



Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, May 24, 2016, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. **CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**
2. **INTRODUCTIONS**
3. **PROCLAMATIONS / ANNOUNCEMENTS / SWEARING IN**
 - 3.1 Administer Oaths of Office to Mayor Ramsey, Council Member Bothe, and Council Member Carpenter
4. **PUBLIC COMMENTS**
5. **PUBLIC HEARING**
 - 5.1 The Purpose of the Public Hearing is to Receive Input from the Public, either Oral or Written, in Regards to a Proposed Ordinance of the City Council of the City of Spring Valley Village, Texas, Approving a Planned Area Development (“PAD”) of Approximately 3.20 Acres of Land Located at 1065 Bingle Road within the Bingle West Planned Area Development District; Providing for the Amendment of the Official Zoning Map of the City to Reflect the Briar Branch Point PAD; Adopting a Land Use Plan and Regulations Applicable to the PAD; Including Building Elevations, Building Height, Building Setbacks, Landscaping, Signs, Vehicle Access, and Site Drainage; Providing for Severability; and Providing a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof
 - 5.2 Close Public Hearing
 - 5.3 Discussion and Possible Action in Regards to a Proposed Ordinance of the City Council of the City of Spring Valley Village, Texas, Approving a Planned Area Development (“PAD”) of Approximately 3.20 Acres of Land Located at 1065 Bingle Road within the Bingle West Planned Area Development District; Providing for the Amendment of the Official Zoning Map of the City to Reflect the Briar Branch Point PAD; Adopting a Land Use Plan and Regulations Applicable to the PAD; Including Building Elevations, Building Height, Building Setbacks, Landscaping, Signs, Vehicle Access, and Site Drainage; Providing for Severability; and Providing a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof
6. **RECEIPT OF REPORTS**
 - 6.1 Mayor Tom Ramsey
 - Spring Branch Creek Chemical Fire Runoff Impact
 - 6.2 Council Member Allen Carpenter – Village Fire Department Commissioners Meeting

- 6.3 Council Member Marcus Vajdos – Planning & Zoning Commission Meeting
- 6.4 Council Member Trey Moeller – Civic Activities Board Meeting
- 6.5 Chief of Police Darrell Bond
- 6.6 Public Works Director Erik Tschanz
- 6.7 City Treasurer Michelle Yi
- 6.8 City Administrator Stephen Ashley
 - Well Update
 - CIP Workshop Schedule
 - Budget Workshop Schedule
 - City Admin Operations Plan

7. PRESENTATIONS / PERSONAL APPEARANCES

- 7.1 Presentation by Robert Farrar, Jr. in Regards to Damages to Sanitary Sewer
- 7.2 Discussion and Possible Action in Regards to Reimbursement to Robert Farrar, Jr. for Repairs to Sanitary Sewer

8. CONSENT AGENDA

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

- 8.1 Meeting Minutes for Joint Workshop on April 12, 2016 and City Council Meeting on April 26, 2016
- 8.2 Pay Estimate No. 10 for Reconstruction of Cedarbrook Drive, Lanell Lane, Cedardale Drive
- 8.3 Pay Estimate No. 4 from Alsay Incorporated for Well Rehabilitation
- 8.4 Pay Estimate No. 2 for Spring Oaks East & West Project

9. AUTHORIZATIONS/RESOLUTIONS/ORDINANCES

- 9.1 Proposed Resolution to Adopt a Health Reimbursement Arrangement (H.R.A.) for the Employees of Spring Valley Village

10. DISCUSSION ITEMS/ACTION ITEMS

- 10.1 Discussion and Possible Action in Regards to the purchase of Twenty-four Tasers for the Police Department
- 10.2 Discussion and Possible Action in Regards to the purchase of Six Radios for the Police Department
- 10.3 Discussion and Possible Action in Regards to Crosswalk on Bingle Road at Merlin Drive
- 10.4 Discussion and Possible Action in Regards to Time Capsule for New City Hall and Police Department
- 10.5 Discussion and Possible Action in Regards to Acceptance of 0.0464 Acre

Drainage Easement from White Development Inc. located in the Enclave at Fries Subdivision

10.6 Discussion and Possible Action in Regards to Acceptance of 0.2271 Acre Drainage Easement from White Development Inc. located in the Enclave at Fries Subdivision

11. **EXECUTIVE SESSION**

None

12. **ADJOURNMENT**

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

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

I certify that a copy of the May 24, 2016 agenda of items to be considered by City Council was posted on or before the 20th day of May, 2016 at 2:30 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:



Roxanne Benitez, TRMC, CCC II

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 secretary@springvalleytx.com for further information.

May 18th, 2016

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

Dear Council members:

On behalf of Abercrombie Custom Homes, L.P., we are making an application to establish a Planned Area Development (PAD) standards for a new residential area within the Bingle-West Planned Area Development District (BWPADD) and to amend specific requirements within the existing BWPADD ordinance as follows:

- 06P:07.07.02
Access: Seeking to remove requirement for sole access to be taken from Bingle and allow access from Old Voss Road.
- 06P:07.07.03
Occupancies/Uses: Seeking to remove requirement for the ground floor to be limited to retail uses only. Seeking to allow residential occupancies on floors one and two.

Adequate provisions have been made for space, light, and air. The density is also compatible with surrounding land uses. This development will offer a sensible transition between the existing single-family uses and the Dad's Club recreation center. Development will progress in orderly phases with one to three houses being constructed at a time.

Sincerely,



Jake Patrick



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:

Fifteen (15) sets, each set 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
- 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
- Upon consideration by City Council for final approval, a PDF with 6 additional sets are required

Subdivision / Development Name: Briar Branch Point

Geographical Location: 1065 Bingle Road, Houston, TX 77055

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

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

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

Reason for Replat or Amending Plat:

To create a single family residential subdivision.

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: 3.20 Acres Typical Lot Size: 8,535 Square Feet
Number Lots: 12 Number of Streets: 1
Numbers and Types of Reserves: 3 Open Space Total Acres in Reserve: 0.37 Acres
Zoning District: Bingle West Planned Area Development District

Applicant: Abercrombie Custom Builders, L.P.

Contact Name: B.A. Abercrombie, Jr.
Address: 730 North Post Oak, Suite 110, Houston, TX 77024
Phone: 713.680.2424 Fax: 713.680.8877
Email: andy@abuildersinc.com

Owner: Dad's Club Swim Team, Inc.

Contact Name: John Burns
Address: 1006 Voss Road, Houston, TX 77024
Phone: 713.876.3341 Fax: _____
Email: john.burns@dadsclub-swimteam.com

Engineer or Planner: Vernon G. Henry & Associates

Contact Name: Mary Lou Henry, F.A.I.C.P.
Address: 3050 Post Oak Boulevard, Suite 450, Houston, TX 77056
Phone: 713.627.8666 Fax: 832.320.2098
Email: marylou.henry@vhaplanning.com

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 _____

2/1/14
Date _____

January 26th, 2016

City of Spring Valley Village
Planning and Zoning Commission
1025 Campbell Rd.
Houston, TX 77055

Dear Commissioners:

On behalf of Abercrombie Custom Homes, L.P., we are making an application to establish a Planned Area Development (PAD) standards for a new residential area within the Bingle-West Planned Area Development District (BWPADD) and to amend specific requirements within the existing BWPADD ordinance as follows:

- 06P:07.07.02
Access: Seeking to remove requirement for sole access to be taken from Bingle and allow access from Old Voss Road.
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Occupancies/Uses: Seeking to remove requirement for the ground floor to be limited to retail uses only. Seeking to allow residential occupancies on floors one and two.

Adequate provisions have been made for space, light, and air. The density is also compatible with surrounding land uses. This development will offer a sensible transition between the existing single-family uses and the Dad's Club recreation center. Development will progress in orderly phases with one to three houses being constructed at a time.

Sincerely,



Mary Lou Henry, F.A.I.C.P.

2500 Fannin Street
Houston, Texas 77002

713.222.9000 main
713.229.8824 fax

rwilson@wcglaw.com
713.547.8504 direct

February 2, 2016

Via FedEx
City of Spring Valley Village
Planning and Zoning Commission
1025 Campbell Rd.
Houston, TX 77005

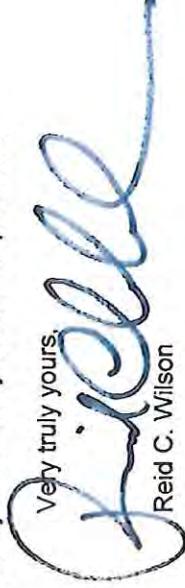
RE: Authorization of Abercrombie Custom Homes, L.P. ("**Abercrombie**") to file for a plat and rezoning of the property located at 1065 Bingle Road, Houston, Texas 77055 (the "**Property**").

Dear Commissioners:

This firm represents the owner of the above referenced Property, Dad's Club Swim Team, Inc., a Texas non-profit corporation ("**Dad's Club**"). Dad's Club is currently under contract to sell the Property to Abercrombie. On behalf of Dad's Club, this letter serves as authorization for Abercrombie to apply and file a plat and to apply and file for rezoning of the Property for residential single family purposes and to request a change to the BWPADD to eliminate the prohibition on access off Old Voss Road. I believe that the Dad's Club owns all land in BWPADD which abuts Old Voss Road.

Please contact the undersigned should you have any additional questions.

Very truly yours



Reid C. Wilson

Cc:

Mary Lou Henry

Taylor Cooksey

Charles Turet

John Burns

Charlie Calderwood

Andy Abercrombie

Via Email: Marylou.henry@vhaplanning.com

Via Email: tcooksey@singletoncooksey.com

Via Email: cturet@felct.com

Via Email: john.burns@dadsclub-swimteam.com

Via Email: Charlie@calderwoodfinancial.com

Via Email: andy@buildersinc.com

Andy Abercrombie

From: Charlie Calderwood [charlie@calderwoodfinancial.com]
Sent: Friday, January 29, 2016 2:29 PM
To: 'Stephen Ashley'; 'Roxanne Benitez'
Cc: 'Jeff Lindenberger'; 'Linda Kutac'; john.burns@dadsclub-swimteam.com; Andy Abercrombie; 'Pack, Jason B'; cturet@felct.com
Subject: Andy Abercrombie Presentation to P&Z Meeting @ 2/9/2016

Good afternoon Stephen and Roxanne!

Please accept this email as authorization that Andy Abercrombie & Abercrombie Builders has the Dad's Club Swim Team, Inc. approval to make a presentation and submit application(s) for a PAD & Plat change on the 1065 Bingle tract we own in the West Bingle PAD.

Please let me know if you need any more info.
Thanks in advance!

Charlie Calderwood, Chair of the Finance Committee and Board Member, Dads Club Swim Team, Inc.

Briar Branch Point PAD

Concept Plan (06P:02.04)

- .01 Vehicular Circulation:** The site will have one street that terminates in a "T" turnaround. This street right-of-way will be 50 feet wide at the entrance from Old Voss Road and will utilize a 15:1 transition to narrow down to 28 foot. The 600 trips per lane per hour capacity of this street will much greater than the projected 120 daily trips that this development will produce. The street paving will be 28 foot curbed and gutter. The entrance will be flanked by eight (8) foot masonry walls. The developer will also construct an eight (8) foot masonry wall along the north property line adjacent to lots 7 thru 12 that front on Green Valley Drive in Spring Forest Sec. 2.
- .02 General Land Use Plan:** The general plan for all land within the proposed PAD can be seen on the provided Concept Plan drawing. The property is to be used for single-family lots and common open space. Dan Sonnenberg has been retained to provide landscaping design to enhance the natural beauty of the site. Common Space and entry esplanade will be planted by the developer with trees, shrubs, and flowering plants. Open space within each lot will be planted by the individual home owner and will include at least 2 trees per lot.
- .03 Utilities:** Public water and sanitary sewer lines will be located in the 10' setbacks along the street and on the north side of Lots 1-6. They will connect to mains in Bingle through a 30' easement on property being retained by the Dad's Club. Engineering plans for these utilities will be submitted with the final plat.
- .04 Proposed Briar Branch Point PAD report**
- .04.01 General Description of Proposed Briar Branch Point PAD:** The 3.20 acres which are located within the Bingle West Planned Area Development District (BWPADD) designated by the City of Spring Valley are proposed to be developed for single-family homes. The developer, Abercrombie Custom Homes, L.P. plans to 12 patio home lots, with lot sizes ranging from 6,612 square feet to 19,550 square feet, and an average of 8,535 square feet. The lots would contain one, two, and two and one-half story homes.
- .04.02 Total Acreage:** The total acreage of the development is 3.20 acres.
- .04.03 Acreage Usage:** Residential lots comprise 2.35 acres. Green Spaces comprise 0.37 acres. Street right of way comprises 0.48 acres.
- .04.04 Dwelling Units:** There will be 12 patio home units within the development.
- .04.05 – Not Applicable**

Note: Numbers at the beginning of each paragraph refer to sections of the Spring Valley Village Code of ordinances

.04.06 Design Standards: The developer desires to develop a 12 lot patio home development.

