD ELEVATION: N/A
 LOCATED BY GRAPHIC PLOTTING ONLY AND NOT RESPONSIBLE FOR ACTUAL DETERMINATION.
 THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH TITLE COMMITMENT PROVIDED BY: ABSTRACT SERVICES OF HOUSTON
 GF#: CPL ~ 7910-25-2422 (4/21/2025)
 THIS SURVEY IS THE PROPERTY OF PROBSTFELD & ASSOCIATES, INC., IS CERTIFIED FOR THIS TRANSACTION ONLY, AND IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR OWNERS.

I hereby certify that the above plat correctly represents the facts found at the time of the survey made on the ground, under my supervision, and there are no apparent encroachments at the time of this survey, unless shown or noted otherwise.



MATHEW J. PROBSTFELD
 Registered Professional Land Surveyor
 State of Texas No. 4985
 PROBSTFELD & ASSOCIATES, INC • FIRM #10066100

JOB # 2885-022 DRAWN BY: RK|MDH

THE STATE OF TEXAS
COUNTY OF HARRIS

We, **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, acting by and through **CHAD J. CASTILLE, MANAGER**, being officers of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, owner hereinafter referred to as Owners (whether one or more) of the 0.2449 acres tract described in the above and foregoing map of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet in width from a plane sixteen feet (16') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

IN TESTIMONY WHEREOF, the **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, has caused these presents to be signed by **CHAD J. CASTILLE**, its manager, thereunto authorized, this _____ day of _____, 2025.

CASTILLE INVESTMENTS, LLC

CHAD J. CASTILLE, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **CHAD J. CASTILLE**, authorized representative of **CASTILLE INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

We, **INDEPENDENT BANK, DBA INDEPENDENT FINANCIAL**, owner and holder of a lien against the property described in the plat known as **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2**, said lien being evidenced by instrument of record in Clerk's File No. RP-2024-475873 of O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

BY: _____

PRINT NAME : _____

PRINT TITLE : _____

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME : _____

MY COMMISSION EXPIRES: _____

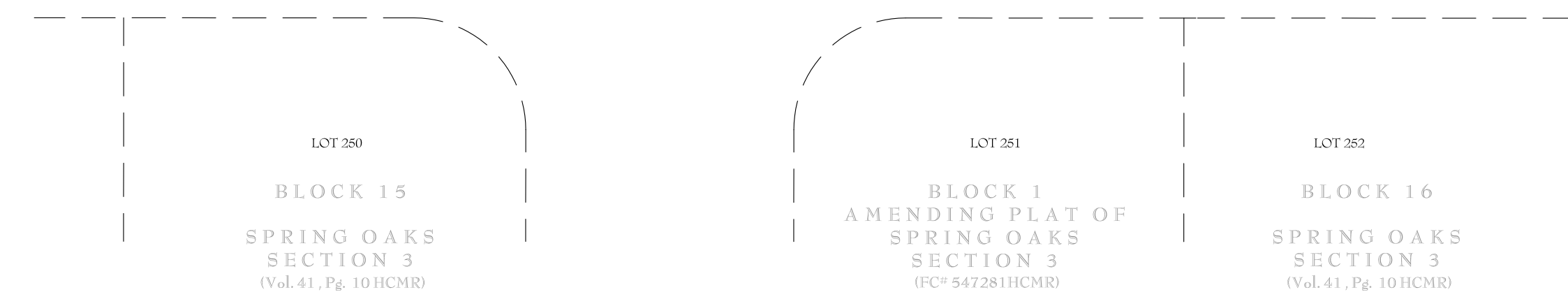
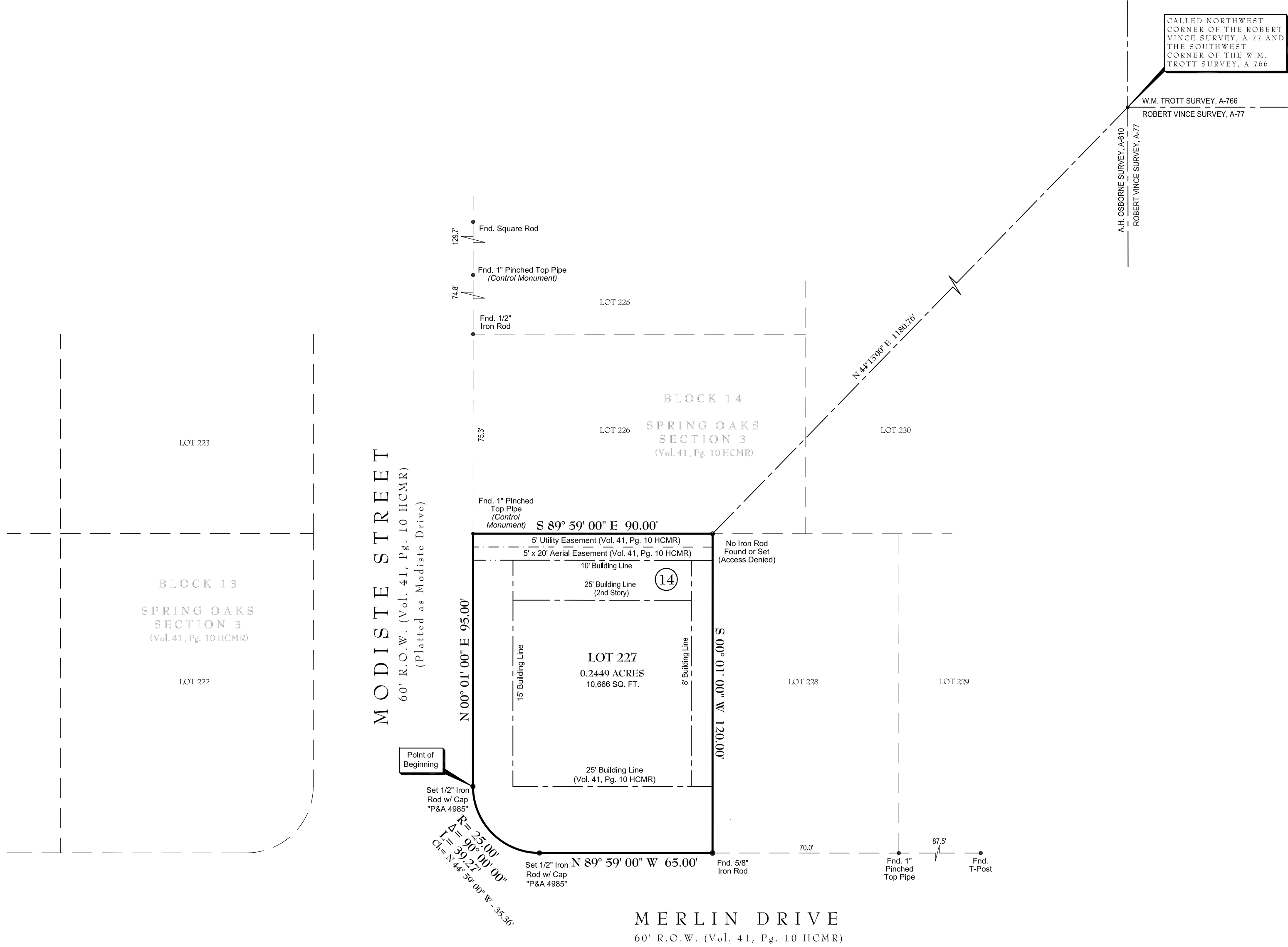
This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

BY: _____

W.K. (TREY) HOFFMAN, CHAIRMAN
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me. In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

KRISTINA WATSON
Public Works Director
City of Spring Valley Village, Texas



This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of **SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2** as shown hereon. In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _____, 2025.

MARCUS VAJDOS, Mayor
City of Spring Valley Village, Texas

I, **MATHEW J. PROBSTFELD**, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of permanent nature) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three (3) feet.

MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas no. 4985



I, **TENESHIA HUDSPETH**, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 2025, at _____ o'clock _____ m., and duly recorded on _____, 2025, at _____ o'clock _____ m., and at Film Code Number No. _____ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Harris County, Texas, the day and date last above written.

BY: _____

TENESHIA HUDSPETH
Clerk of the County Court
Harris County, Texas

BY: _____ Deputy

A tract or parcel of land containing 0.2449 acres (10,666 square feet) located in the A. H. Osborne Survey, Abstract 610, Harris County, Texas, and being known as Lot 227, in Block 14, of Spring Oaks, Section Three, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, said 0.2449 acre tract being that same certain tract of land conveyed to Castille Investments, LLC, as recorded under Harris County Clerk's File No. RP-2024-475872, said 0.2449 acre tract being more particularly described by metes and bounds as follows with bearings based on the East right of way line of Modiste Street:

BEGINNING at a set 1/2 inch iron rod with cap (P&A-4985) marking the North end of a curve at the intersection of the North right of way line of Merlin Drive, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas), and the East right of way line of Modiste Street, (60 feet in width as recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas, and being originally platted as Modiste Drive), said set 1/2 inch iron rod with cap marking the most Westerly Southwest corner of Lot 227, in Block 14, of Spring Oaks, Section Three, said set 1/2 inch iron rod with cap also marking the **POINT OF BEGINNING** and the most Westerly Southwest corner of the herein described tract;

THENCE North 00 degrees 01 minutes 00 seconds East, along the said East right of way line of Modiste Street, a distance of 95.00 feet to a found 1 inch pinched top pipe marking the Northwest corner of said Lot 227, same being the Southwest corner of Lot 228, said found 1 inch pinched top pipe also marking the Northwest corner of the herein described tract;

THENCE South 89 degrees 59 minutes 00 seconds East, along the common lot line of said Lot 227 and Lot 226, a distance of 90.00 feet to a point for corner being the Northeast corner of said Lot 227, same being the Northwest corner of Lot 228, said point for corner also being the Northeast corner of the herein described tract;

THENCE South 00 degrees 01 minutes 00 seconds West, along the common lot line of said Lot 227 and Lot 228, a distance of 120.00 feet to a found 5/8 inch iron rod lying in the said North right of way line of Merlin Drive and marking the Southwest corner of said Lot 228, same being the Southeast corner of said Lot 227, said found 5/8 inch iron rod also marking the Southeast corner of the herein described tract;

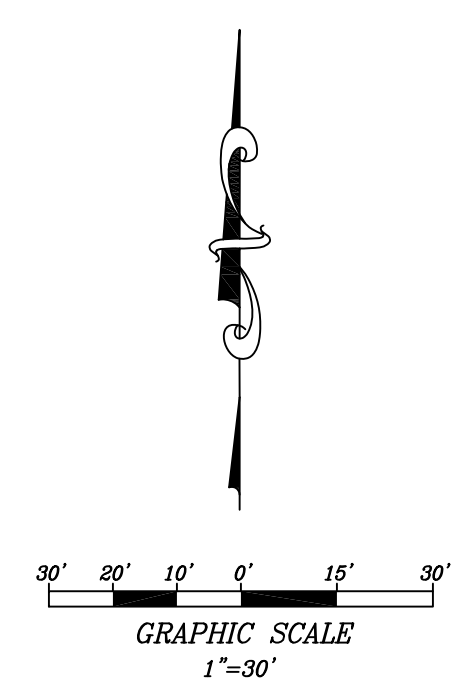
THENCE North 89 degrees 59 minutes 00 seconds West, along the said North right of way line of Merlin Drive, a distance of 65.00 feet to a set 1/2 inch iron rod with cap (P&A-4985) marking the beginning of a curve to the right along the said intersection of the North right of way line of Merlin Drive, and the said East right of way line of Modiste Street, said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.

THENCE in a Northerly direction with said curve to the right along the said intersection to the North right of way line of Merlin Drive, and the East right of way line of Modiste Street; said curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a chord that bears North 44 degrees 59 minutes 00 seconds West, a distance of 35.36 feet to the **POINT OF BEGINNING** and containing 0.2449 acres, (10,666 square feet), of land.

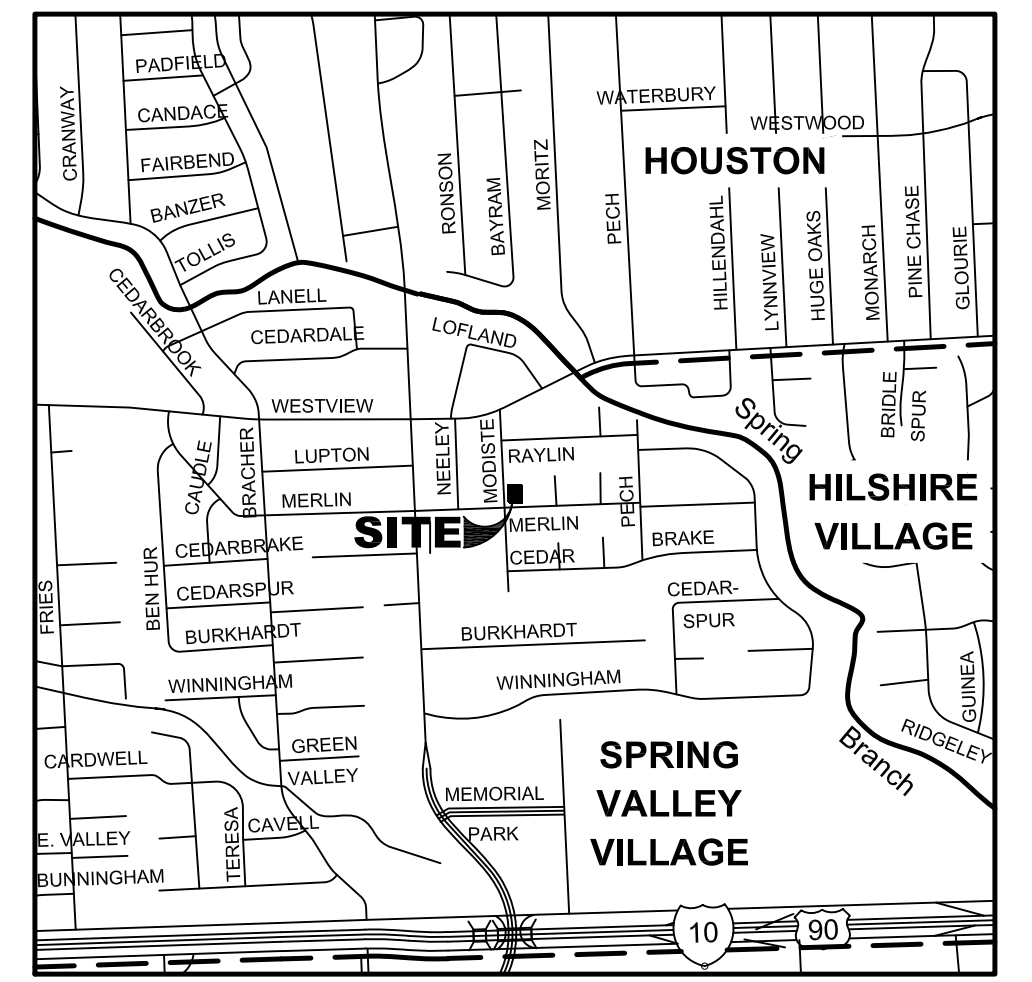
CALLED NORTHWEST CORNER OF THE ROBERT VINCE SURVEY, A-77 AND THE SOUTHWEST CORNER OF THE W.M. TROTT SURVEY, A-76B

W.M. TROTT SURVEY, A-76B
ROBERT VINCE SURVEY, A-77

A.H. OSBORNE SURVEY, A-810
ROBERT VINCE SURVEY, A-77



A. H. OSBORNE SURVEY
ABSTRACT NO. 610
Harris County, Texas



0 1/8 1/4 3/8 1/2
MILE

**VICINITY MAP
KEY MAP 451W**

GENERAL NOTES & LEGEND

- 1. H.C.M.R. denotes HARRIS COUNTY MAP RECORDS.
- 2. H.C.D.R. denotes HARRIS COUNTY DEED RECORDS.
- 3. H.C.C.F. No. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
- 4. UTIL. ESMT. OR U.E. denotes UTILITY EASEMENT.
- 5. BLDG. LINE OR B.L. denotes BUILDING LINE.
- 6. W.L.E. denotes WATER LINE EASEMENT.
- 7. S.S.E. denotes SANITARY SEWER EASEMENT.
- 8. O.P.R.O.R.P. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
- 9. A.E. denotes AERIAL EASEMENT.
- 10. (14) denotes BLOCK NUMBER.
- 11. Subject Tract **DOES NOT LIE** within the designated 100 year flood plan as shown on FEMA Flood Insurance Rate Map **48201C 0665 M, Dated 6/9/2014. (ZONE X)** (Shown by graphic plotting only)
- 12. Information shown on this plat was based on City Planning Letter issued by Abstract Services of Houston, GF# 7910-25-2422 with an effective date of April 21, 2025.

NOTES ON EXISTING PIPELINES

There are no existing pipelines or pipeline easements within this subdivision.

PRELIMINARY PLAT OF SPRING OAKS SECTION 3 PARTIAL PLAT NO 2

**A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND
BEING A REPLAT OF LOT 227, BLOCK 14 OF
SPRING OAKS SECTION 3
VOL. 41 PG. 10, H.C.M.R.
IN THE A. H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS**

1 LOT 1 BLOCK NO RESERVE

REASON FOR REPLAT:
TO REVISE 25 FEET SIDE BUILDING LINE
ALONG MODISTE STREET TO 15 FEET

OWNER:
CASTILLE INVESTMENTS, LLC
9018 ELIZABETH ROAD
HOUSTON, TX 77055

CITY OF SPRING VALLEY VILLAGE, TEXAS
JULY 14, 2025

PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ (281) 829-0034 ▲ FIRM #10066100



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

CITY PLANNING LETTER

GF Number: 7910-25-2422

Date: April 21, 2025

To: City of Spring Valley Village

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 3rd day of April, 2025, we find the following:

Property Description:

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

Owner(s) of Record: Castille Investments, LLC, a Texas limited liability company

By virtue of Warranty Deed dated December 20, 2024, recorded in Clerk's File No. RP-2024-475872.

Deed Restrictions:

Subject to covenants, conditions and restrictions as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas; and recorded under Clerk's File No. V621134, 20070016227 and 20100005617; and per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Easements and other encumbrances:

No building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25') feet to the front line, nor nearer than Ten (10') feet to any side line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas and as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Twenty-five (25') feet Setback line along the west side of the property line, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Five (5') feet Utility easement along the rear of the property, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

Unobstructed ariel easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all utility easements, as set out per plat of Spring Oaks Section 3, recorded in Volume 41, Page 10 of the Map and/or Plat Records of Harris County, Texas.

No building, except detached garage or other out-building located Seventy (70') feet or more from the front lot line shall be located nearer than five (5') feet to any side lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65') feet from the front lot line, as set out in Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Lien Holder(s):

Deed of Trust dated December 20, 2024, recorded in Clerk's File No. RP-2024-475873, executed by Castille Investments, LLC, payable to Independent Bank DBA Independent Financial, in the principal amount of \$660,000.00.

Deed of Trust dated July 17, 1998, recorded in Clerk's File No. T159537, executed by Stephen N. Monsen and Suzan B. Monsen, payable to Mortgage Factory Inc. DBA Mortgages Direct, in the principal amount of \$124,000.00, subject to assignments recorded under Clerk's File No. T159538 and 20090209750.

Note: Maturity Date August 1, 2028

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

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

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

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

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

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

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

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

Title Houston Holdings



Melanie Garza
Title Examiner

TITLE HOUSTON HOLDINGS

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

FAH24014681

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

THAT THE UNDERSIGNED, **STEPHEN N. MONSEN AND SUZAN B. MONSEN**, husband and wife (collectively, "*Grantor*"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by **CASTILLE INVESTMENTS, LLC**, a Texas limited liability company ("*Grantee*"), the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note of even date herewith in the principal sum of **SIX HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$660,000.00)** payable to the order of Independent Bank d/b/a Independent Financial, a Texas state financial institution ("*Lender*"), as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS, AND FINANCING STATEMENT** of even date herewith to **DANIEL W. BROOKS**, Trustee, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto the said Grantee, all that certain lot, tract, or parcel of land together with all improvements thereon, lying and being situated in Harris County, Texas, described on Exhibit A, attached hereto.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Harris County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and Grantee's successors and assigns forever. And Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

[Signature Page Follows]

RP-2024-475872

EXECUTED 12.20, 2024.

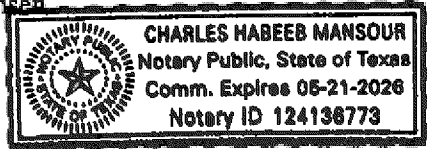
GRANTOR:

Stephen N. Monsen
Stephen N. Monsen

Suzan B. Monsen
Suzan B. Monsen

THE STATE OF Texas §
COUNTY OF Harris §

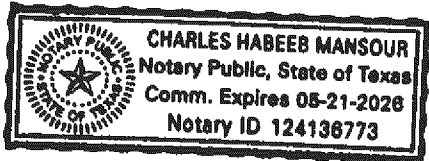
This instrument was acknowledged to me on the 20 day of December, 2024, by Stephen N. Monsen



[Signature]
Notary Public, State of Texas

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged to me on the 20 day of December, 2024, by Suzan B. Monsen.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RP-2024-475872

Exhibit A

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475872

RP-2024-475872
Pages 4
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$33.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

1117154

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

That, The J. E. Lyon Development Co., a Texas Corporation domiciled in Harris County, Texas, and being the owner of that certain addition of the City of Houston, Harris County, Texas, known as Spring Oaks, Section No. 3, according to the plat thereof, duly recorded in the office of the County Clerk of Harris County, Texas, under File No. 1081612, dated the 13th day of January, 1953, for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said property and such restrictions shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of The J. E. Lyon Development Co., conveying said property or any part thereof by appropriate reference to these reservations and restrictions, making the same a part of such conveyance to all intent and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of The J. E. Lyon Development Co., his successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. All lots and reserves in the above described area shall be known and described as residential lots,

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly

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prohibited. However, it is expressly provided that one owner of two adjacent lots, or parts thereof, may build one structure on the two lots, or parts thereof, in accordance with this restriction in which event the outer lot lines will be considered as the side lot lines for all purposes herein.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of James E. Lyon, Alfred E. Pampell and Eugene J. Walker or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building, fence, or any other form of construction shall be located on any residential building plot nearer than Twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet

236
286

to any side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line, except as indicated in paragraph 2.

5. No residence or attached appurtenance shall be erected on any lot farther than Sixty-five (65) feet from the front lot line.

6. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than twelve hundred (1200) square feet. All buildings shall have a minimum of one hundred (100) square feet of masonry made a part of the front of the structure.

9. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, eighteen (18) feet wide at the curb pavement, and extending back to the front property line of the lot eight (8) feet wide, on a grade not to exceed fifteen (15) per cent.

10. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to.

11. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

13. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot for forty-seven (47) years after date hereof. No derrick or

other structure designed for use in drilling for oil or natural gas be erected, maintained or permitted upon any lot for forty-seven (47) years after date hereof, nor shall any oil or gas or mineral lease be made for forty-seven (47) years after date hereof by any future owner or owners of property in Spring Oaks Addition.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No individual water supply system shall be permitted on any lot.