-
- Lot sizes will range from 6,612 square feet to 19,550 square feet with an average of 8,535 square feet.
- All lots will have ten foot (10'-0") front and rear building set back lines.
- For lots 1 thru 6 and 12, the back building setback will be ten feet (10'-0") for covered porches, fifteen feet (15'-0") for first floor living areas and twenty foot (20'-0") for second floor living areas.
- Side setback lines will be five feet (5'-0") respectively for a total of ten feet (10'-0") between each home.
- Lots 7 thru 11 will have a ten foot (10'-0") front and rear building line with five foot (5'-0") side building lines for a total of ten feet (10'-0") between each home.

Setback lines apply to the foundation line(s) of the house, but exclude eaves and overhangs (such as bay windows) which may project past the setback lines up to a maximum of 18 inches (18") of horizontal projection.

The project will have a public street taking access from Old Voss Road. This street will be 50 feet (50'-0") in width and will have a divided entry. After the entry, there will be a 15:1 transition down to a 28 foot (28'-0") wide public street for the rest of the project.

One, two, and two and one-half story homes that comply with the existing height restriction of the City of Spring Valley, being 36 feet (36'-0"), will be built on the lots. The home will be a minimum of 3,000 square feet of living area, and will be brick composite stone, hardy-plank, or stucco exteriors.

The homes will have garages of at least four hundred (400) square feet, which will accommodate 2 cars. Garage doors will be a minimum of nineteen feet (19') from the front property line.

All mechanical equipment will be no closer than one foot (1') from any property line and properly screened.

Guest parking will be on driveways or along the 28' public street.

.05 Public Ownership

The only part of the development that will be proposed for public ownership is the street right of way.

.06 Drainage and Detention

The lots will have on-site storm water collection systems which will be connected to the storm sewer in the street. Detention, if required, will be provided in a vault under the

street and will outfall into Briar Branch Creek. The bank of the creek along Lots 9-12 and Lot 1 will be stabilized with an appropriate method to deter further erosion. Plans will be submitted with the final plat.

.07 Open Space Maintenance

A residential community association agreement will govern the use and maintenance of all common areas, along with security gates. Declaration of Covenants, Conditions, and Restrictions encumbering the PAD will be filed of record in the Real Property Records of Harris County, Texas. The association will have the authority to enforce the restrictions.

PRELIMINARY
BRIAR BRANCH POINT
DEVELOPMENT SCHEDULE

.02.05.01 Development schedule is as follows:

- (A) Clearing and Ground Preparation to begin within one hundred and twenty (120) days of final Plat approval of the Development by the City of Spring Valley.
- (B) Utility Construction to begin within one hundred and fifty (150) days of the final Plat approval by the city of Spring Valley.
- (C) Street paving and completion to being within two hundred and ten (210) days of final Plat approval by the City of Spring Valley.
- (D) Final construction to include such items such as walls, fences, landscaping, and lighting to be completed within three hundred and sixty (360) days of the final Plat approval by the City of Spring Valley.

End.

STATE OF TEXAS §
 §
 §
 §
 §
 §
COUNTY OF HARRIS §

PROPERTY DESCRIPTION:

A TRACT OR PARCEL OF LAND CONTAINING 3.2012 ACRES (139,445 SQUARE FEET), BEING OUT OF A CERTAIN CALLED 2.608 ACRE TRACT RECORDED IN HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) 20140288365, BEING OUT OF A CERTAIN CALLED CLAY 7 ACRES IN THE C. H. BINGLE SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 998, PAGE 224 OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.) AND A CERTAIN CALLED 5.9048 ACRE TRACT RECORDED IN H.C.C.F. NO. 20070161082, ALL ARE SITUATED IN THE A. H. OSBORNE SURVEY, ABSTRACT NO. 610, IN HARRIS COUNTY, TEXAS. SAID 3.2012 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
[BEARINGS ARE BASED IN TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLAIN GRID COORDINATES (NAD83)]

BEGINNING at a point (X=3077401.2303; Y=13850250.3443) in the easterly right-of-way line (R.O.W.) line of Voss Road (60 feet R.O.W.) as shown in the map of Voss Addition recorded in Volume 42, Page 46 of the Harris County Map Records (H.C.M.R.), said point also being in the centerline of Briar Gully and the southwest corner of Spring Forest, Section 2, according to the Map or Plat recorded in Volume 78, Page 71 H.C.M.R. and the northwest corner of said 2.608 acre tract and the herein described tract;

Thence, North 88°01'29" East, along the common line of the north line of said 2.608 acre tract and the herein described tract with the south line of said Spring Forest, Section 2, a distance of 531.83 feet to an angle point for corner for the southeast corner of said Spring Forest, Section 2 and the southwest corner of Carmel, according to the Map or Plat recorded in Film Code No. 443026 H.C.M.R.;

Thence, North 87°57'19" East, along the common line of the north line of said 2.608 acre tract and the herein described tract with the south line of said Carmel, a distance of 59.22 feet to a 1/2 inch capped iron rod set (Precision) marking the northeast corner of the herein described tract;

Thence, South 02°31'01" East, across said 2.608 acre tract and along the common line of the lower east line said 2.608 acre tract and the east line of the herein described tract with the west line of a certain called 1.85 acre tract recorded in H.C.C.F. No. V568780 and the west line of a certain called 1.658 acre tract recorded in H.C.C.F. No. V311473, a distance of 293.90 feet to a point in the center of said Briar Gully for the southeast corner of said 2.608 acre tract and the herein described tract;

Thence, in Westerly directions, along the south line of said 2.608 acre tract and the herein described tract with the centerline meander of said Briar Gully are the following courses:

North 67°35'09" West, a distance of 158.00 feet to an angle point for corner;

North 76°35'09" West, a distance of 51.00 feet to an angle point for corner;

South 77°46'51" West, a distance of 65.00 feet to an angle point for corner;

North 82°19'09" West, a distance of 9.18 feet to an angle point for corner;

Thence, South 60°08'18" West, leaving said centerline of Briar Gully, across said 5.9048 acre tract, a distance of 145.80 feet to an angle point for corner for the northerly corner of a certain called City of Spring Valley tract recorded in H.C.C.F. No. T165939;

Thence, South 55°30'30" West, along the northwest line of said City of Spring Valley tract, a distance of 35.00 feet to a 5/8 inch capped iron rod found in the northeasterly R.O.W. line of aforesaid Voss Road marking the southerly corner of the herein described tract and the westerly corner of said City of Spring Valley tract, said corner also being at a point on a curve to the left;

Thence, in a northwesterly direction, with the said easterly R.O.W. line of said Voss Road, and along with the arc of said curve to the left, having a radius of 984.93 feet, a central angle of 05°34'33", an arc length of 95.85 feet and a chord bearing and distance of North 39°18'51" West ~ 95.81 feet to a point of tangency for corner;

Thence, North 42°06'07" West, continuing with the said easterly R.O.W. line of Voss Road, a distance of 48.16 feet to a 5/8 inch capped iron rod found at the beginning of a tangent curve to the right for corner;

Thence, in a northwesterly direction, continuing with the said easterly R.O.W. line of Voss Road, along said curve to the right, having a radius of 328.10 feet, a central angle of 30°00'00", an arc length of 171.79 feet and a chord bearing and distance of North 27°06'07" West ~ 169.84 feet to a 1/2 inch capped iron rod found (Precision) at a point of tangency for corner;

Thence, North 12°06'07" West, continuing with the said easterly R.O.W. line of Voss Road, across said Briar Gully, a distance of 46.02 to the POINT OF BEGINNING containing within these calls 3.2012 acres of land.

EDILBERTO V. BARRIENTOS
Registered Professional Land Surveyor
No. 5364
Job No. 15-11761
February 01, 2016

Briar Branch Point Bullet Points

Briar Branch Point will be an exclusive upscale enclave of 13 homes developed by, Abercrombie Custom Homes. The City of Spring Valley Village will enjoy a unique place when compared to other villages, offering a patio home community with easy access to the freeway in a heavily wooded environment attracting both affluent families and empty nesters. Here is a summary of this development:

- 13 home lots from 6,640 square feet to 19,550 square feet with an average of 7,878 square feet
- 16,102 square feet of reserves.
- Public 28 foot wide street with 10 foot utility easements on both sides of the street fronting each lot
- Access to Briar Branch Point will be off Old Voss with a double wide street crossing a bridge over Briar Branch Creek into the enclave
- Water and sewer will be public, built to city specifications
- Street will be a 28 foot public street
- Home sizes will not exceed 36 feet in height, ranging from 3,500 square feet to 5,500 square feet built to Abercrombie standards
- Strict architecture controls will be in place, including prohibiting back porches on the second floor, backing to the northern boundary
- Briar Branch Point will provide drainage inlet to each Green Valley Neighbor to the north to alleviate the current challenges they face with slow drainage and pooling
- Briar Branch Point is consulting with HC Flood Control and engineers to ensure the maximum benefit of proper design to alleviate bank erosion
- Lots will be required to have 5 foot side set backs
- Front setback will be 10 feet with the garage set back at 19 feet for two car street parking at each home
- Rear setbacks, on north lots, will be 10 feet for the rear one story porch/patio with 15 feet for the rear 1st floor building setback and 20 feet for the 2nd story set back
- The total appraised value of Briar Branch Point should add \$21 million to the City of Spring Valley tax base
- The northern boundary adjacent to Green Valley Drive will have a fence made of brick, stucco or stone or some combination
- Briar Branch Point will provide a drainage outlet to the adjacent lots 7 thru 12 on Green Valley Drive
- This is the highest and best use for this property

PRELIMINARY

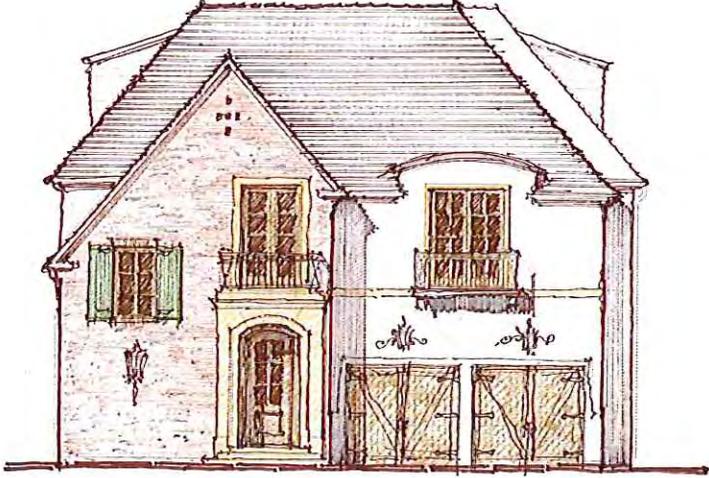
BRIAR BRANCH POINT

DEVELOPMENT SCHEDULE

.02.05.01 Development schedule is as follows:

- (A) Clearing and Ground Preparation to begin within one hundred and twenty (120) days of final Plat approval of the Development by the City of Spring Valley.
- (B) Utility Construction to begin within one hundred and fifty (150) days of the final Plat approval by the city of Spring Valley.
- (C) Street paving and completion to being within two hundred and ten (210) days of final Plat approval by the City of Spring Valley.
- (D) Final construction to include such items such as walls, fences, landscaping, and lighting to be completed within three hundred and sixty (360) days of the final Plat approval by the City of Spring Valley.

End.



ABERCROMBIE BUILDERS



**PLANNING & ZONING
COMMISSION
VOTING FORM**

DATE: APRIL 12, 2016

AGENDA ITEM:

DISCUSSION AND POSSIBLE ACTION ON A PROPOSED ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING A PLANNED AREA DEVELOPMENT ("PAD") OF APPROXIMATELY 3.20 ACRES OF LAND LOCATED AT 1065 BINGLE ROAD WITHIN THE BINGLE WEST PLANNED AREA DEVELOPMENT DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT THE BRIAR BRANCH POINT PAD; ADOPTING A LAND USE PLAN AND REGULATIONS APPLICABLE TO THE PAD; PROVIDING FOR REGULATIONS APPLICABLE TO THE PAD, INCLUDING BUILDING ELEVATIONS, BUILDING HEIGHT, BUILDING SETBACKS, LANDSCAPING, SIGNS, VEHICLE ACCESS, AND SITE DRAINAGE; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF

<u>MEMBER NAME</u>	<u>MOTIONED</u>	<u>SECONDED</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>
CHARLIE CALDERWOOD					✓
TREY HOFFMAN				✓	
PATRICK JOHNSON		✓		✓	
MARYELLEN MCGLOTHLIN				✓	
ANNE-MARIE MCMICHAEL	✓			✓	
LOUISE RICHMAN				✓	
AMY WINSTEAD					ABSENT

MOTION CARRIED _____

MOTION DENIED ✓



 TREY HOFFMAN, CHAIRMAN
 PLANNING & ZONING COMMISSION

**CITY OF SPRING VALLEY VILLAGE
POLICE DEPARTMENT ACTIVITY REPORT
APRIL 2016**

- 1) **Total Arrest Made:** 35
 - A. Alcohol Related 09
 - B. Traffic 12
 - C. Warrant 14
 - D. Other 0

- 2) **Municipal Tickets:** 618

- 3) **County Charges Filed:** 5 Total
 - A. **2 Misdemeanor**
 - a) Possession of Marijuana- 1100 block Bingle Road (**traffic stop**)
 - b) Possession of Marijuana- 8400 block Katy Freeway (**suspicious person call Home Depot Parking lot**)

 - B. **3 Felony**
 - a) Unauthorized Use of Motor Vehicle- 1100 block Bingle Road (**traffic stop**) (vehicle stolen out of jurisdiction)
 - b) Possession of Controlled Substance- (MDMA) 1500 Bingle Road (**traffic stop**)
 - c) Possession of Controlled Substance- Cocaine 1000 Bingle Road (**traffic stop**)

- 4) **Burglary of Business/Building:** 1 Burglary 8400 block Katy Freeway (removed flat screen T.V. from wall) occurred between 02:30-04:00 hours. Currently working with surrounding agencies to identify suspects. Several cases outside of our jurisdiction

- 5) **Burglary of a Residence:** 2
 - A. 1000 block Teresa Drive – occurred on 04/06/2016 between 09:00-11:00 hours (active investigation, no suspect information at this time)

 - B. 1400 block Bingle Road – occurred on 04/21/2016 between 7:30 p.m. -9:15 p.m. (active investigation, no suspect information at this time)

6) **Burglary of a Motor Vehicle: 9 total** - 1 in the 8400 block of Katy Freeway, 1- 8500 block Katy Freeway, 3-8900 block of Cardwell, 1- 1100 block of Traweek, 1- 1200 block Mickey Way, 1-1300 Neeley, 1-1000 block Voss.

7) **Theft: 5**

A. Theft occurred in the 8400 block of Katy Freeway, on 04/02/2016 between 10:30a.m.-10:45a.m. items were removed from the bed of a pick-up truck (clothing). No suspect information. Active investigation.

B. Theft occurred in the 8400 block of Katy Freeway, on 04/04 or 04/05/2016 between the hours of 10p.m. and 6a.m. items were removed from the rear of the business (propane tanks), no suspect information. Active investigation.

C. Theft occurred in the 8400 block of Katy Freeway, on 04/15/2016 at 3:15 p.m. cell phones were removed from the business. Active investigation.

D. Theft occurred in the 8300 block of Burkhart, on 04/20/2016 at 16:15 hours. Landscaping equipment was removed. Suspects identified and charges have been filed.

E. Theft occurred in the 1100 block of Adkins between 12 noon on 04/24/2016 and 07:00 a.m. on 04/25/2016, 4 tires and wheels were removed from a motor vehicle.

8) **Criminal Mischief: 2**

A. Grafitti on fence in the 9200 block of Hilldale.

B. Broken window in the 8400 block of Katy Freeway

9) **Assault class "C": 1**

A. On 04/15/2016 Juvenile males had a disagreement in the 8700 block of Cedarspur, one tackled the other one and struck him in the back of the head. This case has been sent over to the Spring Valley Municipal Court.

CITY OF SPRING VALLEY VILLAGE POLICE DEPARTMENT
CITY COUNCIL REPORT - APRIL 2016

TOTAL CALLS: SPRING VALLEY VILLAGE 1628 HILSHIRE VILLAGE 251

04/16 03/16 02/16 04/15 YTD 2015 2014

ACCIDENTS	35	28	30	24	115	297	309
UNABLE TO LOCATE	0	3	3	3	7	18	11
ABANDONED/STALLED VEHICLE	38	57	51	60	199	701	736
TOTAL	73	85	81	84	314	1016	1055

ALARMS	59	51	71	57	216	776	680
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BURGLARY/RESIDENCE	2	0	1	1	4	6	6
BURGLARY/BUSINESS	1	1	0	0	2	9	4
BURGLARY/MOTOR VEHICLE	9	5	6	2	23	27	43
THEFT/GENERAL	5	4	3	8	14	36	42
THEFT/MOTOR VEHICLE	1	1	0	0	2	5	4
JUVENILE OFFENSES	0	0	0	2	0	2	1
ASSAULT	1	3	1	1	5	7	8
AGGRAVATED ROBBERY	0	0	0	0	0	2	0
MISCELLANEOUS	1477	1355	2155	3317	8168	45228	34806
TOTAL	1628	1505	2318	3472	8748	47107	36617

GENERAL CALLS

	04/16	03/16	02/16	04/15
AMBULANCE CALLS	17	16	9	12
ASSIST OUTSIDE AGENCY	33	20	39	21
CRIMINAL MISCHIEF	5	0	2	3
DEBRIS IN ROADWAY	17	10	8	10
DISTURBANCE CALLS	1	3	0	1
FIRE/FIRE RELATED CALLS	6	7	7	2
FOUND PROPERTY	2	4	0	1
INFORMATION ONLY	55	60	43	13
NATURAL DOA	0	0	0	0
9-1-1	3	3	1	3
OPEN DOOR	6	7	2	5
PARKING	7	4	4	9
GENERAL CALLS	1191	1123	1954	3120
SOLICITORS	4	12	4	6
SUSPICIOUS ACTIVITY	18	24	12	25
SUSPICIOUS PERSON	14	12	8	19
SUSPICIOUS VEHICLE	50	41	45	52
TELEPHONE HARASSMENT	0	0	0	0
VEHICLE CHECK	48	9	7	15
TOTAL	1477	1355	2155	3317

ARRESTS

	04/16	03/16	02/16	04/15
ALCOHOL RELATED	9	10	8	6
TRAFFIC	12	16	15	7
WARRANT	14	15	16	23
OTHER	0	3	8	31
TOTAL	35	44	47	67

CHARGES FILED

MUNICIPAL TICKETS	618	713	944	506
COUNTY/MISDEMEANOR	2	1	3	7
DISTRICT/FELONY	3	4	5	5
TOTAL	623	718	952	518

CASES CLEARED

BURGLARY/RESIDENCE	0	0	0	0
BURGLARY/BUSINESS	0	0	0	0
BURGLARY/VEHICLE	0	0	1	0
THEFT	1	1	1	1
OUTSIDE AGENCIES	0	0	0	0
EXCEPTIONAL MEANS	0	0	0	14
TOTAL	1	1	2	15

COURT TIME

	04/16	03/16	02/16	04/15
OFFICERS	6	0	0	9.5

HOURS WORKED

OFFICERS	3169	2994.5	2888	2456
DISPATCH F/T	404	604.5	496	632
DISPATCH P/T	0	0	0	112
CLERICAL	168	184	160	168
TOTAL	3741	3783	3544	3368

ANIMAL CALLS

TOTAL	11	6	5	12
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VACATION/HOUSE WATCH

TOTAL	41	90	34	55
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Memorandum

To: Mayor Tom Ramsey
From: Erik Tschanz, Public Works Director
Date: May 18, 2016
Subject: Public Works Updates

1. Spring Oaks West / East Reconstruction Project Update:
2. Lupton Court Street Rehabilitation Project Update:
3. Westview Sidewalk Project Update:
4. Enclave @ Fries Project Update:
5. Street Stripping Update:
6. Fire Hydrant Re-Painting Update:

Misc. Items from April City Council Meeting:

CIP Workshop Dates
Merlin / Bingle – PED XING
USTC – Utility Locate Markings

City Of Spring Valley
Monthly Tax Office Report
April 30, 2016

Prepared by: Laurie Payton, Tax Assessor/Collector

A. Current Taxable Value 979,970,352

B. Summary Status of Tax Levy and Current Receivable Balance:

			Current 2015 Tax Year	Delinquent 2014 & Prior Tax Years	Total
Original Levy	0.45	\$	4,048,129.57	\$ -	\$ 4,048,129.57
Carryover Balance			-	127,866.95	127,866.95
Adjustments			362,545.13	(16,870.94)	345,674.19
Adjusted Levy			<u>4,410,674.70</u>	<u>110,996.01</u>	<u>4,521,670.71</u>
Less Collections Y-T-D			<u>4,314,275.90</u>	<u>91,471.74</u>	<u>4,405,747.64</u>
Receivable Balance		\$	<u><u>96,398.80</u></u>	<u><u>19,524.27</u></u>	<u><u>115,923.07</u></u>

C. COLLECTION RECAP:

			Current 2015 Tax Year	Delinquent 2014 & Prior Tax Years	Total
Current Month:					
Base Tax		\$	14,419.11	\$ 1,442.76	\$ 15,861.87
Penalty & Interest			1,136.20	401.76	1,537.96
Attorney Fees			-	53.84	53.84
Other			-	-	-
Total Collections		\$	<u><u>15,555.31</u></u>	<u><u>1,898.36</u></u>	<u><u>17,453.67</u></u>

			Current 2015 Tax Year	Delinquent 2014 & Prior Tax Years	Total
Year-To-Date:					
Base Tax:		\$	4,314,275.90	\$ 91,471.74	\$ 4,405,747.64
Penalty & Interest			11,261.15	1,987.11	13,248.26
Attorney Fees			-	1,201.69	1,201.69
Other			-	-	-
Total Collections		\$	<u><u>4,325,537.05</u></u>	<u><u>94,660.54</u></u>	<u><u>4,420,197.59</u></u>

Percent of Adjusted Levy			<u><u>98.07%</u></u>		<u><u>100.22%</u></u>
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MONTHLY TAX OFFICE REPORT

April 30, 2016

Tax A/R Summary by Year

YEAR	BEGINNING BALANCE AS OF 9/30/15	ADJUSTMENTS	COLLECTIONS	RECEIVABLE BALANCE AS OF 4/30/16
2014	\$ 111,524.60	\$ (10,327.13)	\$ 95,861.86	\$ 5,335.61
13	4,053.49	(6,108.87)	(4,546.92)	2,491.54
12	2,262.05	(8.07)	-	2,253.98
11	2,115.72	(8.07)	-	2,107.65
10	1,771.27	(8.07)	-	1,763.20
09	2,376.00	(8.07)	-	2,367.93
08	1,505.18	(8.21)	-	1,496.97
07	441.03	(8.45)	-	432.58
06	406.36	(7.84)	79.84	318.68
05	480.18	(378.16)	76.96	25.06
04	306.68	-	-	306.68
03	354.26	-	-	354.26
00	81.69	-	-	81.69
1999	188.44	-	-	188.44
	<u>\$ 127,866.95</u>	<u>\$ (16,870.94)</u>	<u>\$ 91,471.74</u>	<u>\$ 19,524.27</u>