16. No individual sewage disposal system shall be permitted on any lot.

17. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of a street property lines extended. The same sight-line limitations shall apply on any lot within twenty-five (25) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole

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or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

WITNESS MY HAND AND SIGNATURE this the 10 day of April, A.D. 1953.

J. E. LYON DEVELOPMENT CO.

By J. E. Lyon, President

ATTEST: Joe H. Reynolds, Secretary

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned, a Notary Public in and for the state of Texas, County of Harris, on this day personally appeared J. E. Lyon, President of The J. E. Lyon Development Co., a corporation, 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 said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of April, A. D. 1953.

Horace H. Jennings
Notary Public in and for
Harris County, Texas

HORACE H. JENNINGS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1953

Filed for Record Apr. 15, 1953 , at 2:15 o'clock P.M
Recorded May 18, 1953 , at 1:03 o'clock P.M
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY C. F. Ritchey, Deputy

Amenc

AMENDMENT TO THE RESTRICTIVE COVENANTS OF SPRING OAKS, SECTION THREE(3)

105

2

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

This Amendment to the Restrictive Covenants is made by and among the undersigned persons, who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three(3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three(3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

lee

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three(3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen(19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all the parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten(10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, the undersigned owners, being the owners of at least fifty-one percent(51%) of real property in Spring Oaks, Section Three(3), wish to amend and modify the Restrictions as hereinafter provided.

NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the owners of the lots in Spring Oaks Section Three(3), desire to amend the Restrictions as follows:

Paragraph Two(2) of the Restrictions is hereby amended and modified to add the following sentence to the end of the original paragraph:

“HOWEVER, IT IS ALSO EXPRESSLY PROVIDED THAT CONSTRUCTION OF A TWO STORY HOUSE SHALL BE PERMITTED ON ANY LOT IN SECTION THREE UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION”

549-18-181

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three(3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

DATED this 25th day of February, 2002.

[Handwritten Signature]

Robert D. Kennedy

(75)
102

STATE OF TEXAS

§

COUNTY OF HARRIS

§

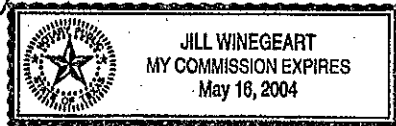
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Before me, a notary public, on this day personally appeared Robert Kennedy, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the ^{25th} day of February 25, 2001.

[Handwritten Signature]

Notary Public for The State of Texas



549-18-1928

8309 Leafy Lane
Street Address

Lot 286 Block 18
Lot # and Block #, Section Three(3)

Robert Eutsler
Property Owner: Robert Eutsler

for

Date signed: 2-24-02

Michelle Eutsler
Property Owner: Michelle Eutsler

for

Date signed: 2/24/02

545-10-1921

8509 Merlin
Street Address

Lot 249 Block 15
Lot # and Block #, Section Three(3)

Lyndy A. Layman
Property Owner: Lyndy Layman

Lyndy

Date signed: 2/23/02

Rob Olinger
Property Owner: Rob Olinger

Rob

Date signed: 2/23/02

549-18-1922

14 Tam Ct.
Street Address

Lot 229 Block 14
Lot # and Block #, Section Three(3)

Theodora Gutowsky
Property Owner: Theodora Gutowsky

Date signed: 2/23/02

Property Owner:

Date signed: _____

549-18-1923

8530 Merlin
Street Address

Lot 211 Block 13
Lot # and Block #, Section Three(3)

Juan F. Vasquez
Property Owner: Juan Vasquez

con

Date signed: 2/23/02

Allison Vasquez
Property Owner: Allison Vasquez

con

Date signed: 2/23/02

549-18-1924

1319 Modiste
Street Address

Lot 223 Block 13
Lot # and Block #, Section Three(3)

Arthur Slagle
Property Owner: Arthur Slagle

AS

Date signed: 2-22-2002

Diane Slagle
Property Owner: Diane Slagle

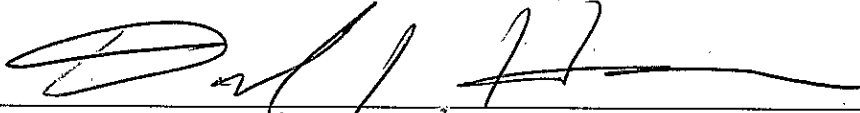
DS

Date signed: 2-22-2002

549-18-1925

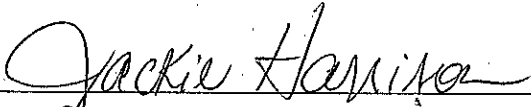
1315 Neeley
Street Address

Lot 213 Block 13
Lot # and Block #, Section Three(3)


Property Owner: David Harrison

low

Date signed: 2/21/02


Property Owner: Jackie Harrison

low

Date signed: 2/21/02

549-18-1926

1330 Krist
Street Address

Lot 276 Block 17
Lot # and Block #, Section Three(3)

Michael Howard

Property Owner:

Michael Howard

Date signed: 2-23-02

Lillian Howard

Property Owner:

Lillian Howard

Date signed: 2-23-02

Michael Howard

Lillian Howard

549-18-1927

8324 Merlin
Street Address

Lot 281 Block 18
Lot # and Block #, Section Three(3)

Marvin Brenner
Property Owner: Marvin Brenner

Date signed: February 21, 2002

Faydell Brenner
Property Owner: Faydell Brenner

Date signed: Feb. 21, 2002

ca

ca

549-18-1928

8409 Merlin Dr.
Street Address

Lot 260 Block 16
Lot # and Block #, Section Three(3)

Lynda Couch
Property Owner: Lynda Couch

LC

Date signed: 2/22/02

Property Owner:

Date signed: _____

549-18-1929

1322 Neeley
Street Address

Lot 218 Block 13
Lot # and Block #, Section Three(3)

Lorraine Podd
Property Owner: Lorraine Podd

CP

Date signed: 2-28-02

Property Owner:

Date signed: _____

549-18-1938

8318 Leafy Lane
Street Address

271 - 1/2 272 Block 17
Lot # and Block #, Section Three(3)

Richard Tarco
Property Owner: Richard Tarco

lon

Date signed: 2-20-02

Blanca Tarco
Property Owner: Blanca Tarco

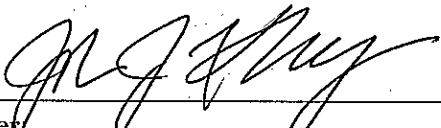
lon

Date signed: 2-20-02

549-18-1931

1 T91 Ct.
Street Address

Lot 239 Block 14
Lot # and Block #, Section Three(3)


Property Owner: John J. Klevenhagen, III



Date signed: 2/20/02

Property Owner:

Date signed: _____

549-18-1932

8332 Merlin
Street Address

Lot 280 Block 18
Lot # and Block #, Section Three(3)

Joe B. Stephens
Property Owner: Joe B. Stephens

low

Date signed: 9-20-02

Property Owner:

Date signed: _____

549-18-1933

1322 Modiste
Street Address

Lot 225 Block 14
Lot # and Block #, Section Three(3)

Richard Nordin
Property Owner:
Richard Nordin

con

Date signed: 2-19-02

Cheryl Nordin
Property Owner:
Cheryl Nordin

con

Date signed: 2-19-02

549-18-1934

8341 Leafy Lane
Street Address

Lot # 292 Block 18
Lot # and Block #, Section Three(3)

Roger Swanson
Property Owner:
ROGER SWANSON

RS

Date signed: 2.19.02

Laura Dye
Property Owner:
Laura Dye

LD

Date signed: 2.19.02

549-13-1935

8334 Leafy Lane
Street Address

Lot 267 Block 17
Lot # and Block #, Section Three(3)

Property Owner: Thelma E. Gafford
Thelma E. Gafford

low

Date signed: 2-19-2002

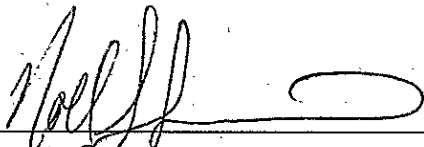
Property Owner:

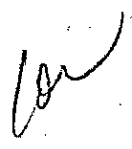
Date signed: _____

549-18-1936

8346 Leafy Lane
Street Address

Lot 264 Block 17
Lot # and Block #, Section Three(3)


Property Owner: Noel S. Irvin



Date signed: 2/16/2002

NOEL S. IRVIN
Property Owner:

Date signed: 2/16/2002

549-18-1937

8342 Leafy Lane
Street Address

Lot 265 Block 17
Lot # and Block #, Section Three(3)

lin

Helen S. Wheat
Property Owner: Helen S. Wheat

Date signed: 2/17/02

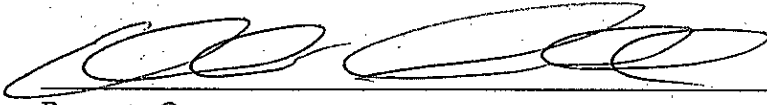
Helen S. Wheat
Property Owner:

Date signed: 2/17/02

343-1-131-1313


8350 Leafy Lane
Street Address

Lot 263 Block 17
Lot # and Block #, Section Three(3)


Property Owner: Ellis Gerall

EW

Date signed: 2/17/02


Property Owner: Cynthia Gerall

EW

Date signed: 2/17/02

549-18-1939

8413 Merlin
Street Address

Lot 259 Block 16
Lot # and Block #, Section Three(3)

Barbara Conway
Property Owner: Barbara Conway

low

Date signed: 2-17-02

Property Owner:

Date signed: _____

549-18-1948

8429 Merlin
Street Address

Lot 253 Block 16
Lot # and Block #, Section Three(3)

Raymond Thompson
Property Owner: Raymond Thompson

lon

Date signed: 2/17/02

Jane Thompson
Property Owner: Jane Thompson

lon

Date signed: 2/17/02

549-18-1941

1315 Pech
Street Address

Lot 241 Block 14
Lot # and Block #, Section Three(3)

Bill Davison
Property Owner: Bill Davison

Date signed: 2/17/2002

Judy Davison
Property Owner: Judy Davison

Date signed: 2/17/2002

549-18-1942

8421 Merlin
Street Address

Lot 257 Block 14
Lot # and Block #, Section Three(3)

Leo L Barnes
Property Owner:
Leo L. Barnes

Leo

Date signed: 2/17/02

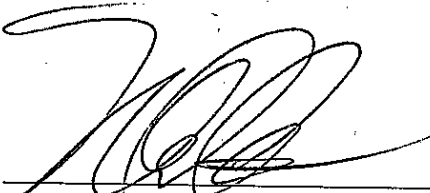
Property Owner:

Date signed: _____

549-18-1943

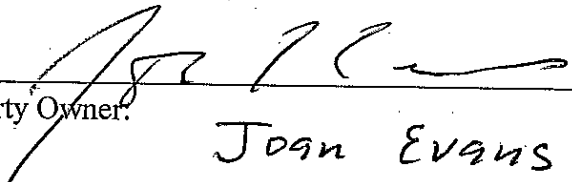
1309 Pech
Street Address

Lot 262 Block 16
Lot # and Block #, Section Three(3)


Property Owner: Michael Evans

lor

Date signed: 2/16/02


Property Owner: Joan Evans

lor

Date signed: 2/16/02

549-18-1944

1320 Pech
Street Address

Lot 277 Block 18
Lot # and Block #, Section Three(3)

Jeannette L. Wright
Property Owner: Jeannette Wright

lor

Date signed: 2-17-2002


Property Owner:

Date signed: _____

549-18-1945

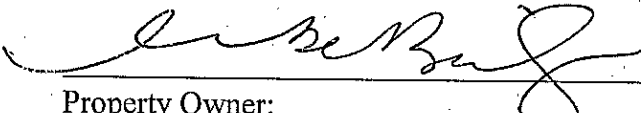
1318 Pech
Street Address

Lot 278 Block 18
Lot # and Block #, Section Three(3)


Property Owner:
Bradley Bailey

con

Date signed: 2.17.02


Property Owner:
Ann - Dee P. Bailey

con

Date signed: 2.17.02

549-18-1946

Kennedy
013 722 0027

549-18-1917

8319 Leafy Lane
Street Address

Lot 288 + 289 Block 18
Lot # and Block #, Section Three(3)

Joanne Sockler
Property Owner:
JOANNE SOCKLER

Jo

Date signed: 2-17-'02


Property Owner:

Date signed: _____

549-18-1948

6 T91 Court
Street Address

Lot 237 Block 14
Lot # and Block #, Section Three(3)

Property Owner: 
Bob Ray Dawson

for

Date signed: 2/17/02

Property Owner: _____

Date signed: _____

549-18-1949

1314 Pech Rd.
Street Address

Lot 279 Block 18
Lot # and Block #, Section Three(3)

Joy Purfurst
Property Owner: Joy Purfurst

low

Date signed: 02/16/02

Property Owner:

Date signed: _____

549-18-1950

1320 Modiste
Street Address

Lot 226 Block 14
Lot # and Block #, Section Three(3)

Evgenia L. Simons
Property Owner: Evgenia Simons

low

Date signed: 2/16/02

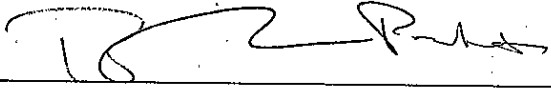
Property Owner:

Date signed: _____

549-18-1951

8526 Merlin
Street Address

Lot 212 Block 13
Lot # and Block #, Section Three(3)


Property Owner:
Bridgett Tims Pracht

low

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1952

8320 Merlin
Street Address

Lot 282+283 Block 18
Lot # and Block #, Section Three(3)

Clyde S. Altemus

Property Owner:

Clyde Altemus

ba

Date signed: 2-16-02

Susan Altemus

Property Owner:

Susan Altemus

ba

Date signed: 2.16.02

549-18-1953

8406 Merlin
Street Address

Lot 240 Block 14
Lot # and Block #, Section Three(3)

Mark Frugoni
Property Owner:
Mark Frugoni

for

Date signed: 2-16-02

Annelise Frugoni
Property Owner:
Annelise Frugoni

for

Date signed: 2-16-02

549-18-1954

8405 Merlin
Street Address

Lot 261 Block 16
Lot # and Block #, Section Three(3)

Sam Condic

Property Owner:

Samuel Condic

Con

Date signed: 16 FEB, 2002

Elizabeth Condic

Property Owner:

Elizabeth Condic

Con

Date signed: 2/16/02

549-18-1955

6 Tam Court
Street Address

Lot 231 Block 14
Lot # and Block #, Section Three(3)

Nancy G. Mooney
Property Owner:

Nancy Mooney

low

Date signed: 2-16-02

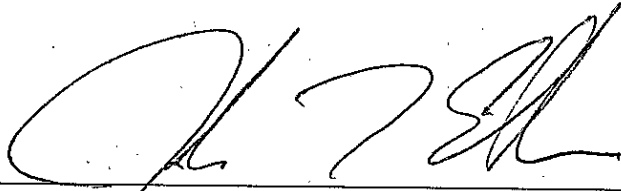
Property Owner:

Date signed: _____

549-18-1956

8424 Merlin
Street Address

Lot 233 Block 14
Lot # and Block #, Section Three(3)



Property Owner: John Elder

Date signed: 2-16-02



Property Owner: Rebecca Elder

Date signed: 2/16/02

549-18-1957

1318 Modiste
Street Address

Lot 227 Block 14
Lot # and Block #, Section Three(3)

Steph N Mousen

Property Owner:

Stephen Mousen

low

Date signed: 2-16-02

Suzan Mousen

Property Owner:

Suzan Mousen


low

Date signed: 2-16-02

549-18-1958

10 Tam Court
Street Address

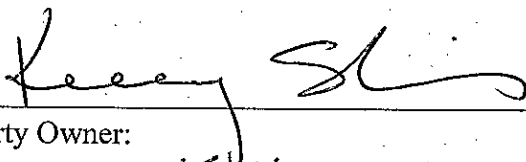
Lot 230 Block 14
Lot # and Block #, Section Three(3)



Property Owner: Tom Stinson

Car

Date signed: 2-16-02



Property Owner: Kelly Stinson

Car

Date signed: 2-16-02

549-18-1859

1315 Modiste
Street Address

Lot 222 Block 13
Lot # and Block #, Section Three(3)

W. Herrmann
Property Owner: William Herrmann

WH

Date signed: 2/16/02

Ann Herrmann
Property Owner: Ann Herrmann

AH

Date signed: 2-16-02

549-18-1968

8501 Merlin
Street Address

Lot 250 Block 15
Lot # and Block #, Section Three(3)

Pat L Richards
Property Owner:
Pat L. Richards

low

Date signed: 2-16-02

Billie Richards
Property Owner:
Billie Richards

low

Date signed: 2-16-02

549-18-1961

549-18-1962

8513 Merlin
Street Address

Lot 248 Block 15
Lot # and Block #, Section Three(3)

Ben Wohlford
Property Owner: Ben Wohlford

W

Date signed: 2/16/02

Lindsey Wohlford
Property Owner: Lindsey Wohlford

W

Date signed: 2/16/02

8517 Merlin
Street Address

Lot 247 Block 15
Lot # and Block #, Section Three(3)

Molly Pitkin
Property Owner: Molly Pitkin

MP

Date signed: 5/16/02

Property Owner:

Date signed: _____

549-18-1963

1320 Neeley
Street Address

Lot 219 Block 13
Lot # and Block #, Section Three(3)

Ronald A. Ohstfeldt
Property Owner: Ronald Ohstfeldt

CO

Date signed: 2/16/02

Mildred Ohstfeldt
Property Owner: Mildred Ohstfeldt

CO

Date signed: 2/16/02

549-18-1964

1319 Neeley
Street Address

Lot 217
Lot 216 Block 13
Lot # and Block #, Section Three(3)

Frances P. Lahrmann
Property Owner: Frances P. Lahrmann

(w)

Date signed: 2-16-02

Property Owner:

Date signed: _____

549-18-1965

549-18-1966

8521 Merlin
Street Address

Lot 246 Block 15
Lot # and Block #, Section Three(3)

Wes Lincecum
Property Owner: Wes Lincecum

low

Date signed: 2/16/02

Stacey Lincecum
Property Owner: Stacey Lincecum

low

Date signed: 2/16/02

8529 Merlin
Street Address

Lot 244 Block 15
Lot # and Block #, Section Three(3)

Mike Zabransky
Property Owner: Mike Zabransky

low

Date signed: 2/16/02

Property Owner:

Date signed: _____

549-18-1967

8326 Leafy Lane

Street Address

Lot 269 Block 17

Lot # and Block #, Section Three(3)

Property Owner:

RD/K
Robert D. Kennedy

aw

Date signed:

2-16-02

Bessie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 FEB 25 PM 4:17

FILED

aw

Property Owner:

Colleen Kennedy
Colleen Kennedy

Date signed:

2-16-02

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

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

FEB 25 2002



Bessie B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to
Robert D Kennedy
5100 Westheimer #200
Houston, TX 77056

549-18-1968

AMENDMENT TO THE RESTRICTIVE COVENANTS
OF SPRING OAKS, SECTION THREE (3)

12
Amend
4/8/02
M

THE STATE OF TEXAS

S
S
S
S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

This Amendment to the Restrictive Covenants is made by and among the undersigned persons who collectively constitute the owners of a majority of the lots in Spring Oaks, Section Three (3).

WHEREAS, Deed Restrictions for Spring Oaks, Section Three (3) were recorded in Volume 2589, Page 234 of the Deed Records of Harris County, Texas on or about April 10, 1953;

lll

WHEREAS, such restrictions imposed on all lots in Spring Oaks, Section Three (3) the certain covenants, conditions, restrictions, and easements therein set forth;

WHEREAS, Paragraph Nineteen (19) of the Restrictions provides that the Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until May 18, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part; and

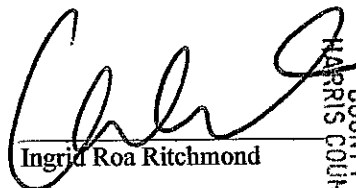
WHEREAS, the undersigned owners, being the owners of at least fifty-one percent (51%) of real property in Spring Oaks, Section Three (3), wish to amend and modify the Restrictions and hereinafter provided.

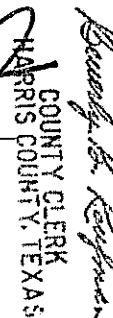
NOW THEREFORE, pursuant to the power granted to a majority of the owners under the Restrictions, the undersigned owners, being a majority of the lots in Spring Oaks Section Three (3) desire to expressly provide:

“THAT A TWO STORY HOUSE SHALL BE PERMITTED ON LOT NO. 219, BLOCK 13, SPRING OAKS, SECTION 3, UPON THE RECORDING OF A PETITION TO WAIVE ONE STORY RESTRICTION SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS AGREEING TO PERMIT SUCH TWO-STORY CONSTRUCTION”

IN WITNESS HEREOF, this amendment to the Restrictions for Spring Oaks, section Three (3) was executed as of the date indicated following the signature of the undersigned owners and are effective upon proper recordation of this document in the Real Property Records of Harris County, Texas.

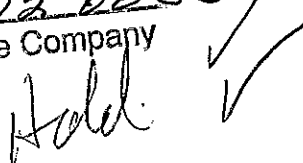
DATED this 27th day of December, 2006.


Ingrid Roa Ritchmond


COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 JAN -8 PM 1:51

FILED

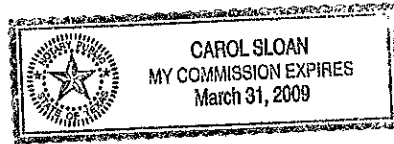
GF # 26120055
Houston Title Company


STATE OF TEXAS S
 S
COUNTY OF HARRIS S

Before me, a notary public, on this day personally appeared Ingrid Roa Ritchmond, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 28th day of December 2006.


Notary Public for The State of Texas



We, the undersigned owners of property in Spring Oaks, Section 3 of Spring valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77065.

Name

Address

Phone

Lindsay New

8525 Merlin

713 334 7077 (56)

~~Lindsay New~~

~~8529 Merlin~~

~~713-467-1634~~

Lindsay Wonged

8513 Merlin


713-463-7048

Dated: _____

151-43-1851

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77005.

Name Address 

Jackie Hawsion 1315 Neeley Dr.

~~Thomas P. Lehmann~~ 1319 Neeley Dr.

Joseph Graham 1316 Neeley Dr.

Ken Tekell 8517 Merlin

Oscar Hockess 8530 Merlin

Scott Pruitt 8526 Merlin

Lynley Klinge 8509 Merlin

702

Dated this the 10th day of December, 2006

2006-12-10 10:58 AM

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.
77055

Name Address Phone

Marvin C. Brenner 8324 Merlin Dr Houston TX 77055 713-468-8600 *JK*

(my wife passed away in July 2006)

Kelly & Tom Stinson 10 Tam Ct. Houston TX 77055 *JK*

Nancy Mooney 6 Tam Ct Houston TX 77055 *JK*

John Balew 8420 Merlin Dr. Houston, TX 77055 *JK*

Beverly Balew 8420 Merlin *JK*

John J. Kelly 1 Tal Ct Houston TX 77055 *JK*

Scot + Billie Davis 14 Tal Ct Houston, TX 77055 *JK*

Dated: Dec, 12, 2006

0612055

GR 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77055.