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

10 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
OTHER TAXES	1,493,202	118,726.59	684,657.72	0.00	808,544.28	45.85
PROPERTY TAXES	3,460,260	20,818.22	3,518,440.04	0.00	(58,180.04)	101.68
FEES & CHARGES	225,150	24,714.00	141,103.19	0.00	84,046.81	62.67
MUNICIPAL COURT	510,700	36,174.04	317,092.45	0.00	193,607.55	62.09
MISC REVENUE	133,200	11,026.50	49,732.93	0.00	83,467.07	37.34
INTER-FUND TRANSFER	57,000	0.00	0.00	0.00	57,000.00	0.00
OTHER AGENCIES	935,648	110,715.59	649,483.68	0.00	286,164.32	69.42
TOTAL REVENUE	6,815,160	322,174.94	5,360,510.01	0.00	1,454,649.99	78.66
EXPENSE SUMMARY						
COUNCIL	7,400	150.00	947.60	0.00	6,452.40	12.81
ADMINISTRATION	2,497,437	59,711.89	549,717.65	10,000.00	1,937,719.35	22.41
FIRE DEPARTMENT	861,523	72,365.73	570,578.81	0.00	290,944.19	66.23
MUNICIPAL COURT	297,411	30,225.48	150,001.37	0.00	147,409.63	50.44
PARK	70,640	7,805.96	66,139.08	0.00	4,500.92	93.63
POLICE DEPARTMENT	2,715,891	233,495.03	1,591,728.53	1,573.40	1,122,589.07	58.67
STREET	431,263	24,191.65	106,949.33	0.00	324,313.67	24.80
TOTAL EXPENSES	6,881,565	427,945.74	3,036,062.37	11,573.40	3,833,929.23	44.29
REVENUE OVER/(UNDER) EXPENSES	(66,405)	(105,770.80)	2,324,447.64	(11,573.40)	(2,379,279.24)	3,482.98-
BEGINNING FUND BALANCE	3,219,228		3,219,227.54			
PROJECTED ENDING FUND BALANCE	3,152,823		5,543,675.18			

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER TAXES						
10-01-5010 SALES TAX	1,168,000	88,792.85	520,362.40	0.00	647,637.60	44.55
10-01-5012 FRANCHISE FEES-ELECTRIC	179,602	29,933.74	119,734.96	0.00	59,867.04	66.67
10-01-5013 FRANCHISE FEES-GAS	30,000	0.00	8,612.60	0.00	21,387.40	28.71
10-01-5014 FRANCHISE FEES-TELEPHONE	78,000	0.00	22,807.20	0.00	55,192.80	29.24
10-01-5015 FRANCHISE FEES-CABLE TV	36,000	0.00	11,166.88	0.00	24,833.12	31.02
10-01-5016 FRANCHISE TAX-MIXED BEVERAGE	1,600	0.00	1,973.68	0.00	(373.68)	123.36
TOTAL OTHER TAXES	1,493,202	118,726.59	684,657.72	0.00	808,544.28	45.85
PROPERTY TAXES						
10-01-5100 AD VALOREM-CURRENT YEAR	3,435,260	18,810.26	3,404,312.55	0.00	30,947.45	99.10
10-01-5102 AD VALOREM-PRIOR YEARS	15,000	1,331.04	103,698.00	0.00	(88,698.00)	691.32
10-01-5103 AD VALOREM-PENALTY & INTERES	10,000	676.92	10,429.49	0.00	(429.49)	104.29
TOTAL PROPERTY TAXES	3,460,260	20,818.22	3,518,440.04	0.00	(58,180.04)	101.68
FEES & CHARGES						
10-01-5201 OTHER INCOME-BLDG PERMITS/IN	225,000	24,694.00	140,933.19	0.00	84,066.81	62.64
10-01-5202 OTHER INCOME-PERMITS	150	20.00	170.00	0.00	(20.00)	113.33
TOTAL FEES & CHARGES	225,150	24,714.00	141,103.19	0.00	84,046.81	62.67
MUNICIPAL COURT						
10-01-5310 MUNICIPAL COURT-COURT FINES	408,000	27,966.48	243,396.61	0.00	164,603.39	59.66
10-01-5311 MUNICIPAL COURT-WARRANT FEES	50,000	3,840.83	36,076.04	0.00	13,923.96	72.15
10-01-5312 MUNICIPAL COURT-ARREST FEES	20,000	1,011.75	8,705.46	0.00	11,294.54	43.53
10-01-5313 MUNICIPAL COURT-ADMINISTRATI	20,000	480.00	3,900.00	0.00	16,100.00	19.50
10-01-5314 MUNICIPAL COURT-OFFICER FEES	1,200	89.48	627.58	0.00	572.42	52.30
10-01-5316 MUNICIPAL COURT-JUDICIAL FEE	0	117.42	1,007.35	0.00	(1,007.35)	0.00
10-01-5317 MUNICIPAL COURT-TRAFFIC FEES	7,000	368.43	3,393.85	0.00	3,606.15	48.48
10-01-5318 MUNICIPAL COURT-CHILD SAFETY	0	75.00	391.00	0.00	(391.00)	0.00
10-01-5319 MUNICIPAL COURT-TIME PAYMENT	0	493.05	4,323.82	0.00	(4,323.82)	0.00
10-01-5320 MUNICIPAL COURT-TIME PAYMENT	2,500	123.31	1,087.97	0.00	1,412.03	43.52
10-01-5322 MUNICIPAL COURT-SECURITY FEE	0	616.99	5,426.59	0.00	(5,426.59)	0.00
10-01-5323 MUNICIPAL COURT-TECHNOLOGY F	0	824.00	7,212.49	0.00	(7,212.49)	0.00
10-01-5324 MUNICIPAL COURT-OMNI FEE	2,000	167.30	1,543.69	0.00	456.31	77.18
TOTAL MUNICIPAL COURT	510,700	36,174.04	317,092.45	0.00	193,607.55	62.09
MISC REVENUE						
10-01-5401 CHILD SAFETY REVENUE	4,200	462.15	2,780.90	0.00	1,419.10	66.21
10-01-5405 MISCELLANEOUS CONTRIBUTIONS	0	150.00	1,140.00	0.00	(1,140.00)	0.00
10-01-5406 INTEREST INCOME	10,000	1,737.94	7,259.32	0.00	2,740.68	72.59
10-01-5408 OTHER INCOME-MISCELLANEOUS	105,000	7,464.37	52,166.81	0.00	52,833.19	49.68
10-01-5413 CREDIT CARD FEES	14,000	1,212.04	8,744.13	0.00	5,255.87	62.46
10-01-5414 SALE OF CAPITAL ASSETS	0	0.00	4,320.00	0.00	(4,320.00)	0.00
10-01-5415 OTHER INCOME-MISCELLANCOUE P	0	0.00	(26,678.23)	0.00	26,678.23	0.00
TOTAL MISC REVENUE	133,200	11,026.50	49,732.93	0.00	83,467.07	37.34

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
INTER-FUND TRANSFER						
10-01-5701 TRANSFERS IN CITY HALL RESER	7,000	0.00	0.00	0.00	7,000.00	0.00
10-01-5720 TRANSFERS IN UTILITY FUND	50,000	0.00	0.00	0.00	50,000.00	0.00
TOTAL INTER-FUND TRANSFER	57,000	0.00	0.00	0.00	57,000.00	0.00
<hr/>						
OTHER FINANCE						
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OTHER AGENCIES						
10-01-5900 METRO-REVENUE ALLOCATION	540,000	44,396.43	417,366.62	0.00	122,633.38	77.29
10-01-5901 HILSHIRE VILLAGE POLICE CONT	395,648	66,319.16	232,117.06	0.00	163,530.94	58.67
TOTAL OTHER AGENCIES	935,648	110,715.59	649,483.68	0.00	286,164.32	69.42
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TOTAL REVENUE	6,815,160	322,174.94	5,360,510.01	0.00	1,454,649.99	78.66

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
COUNCIL						
=====						
SUPPLIES						
10-05-4526 MAYOR & COUNCIL - GENERAL EX	2,400	150.00	947.60	0.00	1,452.40	39.48
TOTAL SUPPLIES	2,400	150.00	947.60	0.00	1,452.40	39.48
SERVICES						
10-05-5027 MAYOR & COUNCIL - CONF & TRA	1,100	0.00	0.00	0.00	1,100.00	0.00
TOTAL SERVICES	1,100	0.00	0.00	0.00	1,100.00	0.00
EXP CATG 56-59						
10-05-5610 MAYOR & COUNCIL - ALLOWANCE	3,900	0.00	0.00	0.00	3,900.00	0.00
TOTAL EXP CATG 56-59	3,900	0.00	0.00	0.00	3,900.00	0.00
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TOTAL COUNCIL	7,400	150.00	947.60	0.00	6,452.40	12.81
ADMINISTRATION						
=====						
SALARY AND BENEFITS						
10-10-4010 SALARIES EXEMPT REGULAR	279,355	32,331.76	163,985.45	0.00	115,369.55	58.70
10-10-4011 SALARIES NON EXEMPT REGULAR	63,884	7,371.12	37,372.01	0.00	26,511.99	58.50
10-10-4012 SALARIES TEMPORARY/SEASONAL	1,920	0.00	0.00	0.00	1,920.00	0.00
10-10-4014 LONGEVITY	1,169	99.60	640.44	0.00	528.56	54.79
10-10-4015 CERTIFICATION PAY	7,080	490.00	3,174.00	0.00	3,906.00	44.83
10-10-4016 457-PLAN	7,067	0.00	0.00	0.00	7,067.00	0.00
10-10-4020 MGR CAR ALLOWANCE	2,700	225.00	1,485.00	0.00	1,215.00	55.00
10-10-4021 MGR PHONE ALLOWANCE	300	25.00	165.00	0.00	135.00	55.00
10-10-4030 SALARIES OVERTIME	1,500	0.00	0.00	0.00	1,500.00	0.00
10-10-4100 EMPLOYEE BEN-HEALTH INSURANC	59,627	5,944.28	40,940.98	0.00	18,686.02	68.66
10-10-4110 EMPLOYEE BEN-T.M.R.S.	22,864	2,550.17	14,380.35	0.00	8,483.65	62.90
10-10-4120 EMPLOYEE BEN-FICA/MEDICADE T	5,346	579.06	3,088.77	0.00	2,257.23	57.78
10-10-4130 EMPLOYEE BEN-WORKERS COMP	1,096	0.00	1,374.57	0.00	278.57	125.42
10-10-4140 EMPLOYEE BEN-UNEMPLOYMENT IN	1,351	855.00	855.00	0.00	496.00	63.29
TOTAL SALARY AND BENEFITS	455,259	50,470.99	267,461.57	0.00	187,797.43	58.75
SUPPLIES						
10-10-4505 AUTO EXPENSES-GASOLINE	1,500	39.07	195.00	0.00	1,305.00	13.00
10-10-4520 DUES & SUBSCRIPTIONS	9,000	0.00	4,363.13	0.00	4,636.87	48.48
10-10-4521 PRINTING COSTS	10,000	38.50	3,437.03	0.00	6,562.97	34.37
10-10-4525 OFFICE SUPPLIES	8,500	76.78	1,160.10	0.00	7,339.90	13.65
10-10-4526 GENERAL EXPENSES	11,000	1,184.63	6,757.80	0.00	4,242.20	61.43
10-10-4527 POSTAGE	10,000	1,000.00	2,885.97	0.00	7,114.03	28.86
10-10-4528 TOOLS, EQUIPMEN	800	0.00	34.97	0.00	765.03	4.37
TOTAL SUPPLIES	50,800	2,338.98	18,834.00	0.00	31,966.00	37.07

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MAINTENANCE						
10-10-4600 AUTO EXPENSES-MAINTENCE & RE	1,500	80.69	1,015.90	0.00	484.10	67.73
10-10-4601 MACHINERY & EQUIP - MAINTENA	5,000	0.00	0.00	0.00	5,000.00	0.00
10-10-4602 CITY HALL BUILDING MAINTENAN	19,200	162.96	3,105.03	0.00	16,094.97	16.17
10-10-4603 CITY HALL JANITORIAL & CLEAN	21,264	1,528.95	11,609.94	0.00	9,654.06	54.60
10-10-4604 COMPUTER COST-HARDWARE	2,500	411.40	587.81	0.00	1,912.19	23.51
10-10-4605 COMPUTER COST-SOFTWARE	19,954	40.00	7,249.28	0.00	12,704.72	36.33
10-10-4606 OFFICE EQUIP	3,000	0.00	929.94	0.00	2,070.06	31.00
TOTAL MAINTENANCE	72,418	2,224.00	24,497.90	0.00	47,920.10	33.83
SERVICES						
10-10-5027 TRAVEL & TUITION	11,000	545.00	4,023.73	0.00	6,976.27	36.58
10-10-5031 EMPLOYEE MEDICAL TESTING & T	500	0.00	0.00	0.00	500.00	0.00
10-10-5032 RECRUITING BONUS	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL SERVICES	12,500	545.00	4,023.73	0.00	8,476.27	32.19
PROFESSIONAL SERVICES						
10-10-5500 CONTRACT LABOR	84,000	0.00	6,835.00	0.00	77,165.00	8.14
10-10-5502 PROFESSIONAL FEES-AUDIT	11,500	0.00	7,491.80	0.00	4,008.20	65.15
10-10-5503 PROFESSIONAL FEES-LEGAL	82,000	3,504.00	35,937.00	0.00	46,063.00	43.83
10-10-5504 TAX ASSESSING & COLLECTING	42,700	0.00	24,657.00	0.00	18,043.00	57.74
10-10-5506 PROFESSIONAL FEES-ENGINEERIN	20,000	0.00	498.25	0.00	19,501.75	2.49
10-10-5507 PROFESS. FEES - MISC	35,000	0.00	0.00	0.00	35,000.00	0.00
10-10-5509 PROFESSIONAL FEES-CONSULTANT	19,500	40.00	8,806.94	10,000.00	693.06	96.45
TOTAL PROFESSIONAL SERVICES	294,700	3,544.00	84,225.99	10,000.00	200,474.01	31.97
EXP CATG 56-59						
10-10-5600 COMPUTER SERVICE & MAINTENAN	18,000	0.00	5,120.00	0.00	12,880.00	28.44
10-10-5625 UTILITIES-STREET & TRAFFIC L	110,880	0.00	44,232.60	0.00	66,647.40	39.89
10-10-5627 UTILITIES CITY HALL-ELECTRIC/	33,600	19.02	10,252.21	0.00	23,347.79	30.51
10-10-5630 UTILITIES-COMMUNICATIONS	8,000	569.90	3,351.43	0.00	4,648.57	41.89
TOTAL EXP CATG 56-59	170,480	588.92	62,956.24	0.00	107,523.76	36.93
OTHER SERVICES						
10-10-6000 INSURANCE-LIABILITY	26,620	0.00	21,038.00	0.00	5,582.00	79.03
10-10-6001 INSURANCE-PROPERTY	8,008	0.00	6,761.10	0.00	1,246.90	84.43
10-10-6002 INSURANCE-SURETY BONDS	1,050	0.00	100.00	0.00	950.00	9.52
10-10-6003 INSURANCE-VEHICLE	23,076	0.00	22,255.66	0.00	820.34	96.45
10-10-6010 COMMUNITY CONTRIBUTIONS	1,500	0.00	0.00	0.00	1,500.00	0.00
10-10-6011 LEGAL NOTICES	10,000	0.00	3,280.00	0.00	6,720.00	32.80
10-10-6018 ELECTION EXPENSE	11,000	0.00	0.00	0.00	11,000.00	0.00
10-10-6228 ECONOMIC INCENTIVE PAYMENTS	91,000	0.00	27,574.11	0.00	63,425.89	30.30
TOTAL OTHER SERVICES	172,254	0.00	81,008.87	0.00	91,245.13	47.03
DEBT SERVICES						
CAPITAL OUTLAY						
10-10-7002 CAPITAL-MATERIALS & EQUIPMEN	7,000	0.00	6,709.35	0.00	290.65	95.85
TOTAL CAPITAL OUTLAY	7,000	0.00	6,709.35	0.00	290.65	95.85

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
INFRASTRUCTURE						
INTERFUND-ACTIVITY						
10-10-9000 TRANSFERS OUT	1,250,000	0.00	0.00	0.00	1,250,000.00	0.00
10-10-9100 G&A-RESERVE FOR CAPITAL	12,026	0.00	0.00	0.00	12,026.00	0.00
TOTAL INTERFUND-ACTIVITY	1,262,026	0.00	0.00	0.00	1,262,026.00	0.00
TOTAL ADMINISTRATION	2,497,437	59,711.89	549,717.65	10,000.00	1,937,719.35	22.41
DEPT 15						
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DEBT SERVICES						
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FIRE DEPARTMENT						
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EXP CATG 56-59						
10-20-5628 FIRE DEPARTMENT CONTRIBUTION	860,042	72,365.73	570,578.81	0.00	289,463.19	66.34
TOTAL EXP CATG 56-59	860,042	72,365.73	570,578.81	0.00	289,463.19	66.34
CAPITAL OUTLAY						
INFRASTRUCTURE						
INTERFUND-ACTIVITY						
10-20-9100 FIRE DEPARTMENT - RESERVE FO	1,481	0.00	0.00	0.00	1,481.00	0.00
TOTAL INTERFUND-ACTIVITY	1,481	0.00	0.00	0.00	1,481.00	0.00
TOTAL FIRE DEPARTMENT	861,523	72,365.73	570,578.81	0.00	290,944.19	66.23
MUNICIPAL COURT						
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SALARY AND BENEFITS						
10-30-4011 SALARIES NON EXEMPT REGULAR	89,482	16,399.98	66,261.82	0.00	23,220.18	74.05
10-30-4012 SALARIES TEMPORARY/SEASONAL	1,040	0.00	0.00	0.00	1,040.00	0.00
10-30-4014 LONGEVITY	720	60.00	396.00	0.00	324.00	55.00
10-30-4015 CERTIFICATION PAY	1,890	157.50	1,039.50	0.00	850.50	55.00
10-30-4016 457-PLAN	1,843	0.00	0.00	0.00	1,843.00	0.00
10-30-4030 SALARIES OVERTIME	1,700	495.69	863.46	0.00	836.54	50.79
10-30-4100 EMPLOYEE BEN-HEALTH INSURANC	18,552	2,109.50	11,660.52	0.00	6,891.48	62.85
10-30-4110 EMPLOYEE BEN-T.M.R.S.	6,024	1,026.09	4,283.76	0.00	1,740.24	71.11
10-30-4120 EMPLOYEE BEN-FICA/MEDICARE T	1,453	294.38	1,239.17	0.00	213.83	85.28
10-30-4130 EMPLOYEE BEN-WORKERS COMP	314	0.00	425.97	0.00	111.97	135.66
10-30-4140 EMPLOYEE BEN-UNEMPLOYMENT IN	572	340.16	341.25	0.00	230.75	59.66
TOTAL SALARY AND BENEFITS	123,590	20,883.30	86,511.45	0.00	37,078.55	70.00

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
SUPPLIES						
10-30-4506 GENERAL EXPENSE ALLOWANCE	3,600	150.00	1,500.00	0.00	2,100.00	41.67
10-30-4520 DUES & SUBSCRIPTIONS	100	0.00	76.00	0.00	24.00	76.00
10-30-4521 PRINTING COSTS	2,500	0.00	167.25	0.00	2,332.75	6.69
10-30-4525 OFFICE SUPPLIES	1,171	0.00	207.88	0.00	963.12	17.75
10-30-4526 GENERAL EXPENSE	1,000	0.00	50.00	0.00	950.00	5.00
TOTAL SUPPLIES	8,371	150.00	2,001.13	0.00	6,369.87	23.91
MAINTENANCE						
10-30-4606 OFFICE EQUIP. MAINT. & REPAI	750	0.00	0.00	0.00	750.00	0.00
TOTAL MAINTENANCE	750	0.00	0.00	0.00	750.00	0.00
SERVICES						
10-30-5002 PRISONER HOUSING	8,000	0.00	0.00	0.00	8,000.00	0.00
10-30-5005 MUNICIPAL COURT FEES-BAILIFF	0	0.00	256.85	0.00	(256.85)	0.00
10-30-5027 MUNICIPAL COURT-TRAINING	6,500	7.98	778.97	0.00	5,721.03	11.98
10-30-5031 EMPLOYEE MEDICAL TESTING & T	200	0.00	0.00	0.00	200.00	0.00
TOTAL SERVICES	14,700	7.98	1,035.82	0.00	13,664.18	7.05
PROFESSIONAL SERVICES						
EXP CATG 56-59						
10-30-5600 COMPUTER SERVICE & REPAIRS	9,000	0.00	5,003.91	0.00	3,996.09	55.60
10-30-5610 MUNICIPAL COURT FEES-JUDGE	48,000	1,950.00	12,650.00	0.00	35,350.00	26.35
10-30-5611 MUNICIPAL COURT FEES-PROSECU	48,000	5,525.00	19,250.00	0.00	28,750.00	40.10
10-30-5614 MUNICIPAL COURT FEES-WARRANT	10,000	92.88	521.15	0.00	9,478.85	5.21
10-30-5615 MUNICIPAL COURT-SECURITY FEE	0	0.00	350.00	0.00	(350.00)	0.00
10-30-5617 MUNICIPAL COURT-TECHNOLOGY F	0	0.00	13,593.35	0.00	(13,593.35)	0.00
10-30-5618 MUNICIPAL COURT INTERPRETER	22,000	750.00	5,250.00	0.00	16,750.00	23.86
TOTAL EXP CATG 56-59	137,000	8,317.88	56,618.41	0.00	80,381.59	41.33
OTHER SERVICES						
10-30-6012 CREDIT CARD FEES	13,000	866.32	3,834.56	0.00	9,165.44	29.50
TOTAL OTHER SERVICES	13,000	866.32	3,834.56	0.00	9,165.44	29.50
CAPITAL OUTLAY						
TOTAL MUNICIPAL COURT	297,411	30,225.48	150,001.37	0.00	147,409.63	50.44
PARK						
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SUPPLIES						
10-35-4510 PARK-COMMUNITY EVENTS	0	200.00	400.00	0.00	(400.00)	0.00
10-35-4511 EVENT - MOVIE NIGHTS	2,300	0.00	400.00	0.00	1,900.00	17.39
10-35-4512 EVENT - CHILI COOKOFF	500	0.00	200.00	0.00	300.00	40.00
10-35-4513 EVENT - FALL FESTIVAL	8,000	0.00	7,241.87	0.00	758.13	90.52
10-35-4514 EVENT - SNOW DAYS	6,000	0.00	5,200.00	0.00	800.00	86.67