Name Address Phone

Art Slagle 1319 Modeste Art Slagle 901

Diane Slagle 1319 Modeste Diane Slagle

Art Slagle 1315 Modeste Art Slagle

Diane Slagle 1315 Modeste Diane Slagle

Ronald Ohstfeldt 1320 Neeley Ronald Ohstfeldt

Mildred Ohstfeldt 1320 Neeley Mildred Ohstfeldt

Lourene Podd 1316 Neeley Lourene Podd

Cynthia Cerrall 835 Keaty Lane Cynthia Cerrall

Dated: 12-12-2006

12-12-2006

LF 06/2055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name	Address	Phone
1002		
Frank & Rose Williams		
Roger Swanson	8341 Leafy	7134641946
Dora A. Kessler 8302 Leafy Lane 713-465-5503		
Walter Henry	1321 Modiste	713-465-5925
Leop. Moore	1318 Modiste	7-464-1082
Carl Stogd	1319 Modiste	832-369-2167
Carl Stogd	1315 Modiste	832-369-2167
John Kazzall	8338 Leafy Lane	713-461-0064 77055
Robert & Michelle Eutsler	8318 Leafy Lane	77055
Amy Winstead	8417 Raylin Dr.	713-647-7560 77055

551-53-23-24

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas ~~77055~~. 77055

Name

Address

~~77055~~

gpr

Thelma E. Gafford 8334 Leafy Ln.

MAURICIE VERNET 8330 LEAFY LN

~~Wanda Duhamel~~ Wanda Duhamel 10 TALCT
GRAHAM DUHAMEL

GRAHAM DUHAMEL 10 TAL COURT

Mary Anne Skotak 1320 Bingle 77055

David Cook 8342 Leafy Lane 77055

Ginny Langenkamp 8309 Leafy Lane 055

Tyla Langenkamp 8309 Leafy Lane 77055

Dated this the 12th day of December, 2006

9591-63-1656

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built, including the proposed two story plan for 1320 Neeley, Houston, Texas 77055.

Name Address ~~Phone~~

MARK FONGONI 8406 MERLIN

for

Joy Purfurst 1314 Peck Rd

How Kay #6 TAC CT.

Jessica Byrum 8413 Merlin Dr.

GF 057-43-1657

Dated this the ___ day of December, 2006

GF 0612055

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

Name

Address

[Handwritten initials]

JIM SCHWABENLAND

[Handwritten mark]

8445 MERLIN DR

HOUSTON, TX 77055

[Handwritten signature]

Paul Schwabenland

[Handwritten mark]

Dated:

12-13-06

2006-12-13 10:52 AM

We, the undersigned owners of property in Spring Oaks, Section 3 of Spring Valley, Harris County, Texas agree that a two story residence can be built at 1320 Neeley, Houston, Texas 77005.

40

Name Oliver Tuansou Address 8313 Lazy Lane Phone 713-647-6282

Eugenia Lewis 1320 Modesto 713/428-4959
713-647-9250

M. SOPHER 1318 Bunge

Ann Skotal 1320 Bunge 713-4643739

Dated: _____

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in the number Sequence on the date and at the place stamped herein by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

JAN - 8 2007



Dorothy L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

12
Modif
24, 25
Z
VC

**PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

Subdivision: **SPRING OAKS, SECTION 3**, according to the map or plat thereof recorded under Volume 41, Page 10 of the Map Records of Harris County, Texas. *lll*

Current Deed Restrictions: Those recorded under Volume 2589, Page 234 of the Deed Records of Harris County, Texas.

Purpose of Petition: The sole purpose of this Petition to Modify Deed Restrictions is to change the limitation on "stories in height" for single family dwellings in the Subdivision from one story to two stories.

Compliance with the Current Deed Restrictions: This Petition to Modify Deed Restrictions must receive the approval of a majority of the owners of the lots in the Subdivision in order to modify the Current Deed Restrictions. After the requisite approval has been received, the Modified Deed Restrictions set forth below shall be applicable to all lots in the Subdivision, effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

Proposed Modification: Upon compliance with the Current Deed Restrictions, the following restrictive covenants (the "Modified Deed Restrictions") shall apply to the Subdivision by incorporation into the Current Deed Restrictions. The Modified Deed Restrictions shall run with the land, bind and benefit each owner of property in the Subdivision and their heirs, executors, representatives, successors and assigns, and shall restrict all property in the Subdivision, whether or not referenced in subsequent deeds.

**ARTICLE I
MODIFIED DEED RESTRICTIONS**

1. The first sentence of Paragraph 2 of the Current Deed Restrictions is hereby deleted in its entirety and replaced with the following:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

2. For reference purposes only, the following is a comparison of the original first sentence of Paragraph 2 of the Current Deed Restrictions to the modified version of the same set forth above:

"No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed one-story two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant."

RP 069-78-1965

THE UNDERSIGNED EXECUTES THIS PETITION TO FACILITATE ITS RECORDING IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, AND TO EVIDENCE THE APPROVAL OF THE PETITION BY THE OWNERS IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO.

By: Janelia Tse
Name: Janelia Tse
Address: 8314 Leafy Lane, Houston, TX 77055
The East 45 ft. of Lot 272, and the West 36.5 ft. of Lot 273, Block 17, Spring Oaks, Section 3

(101)
for

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before by Janelia Tse, on this the 31ST day of December, 2009.



[Notary Seal]

[Signature]
Notary Public in and for the State of Texas

**AFTER RECORDING
PLEASE RETURN TO:**

Wilson, Cribbs & Goren, P.C.
2500 Fannin St.
Houston, Texas 77002

[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

2010 JAN -6 PM 2:46

FILED

9961-82-690 RH

EXHIBIT A

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

Bridgett Pracht
Printed Name: Bridgett Pracht

8526 Merlin
Houston, TX 77055

Lot 212, Block 13,
Spring Oaks, Section 3

102

John Belew
Printed Name: JOHN BELEW

8420 MERLIN
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

102

Beverly Belew
Printed Name: Beverly Belew

8420 Merlin Dr
Houston, TX 77055

Lot 234, Block 14,
Spring Oaks, Section 3

102

Heather Rasmussen
Printed Name: Heather Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

102

Bynne Rasmussen
Printed Name: Bynne Rasmussen

8324 Merlin
Houston, TX 77055

Lot 281A, Block 18,
Spring Oaks, Section 3

102

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

Printed Name: _____

Houston, TX 77055

Lot _____, Block _____,
Spring Oaks, Section 3

2961-81-6333 100

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

The undersigned own record title to the real property described below. They have received, read and understood this Petition to Modify Deed Restrictions for Spring Oaks, Section 3 (the "Petition") and execute this document to evidence their approval of the Modified Deed Restrictions contained therein. This signature page is to be attached to a master copy of the Petition for recording purposes in order to eliminate unnecessary costs of filing multiple copies of the Petition. Any owner of real property in Spring Oaks, Section 3 is authorized to execute and acknowledge the Petition to facilitate recordation of the Petition in the Official Public Records of Real Property of Harris County, Texas.

OWNER

PROPERTY

Street Address:

Legal Description:

<p><u>Thelma E. Gafford</u> Printed Name: <u>Thelma E. Gafford</u></p>	<p><u>8334 Leafy Ln</u> Houston, TX 77055</p>	<p>Lot <u>267</u>, Block <u>17</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>David Cook</u> Printed Name: <u>David Cook</u></p>	<p><u>8342 Leafy Lane</u> Houston, TX 77055</p>	<p>Lot <u>265</u>, Block <u>17</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>M. Sopher</u> Printed Name: <u>M. SOPHER</u></p>	<p><u>1318 Bingle</u> Houston, TX 77055</p>	<p>Lot <u>214</u>, Block <u>13</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>Patricia Rowley</u> Printed Name: <u>PATRICIA ROWLEY</u></p>	<p><u>8424 Merlin</u> Houston, TX 77055</p>	<p>Lot <u>233</u>, Block <u>14</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>Charles Griffith</u> Printed Name: <u>CHARLES GRIFFITH</u></p>	<p><u>2 The Court</u> Houston, TX 77055</p>	<p>Lot <u>238</u>, Block <u>14</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>Jonica T. Griffin</u> Printed Name: <u>Jonica T Griffin</u></p>	<p><u>2 TALL CT</u> Houston, TX 77055</p>	<p>Lot <u>238</u>, Block <u>14</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>D. H. GREGG</u> Printed Name: <u>D. H. GREGG</u></p>	<p><u>8409 Merlin</u> Houston, TX 77055</p>	<p>^{259A} Lot <u>260</u>, Block <u>16</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>CORDEY GREGG</u> Printed Name: <u>CORDEY GREGG</u></p>	<p><u>8409 Merlin</u> Houston, TX 77055</p>	<p>^{259A} Lot <u>260</u>, Block <u>16</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>KATHERINE AUBIN</u> Printed Name: <u>KATHERINE Aubin</u></p>	<p><u>8506 MERLIN</u> Houston, TX 77055</p>	<p>Lot <u>221</u>, Block <u>13</u> Spring Oaks, Section 3</p>	<p>102</p>
<p><u>WALTER MOOREY</u> Printed Name: <u>WALTER MOOREY</u></p>	<p><u>6 Tam Ct</u> Houston, TX 77055</p>	<p>Lot <u>231</u>, Block <u>14</u> Spring Oaks, Section 3</p>	<p>202</p>

HP 069-78-1968

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

M2
Mansi Soshi
Printed Name: Uday Tare
UDAY TARE

Printed Name: MANSI SOSHI

Alisa Dawson
Printed Name: Alisa Dawson

Greg Dawson
Printed Name: GREG DAWSON

Peg Schwabenland
Printed Name: Peg Schwabenland

James Schwabenland
Printed Name: JAMES SCHWABENLAND

CJane Thompson
Printed Name: CJANE THOMPSON

Raymond G. Thompson
Printed Name: Raymond G. Thompson

Chanda DeBoyes
Printed Name: CHANDA BROTEMARKE
DeBOYES

Scott De Boyes
Printed Name: Scott De Boyes

Street Address: 8513 MERLIN Legal Description: Lot 248, Block 15, Spring Oaks, Section 3

8513 MERLIN Houston, TX 77055 Lot 248, Block 15, Spring Oaks, Section 3

8501 MERLIN Houston, TX 77055 Lot 250, Block 15, Spring Oaks, Section 3

8501 MERLIN Houston, TX 77055 Lot 250, Block 15, Spring Oaks, Section 3

8445 MERLIN Houston, TX 77055 Lot 251, Block 16, Spring Oaks, Section 3

8445 MERLIN Houston, TX 77055 Lot 251, Block 16, Spring Oaks, Section 3

8429 MERLIN Houston, TX 77055 Lot 253, Block 16, Spring Oaks, Section 3

8429 MERLIN Houston, TX 77055 Lot 253, Block 16, Spring Oaks, Section 3

1322 Modiste AGAESTE Houston, TX 77055 Lot 225, Block 14, Spring Oaks, Section 3

1322 Modiste AGAESTE Houston, TX 77055 Lot 225, Block 14, Spring Oaks, Section 3

102
102
102
102
102
102
102
102
202
102


SP 069-78-1969

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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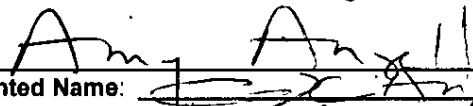
OWNER

PROPERTY


Printed Name: Matt Angell

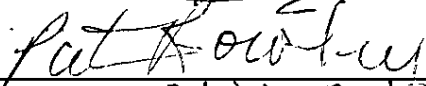
Street Address: 8421 MERLIN
Houston, TX 77055
Legal Description:
~~2251~~ 256
~~2261~~ TRS 255
Lot 257A Block 16
Spring Oaks, Section 3

10r


Printed Name: Amy Angell

8421 MERLIN
Houston, TX 77055
Lot 257A Block 16
Spring Oaks, Section 3

10r


Printed Name: Patricia Rowley

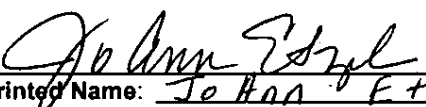
8429 MERLIN
Houston, TX 77055
Lot 233 Block 14
Spring Oaks, Section 3

10r


Printed Name: BOB DAWSON

#6 TAL CT
Houston, TX 77055
Lot 237 Block 14
Spring Oaks, Section 3

20r


Printed Name: Jo Ann F. Fetzl

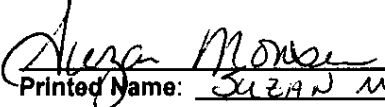
#2 Tam Ct
Houston, TX 77055
Lot 232 Block 14
Spring Oaks, Section 3

10r


Printed Name: STEPHEN MONSEN


1318 Modiste
Houston, TX 77055
Lot 227 Block 14
Spring Oaks, Section 3

10r


Printed Name: SUZAN MONSEN


1318 Modiste
Houston, TX 77055
Lot 227 Block 14
Spring Oaks, Section 3

10r


Printed Name: JEANETTE L. WRIGHT

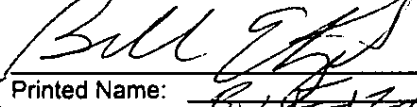
1320 Peck
Houston, TX 77055
Lot 227 Block 18
Spring Oaks, Section 3

10r


Printed Name: RON GOLEY

8329 KENY LN
Houston, TX 77055
Lot 290 Block 18
Spring Oaks, Section 3

10r


Printed Name: Bill Fetzl

2 TAM CT
Houston, TX 77055
Lot 232 Block 14
Spring Oaks, Section 3

10r

HP 069-78-1970

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

Frances P. LaHmann
Printed Name: Frances LaHmann

Street Address: 1314
~~8314 NEELEY~~
Houston, TX 77055

Legal Description: Lot 217, Block 13
Lot 216, Block ~~13~~
Spring Oaks, Section 3

102

Lorraine Podd
Printed Name: Lorraine Podd

Street Address: 1322 Neeley
Houston, TX 77055

Legal Description: Lot 218, Block 13
Spring Oaks, Section 3

102

Joseph Graham
Printed Name: Kim Graham
Joseph Graham

Street Address: 1316 NEELEY
Houston, TX 77055

Legal Description: Lot 228, Block 13
Spring Oaks, Section 3

102

Kim Graham
Printed Name: Kim Graham

Street Address: 1316 NEELEY
Houston, TX 77055

Legal Description: Lot 220, Block 13
Spring Oaks, Section 3

102

Bridgett Kracht
Printed Name: Bridgett Kracht

Street Address: 8526 MERLIN
Houston, TX 77055

Legal Description: Lot 212, Block 13
Spring Oaks, Section 3

102

Olivia Melo
Printed Name: Olivia Melo

Street Address: 8530 MERLIN
Houston, TX 77055

Legal Description: Lot 211, Block 13
Spring Oaks, Section 3

102

Oscar Morales
Printed Name: Oscar Morales

Street Address: 8570 MERLIN
Houston, TX 77055

Legal Description: Lot 211, Block 13
Spring Oaks, Section 3

102

Adam Green
Printed Name: Adam Green

Street Address: 8525 MERLIN
Houston, TX 77055

Legal Description: Lot 245, Block 15
Spring Oaks, Section 3

102

Lyndsey Green
Printed Name: Lyndsey Green

Street Address: 8925 MERLIN
Houston, TX 77055

Legal Description: Lot 245, Block 15
Spring Oaks, Section 3

102

John Nelson
Printed Name: John Nelson

Street Address: 8521 MERLIN
Houston, TX 77055

Legal Description: Lot 246, Block 15
Spring Oaks, Section 3

202

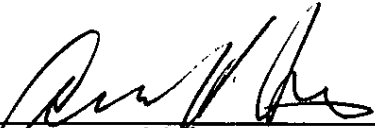
1261-87-698 PM

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

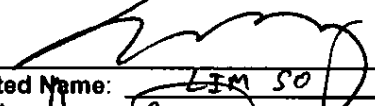
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OWNER

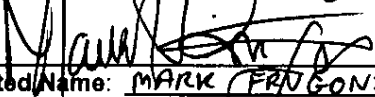
PROPERTY


Printed Name: AARON SANG

Street Address: 8405 MERLIN Legal Description: Lot 261, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: LIM SO

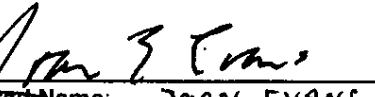
8405 MERLIN Lot 261, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: MARK FRUGONI

8406 MERLIN Lot 240, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: ANNELYSE FRUGONI

8406 MERLIN Lot 240, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: JOAN EVANS


1309 PECH Lot 262, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 *20r*


Printed Name: MICHAEL EVANS


1309 PECH Lot 262, Block 16,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: STEPHEN MONSEN

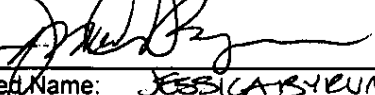
1318 MODISTE Lot 227, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: SUZAN MONSEN

1318 MODISTE Lot 227, Block 14,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: KENNETH TEKELL

8517 MERLIN Lot 247, Block 15,
Houston, TX 77055 Spring Oaks, Section 3 *10r*


Printed Name: JESSICA BYRUM

8413 MERLIN TRs 258 &
Houston, TX 77055 Lot 259A, Block 16,
Spring Oaks, Section 3 *10r*

HP 169-78-1972

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

Street Address:

Legal Description:

<u>Virginia D. Hamilton</u> Printed Name: <u>VIRGINIA D. HAMILTON</u>	<u>1330 KRIST</u> Houston, TX 77055	Lot <u>276</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Robert Eutsler</u> Printed Name: <u>Robert Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Michelle Eutsler</u> Printed Name: <u>Michelle Eutsler</u>	<u>8318 Leafy</u> Houston, TX 77055	Lot <u>271</u> ^{272A} , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Julia Bagnall</u> Printed Name: <u>JULIA BAGNALL</u>	<u>8322 Leafy</u> Houston, TX 77055	TR265A Lot <u>268</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Janelle We</u> Printed Name: <u>Janelle We</u>	<u>8314 Leafy</u> Houston, TX 77055	Lot <u>272</u> ²⁷³ , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Michael J. McCright</u> Printed Name: <u>MICHAEL J. MCCRIGHT</u>	<u>8322 Leafy Ln</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Jelly McCright</u> Printed Name: <u>JELLY MCCRIGHT</u>	<u>8322 LEAFY LN</u> Houston, TX 77055	Lot <u>270</u> , Block <u>17</u> , Spring Oaks, Section 3	<u>102</u>
<u>Virginia Langenkamp</u> Printed Name: <u>Virginia Langenkamp</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>
<u>Tiler Langenkamp</u> Printed Name: <u>TILER LANGENKAMP</u>	<u>8309 Leafy Lane</u> Houston, TX 77055	Lot <u>286</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>
<u>Laura Dye</u> Printed Name: <u>LAURA DYE</u>	<u>8341 Leafy Lane</u> Houston, TX 77055	Lot <u>292</u> , Block <u>18</u> , Spring Oaks, Section 3	<u>102</u>

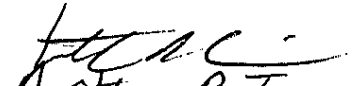
RP 869-78-1978

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

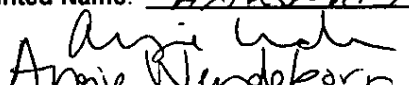
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OWNER


PROPERTY


Arthur R. Jones
 Printed Name: Arthur R. Jones

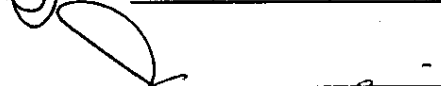
Street Address: 8313 Leafy Ln Legal Description: Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Angie Wendeborn
 Printed Name: Angie Wendeborn

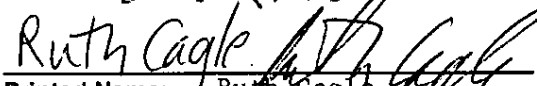
8313 Leafy Lot 287, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


KEVIN OUTMAN
 Printed Name: KEVIN OUTMAN

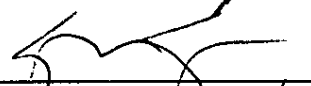
8337 LEAFY LN Lot 291, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


JAVAD SHE
 Printed Name: JAVAD SHE


8346 Leafy Ln Lot 264, Block 17
Houston, TX 77055 Spring Oaks, Section 3 102


Ruth Cagle
 Printed Name: Ruth Cagle

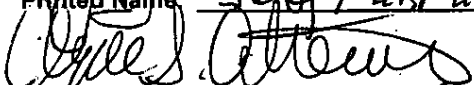
1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


Steve Cagle
 Printed Name: Steve Cagle


1318 Pech Rd Lot 278, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


JOY PURPURST
 Printed Name: JOY PURPURST

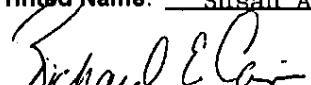
1314 Pech Rd Lot 279, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102


SUSAN ALTEMUS
 Printed Name: SUSAN ALTEMUS

8320 Merlin Dr Lot 282 A 283
Houston, TX 77055 Block 18
Spring Oaks, Section 3 102


Susan Altemus
 Printed Name: Susan Altemus

8320 Merlin Dr Lot 282 A 283
Houston, TX 77055 Block 18
Spring Oaks, Section 3 102


RICHARD E. CAIN
 Printed Name: RICHARD E. CAIN

8316 MERUN DR Lot 284, Block 18
Houston, TX 77055 Spring Oaks, Section 3 102

1974-09-06

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER


PROPERTY

Street Address:


Legal Description:


Printed Name: Rita Falkstein

1721 MODISTE Lot 228, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: DAVID HARRISON

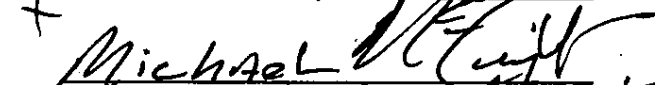
Neeley
1315 NEELEY Lot 713, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: JACQUELINE HARRISON

Neeley
1315 NEELEY Lot 213, Block 13, 10
Houston, TX 77055 Spring Oaks, Section 3

X 
Printed Name: Kelly L. McCright

0322 LEAFY Lot 270, Block 17, 20
Houston, TX 77055 Spring Oaks, Section 3

X 
Printed Name: Michael McCright

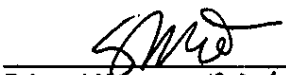
0322 LEAFY Lot 270, Block 17, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: George D. Parker Jr.