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
10-35-4515 EVENT - WINTER LIGHTS	0	0.00	460.05	0.00	(460.05)	0.00
10-35-4526 GENERAL EXPENSES-ELECTRIC	2,500	353.40	1,152.51	0.00	1,347.49	46.10
TOTAL SUPPLIES	19,300	553.40	15,054.43	0.00	4,245.57	78.00
MAINTENANCE						
10-35-4611 PARK MAINTENANCE-MATERIALS	5,000	452.56	3,484.65	0.00	1,515.35	69.69
10-35-4612 GREENSPACE ENHANCEMENT	5,000	0.00	0.00	0.00	5,000.00	0.00
TOTAL MAINTENANCE	10,000	452.56	3,484.65	0.00	6,515.35	34.85
PROFESSIONAL SERVICES						
10-35-5511 MOWING & LANDSCAPING	41,340	6,800.00	47,600.00	0.00	(6,260.00)	115.14
TOTAL PROFESSIONAL SERVICES	41,340	6,800.00	47,600.00	0.00	(6,260.00)	115.14
CAPITAL OUTLAY						
TOTAL PARK	70,640	7,805.96	66,139.08	0.00	4,500.92	93.63
POLICE DEPARTMENT						
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SALARY AND BENEFITS						
10-40-4010 SALARIES EXEMPT REGULAR	112,070	0.00	49,926.10	0.00	62,143.90	44.55
10-40-4011 SALARIES NON EXEMPT REGULAR	1,414,210	163,058.96	834,356.98	0.00	579,853.02	59.00
10-40-4012 SALARIES TEMPORARY/SEASONAL	14,867	0.00	0.00	0.00	14,867.00	0.00
10-40-4014 LONGEVITY	10,128	650.00	4,327.60	0.00	5,800.40	42.73
10-40-4015 CERTIFICATION PAY	20,460	1,250.00	9,558.00	0.00	10,902.00	46.72
10-40-4016 457-PLAN	30,526	0.00	0.00	0.00	30,526.00	0.00
10-40-4022 UNIFORM ALLOWANCE	1,600	66.66	446.62	0.00	1,153.38	27.91
10-40-4030 SALARIES OVERTIME	120,000	10,517.42	57,382.12	0.00	62,617.88	47.82
10-40-4100 EMPLOYEE BEN-HEALTH INSURANC	303,536	23,956.48	148,870.67	0.00	154,665.33	49.05
10-40-4110 EMPLOYEE BEN-T.M.R.S.	107,800	11,077.54	66,160.22	0.00	41,639.78	61.37
10-40-4120 EMPLOYEE BEN-FICA/MEDICARE T	24,956	2,438.81	13,169.75	0.00	11,786.25	52.77
10-40-4130 EMPLOYEE BEN-WORKERS COMP	29,589	0.00	31,303.11	0.00	(1,714.11)	105.79
10-40-4140 EMPLOYEE BEN-UNEMPLOYMENT IN	6,480	4,027.83	4,050.10	0.00	2,429.90	62.50
TOTAL SALARY AND BENEFITS	2,196,222	217,043.70	1,219,551.27	0.00	976,670.73	55.53
EXP CATG 42-44						
SUPPLIES						
10-40-4505 AUTO EXPENSES-GASOLINE	68,000	2,691.53	13,874.05	0.00	54,125.95	20.40
10-40-4508 PD-CRIME CONTROL SUPPLIES	12,500	1,545.00	4,092.69	0.00	8,407.31	32.74
10-40-4511 PD-UNIFORMS	9,500	1,198.00	2,830.44	1,573.40	5,096.16	46.36
10-40-4520 DUES & SUBSCRIPTIONS	1,000	500.00	909.00	0.00	91.00	90.90
10-40-4521 PRINTING COSTS	3,000	315.36	1,254.72	0.00	1,745.28	41.82
10-40-4524 DISASTER EXPENSES	1,500	0.00	0.00	0.00	1,500.00	0.00
10-40-4525 OFFICE SUPPLIES	8,000	119.88	2,859.86	0.00	5,140.14	35.75
10-40-4526 GENERAL EXPENSES	4,500	102.79	2,641.91	0.00	1,858.09	58.71
TOTAL SUPPLIES	108,000	6,472.56	28,462.67	1,573.40	77,963.93	27.81

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MAINTENANCE						
10-40-4600 AUTO EXPENSES-MAINTENCE & RE	20,000	1,328.36	19,512.52	0.00	487.48	97.56
10-40-4601 AUTO EXPENSE - AUTO COLLISIO	2,000	0.00	1,649.63	0.00	350.37	82.48
10-40-4602 MACH & EQUIP-MAINT & REPAIRS	2,000	0.00	296.97	0.00	1,703.03	14.85
10-40-4604 COMPUTER COST-HARDWARE	5,000	174.17	3,269.60	0.00	1,730.40	65.39
10-40-4605 COMPUTER COST-SOFTWARE	33,500	2,812.50	29,646.78	0.00	3,853.22	88.50
10-40-4606 OFFICE EQUIP. MAINT. & REPAI	6,000	211.72	1,482.04	0.00	4,517.96	24.70
10-40-4620 PD-RADIO & RADAR REPAIRS	23,500	1,500.00	19,504.66	0.00	3,995.34	83.00
TOTAL MAINTENANCE	92,000	6,026.75	75,362.20	0.00	16,637.80	81.92
SERVICES						
10-40-5003 WARRANT PROCESSING EXPENSE	4,000	0.00	2,411.45	0.00	1,588.55	60.29
10-40-5027 PD-TRAINING	15,000	1,834.54	3,769.92	0.00	11,230.08	25.13
10-40-5029 PD-ANIMAL CONTROL	500	0.00	0.00	0.00	500.00	0.00
10-40-5031 EMPLOYEE MEDICAL TESTING & T	4,000	0.00	590.00	0.00	3,410.00	14.75
10-40-5032 RECRUITING BONUS	2,000	0.00	0.00	0.00	2,000.00	0.00
10-40-5033 POLICE CANINE EXPENSES	5,000	1,120.96	1,254.94	0.00	3,745.06	25.10
TOTAL SERVICES	30,500	2,955.50	8,026.31	0.00	22,473.69	26.32
PROFESSIONAL SERVICES						
10-40-5507 PROFESSIONAL FEE - MISC	0	0.00	3,500.00	0.00 (	3,500.00)	0.00
TOTAL PROFESSIONAL SERVICES	0	0.00	3,500.00	0.00 (	3,500.00)	0.00
EXP CATG 56-59						
10-40-5600 COMPUTER SERVICE & MAINTENAN	24,000	0.00	8,000.00	0.00	16,000.00	33.33
10-40-5630 UTILITIES-COMMUNICATIONS	18,000	996.52	6,957.08	0.00	11,042.92	38.65
TOTAL EXP CATG 56-59	42,000	996.52	14,957.08	0.00	27,042.92	35.61
DEBT SERVICES						
CAPITAL OUTLAY						
10-40-7001 PD - PP&E	2,800	0.00	0.00	0.00	2,800.00	0.00
10-40-7002 CAPITAL - MATERIALS & EQUIP.	135,497	0.00	132,997.00	0.00	2,500.00	98.15
TOTAL CAPITAL OUTLAY	138,297	0.00	132,997.00	0.00	5,300.00	96.17
INTERFUND-ACTIVITY						
10-40-9100 POLICE DEPT-RESERVE CAPTIAL	108,872	0.00	108,872.00	0.00	0.00	100.00
TOTAL INTERFUND-ACTIVITY	108,872	0.00	108,872.00	0.00	0.00	100.00
TOTAL POLICE DEPARTMENT	2,715,891	233,495.03	1,591,728.53	1,573.40	1,122,589.07	58.67
STREET						
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SALARY AND BENEFITS						
10-50-4010 SALARIES EXEMPT REGULAR	36,536	4,215.45	21,352.77	0.00	15,183.23	58.44
10-50-4011 SALARIES NON EXEMPT REGULAR	54,777	6,357.90	32,262.68	0.00	22,514.32	58.90
10-50-4014 LONGEVITY	1,320	110.00	719.80	0.00	600.20	54.53

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
10-50-4015 CERTIFICATION PAY	450	0.00	0.00	0.00	450.00	0.00
10-50-4016 457-PLAN	1,881	0.00	0.00	0.00	1,881.00	0.00
10-50-4021 MGR PHONE ALLOWANCE	300	25.00	165.00	0.00	135.00	55.00
10-50-4030 SALARIES OVERTIME	5,000	483.32	2,628.56	0.00	2,371.44	52.57
10-50-4100 EMPLOYEE BEN. HEALTH INSURAN	29,226	2,141.32	14,636.04	0.00	14,589.96	50.08
10-50-4110 EMPLOYEE BEN. T.M.R.S.	6,319	703.98	4,329.86	0.00	1,989.14	68.52
10-50-4120 EMPLOYEE BEN. FICA EMP. TAX	939	151.85	800.17	0.00	138.83	85.22
10-50-4130 EMPLOYEE BEN-WORKERS COMP	3,572	0.00	2,311.61	0.00	1,260.39	64.71
10-50-4140 EMPLOYEE BEN-UNEMPLOYMENT IN	540	499.55	499.55	0.00	40.45	92.51
TOTAL SALARY AND BENEFITS	140,860	14,688.37	79,706.04	0.00	61,153.96	56.59
SUPPLIES						
10-50-4505 AUTO EXPENSES-GASOLINE	7,000	392.68	2,099.63	0.00	4,900.37	29.99
10-50-4511 UNIFORMS	2,300	0.00	530.03	0.00	1,769.97	23.04
10-50-4520 DUES & SUBSCRIPTIONS	200	0.00	0.00	0.00	200.00	0.00
10-50-4526 GENERAL EXPENSES	8,000	0.00	1,765.12	0.00	6,234.88	22.06
10-50-4529 STREET - MATERIAL	10,000	2,601.10	7,574.39	0.00	2,425.61	75.74
TOTAL SUPPLIES	27,500	2,993.78	11,969.17	0.00	15,530.83	43.52
MAINTENANCE						
10-50-4600 AUTO EXPENSES-MAINTENCE & RE	1,500	42.75	1,871.14	0.00	(371.14)	124.74
10-50-4609 STREET POINT REPAIRS	30,000	1,527.75	4,230.84	0.00	25,769.16	14.10
10-50-4630 TRAFFIC CONTROL	8,000	4,264.00	4,673.75	0.00	3,326.25	58.42
TOTAL MAINTENANCE	39,500	5,834.50	10,775.73	0.00	28,724.27	27.28
SERVICES						
10-50-5027 TRAVEL & TUITION	5,100	0.00	240.04	0.00	4,859.96	4.71
10-50-5032 MEDICAL TESTING	200	0.00	0.00	0.00	200.00	0.00
TOTAL SERVICES	5,300	0.00	240.04	0.00	5,059.96	4.53
PROFESSIONAL SERVICES						
10-50-5500 CONTRACT LABOR	100,000	0.00	0.00	0.00	100,000.00	0.00
10-50-5506 PROFESS. FEES - ENGINEERING	25,000	0.00	2,368.35	0.00	22,631.65	9.47
10-50-5511 MOWING	36,676	0.00	0.00	0.00	36,676.00	0.00
TOTAL PROFESSIONAL SERVICES	161,676	0.00	2,368.35	0.00	159,307.65	1.46
EXP CATG 56-59						
10-50-5620 NUISANCE CONTROL	4,350	675.00	1,890.00	0.00	2,460.00	43.45
10-50-5627 ELECTRICAL POWER - STORM WAT	1,300	0.00	0.00	0.00	1,300.00	0.00
TOTAL EXP CATG 56-59	5,650	675.00	1,890.00	0.00	3,760.00	33.45
CAPITAL OUTLAY						
10-50-7002 CAPITAL - MATERIALS & EQUIP.	40,000	0.00	0.00	0.00	40,000.00	0.00
TOTAL CAPITAL OUTLAY	40,000	0.00	0.00	0.00	40,000.00	0.00
INFRASTRUCTURE						
INTERFUND-ACTIVITY						
10-50-9100 STREETS - RESERVE FOR CAPITA	10,777	0.00	0.00	0.00	10,777.00	0.00
TOTAL INTERFUND-ACTIVITY	10,777	0.00	0.00	0.00	10,777.00	0.00

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL STREET	431,263	24,191.65	106,949.33	0.00	324,313.67	24.80
TOTAL EXPENSES	6,881,565	427,945.74	3,036,062.37	11,573.40	3,833,929.23	44.29
REVENUE OVER/(UNDER) EXPENSES	(66,405)	(105,770.80)	2,324,447.64	(11,573.40)	(2,379,279.24)	3,482.98-

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

20 -UTILITIES
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
FEES & CHARGES	2,655,040	217,731.13	1,424,751.82	0.00	1,230,288.18	53.66
MISC REVENUE	40,410	6,175.48	23,318.63	0.00	17,091.37	57.71
INTER-FUND TRANSFER	9,000	0.00	0.00	0.00	9,000.00	0.00
TOTAL REVENUE	2,704,450	223,906.61	1,448,070.45	0.00	1,256,379.55	53.54
EXPENSE SUMMARY						
ADMINISTRATION	679,415	52,668.03	302,677.47	2,521.44	374,216.09	44.92
DEBT SERVICE	244,561	0.00	207,219.98	0.00	37,341.02	84.73
WATER SERVICE	1,235,255	105,272.31	379,627.98	8,822.54	846,804.48	31.45
SEWER DEPARTMENT	867,293	2,323.92	306,138.32	14,458.00	546,696.68	36.97
GARBAGE	332,000	0.00	134,243.49	0.00	197,756.51	40.43
TOTAL EXPENSES	3,358,524	160,264.26	1,329,907.24	25,801.98	2,002,814.78	40.37
REVENUE OVER/(UNDER) EXPENSES	(654,074)	63,642.35	118,163.21	(25,801.98)	(746,435.23)	14.12-
BEGINNING FUND BALANCE	4,187,972		4,187,971.95			
PROJECTED ENDING FUND BALANCE	3,533,898		4,306,135.16			