0417 MERUN Lot 257, Block 16, 20
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Billie Davis

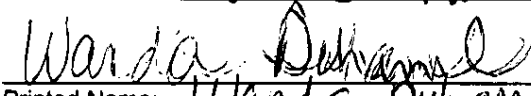
14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Michael Scott Davis

14 TAL CT. Lot 235, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: GRAHAM DUBAMEL

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3


Printed Name: Wanda Duhamel

10 TAL Lot 236, Block 14, 10
Houston, TX 77055 Spring Oaks, Section 3

RP 969-70-1975

**SIGNATURE PAGE TO
PETITION TO MODIFY DEED RESTRICTIONS
FOR SPRING OAKS, SECTION 3**

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OWNER

PROPERTY

Jerry M. Speers

Printed Name: Jerry M. Speers

Clara Kessler

Printed Name: CLARA KESSLER

Heather Hanka

Printed Name: Heather Hanka

Bill Davison

Printed Name: Bill Davison

Judy Davison

Printed Name: JUDY DAVISON

Robert C. Davis

Printed Name: ROBERT C. DAVIS

Rebecca A. Vogel

Printed Name: REBECCA A. Vogel

Randy P. Parker

Printed Name: RANDY P. PARKER

Printed Name: _____

James T. Barden

Printed Name: JAMES T. BARDEN

Street Address:

Legal Description:

8310 Merlin
Houston, TX 77055

Lot 285, Block 18
Spring Oaks, Section 3 *10r*

8322 Peck Rd
Houston, TX 77055

Lot 275, Block 17
Spring Oaks, Section 3 *10r*

1317 Peck Rd.
Houston, TX 77055

Lot 242, Block 14
Spring Oaks, Section 3 *10r*

1315 Peck
Houston, TX 77055

Lot 241, Block 14
Spring Oaks, Section 3 *10r*

1315 Peck
Houston, TX 77055

Lot 241, Block 14
Spring Oaks, Section 3 *10r*

8332 Merlin
Houston, TX 77055

Lot 280, Block 18
Spring Oaks, Section 3 *10r*

8332 Merlin
Houston, TX 77055

Lot 280, Block 18
Spring Oaks, Section 3 *10r*

14 TAM CT
Houston, TX 77055

Lot 229, Block 14
Spring Oaks, Section 3 *10r*

14 TAM CT
Houston, TX 77055

Lot 229, Block 14
Spring Oaks, Section 3

1317 Peck Rd
Houston, TX 77055

Lot 242, Block 14
Spring Oaks, Section 3 *10r*

RP 069-78-1976

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

HP 069-78-1977

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

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

JAN - 6 2010



Barbara P. Rayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**ARTICLE I
SECURITY**

1.01 CONVEYANCE IN TRUST. For value received, the receipt and sufficiency of which Debtor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Debtor stated in this Deed of Trust and in the Loan Documents, Debtor conveys the Property described in Section 1.02, including without limitation, the Land, to the Trustee in trust, with power of sale, **TO HAVE AND TO HOLD** the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Debtor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to **WARRANT AND FOREVER DEFEND** the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 PROPERTY. The Property covered by this Deed of Trust includes the Land and the following items described in this Section 1.02, whether now owned or hereafter acquired by Debtor, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

(a) Any and all buildings, improvements (including, but not limited to, roads, curbs, gutters, public utilities, and drainage systems), and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");

(b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

(c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;

(d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements, and all other building materials, regardless of location, intended to be installed in or on the Land or the Improvements;

(e) All plans and specifications for the Improvements and for any future development of or construction on the Land and all contracts and subcontracts relating to the construction of the Improvements on the Land;

(f) All rights (but not Debtor's obligations) under any contracts relating to the Land, the Improvements, or the Personalty, including, without limitation, all sales and professional contracts;

(g) All deposits (including tenant security deposits), bank accounts, funds, deeds of trust, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(h) All rights (but not Debtor's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise,

issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;

(i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements, or the Personalty;

(j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;

(k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;

(l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;

(m) All proceeds from the taking of any of the Land, the Improvements, the Personalty, or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;

(n) All right, title, and interest in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(o) All of the Leases, rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to Leases to secure performance by the tenants of their obligations thereunder;

(p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;

(q) All other interest of every kind and character that Debtor now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property and all of Debtor's rights (but not Debtor's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Debtor's rights, title, and interests thereunder as declarant or developer, if applicable; and

(r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

**ARTICLE II
INDEBTEDNESS AND PAYMENTS**

2.01 INDEBTEDNESS. The indebtedness secured by this Deed of Trust (the "Indebtedness") shall mean and include the following:

(a) The Indebtedness (as defined in the Loan Agreement) including any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Debtor to Lender as a result of advancements made by Lender pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Lender to Debtor as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Lender's security pursuant to this Deed of Trust;

(c) Debtor and Lender contemplate that Lender will, from time to time, engage in various transactions and that from time to time other circumstances may arise, in which Debtor becomes obligated to Lender. Debtor understands that some of those transactions and circumstances may be of a type that is very different from the loan transaction evidenced in part by the Note and the circumstances connected therewith. Debtor desires and intends that Lender engage in all such transactions and deal generally with Debtor with the assurance that any and all indebtedness and obligations now owed, and that may hereafter become owing, to Lender from Debtor, will be secured by the liens arising hereunder. Therefore, the conveyance made by this Deed of Trust, in addition to being made to secure payment of the Note, is also made in trust to secure and enforce the payment of all other indebtedness and obligations of Debtor to Lender whether presently existing, or in any manner or means hereafter incurred by Debtor, and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries, guaranty agreements, liens or security interest, deeds of trust, or any other method or means including any renewal and extension of the Note, or of any part of any present or future indebtedness or other obligations, of Debtor and including any further loans and advances made by Lender to Debtor. The fact of repayment of all Indebtedness, and performance of all other obligations, of Debtor, to Lender shall not terminate the lien arising hereunder unless the same be released by Lender at the request of Debtor; but otherwise, it shall remain in full force and effect to secure all future advances, indebtedness, and other obligations, regardless of any additional security that may be taken as to any past or future indebtedness or other obligations. In no event shall this conveyance secure payment of any installment loan or any open-end line of credit established under the Texas Finance Code; and

(d) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

2.02 OTHER LOAN DOCUMENTS. The term "Loan Documents" as used herein means this Deed of Trust, the Note, any guaranty and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing, or pertaining to the Note, including, but not limited to, that certain **LOAN AND SECURITY AGREEMENT** dated as of even date herewith between Debtor and Lender (as amended, modified, or restated from time to time, the "Loan Agreement"). This Deed of Trust shall also secure the performance of all obligations and covenants of Debtor under this Deed of Trust and the other Loan Documents.

2.03 PAYMENT OF PRINCIPAL AND INTEREST. Debtor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges provided in the Note and all other sums secured by this Deed of Trust.

2.04 APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Debtor under the Note or this Deed of Trust shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Debtor under this Deed of Trust; (b) sums payable to Lender under the Note, to be applied to principal or interest as provided in any other Loan Document, or if no such provision, as Lender may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Lender, at Lender's option, may determine.

2.05 GUARANTOR. The term "*Guarantor*" shall include any person, company, or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly, or indirectly.

2.06 SUBROGATION TO EXISTING LIENS; VENDOR'S LIEN. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Debtor's request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Lender, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness. If all or any portion of the proceeds of the Indebtedness evidenced by the Note or of any other secured indebtedness has been advanced for the purpose of paying the purchase price for all or a part of the Property, no vendor's lien is waived; and Lender shall have, and is hereby granted, a vendor's lien on the Property as cumulative additional security for the secured indebtedness. Lender may foreclose under this Deed of Trust or under the vendor's lien without waiving the other or may foreclose under both.

ARTICLE III SECURITY AGREEMENT

3.01 UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Deed of Trust is also intended to be a security agreement between Debtor, as debtor, and Lender, as secured party, pursuant to the UCC for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the UCC, and Debtor hereby grants Lender a security interest in all such items. Debtor shall pay all costs of filing any financing statement and any extensions, renewals, amendments, and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Debtor shall not create or suffer to be created pursuant to the UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies provided in this Deed of Trust.

3.02 NOTICES OF CHANGES. Debtor shall give advance notice in writing to Lender of any proposed change in Debtor's name or jurisdiction in which Debtor is organized, and shall execute and deliver to Lender, prior to or concurrently with the occurrence of any such change, all additional

financing statements that Lender may require to establish and maintain the validity and priority of Lender's security interest with respect to any of the Property.

3.03 FIXTURES. Some of the items of the Property are goods that are or are to become fixtures related to the Land. Debtor and Lender intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Lender, as secured party, at Lender's address stated above. The mailing address of the Debtor, as debtor, is as stated above.

ARTICLE IV ASSIGNMENT OF LEASES

4.01 ASSIGNMENT OF LEASES. Debtor assigns to Lender, and grants to Lender a security interest in, all of Debtor's rights, but not Debtor's obligations, under existing and future leases, including subleases, and any and all extensions, renewals, modifications, and replacements of such leases, upon any part of the Property (the "*Leases*"). Debtor also assigns to Lender all guaranties of tenant's performance under the Leases. Prior to an Event of Default, Debtor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.02 WARRANTIES CONCERNING LEASES AND RENTS. Debtor represents and warrants that:

- (a) Debtor has good title to the Leases hereby assigned and authority to assign them, and no other person or entity has any right, title, or interest therein;
- (b) All existing Leases are valid, unmodified and in full force and effect, except as indicated herein and no default exists thereunder;
- (c) Unless otherwise provided herein, no Rents or other sums owing under the Leases have been or will be assigned, mortgaged, or pledged;
- (d) No Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) Except as indicated in the Leases, Debtor has not received any funds or deposits from any tenant that has not already been applied to the payment of accrued Rents.

4.03 DEBTOR'S COVENANTS OF PERFORMANCE. Debtor covenants to:

- (a) Perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) Give immediate notice to Lender of any notice Debtor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases and provide Lender with any notice of default given by Debtor to any tenant under a Lease;
- (c) Enforce the tenant's obligations under the Leases;
- (d) Defend, at Debtor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and

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(e) Neither create nor permit any encumbrance upon Debtor's interest as landlord of the leases, except this Deed of Trust and any other encumbrances permitted by this Deed of Trust.

4.04 PRIOR APPROVAL FOR ACTIONS AFFECTING LEASES. Debtor shall not, without the prior written consent of Lender:

- (a) Receive or collect Rents under any Lease more than one month in advance;
- (b) Encumber or assign future Rents;
- (c) Waive or release any material obligation of any tenant under the Leases;

(d) Cancel, terminate, or materially modify any of the Leases, cause, permit or accept any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;

- (e) Enter into any Leases after the date hereof.

4.05 ATTORNMENT OF TENANTS. All future Leases of the Property shall specifically provide: (a) that such Leases are subordinate to this Deed of Trust; (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; (c) that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; (d) that the attornment of the tenant shall not be terminated by foreclosure; and (e) that Lender may, at Lender's option, accept or reject such attornments.

4.06 SETTLEMENT FOR TERMINATION. Debtor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages shall be made payable to both Debtor and Lender. Debtor hereby assigns any such payment to Lender, to be applied to the Indebtedness as Lender may elect, and Debtor agrees to endorse any check for payment to the order of Lender.

4.07 LENDER IN POSSESSION. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Debtor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Property.

4.08 APPOINTMENT OF ATTORNEY. Debtor hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Deed of Trust.

4.09 INDEMNIFICATION; HOLD HARMLESS. Debtor hereby indemnifies and holds Lender harmless from all liability, damage, or expense incurred by Lender from any claims under the Leases, including without limitation any claims by Debtor with respect to Rents paid directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Lender shall bear interest at the Maximum Lawful Rate, shall be payable by Debtor immediately without demand, and shall be secured by this Deed of Trust.

4.10 RECORDS. Upon request by Lender, Debtor shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 MERGER. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 RIGHT TO RELY. Debtor authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Debtor and regardless of whether Lender has taken possession of any other portion of the Property, and the tenants may rely upon any written statement by Lender to the tenants.

ARTICLE V ASSIGNMENT OF RENTS

5.01 ASSIGNMENT OF RENTS. As part of the consideration for the Indebtedness, and for other valuable consideration, the receipt and sufficiency of which Debtor acknowledges, Debtor hereby assigns and transfers to Lender all rents, issues, income, receipts, and profits from the Property, and all security deposits and other security therefor, and any other property defined as “rents” under Chapter 64 of the Texas Property Code (collectively, the “Rents”), including those now due, or to become due by virtue of any Lease or other agreement for the occupancy or use of all or part of the Property, regardless of to whom the Rents are payable. Debtor authorizes Lender or Lender’s agents to collect the Rents and directs each tenant of the Property to pay such Rents to Lender or Lender’s agents; provided, however, that prior to the occurrence of an Event of Default, Debtor shall collect and receive all Rents as trustee for the benefit of Lender and Debtor, to apply the Rents so collected to the sums secured by this Deed of Trust in the order provided in Section 2.04 with the balance, so long as no such Event of Default has occurred, to the account of Debtor.

5.02 EVENT OF DEFAULT. Upon the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender shall immediately be entitled to possession of all the Rents specified in this Article V as the same become due and payable, including without limitation Rents then due and unpaid, and all such Rents shall immediately upon delivery of such notice be held by Debtor as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Debtor of the breach by Debtor shall contain a statement that Lender exercises its rights to such Rents. Debtor agrees that, commencing upon delivery of such written notice of an Event of Default by Lender to Debtor, each tenant of the Property shall make such Rents payable to and pay such Rents to Lender or Lender’s agents on Lender’s written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of any tenant to inquire further as to the existence of an Event of Default.

5.03 DEBTOR’S COVENANTS. Debtor covenants that Debtor has not executed any prior assignment of the Rents or any portion thereof, that Debtor has not performed, and will not perform, any acts and has not executed, and will not execute, any Deed of Trust which would prevent Lender from exercising its rights under this Article V and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the Rents for more than **THIRTY (30)** days prior to the due dates of such Rents. Debtor covenants that Debtor will not hereafter collect or accept payment of any Rents more than **THIRTY (30)** days prior to the due dates of such Rents without prior written consent of Lender. Debtor further covenants that Debtor will execute and deliver to Lender such further assignments of Rents as Lender may from time to time request.

5.04 APPOINTMENT OF RECEIVER; POSSESSION OF THE PROPERTY. Upon the occurrence of an Event of Default, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including without limitation the execution, cancellation or modification of Leases, the collection of Rents, the making of repairs to the Property, and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Lender elects to seek the appointment of a receiver for the Property upon the occurrence of an Event of Default, Debtor consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

5.05 APPLICATION OF RENTS. All Rents collected subsequent to the occurrence of an Event of Default shall be applied first to the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, reasonable costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the reasonable costs of discharging any obligation or liability of Debtor as landlord of the Property, and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Debtor, anyone claiming under or through Debtor or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Article V.

5.06 INSUFFICIENT RENTS. If Rents are not sufficient to meet the reasonable costs, if any, of taking control of and managing the Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Debtor to Lender secured by this Deed of Trust. Unless Lender and Debtor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Debtor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note, unless payment of such interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law.

5.07 NO WAIVER; TERM. Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of the Rents shall terminate at such time as this Deed of Trust ceases to secure the Indebtedness held by Lender.

**ARTICLE VI
DEBTOR'S REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS**

Debtor covenants, warrants, represents to, and agrees with Lender as follows:

6.01 PAYMENT AND PERFORMANCE. Debtor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Debtor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

6.02 TITLE TO PROPERTY AND LIENS OF THIS DEED OF TRUST. Debtor has good and indefeasible title to the Land and the Improvements and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever. If the interest of Lender in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Debtor authorizes Lender, at Debtor's expense, to take all

necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

6.03 TITLE INSURANCE. Debtor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Lender may require) in form acceptable to Lender in an amount equal to the amount of the Note.

6.04 INSURANCE. Debtor shall promptly obtain and deliver to Lender insurance policies with premiums paid providing extended coverage for all Improvements and other Property against damage by fire and lightning and against such other risks as Lender may require. In case of loss, Lender, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness, taxes, or other sums due and owing by Debtor in connection with the Property in accordance with the Loan Agreement. Should the Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the personal property secured by this Mortgage/Deed of Trust, Security Agreement or Financing Statement shall be limited to those items specifically covered, currently or hereafter, by Coverage A of the Standard Flood Insurance Policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act, as it may be amended from time to time.

6.05 TAXES AND ASSESSMENTS. Debtor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Lender, Debtor shall deliver to Lender such evidence of the payment thereof as Lender may require. If Debtor fails to do so, Lender may pay them, together with all penalties and reasonable costs thereon, at Debtor's expense; provided, however, that Debtor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest their validity. Pending such contest, Debtor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Debtor furnishes Lender an indemnity bond secured by a deposit in cash or other security acceptable to Lender, or with a surety acceptable to Lender, in the amount of the tax or assessment being contested by Debtor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Debtor promptly pays any amount adjudged by a court of competent jurisdiction to be due with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

6.06 TAX AND INSURANCE ESCROW. During the existence of an Event of Default, Debtor agrees to establish reserve accounts for real estate taxes, insurance premiums, and other impositions as may be reasonably requested by Lender from time to time.

6.07 CONDEMNATION.

(a) Debtor assigns to Lender all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property.

(b) In the event Lender, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Lender may, without notice, declare all of the Indebtedness immediately due and payable.

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6.08 TAXES ON NOTE OR DEED OF TRUST. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, title, liens, or security interests created by this Deed of Trust, or upon the Note, or any part of the Indebtedness, Debtor shall immediately pay all such taxes; provided that, if it is unlawful for Debtor to pay such taxes, Debtor shall prepay the Note in full without penalty within **THIRTY (30)** days after demand therefor by Lender.

6.09 STATEMENTS BY DEBTOR. At the request of Lender, Debtor shall furnish promptly a written statement or affidavit, in such form as may be required by Lender, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are such offsets or defenses, specifying them.

6.10 REPAIR, WASTE, ALTERATIONS, ETC. Debtor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Debtor shall make promptly all repairs, renewals, and replacements necessary to such end. Debtor shall discharge all claims for labor performed and material furnished therefor and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Debtor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Debtor shall first furnish Lender a bond or other security satisfactory to Lender in such amount as Lender shall reasonably require, but not more than **ONE HUNDRED TWENTY PERCENT (120.00%)** of the amount of the claim, and provided further that Debtor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Debtor shall fail to discharge any such lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Debtor shall guard every part of the Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the property may be lessened. Debtor or any tenant or other person shall not materially alter the Property without the prior written consent of Lender.

6.11 NO DRILLING OR EXPLORATION. Without the prior written consent of Lender, there shall be no drilling or exploring for or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "minerals" as used in this Deed of Trust shall include without limitation oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

6.12 COMPLIANCE WITH LAWS. Debtor, the Property, and Debtor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants conditions, restrictions, orders and decrees of any governmental authority or court applicable to Debtor or the Property and its use, and Debtor shall pay all fees or charges of any kind in connection therewith. Debtor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

6.13 CERTAIN REPORTS AND INFORMATION. Debtor shall promptly deliver such information concerning Debtor, any Guarantor, and the Property as Lender may request.

6.14 HOLD HARMLESS. Debtor shall defend, at Debtor's own cost and expense, and hold Lender harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All reasonable costs and expenses incurred by Lender in protecting its interest under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by

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Debtor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

6.15 FURTHER ASSURANCES. Debtor, upon the request of Lender, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any Property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

6.16 RECORDING AND FILING. Debtor shall cause this Deed of Trust and the other recordable Loan Documents and all amendments, supplements, extensions, and substitutions thereof to be recorded, filed, re-recorded, and refiled in such manner and in such places as Lender shall reasonably request. Debtor shall pay all such recording, filing, re-recording, and re-filing fees, title insurance premiums, and other charges.

6.17 PAYMENT OF DEBTS. Debtor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Debtor, if requested by Lender, shall have furnished to Lender security satisfactory to Lender.

6.18 INSPECTION. Lender may make or cause to be made reasonable entries upon, and inspections of, the Property.

6.19 PROTECTION OF LENDER'S SECURITY.

(a) If Debtor fails to perform the covenants and agreements contained in this Deed of Trust, or any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Lender, at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including without limitation, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided herein.

(b) Any amounts disbursed by Lender pursuant to this Section with interest thereon, shall become additional indebtedness of Debtor secured by this Deed of Trust. Unless Debtor and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Debtor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Debtor under applicable law. Debtor covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section shall require Lender to incur any expense or take any action under this Deed of Trust.

6.20 SUBORDINATE DEED OF TRUST. Debtor shall not, without the prior written consent of Lender, grant any lien, security interest, or other encumbrance (a "*Subordinate Deed of Trust*") covering any of the Property. If Lender consents to a Subordinate Deed of Trust or if the foregoing

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prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that:

(a) The Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust;

(b) If any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Deed of Trust, no tenant of any of the Leases shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Lender;

(c) Rents, if collected by or for the holder of the Subordinate Deed of Trust, shall be applied first to the payment of the Indebtedness then due and expenses incurred in the ownership, operation, and maintenance of the Property in such order as Lender may determine, prior to being applied to any indebtedness secured by the Subordinate Deed of Trust; and

(d) Written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Lender with or immediately after the occurrence of any such default or commencement.

6.21 LIENS. Debtor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Debtor shall pay, when due, the claims of any person supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Debtor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

6.22 BUSINESS USE. Debtor warrants and represents to Lender that the proceeds of the Note will be used solely for business or commercial purposes, and in no way will the proceeds be used for personal, family or household purposes.

6.23 NON-HOMESTEAD. Debtor warrants and represents to Lender that the Property is not the business or residential homestead of Debtor or any other person. Debtor has no present intent to occupy in the future or use or claim in the future the Property either as business or residential homestead.

6.24 APPRAISAL. Lender may at its option obtain at Debtor's expense an appraisal of the Property or any part thereof by a third-party appraiser selected and instructed by Lender. The reasonable costs of each such appraisal shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay). Such appraisal shall be obtained as often as deemed necessary by Lender or as required by any law or regulation applicable to Lender or loans of the type evidenced by the Note. Each such appraiser and appraisal shall be satisfactory to Lender. The reasonable costs of each such appraisal obtained pursuant to this Section shall be payable by Debtor to Lender on demand (which obligation Debtor hereby promises to pay) and shall be a part of an obligation of Debtor to Lender secured by this Deed of Trust, unless prohibited by applicable law. Debtor agrees to cooperate fully with Lender, Lender's agents, and any appraiser selected by Lender in connection with any appraisal desired or required pursuant to this Section.

ARTICLE VII EVENTS OF DEFAULT

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default hereunder.

**ARTICLE VIII
DEFAULT AND REMEDIES**

8.01 ACCELERATION AND WAIVER OF NOTICES. Upon the occurrence of an Event of Default, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Debtor acknowledges that the power of sale granted to Lender may be exercised by Lender without prior judicial hearing. Debtor and each Guarantor (by the execution and delivery of Guarantor's guaranty), surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest.