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

20 -UTILITIES

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
FEES & CHARGES						
20-01-5201 OTHER INCOME-UT. PERMIT & IN	40	0.00	40.00	0.00	0.00	100.00
20-01-5260 BILLING FOR SERVICE - WATER	1,250,000	101,204.87	639,769.80	0.00	610,230.20	51.18
20-01-5270 BILLING FOR SERVICE - SEWER	1,070,000	89,154.04	599,983.95	0.00	470,016.05	56.07
20-01-5280 BILLING FOR SERVICE - GARBAG	335,000	27,372.22	184,958.07	0.00	150,041.93	55.21
TOTAL FEES & CHARGES	2,655,040	217,731.13	1,424,751.82	0.00	1,230,288.18	53.66
MISC REVENUE						
20-01-5400 OTHER INCOME	12,000	2,183.97	11,076.33	0.00	923.67	92.30
20-01-5413 CREDIT CARD FEES	0	191.51	832.30	0.00	832.30	0.00
20-01-5460 OTHER INCOME - WATER TAPS	28,000	3,800.00	11,000.00	0.00	17,000.00	39.29
20-01-5470 OTHER INCOME - SEWER TAPS	410	0.00	410.00	0.00	0.00	100.00
TOTAL MISC REVENUE	40,410	6,175.48	23,318.63	0.00	17,091.37	57.71
INTER-FUND TRANSFER						
20-01-5710 TRANSFERS IN	9,000	0.00	0.00	0.00	9,000.00	0.00
TOTAL INTER-FUND TRANSFER	9,000	0.00	0.00	0.00	9,000.00	0.00
OTHER FINANCE						
TOTAL REVENUE	2,704,450	223,906.61	1,448,070.45	0.00	1,256,379.55	53.54

20 -UTILITIES

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
ADMINISTRATION						
SALARY AND BENEFITS						
20-10-4010 SALARIES EXEMPT REGULAR	89,066	10,376.62	52,714.77	0.00	36,351.23	59.19
20-10-4011 SALARIES NON EXEMPT REGULAR	247,649	28,462.57	144,621.19	0.00	103,027.81	58.40
20-10-4012 SALARIES TEMPORARY/SEASONAL	1,280	0.00	0.00	0.00	1,280.00	0.00
20-10-4014 LONGEVITY	2,912	246.40	1,564.96	0.00	1,347.04	53.74
20-10-4015 CERTIFICATION PAY	3,090	120.00	792.00	0.00	2,298.00	25.63
20-10-4016 457-PLAN	6,932	0.00	0.00	0.00	6,932.00	0.00
20-10-4020 MGR CAR ALLOWANCE	2,700	225.00	1,485.00	0.00	1,215.00	55.00
20-10-4021 MGR PHONE ALLOWANCE	600	50.00	330.00	0.00	270.00	55.00
20-10-4023 ON-CALL ALLOWANCE	10,400	1,200.00	5,980.00	0.00	4,420.00	57.50
20-10-4030 SALARIES OVERTIME	40,000	1,880.79	8,213.08	0.00	31,786.92	20.53
20-10-4100 EMPLOYEE BEN. HEALTH INSURAN	87,073	4,919.12	34,383.38	0.00	52,689.62	39.49
20-10-4110 EMPLOYEE BEN. T.M.R.S.	25,460	2,677.09	14,190.01	0.00	11,269.99	55.73
20-10-4120 EMPLOYEE BEN. FICA EMP. TAX	5,885	602.39	3,179.21	0.00	2,705.79	54.02
20-10-4130 EMPLOYEE BEN-WORKERS COMP	7,704	0.00	6,757.72	0.00	946.28	87.72
20-10-4140 EMPLOYEE BEN-UNEMPLOYMENT IN	1,713	853.86	854.59	0.00	858.41	49.89
TOTAL SALARY AND BENEFITS	532,464	51,613.84	275,065.91	0.00	257,398.09	51.66
SUPPLIES						
20-10-4505 AUTO EXPENSES-GASOLINE	7,500	356.73	1,848.30	0.00	5,651.70	24.64
20-10-4506 MACH & EQUIP - GASOLINE	1,500	0.00	0.00	0.00	1,500.00	0.00
20-10-4511 UNIFORMS	3,000	0.00	1,215.99	0.00	1,784.01	40.53
20-10-4520 DUES & SUBSCRIPTIONS	500	0.00	100.00	0.00	400.00	20.00
20-10-4521 PRINTING COSTS	5,300	0.00	0.00	0.00	5,300.00	0.00
20-10-4526 GENERAL EXPENSES	6,500	21.60	3,735.21	0.00	2,764.79	57.46
20-10-4527 POSTAGE	7,000	0.00	3,000.00	0.00	4,000.00	42.86
TOTAL SUPPLIES	31,300	378.33	9,899.50	0.00	21,400.50	31.63
MAINTENANCE						
20-10-4600 AUTO EXPENSES-MAINTENANCE & RE	4,000	76.98	499.49	0.00	3,500.51	12.49
20-10-4601 MACH & EQUIP - MAINT & REPAI	5,000	0.00	4,540.63	2,521.44	(2,062.07)	141.24
20-10-4605 COMPUTER COST-SOFTWARE & MAI	2,300	0.00	0.00	0.00	2,300.00	0.00
TOTAL MAINTENANCE	11,300	76.98	5,040.12	2,521.44	3,738.44	66.92
SERVICES						
20-10-5027 TRAVEL & TUITION	5,000	0.00	1,425.09	0.00	3,574.91	28.50
20-10-5031 EMPLOYEE MEDICAL TESTING & T	200	0.00	65.00	0.00	135.00	32.50
20-10-5032 RECRUITING BONUS	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL SERVICES	6,200	0.00	1,490.09	0.00	4,709.91	24.03
PROFESSIONAL SERVICES						
20-10-5502 PROFESS. FEES - AUDIT	11,500	0.00	7,491.70	0.00	4,008.30	65.15
20-10-5506 PROFESS. FEES - ENGINEERING	23,000	0.00	0.00	0.00	23,000.00	0.00
TOTAL PROFESSIONAL SERVICES	34,500	0.00	7,491.70	0.00	27,008.30	21.72

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

20 -UTILITIES

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXP CATG 56-59						
20-10-5630 UTILITIES-COMMUNICATIONS	6,800	598.88	3,690.15	0.00	3,109.85	54.27
TOTAL EXP CATG 56-59	6,800	598.88	3,690.15	0.00	3,109.85	54.27
OTHER SERVICES						
20-10-6012 CREDIT CARD FEES	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL OTHER SERVICES	1,000	0.00	0.00	0.00	1,000.00	0.00
DEBT SERVICES						
CAPITAL OUTLAY						
INFRASTRUCTURE						
INTERFUND-ACTIVITY						
20-10-9001 G&A ALLOCATED FROM(TO)OTHER	50,000	0.00	0.00	0.00	50,000.00	0.00
20-10-9100 UTILITIES- RESERVE FOR CAPIT	5,851	0.00	0.00	0.00	5,851.00	0.00
TOTAL INTERFUND-ACTIVITY	55,851	0.00	0.00	0.00	55,851.00	0.00
TOTAL ADMINISTRATION	679,415	52,668.03	302,677.47	2,521.44	374,216.09	44.92
DEBT SERVICE						
=====						
OTHER SERVICES						
DEBT SERVICES						
20-15-6520 PRINCIPAL/DEBT SERVICE	170,000	0.00	170,000.00	0.00	0.00	100.00
20-15-6521 INTEREST/DEBT SERVICE	74,561	0.00	37,219.98	0.00	37,341.02	49.92
TOTAL DEBT SERVICES	244,561	0.00	207,219.98	0.00	37,341.02	84.73
TOTAL DEBT SERVICE	244,561	0.00	207,219.98	0.00	37,341.02	84.73
WATER SERVICE						
=====						
SUPPLIES						
20-60-4526 GENERAL EXPENSES	4,500	31.42	586.40	0.00	3,913.60	13.03
TOTAL SUPPLIES	4,500	31.42	586.40	0.00	3,913.60	13.03
MAINTENANCE						
20-60-4607 WELL REPAIRS	15,000	47,041.92	77,093.08	0.00 (	62,093.08)	513.95
TOTAL MAINTENANCE	15,000	47,041.92	77,093.08	0.00 (	62,093.08)	513.95
PROFESSIONAL SERVICES						
20-60-5500 CONTRACT LABOR	15,000	1,120.00	7,616.00	0.00	7,384.00	50.77
20-60-5536 PROFESSIONAL FEES - ENGINEER	0	0.00	2,736.69	0.00 (	2,736.69)	0.00
TOTAL PROFESSIONAL SERVICES	15,000	1,120.00	10,352.69	0.00	4,647.31	69.02

20 -UTILITIES

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXP CATG 56-59						
20-60-5627 ELECTRICAL POWER - METER VAU	0	0.00	100.71	0.00	(100.71)	0.00
20-60-5628 ELECTRICAL POWER - WATER PLA	75,000	0.00	21,984.90	8,822.54	44,192.56	41.08
TOTAL EXP CATG 56-59	75,000	0.00	22,085.61	8,822.54	44,091.85	41.21
OTHER SERVICES						
20-60-6020 COH EMERGENCY INTERCONNECT	2,000	0.00	5,957.85	0.00	(3,957.85)	297.89
20-60-6021 COH - GROUND WATER CHARGE	263,340	53,941.16	206,099.57	0.00	57,240.43	78.26
20-60-6022 WATER SAMPLES	6,000	306.27	636.27	0.00	5,363.73	10.60
20-60-6023 WATER TREATMENT	30,000	553.95	8,856.86	0.00	21,143.14	29.52
TOTAL OTHER SERVICES	301,340	54,801.38	221,550.55	0.00	79,789.45	73.52
EXP CATG 68-69						
CAPITAL OUTLAY						
20-60-7004 WATER METERS	10,000	348.82	2,586.87	0.00	7,413.13	25.87
TOTAL CAPITAL OUTLAY	10,000	348.82	2,586.87	0.00	7,413.13	25.87
INFRASTRUCTURE						
20-60-7101 WATER LINES REPAIRS - MATERI	25,000	1,409.20	4,445.04	0.00	20,554.96	17.78
20-60-7102 NEW WATER SERVICE LINES MATE	15,000	519.57	1,792.97	0.00	13,207.03	11.95
20-60-7106 COH INTERCONNECT	675,378	0.00	39,134.77	0.00	636,243.23	5.79
TOTAL INFRASTRUCTURE	715,378	1,928.77	45,372.78	0.00	670,005.22	6.34
INTERFUND-ACTIVITY						
20-60-9100 WATER DEPARTMENT-G&A RESERVE	99,037	0.00	0.00	0.00	99,037.00	0.00
TOTAL INTERFUND-ACTIVITY	99,037	0.00	0.00	0.00	99,037.00	0.00
TOTAL WATER SERVICE	1,235,255	105,272.31	379,627.98	8,822.54	846,804.48	31.45
SEWER DEPARTMENT						
SUPPLIES						
MAINTENANCE						
20-70-4601 SEWER SYSTEM MAINTENANCE	8,000	0.00	150.00	0.00	7,850.00	1.88
20-70-4608 SEWER DEPT. - MATERIAL & LAB	22,000	83.92	613.29	14,458.00	6,928.71	68.51
TOTAL MAINTENANCE	30,000	83.92	763.29	14,458.00	14,778.71	50.74
PROFESSIONAL SERVICES						
20-70-5500 CONTRACT LABOR	20,000	2,240.00	13,888.00	0.00	6,112.00	69.44
TOTAL PROFESSIONAL SERVICES	20,000	2,240.00	13,888.00	0.00	6,112.00	69.44
EXP CATG 56-59						
20-70-5627 ELECTRICAL POWER - SEWER PLA	2,461	0.00	764.09	0.00	1,696.91	31.05
TOTAL EXP CATG 56-59	2,461	0.00	764.09	0.00	1,696.91	31.05