8.02 NOTICE OF SALE. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least **TWENTY-ONE (21)** days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated or as otherwise required by the Texas Property Code. If the Property to be sold is in more than one county, the notice shall designate the county in which the Property is to be sold. In addition, Lender shall, at least **TWENTY-ONE (21)** days preceding the date of sale, serve written notice of the proposed sale by certified mail on Debtor and each person obligated to pay the Indebtedness secured hereby according to the Lender's records. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such person at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States postal service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be *prima facie* evidence of the fact of service. Any notice that is required or permitted to be given to Debtor may be addressed to Debtor at Debtor's address as stated above. Any notice that is to be given by certified mail to any other person may, if no address for such other person is shown by records of Lender, be addressed to such other person at the address of Debtor as is shown by the records of Lender. Notwithstanding the foregoing provisions of this Section notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

8.03 TRUSTEE'S SALE. Lender may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, as such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after

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giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale, Lender may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Lender's successful bid may be credited on the Indebtedness. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder, and Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

8.04 PARTIAL SALES. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Property, but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Lender elects not to accelerate the unpaid balance of the Note or Indebtedness, Lender shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

8.05 FORECLOSURE OF ALL PROPERTY. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to the Texas Property Code and the UCC. Debtor shall assemble the Personal Property and make it available to Lender upon Lender's written request. Debtor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 8.02 above and pursuant to the Texas Property Code is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Lender shall also be entitled to foreclose its security interests against the Personal Property in accordance with any other rights and remedies Lender may have as a secured party under the UCC.

8.06 TRUSTEE'S DEED. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Debtor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Debtor hereby agrees, in its behalf and in behalf of Debtor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Lender, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all persons legally entitled thereto, the time, the place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Lender or by Trustee hereunder, shall be taken by all courts of law and equity as *prima facie* evidence that the statements or recitals state facts and are without further question to be so accepted, and Debtor

hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

8.07 PROCEEDS OF SALE. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

8.08 POSSESSION AFTER SALE. Debtor or any person holding possession of the Property through Debtor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Debtor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

8.09 COSTS AND EXPENSES. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts, and title reports.

8.10 SUBSTITUTE TRUSTEE. Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

8.11 REMEDIES CUMULATIVE. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

8.12 FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipts of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Debtor's default in payment of sums secured by this Deed of Trust.

8.13 WAIVER OF DEFICIENCY STATUTE. In the event an interest in any of the Property is foreclosed upon pursuant to a judicial or non-judicial foreclosure sale, Debtor agrees as follows: notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Debtor agrees that Lender shall be entitled to seek a deficiency judgment from Debtor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property was sold pursuant to judicial or non-judicial foreclosure sale. Debtor expressly recognizes that this Section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Debtor and other persons against whom recovery of deficiencies is sought or Guarantor

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independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Debtor further recognizes and agrees that this waiver creates an irrefutable presumption that the foreclosure sale price is equal to the fair market value of the Property for purposes of calculating deficiencies owed by Debtor, Guarantor, and others against whom recovery of a deficiency is sought.

8.14 WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Debtor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Lender's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

**ARTICLE IX
ENVIRONMENTAL, HEALTH, AND SAFETY MATTERS**

The terms and conditions of the Environmental Risk Agreement are incorporated herein by reference as if set forth herein.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.01 RELEASE. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Lender shall release this Deed of Trust. Debtor shall pay Lender's reasonable costs incurred in releasing this Deed of Trust.

10.02 DEBTOR AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Debtor, Debtor's successors or assigns or any junior lienholder or Guarantor, without liability on Lender's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Debtor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Debtor or Debtor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Debtor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Debtor shall pay Lender a reasonable charge, together with such title insurance premiums and attorneys' fees as may be incurred at Lender's option, for any such action if taken at Debtor's request.

10.03 POWER OF ATTORNEY. Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default in Lender's reasonable discretion, to take any action and to

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execute any instrument which Lender may deem necessary or appropriate to enforce the rights of Lender with respect to the Property.

10.04 NOTICE. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving notice to the other party in the manner set forth herein.

10.05 SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Debtor.

10.06 JOINT AND SEVERAL LIABILITY. All covenants and agreements of Debtor (if more than one) shall be joint and several.

10.07 AGENTS. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender.

10.08 GOVERNING LAW. THIS DEED OF TRUST SHALL BE GOVERNED BY THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS.

10.09 SEVERABILITY. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

10.10 USURY DISCLAIMER. The term "*Maximum Lawful Rate*" means the maximum rate of interest and the term Maximum Lawful Amount means the maximum amount of interest that is permissible under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. Lender does not intend to contract for, charge or receive more than the Maximum Lawful Rate or Maximum Lawful Amount permitted by applicable state or federal law, and to prevent such an occurrence Lender and Debtor agree that all amounts of interest, whenever contracted for, charged or received by Lender, with respect to the loan of money evidenced by the Note or with respect to any other amount payable under this Deed of Trust or any of the other Loan Documents, shall be spread, prorated or allocated over the full period of time the Note is unpaid, including the period of any renewal or extension of the Note. If demand for payment of the Note is made by Lender prior to the full stated term, the total amount of interest contracted for, charged or received to the time of such demand shall be spread, prorated or allocated along with any interest thereafter accruing over the full period of time that the Note thereafter remains unpaid for the purpose of determining if such Interest exceeds the Maximum Lawful Amount. At maturity (including maturity due to Lender's acceleration of the Note) or on earlier final payment of the Note, Lender shall compute the total amount of interest that has been contracted for,

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charged or received by Lender or payable by Debtor under the Note and compare such amount to the Maximum Lawful Amount that could have been contracted for, charged or received by Lender. If such computation reflects that the total amount of interest that has been contracted for, charged or received by Lender or payable by Debtor exceeds the Maximum Lawful Amount, then Lender shall apply such excess to the reduction of the principal balance and not to the payment of interest; or if such excess interest exceeds the unpaid principal balance, such excess shall be refunded to Debtor. This provision concerning the crediting or refund of excess Interest shall control and take precedence over other agreements between Debtor and Lender so that under no circumstances shall the total interest contracted for, charged or received by Lender exceed the Maximum Lawful Amount.

10.11 PARTIAL INVALIDITY. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

10.12 CAPTIONS. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust.

10.13 DEFINITIONS. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Loan Agreement.

10.14 WAIVER OF JURY TRIAL. DEBTOR AND LENDER EACH WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. DEBTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10.15 PATRIOT ACT NOTICE. LENDER HEREBY NOTIFIES DEBTOR AND EACH GUARANTOR THAT PURSUANT TO THE REQUIREMENTS OF THE USA PATRIOT ACT, 31 U.S.C. § 5318 (THE "ACT"), IT IS REQUIRED TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES DEBTOR AND EACH GUARANTOR, WHICH INFORMATION INCLUDES THE NAME AND ADDRESS OF DEBTOR AND EACH GUARANTOR AND OTHER INFORMATION THAT WILL ALLOW SUCH LENDER TO IDENTIFY DEBTOR AND EACH GUARANTOR IN ACCORDANCE WITH THE ACT.

10.16 FACT ACT CERTIFICATION. Debtor hereby acknowledges that Lender may report information about the Indebtedness of Debtor to credit bureaus. Late payments, missed payments or other defaults on the Indebtedness may be reflected in Debtor's credit report.

10.17 INCORPORATION OF NOTICE OF FINAL AGREEMENT. It is the intention of Debtor, Guarantor and Lender that the following **NOTICE OF FINAL AGREEMENT** be incorporated by reference into each of the Loan Documents (as the same may be amended, modified, or restated from time to time). Debtor, Guarantor and Lender warrant and represent that the entire agreement made and existing by or among Debtor, Guarantor and Lender with respect to the Indebtedness is and shall be

contained within the Loan Documents, and that no agreements or promises exist, or shall exist, by or among, Debtor, Guarantor and Lender that are not reflected in the Loan Documents.

NOTICE OF FINAL AGREEMENT

THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

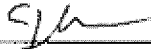
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EXECUTED as of the date of the acknowledgement below, but to be effective as of the Effective Date.

DEBTOR:

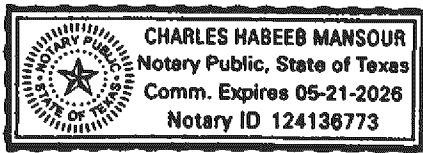
CASTILLE INVESTMENTS, LLC

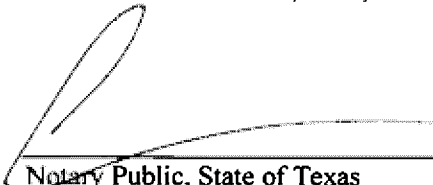
9018 Elizabeth Road, Houston, TX 77055

By: 
Name: Chad J. Castille
Title: Authorized Representative

STATE OF TEXAS §
COUNTY OF Harris §
§

This instrument was ACKNOWLEDGED before me, on 12-20, 2024, by **CHAD J. CASTILLE**, Authorized Representative of CASTILLE INVESTMENTS, LLC, on behalf of said company.




Notary Public, State of Texas

RP-2024-475873

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 227, in Block 14, of SPRING OAKS SECTION NO. 3, an addition in Harris County, Texas according to the Map or Plat thereof recorded in Volume 41, Page 10 of the Map records of Harris County, Texas.

RP-2024-475873

RP-2024-475873
Pages 23
12/23/2024 07:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$109.00

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

T159537

CHICAGO TITLE
GF 226014

After Recording Return To:

STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK
777 E. EISENHOWER PKWY., #700
ANN ARBOR, MI 48108
Attn:

519-99-2660

07/23/98 200709783 T159537 \$17.00

Loan No: 603324534

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on July 17th, 1998.
The grantor is STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

("Borrower"). The trustee is MALCOLM D. GIBSON, whose

address is THREE RIVERWAY, SUITE 400 HOUSTON, TEXAS 77056

("Trustee"). The beneficiary is MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT

, which is organized and existing under the laws of THE STATE OF TEXAS, and whose address is

2000 BERING DRIVE, SUITE 550 HOUSTON, TEXAS 77057

("Lender"). Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and 00/100

Dollars (U.S. \$ 124,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2028. This Security

Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security

Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has the address of 1318 MODISTE DRIVE, HOUSTON

Texas 77055 ("Property Address");
[Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

TEXAS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Page 1 of 5.

Form 3044 9/90

F1534.LMG (6/98)

603324534

519-99-2601

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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519-99-2681

If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property, Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

28. Purchase Money; Vendor's Lien; Renewal and Extension. [Complete as appropriate]

THE NOTE SECURED HEREBY IS SECURED BY THE VENDOR'S LIEN RETAINED IN THE DEED OF EVEN DATE HEREWITH CONVEYING THE PROPERTY TO BORROWER, WHICH VENDOR'S LIEN HAS BEEN ASSIGNED TO LENDER, THIS DEED OF TRUST BEING ADDITIONAL SECURITY THEREFOR.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 Borrower Stephen N. Monsen (Seal)
 Social Security Number _____

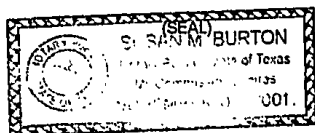
 Borrower Suzan B. Monsen (Seal)
 Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF TEXAS
 COUNTY OF HARRIS } ss:
 Before me Susan M. Burton on this day personally appeared
STEPHEN N. MONSEN AND SUZAN B. MONSEN HUSBAND AND WIFE

know, to me (or proved to me on the oath of _____) or through
photo ID to be the person whose name is subscribed to the
 foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein
 expressed.

Given under my hand and seal of office this 17th day of July, A.D., 1998.



 My Commission Expires: _____
 SUSAN M. BURTON
 Notary Public, State of Texas
 My Commission Expires
 NOVEMBER 03, 2001.

519-99-2665

FILED

98 JUL 23 PM 2:27

Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR SEX IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }

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

JUL 23 1998



Beverly R. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

T159538

CHICAGO TITLE
GF 22604

Loan No. 603324534

ASSIGNMENT OF LIEN

519-99-2680

07/23/98 200709784 T159538 \$9.00

STATE OF TEXAS
COUNTY OF HARRIS

} ss: KNOW ALL PEOPLE BY THESE PRESENTS:

THAT the undersigned, the present legal and equitable owner and holder of the following to-wit:

That one certain promissory note dated July 17, 1998 in the original principal amount of \$ 124,000.00 executed by STEPHEN N. MONSEN AND SUZAN B. MONSEN

payable to the order of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT and secured by Deed of Trust of even date therewith to MALCOLM D. GIBSON, Trustee, same having been filed for record in the Official Public Records of Real Property of HARRIS County, Texas; all of the above instruments concerning, encumbering and/or being against the following described real property, to-wit:

LOT TWO HUNDRED TWENTY-SEVEN (227), BLOCK FOURTEEN (14) OF SPRING OAKS, SECTION THREE (3), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

for a good and valuable consideration paid to the undersigned (the current legal and equitable owner, holder and beneficiary of said note and liens), the receipt and sufficiency of which is hereby acknowledged, has TRANSFERRED and ASSIGNED, GRANTED and CONVEYED without recourse and by these presents TRANSFERS, ASSIGNS, GRANTS, and CONVEYS without recourse unto STANDARD FEDERAL BANK

A FEDERAL SAVINGS BANK its successors and assigns, the above described note, together with all liens, rights and interests and any superior title, held by the undersigned securing the payment thereof.

Executed on July 17, 1998

MORTGAGE FACTORY INC. DBA
MORTGAGES DIRECT

BY: [Signature]
NAME: RENEE M. WELLS
TITLE: AGENT (ATTORNEY IN FACT)
(Beneficiary)

STATE OF TEXAS
COUNTY OF HARRIS

} ss:

This instrument was acknowledged before me on July 17, 1998, by RENEE M. WELLS as AGENT (ATTORNEY IN FACT) of MORTGAGE FACTORY INC. DBA MORTGAGES DIRECT on behalf of said Beneficiary.



[Signature]
NOTARY PUBLIC STATE OF TEXAS

(printed name of Notary Public)

Commission Expires:

After recording, return to:

STANDARD FEDERAL BANK, A
Federal Savings Bank
777 E. EISENHOWER PARKWAY, SUITE 700
ANN ARBOR, MI 48108
Attn: POST CLOSING
Loan No. 603324534

FILED
98 JUL 23 PM 2:27
HARRIS COUNTY CLERK
HARRIS COUNTY TEXAS

519-99-2687

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

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

JUL 23 1998



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

1100232

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V 25

Recording Requested By:
VERDUGO TRUSTEE SERVICE CORPORATION

When Recorded Return To: //
CITIMORTGAGE, INC.
C/O VERDUGO TRUSTEE SERVICE CO.
PO BOX 9443 DEPT. 1020
GAITHERSBURG, MD 20898-9443



TRANSFER OF LIEN

CITIMORTGAGE, INC. #:0603324534 "MONSEN" Lender ID:03382/717908462 Harris, Texas
Holder of Note and Lien: CITIMORTGAGE, INC.
Holder's Mailing Address: 5280 CORPORATE DRIVE, MC 22-528-1020, FREDERICK, MD 21703
Transferee: HMC-HOME MORTGAGES CO A WHOLLY OWNED SUBSIDIARY OF TAYLOR, BEAN & WHITAKER MORTGAGE CORP
Transferee's Mailing Address: 1417 N MAGNOLIA AVE, OCALA, FL 34475

200

Note:
Date: 07/17/1998
Original Amount: \$124,000.00
Maker: STEPHEN N MONSEN AND SUSAN B MONSEN HUSBAND AND WIFE
Payee: MORTGAGE FACTORY INC DBA MORTGAGES DIRECT
Unpaid Principal and Interest: \$0.00

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

Deed of Trust Recorded on 07/23/1998 in Book/Reel/Liber: 519-99 Page/Folio: 2660 as Instrument No.: T159537 in said county.

Legal: AS REFERENCED ON ORIGINAL RECORDED DOCUMENT: VENDOR'S LIEN: VENDOR'S LIEN RETAINED IN DEED DATED JULY 17, 1998 FROM JAMES GARLAND REED INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF JAMES O REED DECEASED TO STEPHEN N MONSEN AND SUZAN B MONSEN HUSBAND AND WIFE SECURING THE PAYMENT OF A NOTE IN THE PRINCIPAL AMOUNT OF \$124,000.00 PAYABLE TO THE ORDER OF MORTGAGE FACTORY INC DBA MORTGAGES DIRECT TO MALCOLM D GIBSON TRUSTEE
Property Address: 1318 MODISTE DRIVE, HOUSTON, TX 77055

For value received Holder of Note and Lien transfers them to Transferee, warrants that the lien is valid against the property in the priority as insured.

CITIMORTGAGE, INC.
On May 7th, 2009

RR 064-88-2397



FILED FOR RECORD
8:00 AM

MAY 18 2009

County Clerk, Harris County, Texas

By: W
WALTER H EICHELBERGER,
Vice-President

STATE OF Maryland
COUNTY OF Frederick

On this 7th day of May 2009, before me, the undersigned officer personally appeared WALTER H EICHELBERGER, who made acknowledgment on behalf of CITIMORTGAGE, INC., who acknowledges himself/herself to be the Vice-President of CITIMORTGAGE, INC., a corporation, and that he/she as such Vice-President, being authorized so to do, executed the foregoing instrument in their capacity for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice-President.

WITNESS my hand and official seal,
[Signature]
SHYRA DAVIS
Notary Expires: 03/14/2012

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

Shyra Davis
Notary Public
Frederick Co., MD

MAY 18 2009

(This area for notarial seal)



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS



RESIDENTIAL ZONING CHANGE NOTIFICATION SIGN CRITERIA

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

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

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

ADHERE TO THE FOLLOWING INSTRUCTIONS:

PLACEMENT

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

- Signs shall be located so that the lettering is visible and may be clearly read from the street.

PROOF OF POSTING

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

REMOVAL OF SIGNS

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

PROBSTULL & ASSOCIATES, INC

Preparer's Name: MARIO COLINA Preparer's Signature: 

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

AFFIDAVIT OF SIGN POSTING

(Re)Zoning Case No. _____

Date of Planning and Zoning Commission Meeting: August 12, 2025

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

Posting of said signs was accomplished on JULY 28, 2025 as provided for in Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)-of-way along MERLIN & MODISTE ST.

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

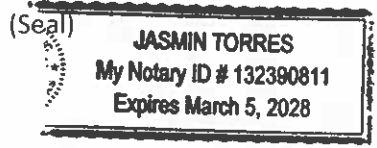
Executed this date: 7/17/25

Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25

Notary Public J. Torres



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

STAFF USE ONLY

Date/Time submitted: 7/17/25 10:22 AM Verified by: [Signature]

AFFIDAVIT OF SIGN MAINTENANCE

(Re)Zoning Case No. _____

Date of Council Meeting: AUGUST 26, 2025

In accordance with the requirements of Section 01:04:03 of Exhibit 'A' of Chapter 12 of the Code of Ordinances of the City of Spring Valley Village, Texas, I MARIO COLINA hereby certify that Zoning Change Notification sign(s) have been maintained on the property subject to zoning change, located at 1318 MONSIE ST.

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

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

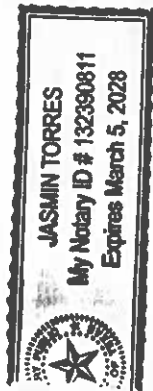
I understand that I am required to remove said signs within seven (7) calendar days of any final action on the application taken by the City of Spring Valley Village regarding the zoning change, and return them to the City Secretary at the City Hall.

Executed this date: 7/17/25

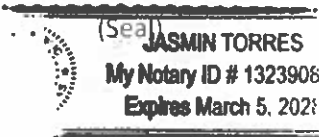
Printed Name of Applicant or Authorized Representative for Zoning Case No. MARIO COLINA

Signature of Applicant or Authorized Representative for Zoning Case No. [Signature]

Sworn and subscribed before me on this date: 7/17/25



Notary Public [Signature]



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

FOR STAFF USE ONLY:

Date/Time submitted: 7/17/25 10:32 AM Verified by: [Signature]



EST. 1955

SPRING VALLEY
V I L L A G E

July 23, 2025

Dear Property Owner:

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

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

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

Date: Tuesday, August 12, 2025
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

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

Date: Tuesday, August 26, 2025
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

This notice is being sent to you as current property records indicate that you own property in close proximity to 0 Old Katy Road. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, please contact me at (832) 910-8577 or jgomez@sprivillage.com

Sincerely,

Development Service Manager

Current Owner / Resident
1315 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
14 Tam Ct.
Houston, TX 77055

Current Owner / Resident
8440 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8441 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8429 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8437 Raylin Dr.
Houston, TX 77055

Current Owner / Resident
8433 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8455 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
8501 Merlin Dr.
Houston, TX 77055

Current Owner / Resident
1320 Modiste St.
Houston, TX 77055

Current Owner / Resident
1321 Modiste St.
Houston, TX 77055

Current Owner / Resident
1319 Modiste St.
Houston, TX 77055

Current Owner / Resident
10 Tam Ct.
Houston, TX 77055

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

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

A PRELIMINARY RE-PLAT OF SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2 A SUBDIVISION OF 0.2449 ACRES (10,666 SQUARE FEET) OF LAND BEING A REPLAT OF LOT 227, BLOCK 14 OF SPRING OAKS SECTION 3 VOL. 41 PG. 10 HARRIS COUNTY MAP RECORDS IN THE A. H. OSBORN SURVEY ABSTRACT NO. 610 HARRIS COUNTY, TEXAS, MORE COMMONLY KNOWN AS 1318 MODISTE ST.

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Date: Tuesday, August 26, 2025

Time: 6:00 p.m.

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

For additional information regarding these public hearings, please contact the Community Development Manager, Jose Gomez at (713) 465-8308.



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	John McDonald, City Administrator
SUBJECT:	<p>CONSIDERATION AND POSSIBLE ACTION</p> <p>CONCERNING: Approval of the Proposed 2026 Village Fire Department Annual Budget in the Amount of \$10,587,801, with the City of Spring Valley Village's Annual Assessment being \$1,720,518.</p>

BACKGROUND:	<p>In May 2025, the Board of Commissioners for the Village Fire Department approved the Village Fire Department (VFD) Proposed FY 2026 Budget. As required by the Village Fire Department Interlocal Cooperation Agreement, the proposed budget is submitted for the City Council's consideration and approval. The total FY 2026 Budget is \$10,587,801. Our City's proportionate share of the total budget is \$1,720,518 (16.25%).</p> <p>The VFD Total Proposed FY 2026 Budget is approximately 7% higher than the FY 2025 budget. The City's portion has increased 5%. This budget includes:</p> <ul style="list-style-type: none"> • Compensation adjustments: 3% salary increase, allowances for step increases, increased contribution to employees' 457 Plan from 2% of base pay to 4%, • Additional funding for training, • Increases in property and casualty insurance, and • No capital contribution from the member cities. <p>Please find attached the proposed FY 2026 VFD Budget including the Transmittal Memo from Chair Dan Ramey that is provided with further details on the VFD Proposed FY2025 Budget.</p> <p>In anticipation of City Council's approval of the VFD Proposed FY2026 Budget, the City's proposed FY2026 Budget includes the City's increased assessment.</p>
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ATTACHMENTS: VFD 2026 Proposed Budget

FUNDING:

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

RECOMMENDATION: Staff recommends approval of the VFD's FY2026 proposed budget.



VFD 2026 Proposed Budget Highlights

In accordance with the terms of the Interlocal Agreement, the Village Fire Department's **2026 Budget** is hereby submitted for consideration and approval by the contracting Cities, pursuant to Section 5.02 of the Interlocal Agreement, by a unanimous vote of Commissioners, the Board has approved and recommended this budget. Please place this item on your Council's agenda for consideration within the time and manner specified in the Interlocal, then advise the Department of your Council's action.

Commissioners 2026

City of Piney Point Village	Dan Ramey, Chair
City of Spring Valley Village	John Lisenby, Vice Chair
City of Hunters Creek Village	Rob Adams, Treasurer
City of Hilshire Village	Mike Garofalo, Secretary
City of Hedwig Village	Matt Woodruff, Member
City of Bunker Hill	Keith Brown, Member

Alternates 2026

City of Piney Point Village	Henry Kollenberg
City of Spring Valley Village	Steve Bass
City of Hunters Creek Village	John DeWitt
City of Hilshire Village	Robert "Bob" Buesinger
City of Hedwig Village	Patrick Breckon
City of Bunker Hill	Clara Towsley

This budget includes a 3% salary increase, allowances for step increases anticipated in 2026, increases the department's contribution to the employees' 457(b) Plan from 2% of base pay to 4%, and calls for no contribution from the Cities to the Capital Replacement Fund. The budget also maintains training at last year's levels to ensure the department has an adequate level of personnel trained in certain specialized areas.

The VFD is requesting an overall budget of \$10,962,801 which is \$675,729 or 7%, over the FY 2025 Adopted Budget. The Cities' assessments will be \$10,587,801, or 5% over the prior year's assessment.

This budget is broken down into overarching categories as follows:

General Fund – Capital, **\$176,210**

General Fund – Personnel, **\$9,053,606**

General Fund – Operating, **\$1,357,984**

Capital Replacement Fund Contribution, **\$0**

Ambulance Billing Fund Contribution, **\$375,000**

Total – \$10,962,801

The following is a comparison between these categories from 2024 Unaudited Actual through the Proposed 2026 Budget:

Village Fire Department Budget History			
	FY 2024 Actual (unaudited)	FY 2025 Budget Adopted	FY 2026 Budget Proposed
General Fund Expenditures:			
Capital	173,955	146,600	176,210
Personnel	7,696,046	8,489,687	9,053,606
Operating	984,971	1,200,785	1,357,984
Total Expenditures	8,854,973	9,837,072	10,587,801
Annual % change year-to-year	-2.27%	11.09%	7.63%
Capital Replacement Fund:			
\$ for Cap. Replacement Plan	400,000	200,000	0
Total to Fund	400,000	200,000	0
Ambulance Billing Fund:			
Revenue	0	250,000	375,000
Total to Fund	0	250,000	375,000
Cost to Cities	9,254,973	10,037,072	10,587,801
Annual % change year-to-year including the CRF	-0.07%	8.45%	5.49%

Below is a breakdown of the cost to each City for this budget. The total cost for City Assessments is \$10,587,801.

2026 Assessments					
		Total City Assessment	Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,011,682	\$251,460	\$167,640	\$83,820
Hedwig Village	18.50%	\$1,958,743	\$244,843	\$163,229	\$81,614
Hilshire Village	3%	\$317,634	\$39,704	\$26,470	\$13,235
Hunters Creek Village	22.25%	\$2,355,786	\$294,473	\$196,315	\$98,158
Piney Point Village	21%	\$2,223,438	\$277,930	\$185,287	\$92,643
Spring Valley Village	16.25%	\$1,720,518	\$215,065	\$143,376	\$71,688
	100%	\$10,587,801	\$1,323,475	\$882,317	\$441,158

2026 Budget Highlights

General Fund – Capital – \$176,210

The General Fund – Capital has a 20% increase from 2025. This increase is due largely to EMS equipment purchases, apparatus computers, and radio purchases, which are all past end of life, as well as necessary bunker gear replacement. This category includes:

- Physical Plant/Facility – \$0
- Misc. Tools & Equipment – FIRE – \$10,000
- Misc. Tools & Equipment – EMS – \$60,210
- Protective Gear – \$45,000
- Office Computers – \$4,000
- Apparatus Computers – \$12,000
- Radios – \$45,000

General Fund – Personnel

The Department's costs to the Cities lie primarily within the Personnel budget, as it makes up 70% of the total budget. This category includes salary, overtime (regular, CPR, event & EMS/Fire Training), professional certification, TMRS contributions at 2:1, 4% employer contribution to 457(b), health benefits cost, and meal allowance. An additional 2% was added to the employees' 457(b) plan in 2026.

Village Fire Department currently has fifty-three full-time employees. The breakdown consists of forty-five Fire and EMS personnel, one Fire Chief, one Fire Marshal, one Administrator/Finance Director, one Administrative Specialist, and four Communication Specialists (Dispatchers). The Department also employs two part-time dispatchers.

Payroll: \$7,291,517

Salaries – \$6,062,300

This category includes the base annual pay for 53 full-time employees. It also reflects the 3% salary adjustment for all employees and anticipated step increases, as well as the part-time dispatchers.

Employer 457(b) Contribution – \$242,492

This category includes a 4% employer contribution of base salary for full-time employees after 12 months of continued employment. This is an increase of 2% over previous years.

Longevity & Higher Class – \$53,211

This category includes employees with one year or more of service who will be paid \$4 per month per year of service. The maximum annual earnings are reached after 25 years of service and equals \$1,200 annually. Higher class is paid to an employee working a higher position than their regular current job class. This rate of pay is the difference between the higher-grade hourly rate and the employee's regular hourly rate.

Overtime (regular, CPR, training) – \$372,000

The requested overtime cost takes into consideration the historical costs of operating the department. The category is broken down into sub-categories for different areas of overtime incurred by the department. There has been concern in the past as to whether the overtime budget allowed sufficient authority for the department to call in additional staff for extraordinary events, such as fires, floods, hurricanes, and the like. It should be noted that the cost of doubling department manpower by calling in an extra shift costs approximately \$25K each day. This budget allows approximately \$50K in overtime for unknown but anticipated events during the year.

Professional Certification – \$21,402

The cost of certification pay for qualified personnel. Intermediate Structure Firefighter certification pay is \$810 annually. Advanced Structure Firefighter certification pay is \$1,260 annually. Master Structure Firefighter certification pay is \$1,929 annually.

FICA Tax (ER) – \$540,112

The 7.65% employer tax on the combination of base salary, employer 457(b) contribution, longevity, higher class, overtime and professional certification.

Benefit: \$1,762,089

Retirement (TMRS) Contribution – \$419,937

The Village Fire Department provides a 2:1 ratio with the 2025 employee contribution rate of 7% and the employer contribution rate of 6.22%. TMRS will provide the department's 2026 employer rate in June.

Health Insurance & Life/LTD – \$1,188,590

Medical/Dental/Vision/BAC Insurance estimate: \$1,163,050 2026 employer contribution. A 10% increase from 2025 Adopted for all eligible full-time employees. The Department provides employee term life, AD&D, and long-term disability coverage to its employees; \$25,540 is a 1% increase from the 2025 Adopted.

Workers Compensation – \$107,562

The employer's contribution rates for workers compensation (WC) are based on the rates with Deep East Texas Self Insurance Fund (DETSIF) – Higginbotham. DETSIF – Higginbotham provides the Department with a proposal after a workers compensation audit is performed annually. The Department receives bids for WC annually. Increased 15% from 2025.

General Fund – Operating (“red trucks and saving lives”) \$336,434

This category includes “red trucks and saving lives.” In this category, there is a 2% decrease due to reduced uniform replacement and internet efficiencies.

Dispatch – \$12,950

This category covers the needs of Dispatch. In this category, there is a 15% increase from the 2025 Budget due to the increased annual maintenance cost for the dispatch alerting system.

Fire Prevention – Fire Marshal Office – \$5,000

This category covers the needs of the Fire Marshal's office. In this category, there is an 11% reduction from the 2025 budget due to costs moving elsewhere.

Fire Station – \$255,310

This category covers the needs of the Fire Station. In this category, there is a 19% increase from the 2025 Budget due to increased costs in the maintenance of the station and supplies.

Office – \$98,200

This category covers expenses for items pertaining to administration. In this category, there is a 71% increase from the 2025 Budget based on prior year's actuals and significant investments in efficiencies with new software. This should help to stem the rising costs of accounting services and professional services seen over the last two years.

Professional Services – \$172,622

This category covers expenses for all outsourced services. There is a 5% increase from the 2025 Budget. Enhancements include accounting services, IT improvements, and health insurance consulting service increase.

Training – \$93,469

This category has an increase of 2% over 2025 Budget.

Maintenance – \$339,400

This category provides funding for expected maintenance. In this category, there is a 25% increase from the 2025 Budget. The increase is due to expected vehicle, bunker gear, and fuel system maintenance and prior year actuals.

Events/Other – \$44,600

This category covers various event expenses and provides a small contingency for unknown costs. In this category, there is a 10% increase from the 2025 Budget. The increase is due largely to CPR supplies and cards which are largely reimbursed through the fees of the CPR program.

Capital Replacement Fund – \$2,256,000

The Capital Replacement Strategic Plan was developed to provide an instrument to aid the recommended replacement timeline for apparatus and equipment. Our vehicle maintenance officer reviews the cost of the vehicle, its age, miles, and time it has on the engine. Industry standards and practices are used to determine the replacement of apparatus and equipment.

The Commission has evaluated the current needs of the long-term plan. The vehicle costs for 2026 were updated with recommendations from VFD's insurance carrier and vehicle manufacturers. The Commission believes that while **there is no need for a CRF assessment in 2026**, each subsequent year needs to be evaluated to ensure the health of the fund. Upon the conclusion of the analysis, the Commission will make appropriate recommendations for future-year contributions to ensure the long-term health of this fund.

The following additional documents are attached to this 2026 Proposed Budget Highlights Memo:

- **2026 Proposed Budget Chair Letter**
- **2026 Proposed Budget**
- **Capital Replacement Fund Schedule Spreadsheet**

Village Fire Department



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

Protecting and Serving the Cities of:

BUNKER HILL VILLAGE
HEDWIG VILLAGE
HILSHIRE VILLAGE
HUNTERS CREEK VILLAGE
PINEY POINT VILLAGE
SPRING VALLEY VILLAGE

May 31, 2025

Dear Mayors:

In accordance with the terms of the Interlocal Agreement, the Village Fire Commission has unanimously approved and is forwarding for the consideration and approval of each City the following documents:

- **2024 Unaudited surplus in the amount of \$525,408.** This Fire Commission is requesting a 2024 surplus in the amount of \$236,000 from these funds be placed in the Capital Replacement Fund (CRF).
- **EMS Revenue to the end of 2026.** The Fire Commission is requesting the 2026 EMS Revenue to be placed in the Capital Replacement Fund. This matter will be reevaluated each year to determine the allocation of EMS funds.
- **Proposed 2026 Budget.** The budget is explained in some detail in the attached documents. Please note the budget has been presented in terms of major categories and subcategories to simplify ease of presentation. The itemized budget “worksheet” containing line-by-line estimates for different costs such as TMRS, health insurance, etc. under benefits is still available to the Cities for review. To briefly summarize, the budget represents an assessment increase of 5% from the 2025 Budget. The overall 7% increase over 2025 Budget contains the EMS revenue contribution being allocated to CRF. It provides a 3% across the board salary increase for personnel and anticipated step increases, as well as an increase in the contribution to the employee 457(b) plan from 2% to 4% of base pay. The Cities’ contribution toward the CRF has been eliminated for Budget Year 2026. The Fire Commission will continue to assess the unprecedented increase in the cost of fire apparatus, properly evaluating the expected life of current apparatus and recommending the proper investment vehicles for the sums in the fund. Future-year contributions to this fund may need to be adjusted to ensure the long-term solvency of the fund.

Throughout this process, it has been our goal to provide the Cities with a realistic, transparent, and achievable budget. The Fire Commission continues to evaluate and reassess throughout the year to ensure the budget meets the needs of the Fire Department and provides the best service to the residents of the Memorial Villages.

We ask that you place the three items above on your Council’s agenda for consideration within the time and manner specified in the Interlocal Agreement and then advise the Department of your Council’s action in writing.

Respectfully submitted,

Dan Ramey, Chair

Village Fire Department Board of Commissioners

Attachments

CC: Village Fire Department Commissioners and Alternates

City Administrators/City Secretaries

**Village Fire Department
2026 Proposed Budget**

CAPITAL EXPENDITURES:

Capital Expenditures TOTAL

\$176,210.00

PERSONNEL EXPENDITURES:

Payroll 7,291,517

Benefit 1,762,089

Personnel Expenditures TOTAL

\$9,053,606.33

OPERATIONAL EXPENDITURES

Red Trucks & Saving Lives 336,434

Dispatch 12,950

Fire Prevention - Fire Marshal's Office 5,000

Fire Station 255,310

Office 98,200

Professional Services 172,622

Training 93,469

Maintenance 339,400

Events & Other 44,600

Operating Expenditures TOTAL

\$1,357,984.25

Subtotal

\$10,587,801

CAPITAL REPLACEMENT ASSESSMENT

0

\$0

TOTAL BUDGET TO BE ASSESSED

\$10,587,800.58

EMS Revenue Contribution

375,000

Total Budget for Village Fire Department

\$10,962,800.58

Capital Replacement Fund Schedule

Vehicles	Life (years)	2025	2026	2027	2028	2029
2026 Aerial	15		2,121,000			
2020 Pumper 1	20					
2008 Pumper 2	20			1,600,000		
2014 Deputy Chief's Vehicle	10	150,000				
2019 Fire Chief's Vehicle	10					90,000
2020 Utility Vehicle	10					
2023 Medic 1	10					
2023 Medic 2	10					
2014 Medic 3	10				300,000	
2017 Fire Marshal's Vehicle	10			90,000		
Interest Earnings Used for Lease			135,000			
Total to be spent for Vehicles		150,000	2,256,000	1,690,000	300,000	90,000

SCBA Equipment		2025	2026	2027	2028	2029
SCBA Equipment	10	225,000				
Total to be spent for SCBA Equipment		225,000	0	0	0	0

Balance	2025	2026	2027	2028	2029
Beginning Cash -AP	1,237,493	3,130,493	1,393,493	282,493	511,493
Planned Budgeted Annual Contribution	0	0	0	0	0
Additional Contributions	0	0	0	0	0
EMS Revenue	250,000	375,000	350,000	350,000	350,000
Interest Income	18,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in	2,000,000	0	85,000	35,000	5,000
Disbursements	-375,000	-2,256,000	-1,690,000	-300,000	-90,000
Ending Cash	3,130,493	1,393,493	282,493	511,493	920,493

Capital Replacement Fund Schedule

Vehicles	2030	2031	2032	2033	2034	2035
2026 Aerial						
2020 Pumper 1						2,000,000
2008 Pumper 2						
2014 Deputy Chief's Vehicle						150,000
2019 Fire Chief's Vehicle						
2020 Utility Vehicle						
2023 Medic 1				350,000		
2023 Medic 2				350,000		
2014 Medic 3						
2017 Fire Marshal's Vehicle						
Interest Earnings Used for Lease						
Total to be spent for Vehicles	0	0	0	700,000	0	2,150,000

SCBA Equipment	2030	2031	2032	2033	2034	2035
SCBA Equipment						226,000
Total to be spent for SCBA Equipment	0	0	0	0	0	226,000

Balance	2030	2031	2032	2033	2034	2035
Beginning Cash -AP	920,493	1,414,493	1,908,493	2,402,493	2,196,493	2,690,493
Planned Budgeted Annual Contribution	0	0	0	0	0	0
Additional Contributions	0	0	0	0	0	0
EMS Revenue	350,000	350,000	350,000	350,000	350,000	350,000
Interest Income	144,000	144,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in	0	0	0	0	0	0
Disbursements	0	0	0	-700,000	0	-2,150,000
Ending Cash	1,414,493	1,908,493	2,402,493	2,196,493	2,690,493	1,034,493

Capital Replacement Fund Schedule

Vehicles	2036	2037	2038	2039
2026 Aerial				
2020 Pumper 1				
2008 Pumper 2				
2014 Deputy Chief's Vehicle				
2019 Fire Chief's Vehicle				90,000
2020 Utility Vehicle				
2023 Medic 1				
2023 Medic 2				
2014 Medic 3			400,000	
2017 Fire Marshal's Vehicle		90,000		
Interest Earnings Used for Lease				
Total to be spent for Vehicles	0	90,000	400,000	90,000

SCBA Equipment	2036	2037	2038	2039
SCBA Equipment				
Total to be spent for SCBA Equipment	0	0	0	0

Balance	2036	2037	2038	2039
Beginning Cash -AP	1,034,493	1,528,494	1,932,494	2,026,494
Planned Budgeted Annual Contribution	0	0	0	0
Additional Contributions	0	0	0	0
EMS Revenue	350,000	350,000	350,000	350,000
Interest Income	144,000	144,000	144,000	144,000
Revenue from sale or trade-in	1	0	0	0
Disbursements	0	-90,000	-400,000	-90,000
Ending Cash	1,528,494	1,932,494	2,026,494	2,430,494

Capital Replacement Fund Schedule

Vehicles	2040	2041	2042	2043	2044	2045
2026 Aerial		4,400,000				
2020 Pumper 1						
2008 Pumper 2			2,000,000			
2014 Deputy Chief's Vehicle						150,000
2019 Fire Chief's Vehicle						
2020 Utility Vehicle						
2023 Medic 1				450,000		
2023 Medic 2				450,000		
2014 Medic 3						
2017 Fire Marshal's Vehicle						
Interest Earnings Used for Lease						
Total to be spent for Vehicles	0	4,400,000	2,000,000	900,000	0	150,000

SCBA Equipment	2040	2041	2042	2043	2044	2045
SCBA Equipment						226,000
Total to be spent for SCBA Equipment	0	0	0	0	0	226,000

Balance	2040	2041	2042	2043	2044	2045
Beginning Cash -AP	2,430,494	2,924,494	-981,506	-2,487,506	-2,893,506	-2,399,506
Planned Budgeted Annual Contribution	0	0	0	0	0	0
Additional Contributions	0	0	0	0	0	0
EMS Revenue	350,000	350,000	350,000	350,000	350,000	350,000
Interest Income	144,000	144,000	144,000	144,000	144,000	144,000
Revenue from sale or trade-in	0	0	0	0	0	0
Disbursements	0	-4,400,000	-2,000,000	-900,000	0	-150,000
Ending Cash	2,924,494	-981,506	-2,487,506	-2,893,506	-2,399,506	-2,055,506

Capital Replacement Fund Schedule

Vehicles	2046	2047	2048
2026 Aerial			
2020 Pumper 1			
2008 Pumper 2			
2014 Deputy Chief's Vehicle			
2019 Fire Chief's Vehicle			
2020 Utility Vehicle			
2023 Medic 1			
2023 Medic 2			
2014 Medic 3			
2017 Fire Marshal's Vehicle		90,000	
Interest Earnings Used for Lease			
Total to be spent for Vehicles	0	90,000	0

SCBA Equipment	2046	2047	2048
SCBA Equipment			
Total to be spent for SCBA Equipment	0	0	0

Balance	2046	2047	2048
Beginning Cash -AP	-2,055,506	-1,561,506	-1,157,506
Planned Budgeted Annual Contribution	0	0	0
Additional Contributions	0	0	0
EMS Revenue	350,000	350,000	350,000
Interest Income	144,000	144,000	144,000
Revenue from sale or trade-in	0	0	0
Disbursements	0	-90,000	0
Ending Cash	-1,561,506	-1,157,506	-663,506

2026 Assessments

	Total City Assessment		Jan Payment	Feb-Nov	Dec Payment
Bunker Hill	19%	\$2,011,682	\$251,460	\$167,640	\$83,820
Hedwig Village	18.50%	\$1,958,743	\$244,843	\$163,229	\$81,614
Hilshire Village	3%	\$317,634	\$39,704	\$26,470	\$13,235
Hunters Creek Village	22.25%	\$2,355,786	\$294,473	\$196,315	\$98,158
Piney Point Village	21%	\$2,223,438	\$277,930	\$185,287	\$92,643
Spring Valley Village	16.25%	\$1,720,518	\$215,065	\$143,376	\$71,688
	100%	\$10,587,801	\$1,323,475	\$882,317	\$441,158



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: Harrison Nicholson, City Treasurer
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION**
CONCERNING: A Resolution of the City of Spring Valley Village, Approving and Adopting and Investment Policy for the City of Spring Valley Village and a List of Qualified Brokers/Dealers that are Authorized to Engage in Investment Transactions with the City; Providing for the Incorporation of Preamble; and Providing an Effective Date.

BACKGROUND: The City’s investments are governed by the Public Funds Investments Act (PFIA) under Chapter 2256 of the Local Government Code. The PFIA requires the City Council to review and approve the City’s Investment Policy annually.

The Texas Legislature did not have amendments to Chapter 2256 of the Government Code during the year 2025. Therefore, this Resolution readopts the City’s current Investment Policy.

ATTACHMENTS: Resolution - adopting 2025 Investment Policy, Resolution Exhibit A Investment Policy 2025

FUNDING:

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

RECOMMENDATION: Staff recommends approval of the Resolution.

RESOLUTION NUMBER 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING AND ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SPRING VALLEY VILLAGE AND A LIST OF QUALIFIED BROKERS/DEALERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH THE CITY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the City Council to review and re-adopt an Investment Policy and Qualified Broker/Dealer List by rule, order, ordinance or resolution; and

WHEREAS, the City Council must approve any amendments to such Investment Policy; and

WHEREAS, the proposed Investment Policy, a copy of which is attached hereto as Exhibit “A,” complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments; and

WHEREAS, the City Council hereby finds that the proposed Investment Policy should be approved.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Investment Policy attached hereto as Exhibit “A” is hereby adopted as the Investment Policy of the City of Spring Valley Village.

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

DULY PASSED AND APPROVED on this the ___ day of August, 2025.

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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

**Investment Policy
Spring Valley Village**



EST. 1955

SPRING VALLEY
V I L L A G E

August 26, 2025

Spring Valley Village Investment Policy

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I. Policy

It is the policy of the City of Spring Valley Village (the “City”) to administer and invest its funds in a manner that will preserve the principal, maintain the liquidity, and optimize interest earnings while meeting the daily cash flow requirements of the City. The City will conform to all federal, state and local statutes, rules and regulations governing the investment of the City’s funds. This Policy sets forth the investment program of the City and the guideline to be followed in achieving its objects.

Not less than annually, City Council shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to the Investment Policy or investment strategies.

II. Purpose

The purpose of this policy is to comply with Chapter 2256 of the Texas Government Code (“Public Funds Investment Act”), which requires each entity to adopt a written investment policy regarding the investment of its funds and any funds under its control. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

III. Scope

This investment policy applies to all funds and investments of the City. These funds are accounted for in the City's **Annual Comprehensive Financial Report (ACFR)** and include all funds managed by the City, including but not limited to tax revenues, charges for services, bond proceeds, interest income, loans and funds received by the City where the City performs a custodial function. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs or other retirement programs. The funds included are: General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Proprietary Funds, all other funds, and new funds created by the City unless specifically exempted by the City Council and this policy.

The City will consolidate cash balances from all funds to maximize investment earnings, (except as otherwise required by covenants in bond ordinances, credit agreements as defined in V.T.C.A., Government Code § 1371.001 or other applicable regulations). Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of the City's investment activities shall be safety, liquidity, and yield:

- A. **Safety** – Safety of the principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
- i. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
- Limiting investments to the types listed in Section VII (“Suitable and Authorized Investments”) of this Policy,
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance to Section VI.A (“Authorized Financial Dealers and Institutions”), and;
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- ii. **Interest Rate Risk** – The City will manage the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,
 - Investing operating funds primarily in shorter-term securities, money market funds that seek a stable \$1.00 price per share or stable \$1.00 net asset value (NAV) to avoid potential liquidity fees or redemption gates, or similar investment pools, limiting the weighted average maturity of the portfolio in accordance with Section IX (“Investment Strategies”) and;
 - Diversify maturities and stagger purchase dates to minimize the impact of market movements over time in accordance with Section VIII (“Investment Parameters”).
- B. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in mutual money market funds that seek a stable \$1.00 NAV or local government investment pools that offer same-day liquidity for short-term

funds. Additionally, securities held in the portfolio will have active secondary or resale markets.

- C. **Public Trust** – All participants in the City’s investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall at all times be cognizant of the standard of care and investment objectives and shall avoid any transaction that might impair public confidence in the City’s ability to govern effectively.
- D. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the portfolio. Return on investment is least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Given this strategy, the basis used to determine whether reasonable yields are being achieved shall be the average yield of the current three-month U.S. Treasury Bill or such other index that most closely matches the average maturity of the portfolio.
- E. **Investments held to Maturity** - Securities shall not be sold prior to maturity with the following exceptions:
 - 1) A security with declining credit may be sold early to minimize loss of principal based on periodic review of a security’s credit rating.
 - 2) Liquidity needs of the portfolio require that the security be sold.

City Administrator must approve any sale of a security sold prior to maturity, and City Council will be informed promptly in the event that a security is sold prior to maturity.

V. Standards of Care

- A. **Prudence** - The standard of prudence to be used by investing officers or designated investing officials shall be the "**prudent person**" rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The determination of whether an investing official has exercised prudence with respect to an investment decision shall be applied in the context of managing an overall portfolio rather than a consideration as to the prudence of a single investment.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and

appropriate action is taken to control unfavorable developments.

- B. **Ethics and Conflicts of Interest** – Investment Officer(s) and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Investment Officer(s) and Investment Official(s) shall disclose to the City Council with said disclosure held on file within the Finance Department any conflicts of interests or personal business relationships with financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. (See Exhibit B.)

Furthermore, an investment official who has a personal business relationship with a business offering to engage in an investment transaction with City; or an investment official who is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

- C. **Delegation of Authority** - Authority to manage the City's investment program is granted to the Finance Director, hereinafter referred to as Investment Officer. In the event the position of Finance Director becomes vacant, the City Administrator shall serve as the Investment Officer during such vacancy. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this investment policy. This policy includes explicit delegation of authority to persons responsible for investment transactions. (See Exhibit A) No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate activities of subordinate Investment Officials (City Administrator and Assistant Finance Director).
- D. **Training** - Investment Officer(s) and persons authorized to execute investment transactions must complete at least 10 hours of investment training within 12 months of taking office or assuming duties, and shall attend an investment training session not less than once in a two year period and receive not less than 8 hours of training after the initial 10 hours of instruction relating to investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act. The City shall provide the training through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's investment personnel making investment decisions in compliance

with Public Funds Investment Act (PFIA). Professional organizations and associations that may provide investment training included the Government Treasurer's Organization of Texas, the University of North Texas, the Government Finance Officers Association of Texas, or the Texas Municipal League.

- E. **Internal Controls** - The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that public funds of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (a) the cost of a control should not exceed the benefits likely to be derived and (b) the valuation of costs and benefits requires estimates and judgments by management. Therefore, the Finance Director shall establish a process for annual independent review by an external auditor during the annual audit to ensure compliance with policies and procedures.

VI. Safekeeping and Custody

- A. **Authorized Broker/Dealers and Financial Institutions** –The Investment Officer or Investment Official(s) will maintain a list of financial institutions and security broker/dealers authorized to provide investment services (Exhibit C) to the City. This list shall be reviewed, revised as necessary and adopted at least annually. Investment Officers or Investment Official(s) shall not conduct business with any firm not approved by City Council. No public deposit shall be made except in a qualified public depository as established by state laws.

Any person or business entity wishing to be listed as authorized to provide investment services will be required to provide a certification stating the firm has received, read and understood the Entity's investment policy and agree to comply with the policy (Exhibit D). Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the Entity's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Entity's policy. No security, even if otherwise authorized by this policy, may be acquired from an investment provider who has not complied with this requirement.

Should an approved institution merge with or be acquired by another while on the City's approved list, the new institution must agree to meet the same collateralization and certification requirements or will be removed from the approved list.

No securities may be acquired from entities not qualified under this section.

- B. **Competitive Purchasing** – The City’s policy requires that at least three competitive bids or offers must be solicited for all individual security purchases and sales except for a) transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates) b) treasury and agency securities purchased at issuance through an approved broker/dealer or financial institution; and c) fully insured certificates of deposit placed in accordance with the conditions prescribed in Section 2256.010(b) of the Act. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

Competitive bids or offers must be accepted in writing, or electronically.

- C. **Delivery vs. Payment** – All trades with the exception of investment pools and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities and collateral will be held in the City’s name by a third-party custodian as evidenced by safekeeping receipts of the institution with which the securities are deposited.

VII. Suitable and Authorized Investments

- A. **Eligible Investments** – Funds of the City may be invested in the following instruments described below. All of these investments are authorized by the Public Funds Investment Act. Only those instruments listed in this section are authorized.
1. Direct Obligations of the United States of America, its agencies and instrumentalities, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its respective agencies and instrumentalities.
 2. Direct Obligations of the State of Texas or its agencies or instrumentalities.
 3. Other Obligations of the United States of America or the State of Texas, its agencies and instrumentalities that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States or the State of Texas.
 4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent.
 5. Certificates of Deposit issued by a depository institution that has its main office or a branch in Texas. The certificate of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or

the National Credit Union Share Insurance Fund or its successor and secured by obligations in a manner and amount as provided by law. In addition, certificates of deposit obtained through a depository institution which are fully collateralized under a pledge agreement approved by the City are authorized investments.

6. No-load Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) seek to maintain a net asset value of \$1.00 per share and 4) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
7. Local Government Investment Pools, authorized by a separate resolution, which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act and are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
8. Interest bearing checking accounts that are fully collateralized at 102% of the ledger balance.
9. Commercial paper, authorized by Section 2256.013 of the Act, that has a stated maturity of 270 days or fewer from the date of its issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency if it is fully secured by an irrevocable letter or credit issued by a bank organized and existing under the laws of the United States or any state.

The following investments are strictly prohibited in accordance with Section 2256.009(b) of the Act:

1. Obligations whose payment represents the coupon payments on the outstanding balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of great than 10 (ten) years.
4. Collateralized mortgage obligations where the interest of which is determined by an index that adjusts opposite to the changes in market index.

- B. **Collateralization** – Collateralization will be required on all funds on deposit with a depository bank, other than investments in accordance with the requirements of this Policy and Chapter 2257, Governmental Code (“Public Funds Collateral Act”) and Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA). In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be one hundred two percent (102%) of market value of principal and accrued interest on the deposits, less an amount insured by the FDIC.

Securities pledged as collateral will be held in the City’s name by an independent third party with whom the City has a current custodial agreement. The Finance Director is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relation to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least quarterly to assure that the market value of the pledged securities is adequate.

Eligible collateral includes **a)** direct obligations of the United States or other obligations of the United States or other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States, **b)** direct debt obligations of an agency or instrumentality of the United States, **c)** direct debt obligations of states, agencies, counties, cities, and other political subdivisions of any state rate as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent. The City’s Investment Officer or Investment Official(s) reserve(s) the right to accept or reject any form of collateral or enhancement at their sole discretion.

- C. **Existing Investments** – Any investment currently held that does not meet the guidelines of this policy, but were authorized investments at the time of purchase, is not required to be liquidated; however, the City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not or no longer qualifies as an authorized investment.

VIII. Investment Parameters

- A. **Diversification** – The investments shall be diversified by security type and institution. With the exception of U.S. Treasury securities, Government-sponsored enterprises (GSE’s), interest-bearing checking accounts that are fully collateralized, and authorized local government pools, the City will diversify the entire portfolio to comply with the investment strategy; however, in no case shall any single investment transaction be more than five percent (5%) of the entire portfolio.

- B. **Maximum Maturities** – To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

IX. Investment Strategies

The City maintains separate portfolios for individual funds or groups of funds that are managed according to the terms of this Policy and the corresponding investment strategies listed in Exhibit E. The investment strategy for portfolios established after the annual Investment Policy review and adoption will be managed in accordance with the terms of this Policy and applicable agreements until the next annual review when a specific strategy will be adopted.

The City maintains a pooled fund group that is an aggregation of the majority of City funds including tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not all, bond proceeds, and grants. This portfolio is maintained to meet anticipated daily cash needs for City operations, capital projects and debt service.

The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through diversification; and attain the best feasible yield in accordance with the objectives and restrictions set for in this Policy.

X. Reporting

- A. **Methods** – The Investment Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner consistent with the requirements of Section 2256.023 (Internal Management Reports) of the PFIA, and that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the City Council.
- B. **Annual Audit** - The City’s external independent auditor shall formally review the quarterly reports, compliance with this policy, and internal management controls over investments in conjunction with the annual financial audit. The results of the review will be reported to the City Council.
- C. **Performance Standards** – The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The Investment Officer

shall determine whether market yields are being achieved by comparing the portfolio market yield to the three (3) month U.S. Treasury Bill, the six (6) month U.S. Treasury Bill and the two (2) year U.S. Treasury Note.

- D. **Marking to Market** – The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least quarterly. The market value of each investment shall be obtained from an independent source such as the Wall Street Journal, a reputable brokerage firm or security pricing service and reported on the investment reports.

XI. Record Retention

Records related to the City's investment activities will be maintained for seven years as recommended by the *Texas State Library Municipal Records Manual*. The Finance Director, in conjunction with the City Secretary is responsible for filing and storing records of investment activity.

EXHIBIT A

**City of Spring Valley Village, Texas
Authorized Investment Officer and Investment Officials**

Finance Director – Investment Officer

City Administrator – Investment Official

Assistant Finance Director – Investment Official

EXHIBIT B

**City of Spring Valley Village, Texas
Statement of Ethics and Conflicts of Interest**

Investment officials for the City of Spring Valley Village shall refrain from personal business relationships with business organizations that could conflict with the proper execution of the investment program, or which could impair their ability to make partial investment decisions. This would only apply to personal business relationships with business organizations that have been approved by the Mayor and City Council to conduct investment transactions with the City.

An investment official is considered to have a personal business relationship with a business organization if:

- (1) The investment official owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business.
- (2) Funds received by the investment official from the business organization exceed 10 percent of the investment official's gross income for the previous year.
- (3) The investment official has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment official.

I do hereby certify that I do not have a personal business relationship with a business organization approved to conduct investment transactions with the City of Spring Valley Village, nor am I related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City of Spring Valley Village as of the date of this statement.

I do hereby certify that I do have a personal business relationship with a business organization approved to conduct investment transactions with the City of Spring Valley Village, and/or I am related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment to the City of Spring Valley Village as of the date of this statement, and willfully remove myself from any activities or areas of professional conduct that would cause a perception of ethical conflict and acknowledge that I am required to disclose said relation to the City Council and Texas Ethics Commission.

City of Spring Valley Village
Investment Officer/Official(s)



Finance Director/Officer

8/26/2025

Date



City Administrator/Official

8/26/2025

Date



Assistant Finance Director/Official

8/26/2025

Date

EXHIBIT C

City of Spring Valley Village, Texas Approved Broker/Dealers, Financial Institutions and Investment Pools

Broker/Dealers/CDs

FHN Financial
Multi-Bank Securities, Inc.
Hilltop Securities
Wells Fargo Securities, LLC

Public Depositories

Wells Fargo Bank, N.A.

Investment Pools

TexPool
Texas CLASS

EXHIBIT D

**City of Spring Valley Village, Texas
Certification by Broker/Dealers and Financial Institutions
*(date)***

City of Spring Valley Village, Texas
(Attn: Designated Investment Official)
1025 Campbell Road
Houston, TX 77055
Dear Mr/s. (Investment Official):

This certification is executed on behalf of the City of Spring Valley Village, Texas (the Investor) and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and Business Organization.

The undersigned Registered Principal of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Registered Principal of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Local Government Code) and;
2. The Registered Principal of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and;
3. The Registered Principal of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the investor's entire portfolio or requires and interpretation of the subjective investment standards.

Registered Principal

Broker Assigned to the Account

Signed By: _____

Printed Name _____

Title _____

Date _____

EXHIBIT E

INVESTMENT STRATEGY

The City of Spring Valley Village's investment portfolio will be designed and managed to ensure that it will meet all the requirements established by the City's investment policy and the Public Funds Investment Act. The overall investment strategy outlined in the investment policy has been further refined in this investment strategy statement by the following fund types.

Operating Funds:

Operating Funds generally have greater cash flow needs than other fund types. The operating fund portfolio may consist of any approved investment type with the understanding that the financial requirements of the operating funds will dictate the maturity dates of the investment. At utmost importance is the preservation and safety of the investment principal.

Additionally, each investment will be viewed for its liquidity and marketability of the investment if the need arises to liquidate the investment before maturity. The final determining factors for the investment strategy will be the diversification of the investment portfolio and the yield of the investment.

To achieve short-term needs of one (1) to one hundred and eighty (180) days, funds will be invested in approved investment pools. For longer-term needs of six (6) months to five (5) years, funds will be invested in approved investments with objectives prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Spring Valley Village;
- 2) preservation and safety of principal;
- 3) liquidity;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) yield.

INVESTMENT STRATEGY (Continued)

Debt Service Funds:

The debt service requirements are semi-annual, thus allowing the investment strategy to mirror debt obligation payment dates. The strategy for debt service funds allows greater flexibility since the actual requirements are known into the future. Investments will still meet the adopted policies; however, planning maturity dates to match debt requirement dates will be the primary objective.

The investment instruments will be primarily in approved investment types with maturities at six or twelve months established to match debt requirement dates. Shorter-term investment may be used to meet these objectives and longer-term investments may be used when fund balance reserves exceed one year's debt service requirements.

To achieve this strategy the following objectives are prioritized to evaluate investment opportunities:

- 1) understanding the suitability of the investment to the financial requirements of the City of Spring Valley Village;
- 2) preservation and safety of principal;
- 3) yield;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) liquidity.

INVESTMENT STRATEGY (Continued)

Capital Improvement Funds:

Bond proceeds can be invested over the life of the project; however, the exact disbursement of the funds is not always known. The investment objective of the capital improvement funds is to schedule maturities to maximize investment earnings while preserving principle. The key to an effective strategy is to be aware of the project needs and match maturities to the period funds are needed.

The investment objective for capital projects funds is still to match investment maturities with funding needs. As short-term needs are recognized investment maturities will be moved into approved investment pools to meet financial requirements. Longer-term needs will be invested with the following objectives as prioritized for capital improvement funds:

- 1) understanding the suitability of the investment to the financial requirements of the City of Spring Valley Village;
- 2) preservation and safety of principal;
- 3) diversification of the investment portfolio;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.

INVESTMENT STRATEGY (Continued)

Reserve Funds:

Certain reserve funds have been established as required by bond covenants. The investment objective is to invest reserve funds to the extent that maturities are established to the limit of the investment policy or to the end of the bond requirements whichever is shorter.

The overall investment strategy for reserve funds will not rely on investment pools; however, the use of pools is not prohibited. Longer-term investment objectives are prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Spring Valley Village;
- 2) diversification of the investment portfolio;
- 3) preservation and safety of principal;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.

Investment Pool:

The City's Investment Pool is an aggregation of the majority of City funds, which includes tax receipts, enterprise fund revenues, fine and fee revenues, and grants. This portfolio is maintained to meet anticipated daily cash needs for the City operations, capital projects and debt service.

- 1) understanding the suitability of the investment to the financial requirements of the City of Spring Valley Village.
- 2) diversification of the investment portfolio;
- 3) preservation and safety of principal;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.

GLOSSARY

ACCRETION OF DISCOUNT: Periodic straight-line increases in the book or carrying value of a security so the amount of the purchase price discount below face value is completely eliminated by the time the bond matures or by the call date, if applicable.

ACCRUED INTEREST: The interest accumulated on a security from its issue date or since the last payment of interest up to but not including the purchase date. The purchaser of the security pays to the seller the market price plus accrued interest.

AMORTIZATION OF PREMIUM: Periodic straight-line decreases in the book or carrying value of a security so the premium paid for a bond above its face value or call price is completely eliminated.

ASK: The price at which securities are offered by sellers.

BARBELL MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are concentrated in both the short and long ends of the maturity spectrum.

BASIS POINT: One one-hundredth (1/100) of one percent; 0.0001 in decimal form.

BENCHMARK: A comparative base for performance evaluation. A benchmark can be a broad-based bond index, a customized bond index, or a specific objective.

BID: The price offered for securities by purchasers. (When selling securities, one asks for a bid.)

BOND EQUIVALENT YIELD: Used to compare yields available from discounted securities that pay interest at maturity with yields available from securities that pay interest semi-annually.

BOOK ENTRY SECURITIES: Stocks, bonds, other securities, and some certificates of deposit that are purchased, sold, and held as electronic computer entries on the records of a central holder. These securities are not available for purchase in physical form; buyers get a receipt or confirmation as evidence of ownership.

BOOK VALUE: The original cost of the security as adjusted for amortization of any premium paid or accretion of discount since the date of purchase.

BROKER: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions. They are not the same as dealers; however, the same firms that act as brokers in some transactions may act as dealers in other transactions.

CALLABLE BOND: A bond that the issuer has the right to redeem prior to maturity at a specified price. Some callable bonds may be redeemed on one call date while others may have multiple call dates. Some callable bonds may be redeemed at par while others can be redeemed only at a premium. Some callable bonds are step-up bonds that pay an initial coupon rate for the first period, and then the coupon rate increases for the following periods if the bonds are not called by the issuer.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination (over \$100,000) CDs are typically negotiable.

CODE: The Internal Revenue Code of 1986, as amended.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): A type of mortgage-backed security created by dividing the rights to receive the principal and interest cash flows from an underlying pool of mortgages in separate classes or tiers.

COMMERCIAL PAPER: Short-term unsecured promissory notes issued by corporations for a maturity specified by the buyer. It is used primarily by corporations for short-term financing needs at a rate which is generally lower than the prime rate.

CONFIRMATION: The document used to state in writing the terms of the trade which had previously been agreed to verbally.

COUPON RATE: The stated annual rate of interest payable on a coupon bond expressed as a percentage of the bond's face value.

CREDIT RISK: The risk that (1) the issuer is downgraded to a lower quality category and/or (2) the issuer fails to make timely payments of interest or principal.

CUSIP NUMBER: A nine-digit number established by the Committee on Uniform Securities Identification Procedures that is used to identify publicly traded securities. Each publicly traded security receives a unique CUSIP number when the security is issued.

CUSTODY: The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

DEALER: A firm which buys and sells for its own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party.

They are compensated by the spread between the price they pay and the price they receive. Dealers are not the same as brokers; however, the same firms which act as dealers in some transactions may act as brokers in other transactions.

DELIVERY VERSUS PAYMENT (DVP): The safest method of settling a trade involving a book entry security. In a DVP settlement, the funds are wired from the buyer's account and the security is delivered from the seller's account in simultaneous, interdependent wires.

DEPOSITORY TRUST COMPANY (DTC): An organization that holds physical certificates for stocks and bonds and issues receipts to owners. Securities held by DTC are immobilized so that they can be traded on a book entry basis.

DERIVATIVE: A security that derives its value from an underlying asset, group of assets, reference rate, or an index value. Some derivatives can be highly volatile and result in a loss of principal in changing interest rate environments.

DISCOUNT: The amount by which the price paid for a security is less than its face value.

DISCOUNT SECURITIES: Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full-face value paid at maturity.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

DURATION: A sophisticated measure of the weighted average maturity of a bond's cash flow stream, where the present values of the cash flows serve as the weights.

ECONOMIC CYCLE (BUSINESS CYCLE): As the economy moves through the business cycle, interest rates tend to follow the levels of production, output, and consumption - rising as the economy expands and moves out of recession and declining after the economy peaks, contracts, and heads once again into recession.

EFFECTIVE MATURITY: The average maturity of a bond, given the potential for early call. For a non-callable bond, the final maturity date serves as the effective maturity. For a callable bond, the effective maturity is bounded by the first call date and the final maturity date; the position within this continuum is a function of the call price, the current market price, and the reinvestment rate assumed.

FACE VALUE: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

FAIL: The event of a securities purchase or sale transaction not settling as intended by the parties.

FAIR VALUE: The amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FEDERAL FARM CREDIT BANKS (FFCB): A government-sponsored corporation that was created in 1916 and is a nationwide system of banks and associations providing mortgage loans, credit, and related services to farmers, rural homeowners, and agricultural and rural cooperatives. The banks and associations are cooperatively owned, directly or indirectly, by their respective borrowers. The Federal Farm Credit System is supervised by the Farm Credit Administration, an independent agency of the U.S. government. (See Government Sponsored Enterprise)

FEDERAL FUNDS: Monies within the Federal Reserve System representing a member bank's surplus reserve funds. Banks with excess funds may sell their surplus to other banks whose funds are below required reserve levels. Normally, Federal funds are employed in settling all government securities transactions. The Federal Funds Rate is the rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government-sponsored wholesale banks (currently twelve regional banks) which lend funds and provide correspondent banking services to member commercial bank, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank. (See Government Sponsored Enterprises)

XII. FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or "Freddie

Mac"): A government-sponsored corporation that was created in July 1970, by the enactment of Title III of the Emergency Home Finance Act of 1970. Freddie Mac was established to help maintain the availability of mortgage credit for residential housing, primarily through developing and maintaining an active, nationwide secondary market in conventional residential mortgages. (See Government Sponsored Enterprises)

XIII. FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae):

FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. FNMA securities are highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest. (See Government Sponsored Enterprises)

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve regional banks and about 5700 commercial banks that are members of the system.

FIXED-INCOME SECURITY: A financial instrument promising a fixed amount of periodic income over a specified future time span.

GOVERNMENT-SPONSORED ENTERPRISES (GSE's): Payment of principal and interest on securities issued by these corporations is not guaranteed explicitly by the U.S. government, however, most investors consider these securities to carry an implicit U.S. government guarantee. The debt is fully guaranteed by the issuing corporations. GSE's include: Farm Credit System, Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, and Federal National Mortgage Association.

INSTRUMENTALITIES: See Government-Sponsored Enterprises

INTEREST RATE RISK: The risk that the general level of interest rates will change, causing unexpected price appreciations or depreciations.

LADDERED MATURITY STRATEGY: A maturity pattern within a portfolio in which maturities of the assets in the portfolio are equally spaced. Over time, the shortening of the remaining lives of the assets provides a steady source of liquidity or cash flow. Given a normal yield curve with a positive slope this passive strategy provides the benefit of being able to take advantage of the higher, longer-term yields without sacrificing safety or liquidity.

LIQUIDITY: An entity's capacity to meet future monetary outflows (whether they are required or optional) from available resources. Liquidity is often obtained from reductions of cash or by converting assets into cash.

LIQUIDITY RISK: The risk that an investment will be difficult to sell at a fair market price in a timely fashion.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions. It is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification; also known as systematic risk.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MARKING-TO-MARKET: The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

MATURITY DATE: The date on which the principal or face value of an investment becomes due and payable.

MONEY MARKET INSTRUMENT: Generally, a short-term debt instrument that is purchased from a broker, dealer, or bank. Sometimes the term "money market" with "short-term", defines an instrument with no more than 12 months remaining from the purchase date until the maturity date. Sometimes the term "money market" is used more restrictively to mean only those instruments that have active secondary markets.

MORTGAGE-BACKED SECURITIES (MBS): Securities composed of, or collateralized by, loans that are themselves collateralized by liens on real property.

OFFER: The price asked by a seller of securities. (When purchasing securities, one asks for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPPORTUNITY COST: The cost of pursuing one course of action measured in terms of the foregone return that could have been earned on an alternative course of action that was not undertaken.

PAR: See Face Value

PFIA OR ACT: The Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

POOLED FUND GROUP: An internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested (as defined by the Public Funds Investment Act).

PREMIUM: The amount by which the price paid for a security exceeds its face value.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face or par value of an instrument, exclusive of accrued interest.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED REPRESENTATIVE: A person who holds a position with - and is authorized to act on behalf of - a business organization (as defined by the Public Funds Investment Act).

RATE OF RETURN: The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

REINVESTMENT RATE: The interest rate earned on the reinvestment of coupon payments.

REINVESTMENT RATE RISK: The risk that the actual reinvestment rate falls short of the expected or assumed reinvestment rate.

REPURCHASE AGREEMENT (RP or REPO): An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price on demand or at a specified later date. The difference between the selling price and the repurchase price provides the interest income to the party that provided the funds. Every transaction where a security is sold under an agreement to be repurchased is a repo from the seller/borrower's point of view and a reverse repo from the buyer/lender's point of view.

REVERSE REPURCHASE AGREEMENT: (See Repurchase Agreement)

SAFEKEEPING: A procedure where securities are held by a third party acting as custodian for a fee.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITIES LENDING: The temporary transfer of securities by one party, the lender, to another, the borrower. The securities borrower is required to provide acceptable assets as collateral to the securities lender in the form of cash or other securities. If the borrower provides securities as collateral to the lender, it pays a fee to borrow the lent securities. If it provides cash as collateral, the lender pays interest to the borrower and reinvests the cash at a higher rate.

SEC RULE 15C3-1: See Uniform Net Capital Rule

STRUCTURED NOTES: Debt obligations whose principal or interest payments are determined by an index or formula.

SEPARATELY INVESTED ASSET: An account or fund of a state agency or local government that is not invested in a pooled fund group (as defined by the Public Funds Investment Act).

SPREAD: Most commonly used when referring to the difference between the bid and asked prices in a quote. Additionally, it may also refer to additional basis points that a non-Treasury security earns over and above a Treasury with a comparable maturity date.

STRIPS: Separation of the principal and interest cash flows due from any interest-bearing securities into different financial instruments. Each coupon payment is separated from the underlying investment to create a separate security. Each individual cash flow is sold at a discount. The amount of the discount and the time until the cash flow is paid determine the investor's return.

SWAP: The trading of one asset for another. Sometimes used in active portfolio management to increase investment returns by "swapping" one type of security for another.

TOTAL RETURN: Interest income plus capital gains (or minus losses) on an investment.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury, generally having initial maturities of 3 months, 6 months, or 1 year.

TREASURY BONDS: Long-term, coupon bearing U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: Intermediate-term, coupon bearing U.S. Treasury securities having initial maturities of 2 - 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD TO MATURITY (YTM): The promised return assuming all interest and principal payments are made and reinvested at the same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par)



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE:	August 26, 2025
SUBMITTING STAFF:	Jose Gomez, Development Services Manager
SUBJECT:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Relocation of streetlight located at 1322 Fries Rd by Camron Builders, inc.

BACKGROUND:	<p>On August 7, 2025, Cameron Builders, Inc. submitted a formal request to the City for the relocation of a street light located at 1322 Fries Rd. The request stems from the fact that the current position of the light conflicts with the proposed location of a new driveway for the property.</p> <p>CenterPoint Energy has reviewed the proposed relocation and confirmed that the move will not negatively impact the existing light coverage in the area. Additionally, Cameron Builders has stated that they will assume full responsibility for any and all costs associated with the relocation of the street light.</p>
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ATTACHMENTS:	Spring Valley, FRIES RD 1322- RELOCATION LETTER, Fries light pole
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FUNDING:					
Amount Available	Account No.	Additional Appropriation Required	Project No.	Amount Budgeted	Account Description

RECOMMENDATION:	Staff does not oppose the move, as light coverage should be minimally affected, and all costs for the relocation will be paid by the builder.
------------------------	---

**CAMERON BUILDERS, INC.
1341 CEDAR POST
HOUSTON, TEXAS 77055
281-413-5064
TACLB - 16323C
RMP-39163
ME-328192
TEC-30771**

City of Spring Valley
Att. Jose Gomez
RE : Moving light pole at 1322 Fries Rd.

Jose

As discussed, I would like to move the light pole at the above address. In its current location the future drive, as currently planned and approved by the city, would run right into the pole. Moving the drive to avoid the pole will affect the street view of the home negatively and result in possibly removing some well-established trees.

Therefore, I would like to either move it directly south to the property line or at least to clear the approach of the drive. I have surveyed the street of Fries and noticed that in the planning of light pole locations, when the home faced Fries the light pole was located on the common property line. When the home sided to Fries it was placed randomly along the frontage ROW. My lot being the exception to this layout.

I would like permission to engage Centerpoint to move the light pole to the south property line and am willing to pay the reasonable cost to do so.

Sincerely
Cameron and Susan Kreager
Cameron Builders, Inc.

Regulated by the Texas Department of Licensing and Regulation

P. O. Box 12157

Austin, Texas 78711

1-800-803-9202, 512-463-6599

www.license.state.tx.us/complaints



August 20, 2025

Subject: UG Streetlight Relocate
Location: 1322 Fries Rd
Spring Branch Service Area

Dear Requestor,

CenterPoint has reviewed the proposed streetlight relocation and approves the move. At this time, we do not see any obstacles that would prevent us from relocating the streetlight approximately 15–20 feet.

Please note, however, that this relocation is contingent upon approval from Spring Valley. We will proceed once that approval is confirmed.

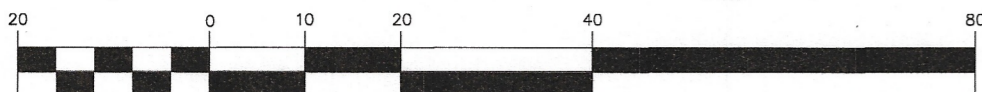
If you have any questions, please contact me at (713) 945- 6241 or morgan.dauzat@centerpointenergy.com

Sincerely,

Morgan Dauzat

Morgan Dauzat
Service Consultant
Street Lighting Operations
Distribution Project Management

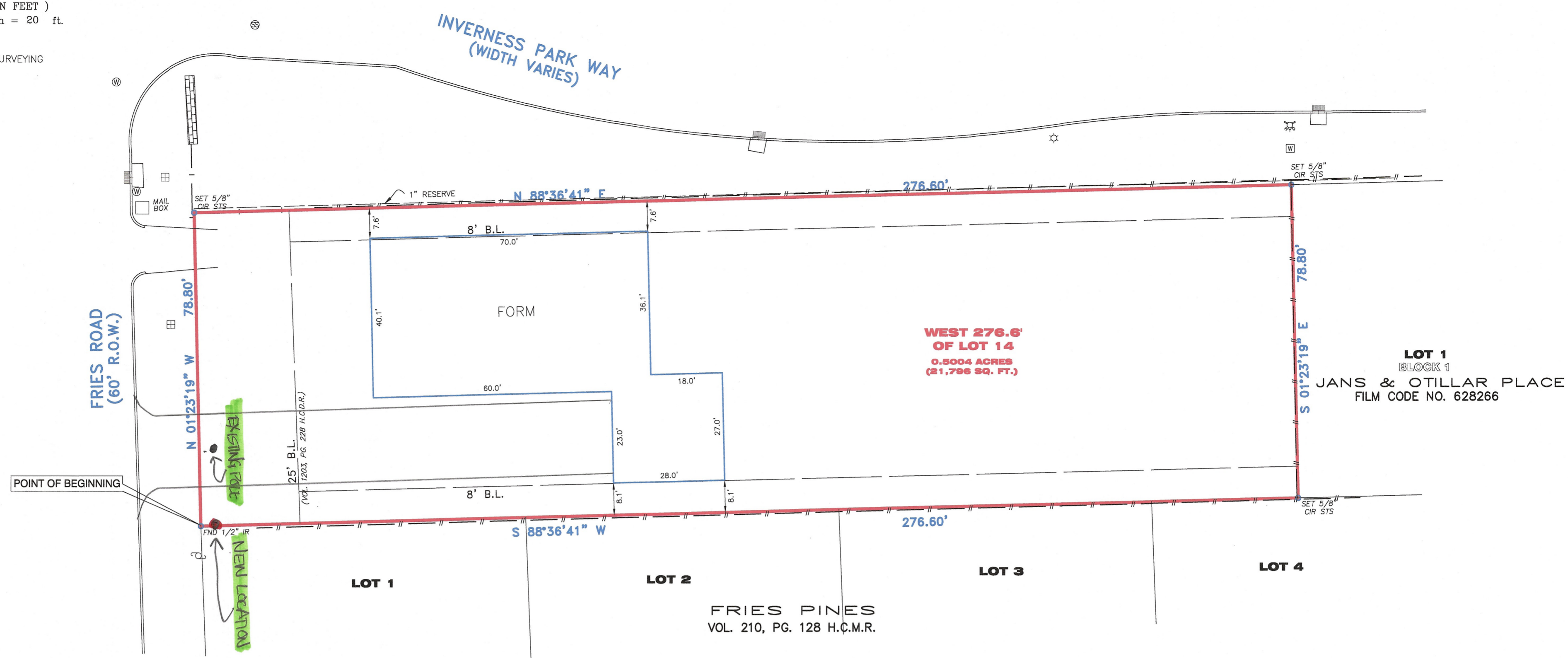
GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

LEGEND:

- CIR - CAPPED IRON ROD
- "STS" - STAMPED SOUTH TEXAS SURVEYING
- CHAIN LINK FENCE
- ▨ COVERED CONCRETE
- WOOD FENCE
- WROUGHT IRON FENCE
- ⊕ FIRE HYDRANT
- ⊕ CURB INLET
- ⊕ LIGHT POLE
- ⊕ POWER POLE
- ⊕ SANITARY MANHOLE
- ⊕ WATER METER
- ⊕ WATER VALVE



LOT 1
BLOCK 1
JANS & OTILLAR PLACE
FILM CODE NO. 628266

FRIES PINES
VOL. 210, PG. 128 H.C.M.R.

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE WEST 276.6 FEET OF LOT 14, KNOWN AS 1322 FRIES ROAD, HOLM SUBDIVISION AS RECORDED IN 14, PAGE 1 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING; AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 14, IN THE EAST LINE OF FRIES ROAD (60 FEET WIDE);
 THENCE; NORTH 01 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 78.80 FEET, ALONG THE WEST LINE OF THE SAID LOT 40 AND THE EAST LINE OF FRIES ROAD TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR NORTHWEST CORNER OF LOT 40;
 THENCE; NORTH 88 DEGREES 36 MINUTES 41 SECONDS EAST, A DISTANCE OF 276.60 FEET ALONG THE NORTH LINE OF LOT 40 TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
 THENCE; SOUTH 01 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 78.80 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET ON THE SOUTH LINE OF LOT 40;
 THENCE; SOUTH 88 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 276.60 FEET ALONG THE SOUTH LINE OF LOT 40 TO THE POINT OF BEGINNING AND CONTAINING 0.5004 ACRES (21,796 SQUARE FEET) OF LAND MORE OR LESS.

NOTE:

1. BOUNDARY BASED ON GPS OBSERVATION TEXAS SOUTH CENTRAL ZONE.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY, EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY FIDELITY NATIONAL TITLE INSURANCE FILE NO. 23-24011293.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED, IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SOUTH TEXAS SURVEYING ASSOCIATES, INC. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. SOUTH TEXAS SURVEYING ASSOCIATES, INC. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2023. ALL RIGHTS RESERVED.

PROPERTY LIES WITHIN FLOOD ZONE "X", ACCORDING TO F.I.R.M. MAP NO. 48201C 0845L, DATE 6-18-2007. BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION. BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED, SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

SITE PHOTOGRAPH



SURVEYOR'S CERTIFICATION

PROPERTY SUBJECT TO SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS. I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of survey showing any improvements, from legal descriptions supplied by client. There are no encroachments apparent on the ground, except as shown. This survey is only certified for boundary and this transaction only. Surveyor did not abstract property. Easements, building lines, etc. shown are as identified by:

GF 23-24011293 of FIDELITY NATIONAL TITLE INSURANCE

Fred W. Lawton
Fred W. Lawton, Registered Professional Land Surveyor No. 2321



FORM SURVEY OF
A TRACT OF LAND BEING THE WEST 276.6 FEET OF LOT 14 KNOWN AS 1322 FRIES ROAD, HOLM SUBDIVISION AS RECORDED IN 14, PAGE 1 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

ADDRESS: 1322 FRIES ROAD
CITY: HOUSTON, TEXAS 77055
JOB NO.: 1324-23F SCALE: 1" = 20' DATE: 9-12-23 SHEET 1 OF 1

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Suite J-101 Houston, Texas 77082
(281) 556-8918 FAX (281) 556-9331
Firm Number: 10045400

Copyright 2023 South Texas Surveying Associates, Inc. K:\COMRES 2023\1324-23.DWG(96)



Spring Valley Village City Council Agenda Item Data Sheet

MEETING DATE: August 26, 2025
SUBMITTING STAFF: Jasmin Torres, City Secretary
SUBJECT: **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 25-XX - A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE NOMINATING A CANDIDATE OR CANDIDATES TO BE PLACED ON THE BALLOT FOR A POSTION ON THE BOARD OF DIRECTORS OF THE HARRIS CENTRAL APPRAISAL DISTRICT.

BACKGROUND: The City of Spring Valley Village received a request from the Harris Central Appraisal District to nominate a candidate for the Board of Directors. This Resolution would name the City's candidate to serve as the Director of the Board to fill the current vacancy through December 31, 2027.

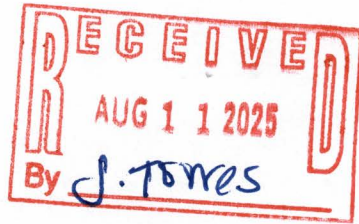
The vote must be by resolution and submitted no later than Monday, September 22 , 2025.

ATTACHMENTS: HCAD Board Member Nomination Letter, Resolution No. 25-XX HCAD Board Nominaton

FUNDING:

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

RECOMMENDATION:



**Harris Central Appraisal District
OFFICE OF CHIEF APPRAISER**

TO: Presiding Officers and/or Governing Bodies of Taxing Units Districts Served by the Harris Central Appraisal District

FROM: Roland Altinger, Chief Appraiser

DATE: August 7, 2025

SUBJECT: Nominations to fill a vacancy on the Harris Central Appraisal District Board of Directors caused by resignation of a Director

I am sending this letter to notify you that the Chairman of the Harris Central Appraisal District Board of Directors has informed me that there is a vacancy on the Harris Central Appraisal District board of directors due to resignation of director Cassandra Auzenne Bandy that took effect on July 31, 2025.

Section 6.0301 of the Texas Property Tax Code gives you the right to nominate a replacement by resolution of your governing body, to fill the vacancy and complete the term of former director, Cassandra Auzenne Bandy, which expires on December 31, 2027.

The resolution must be sent to the chief appraiser who will then distribute the list of nominees timely received from taxing units to the board of directors. The HCAD board of directors shall then, by majority vote, appoint a director to fill the vacancy from that list of nominees timely submitted by the taxing units.

This letter serves as formal notice of:

- Your right to nominate a candidate to fill the vacancy on the Board, and the process for doing so. For further details please see Exhibit "A" attached hereto.

Your board will need to meet and complete this process of nominating a director to fill this vacancy so that you can deliver your nomination and resolution to the chief appraiser by 5 p.m. on September 22, 2025.

Nominations and resolutions may be submitted:

- **By Regular Mail:**

Roland Altinger, Chief Appraiser
P.O. Box 920975
Houston, Texas 77292-0975

Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."

- **By Hand:**

Roland Altinger, Chief Appraiser
13013 Northwest Freeway
Houston, Texas 77040

Mark the envelope: "Nomination to Fill a Vacancy on HCAD Board of Directors."

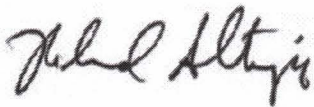
- **By Email:**

cguerra@hcad.org

Participating in this process gives you the best chance of having a voice in HCAD's operations. To assist you in this nominating process, a sample resolution for your nomination to fill the vacancy on the Board of Directors of the Harris Central Appraisal District is also attached.

Please do not hesitate to call me on (713) 957-5299 with any questions you may have.

Sincerely,



Roland Altinger, CAE, RPA, CTA
Chief Appraiser

Attachments

CC: HCAD Board Members
Attorneys

EXHIBIT "A"

NOMINATING AND VOTING PROCESS TO FILL A VACANCY ON THE HARRIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

The nominating and voting process to fill a vacancy of the board of directors due to the resignation of one of the directors is outlined below.

Nomination Procedures

All taxing units participating in the appraisal district under Section 6.03 may nominate a candidate to fill the vacancy and complete the term of a director who resigned from the board.

The presiding officer of a taxing unit's governing body must submit the name and the corresponding nominating resolution to the chief appraiser **by 5 p.m. on September 22, 2025.**

The list of nominees submitted to the chief appraiser will be given to HCAD's board of directors.

Voting Procedures

Pursuant to Section 6.0301(f), after the chief appraiser receives resolutions from taxing units containing the names of the nominated candidates to fill the vacancy on the board, the chief appraiser shall, within five days, send to the board of directors the list of the nominees. The board of directors shall then appoint by majority vote of its members one of the nominees timely submitted by the taxing units to fill the vacancy.

Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district. The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

There is no compensation for service on the appraisal district's board of directors; however, directors are reimbursed for actual and necessary expenses incurred in the performance of their duties as provided by the budget adopted by the board. HCAD's Board of Directors typically meets once a month.

An individual must satisfy certain residency, employment, and conflict-of-interest requirements to be eligible to serve on the appraisal district's board of directors.

Residency. *The individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes office. The appraisal district's boundaries are the same as those for Harris County.*

Employment. An employee of a taxing unit served by the appraisal district may not serve on the board of directors, with one exception: an employee of a taxing unit may serve if the employee is also a member of the governing body or an elected official of a taxing unit that participates in the district. For example, a member of the governing body of a school district who is also a city employee may be *eligible* to serve on the board.

An individual is *ineligible* to serve on an appraisal district's board of directors if the individual has engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or representing property owners for compensation in proceedings under the Tax Code in the appraisal district at any time during the preceding three years.

Conflict of Interest. An individual may not serve on an appraisal district's board of directors if the individual is related, within the second degree by consanguinity (blood) or affinity (marriage), to a person who is in the business of appraising property or representing property owners for a fee in proceedings in the appraisal district; those relatives barred include: the individual's spouse, children, brothers, sisters, parents, grandparents, and grandchildren. The relatives of the individual's spouse in the same degree are also included.

An individual is not eligible to be a candidate for, to be appointed to, or to serve on the board of directors of, an appraisal district if the individual contracts with the appraisal district for any purpose or contracts with a taxing unit served by the district for a property tax-related purpose. The same rule applies to individuals who have a substantial interest in businesses contracting with the appraisal district (for any purpose) or with the taxing unit (for property tax purposes). An individual has a substantial interest if the individual or the individual's spouse has combined ownership of at least ten percent (10%) of the voting stock or shares of the business. An individual also has a substantial interest if the individual or the individual's spouse is a partner, limited partner, or an officer of the business. These prohibitions on contracting continue for the duration of the affected director's term of office.

Additionally, the appraisal district may not employ any person who is related to a member of the board of directors within the second degree by affinity or the third degree of consanguinity. This provision applies to existing employees at the time the director takes office and to employees hired during the director's term.

Delinquent taxes. With limited exceptions, Texas law makes a person ineligible to serve as a member of the board of directors if he or she has delinquent property taxes owed to any taxing unit for more than 60 days after the person knew or should have known of the delinquency.

RESOLUTION NUMBER 25-XX

**A RESOLUTION OF THE CITY OF SPRING VALLEY VILLAGE
NOMINATING A CANDIDATE OR CANDIDATES TO BE
PLACED ON THE BALLOT FOR A POSITION ON THE
BOARD OF DIRECTORS OF THE HARRIS CENTRAL
APPRAISAL DISTRICT.**

WHEREAS, Those school districts other than the Houston Independent School District within the Harris Central Appraisal District have the right to nominate up to two candidates to be listed on a final ballot that will be voted upon by all eligible taxing units who are entitled to vote to appoint two (2) positions on the Board of Directors of the Harris Central Appraisal District for a four-year term of office commencing on January 1, 2026; and

WHEREAS, This governing body desires to exercise its right to nominate a candidate or candidates for such a position on the said Board of Directors; now, therefore,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF SPRING VALLEY VILLAGE:**

Section 1. The facts and recitations set forth in the preamble of this resolution be, and hereby are, adopted, ratified, and confirmed.

Section 2. That _____ (name), of _____ (address , zip code), _____ (phone number) be, and he or she is hereby, nominated as a candidate for an appointed position on the Board of Directors of the Harris Central Appraisal District to be decided by a vote of all eligible taxing units who are entitled to vote to fill a two (2) positions on the Board of Directors of the Harris Central Appraisal District for a four-year term commencing on January 1, 2026.

If you choose to nominate more than one candidate (up to two in total), please complete the following

That _____ (name), of _____ (address , zip code), _____ (phone number) be, and he or she is hereby, nominated as a candidate for an appointed position on the Board of Directors of the Harris Central Appraisal District to be decided by a vote of all eligible taxing units who are entitled to vote to fill a two (2) positions on the Board of Directors of the Harris Central Appraisal District for a four-year term commencing on January 1, 2026.

Section 3. That the presiding officer of the governing body of this taxing unit be, and he or she is hereby _____ (name), of _____ (address , zip code), _____ (phone number) be, and he or she is hereby, nominated as a candidate for an appointed position on the Board of Directors of the Harris Central Appraisal District to be decided by a vote of all eligible taxing units who are entitled to vote to fill a two (2) positions on the Board of Directors of the Harris Central Appraisal District for a four-year term commencing on January 1, 2026.

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

Marcus Vajdos, Mayor
City of Spring Valley Village, Texas

ATTEST:

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