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

20 -UTILITIES

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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OTHER SERVICES						
20-70-6020 CITY OF HOUSTON - SEWER	800,000	0.00	290,722.94	0.00	509,277.06	36.34
TOTAL OTHER SERVICES	800,000	0.00	290,722.94	0.00	509,277.06	36.34
CAPITAL OUTLAY						
20-70-7002 CAPITAL - MATERIALS & EQUIP.	9,000	0.00	0.00	0.00	9,000.00	0.00
TOTAL CAPITAL OUTLAY	9,000	0.00	0.00	0.00	9,000.00	0.00
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INFRASTRUCTURE						
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INTERFUND-ACTIVITY						
20-70-9100 SEWER DEPARTMENT G&A RESERVE	5,832	0.00	0.00	0.00	5,832.00	0.00
TOTAL INTERFUND-ACTIVITY	5,832	0.00	0.00	0.00	5,832.00	0.00
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TOTAL SEWER DEPARTMENT	867,293	2,323.92	306,138.32	14,458.00	546,696.68	36.97
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GARBAGE						
=====						
SUPPLIES						
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EXP CATG 56-59						
20-80-5621 GARBAGE CONTRACT	332,000	0.00	134,243.49	0.00	197,756.51	40.43
TOTAL EXP CATG 56-59	332,000	0.00	134,243.49	0.00	197,756.51	40.43
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INFRASTRUCTURE						
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TOTAL GARBAGE	332,000	0.00	134,243.49	0.00	197,756.51	40.43
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TOTAL EXPENSES	3,358,524	160,264.26	1,329,907.24	25,801.98	2,002,814.78	40.37
REVENUE OVER/(UNDER) EXPENSES	(654,074)	63,642.35	118,163.21	(25,801.98)	(746,435.23)	14.12-

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

25 -CIP FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
MISC REVENUE	2,500	999.58	7,103.05	0.00	(4,603.05)	284.12
INTER-FUND TRANSFER	1,250,000	0.00	0.00	0.00	1,250,000.00	0.00
TOTAL REVENUE	<u>1,252,500</u>	<u>999.58</u>	<u>7,103.05</u>	<u>0.00</u>	<u>1,245,396.95</u>	<u>0.57</u>
EXPENSE SUMMARY						
STREET IMPROVEMENT	4,009,140	164,706.56	1,112,649.17	0.00	2,896,490.83	27.75
GO BOND 2015	11,300,998	279,612.69	631,149.78	0.00	10,669,848.22	5.58
TOTAL EXPENSES	<u>15,310,138</u>	<u>444,319.25</u>	<u>1,743,798.95</u>	<u>0.00</u>	<u>13,566,339.05</u>	<u>11.39</u>
REVENUE OVER/(UNDER) EXPENSES	(14,057,638)	(443,319.67)	(1,736,695.90)	0.00	(12,320,942.10)	12.35
BEGINNING FUND BALANCE	16,215,984		16,215,983.99			
PROJECTED ENDING FUND BALANCE	<u>2,158,346</u>		<u>14,479,288.09</u>			

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

25 -CIP FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISC REVENUE						
25-01-5406 INTEREST INCOME	2,500	999.58	7,103.05	0.00 (	4,603.05)	284.12
TOTAL MISC REVENUE	2,500	999.58	7,103.05	0.00 (	4,603.05)	284.12
INTER-FUND TRANSFER						
25-01-5710 TRANSFERS IN	1,250,000	0.00	0.00	0.00	1,250,000.00	0.00
TOTAL INTER-FUND TRANSFER	1,250,000	0.00	0.00	0.00	1,250,000.00	0.00
OTHER FINANCE						
TOTAL REVENUE	1,252,500	999.58	7,103.05	0.00	1,245,396.95	0.57

25 -CIP FUND

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
STREET IMPROVEMENT =====						
MAINTENANCE						
PROFESSIONAL SERVICES						
25-50-5539 PROFESS. FEES - ENG BRACHER	112,013	6,412.48	45,263.94	0.00	66,749.06	40.41
25-50-5540 PROFESS. FEES - ENG SIDEWALK	15,330	0.00	7,837.50	0.00	7,492.50	51.13
25-50-5541 ENG. - LUPTON COURT	63,420	18,911.46	18,911.46	0.00	44,508.54	29.82
25-50-5544 PROFESS. FEES - CONNECTIVITY	75,000	0.00	24,642.18	0.00	50,357.82	32.86
TOTAL PROFESSIONAL SERVICES	265,763	25,323.94	96,655.08	0.00	169,107.92	36.37
OTHER SERVICES						
EXP CATG 68-69						
25-50-6945 STREET LIGHT REPLACEMENT	200,000	0.00	8,762.00	0.00	191,238.00	4.38
25-50-6946 KATY FREEWAY NOISE REDUCTION	46,800	46,800.00	46,800.00	0.00	0.00	100.00
TOTAL EXP CATG 68-69	246,800	46,800.00	55,562.00	0.00	191,238.00	22.51
INFRASTRUCTURE						
25-50-7107 DRAINAGE	18,000	0.00	0.00	0.00	18,000.00	0.00
25-50-7502 CONECTIVITY & ENHANCEMENT	175,000	0.00	0.00	0.00	175,000.00	0.00
25-50-7503 PW - PRE-ENGINEER BUILDING	378,000	0.00	0.00	0.00	378,000.00	0.00
25-50-7513 INFRASTRUCTURE -BRACHER	2,235,677	92,582.62	960,432.09	0.00	1,275,244.91	42.96
25-50-7515 INFRASTRUCTURE - LUPTON COUR	604,000	0.00	0.00	0.00	604,000.00	0.00
25-50-7516 INFRASTRUCTURE - SIDEWALK	85,900	0.00	0.00	0.00	85,900.00	0.00
TOTAL INFRASTRUCTURE	3,496,577	92,582.62	960,432.09	0.00	2,536,144.91	27.47
TOTAL STREET IMPROVEMENT	4,009,140	164,706.56	1,112,649.17	0.00	2,896,490.83	27.75
GO BOND 2015 =====						
PROFESSIONAL SERVICES						
25-51-5540 ENG. SPRING OAK E/W	136,398	147,064.30	280,651.87	0.00	(144,253.87)	205.76
25-51-5542 PF. CITY HALL/POLICE STATION	864,600	110,166.52	299,316.04	0.00	565,283.96	34.62
25-51-5543 PROFESS. FEE - CITY HALL/PD	0	22,381.87	51,181.87	0.00	(51,181.87)	0.00
TOTAL PROFESSIONAL SERVICES	1,000,998	279,612.69	631,149.78	0.00	369,848.22	63.05
INFRASTRUCTURE						
25-51-7514 INFRASTRUCTURE - SPRING OAK	4,000,000	0.00	0.00	0.00	4,000,000.00	0.00
25-51-7516 INFRASTRUCTURE - CH/POLICE S	6,300,000	0.00	0.00	0.00	6,300,000.00	0.00
TOTAL INFRASTRUCTURE	10,300,000	0.00	0.00	0.00	10,300,000.00	0.00
TOTAL GO BOND 2015	11,300,998	279,612.69	631,149.78	0.00	10,669,848.22	5.58
TOTAL EXPENSES	15,310,138	444,319.25	1,743,798.95	0.00	13,566,339.05	11.39
REVENUE OVER/(UNDER) EXPENSES	(14,057,638)	(443,319.67)	(1,736,695.90)	0.00	(12,320,942.10)	12.35

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

30 -DEBT SERVICE
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
PROPERTY TAXES	925,586	5,081.83	899,847.12	0.00	25,738.88	97.22
TOTAL REVENUE	<u>925,586</u>	<u>5,081.83</u>	<u>899,847.12</u>	<u>0.00</u>	<u>25,738.88</u>	<u>97.22</u>
EXPENSE SUMMARY						
DEBT SERVICE	925,586	0.00	718,951.57	0.00	206,634.43	77.68
TOTAL EXPENSES	<u>925,586</u>	<u>0.00</u>	<u>718,951.57</u>	<u>0.00</u>	<u>206,634.43</u>	<u>77.68</u>
REVENUE OVER/(UNDER) EXPENSES	0	5,081.83	180,895.55	0.00 (	180,895.55)	0.00
BEGINNING FUND BALANCE	4,749		4,748.87			
PROJECTED ENDING FUND BALANCE	<u>4,749</u>		<u>185,644.42</u>			

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

30 -DEBT SERVICE

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PROPERTY TAXES						
30-01-5100 AD VALOREM - CURRENT YEAR	925,586	4,956.08	897,708.66	0.00	27,877.34	96.99
30-01-5103 AD VALOREM - PENALTY & INTER	0	125.75	2,138.46	0.00	(2,138.46)	0.00
TOTAL PROPERTY TAXES	925,586	5,081.83	899,847.12	0.00	25,738.88	97.22
MISC REVENUE	_____	_____	_____	_____	_____	_____
INTER-FUND TRANSFER	_____	_____	_____	_____	_____	_____
OTHER FINANCE	_____	_____	_____	_____	_____	_____
TOTAL REVENUE	925,586	5,081.83	899,847.12	0.00	25,738.88	97.22

CITY OF SPRING VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2016

30 -DEBT SERVICE

% OF YEAR COMPLETED: 58.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
DEBT SERVICE =====						
DEBT SERVICES						
30-15-6520 BOND - PRINCIPAL	400,000	0.00	400,000.00	0.00	0.00	100.00
30-15-6521 BOND - INTEREST	523,586	0.00	318,951.57	0.00	204,634.43	60.92
30-15-6700 MAINTENANCE FEE/DEBT SERVICE	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL DEBT SERVICES	925,586	0.00	718,951.57	0.00	206,634.43	77.68
<hr/>						
TOTAL DEBT SERVICE	925,586	0.00	718,951.57	0.00	206,634.43	77.68
<hr/>						
TOTAL EXPENSES	925,586	0.00	718,951.57	0.00	206,634.43	77.68

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT PORTFOLIO - SUMMARY
March 31, 2016**

<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	\$ 19,384,425.48	\$ 19,384,425.48	\$ 19,384,425.48	78.95%
Certificates of Deposit (CDs)	964,601.33	964,601.33	964,601.33	3.93%
Investment Pool	3,498,118.20	3,498,118.20	3,498,118.20	14.25%
Money Market/Savings	<u>705,478.19</u>	<u>705,478.19</u>	<u>705,478.19</u>	<u>2.87%</u>
	<u>\$ 24,552,623.20</u>	<u>\$ 24,552,623.20</u>	<u>\$ 24,552,623.20</u>	<u>100.00%</u>

Weighted Average Maturity * 25 Days
 Weighted Average Yield* 0.8009%
 Comparative Yields: 3-month Tsy Bill 0.2100%
 6-month Tsy Bill 0.3900%
 2-year Tsy Note 0.7300%

* Does include cash accounts

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:



 Michelle Yi, City Treasurer

**CITY OF SPRING VALLEY VILLAGE
SUMMARY INVESTMENT REPORT
For the Quarter Ended March 31, 2016**

Account Description	Date		Rate/ Coupon	Purchase Yield	Purchase Price	Market Price	Face Amount	Beginning Values @ 10/1/15		Ending Values @ 3/31/16		Accrued Interest
	Purchase	Maturity						Book Value	Market Value	Book Value	Market Value	
Cash Accounts												
Wells Fargo - General/Utility	03/31/16	04/01/16	0.1400%	0.1400%	\$ -	\$ -	\$ 17,991,676.43	\$ 18,778,195.84	\$ 18,778,195.84	\$ 17,991,676.43	\$ 17,991,676.43	\$ -
Wells Fargo - Child Safety Fee	03/31/16	04/01/16	0.1400%	0.1400%	-	-	37,543.33	35,224.58	35,224.58	37,543.33	37,543.33	-
Wells Fargo - Savings	03/31/16	04/01/16	0.1400%	0.1400%	-	-	414,707.45	414,520.36	414,520.36	414,707.45	414,707.45	-
Wells Fargo - Court On-Line Pay	03/31/16	04/01/16	0.0500%	0.0500%	-	-	694,607.77	694,375.41	694,375.41	694,607.77	694,607.77	-
Wells Fargo - Reserved for Bond	03/31/16	04/01/16	-	-	-	-	245,890.50	245,890.50	245,890.50	245,890.50	245,890.50	-
Sub-total							<u>19,384,425.48</u>	<u>20,168,206.69</u>	<u>20,168,206.69</u>	<u>19,384,425.48</u>	<u>19,384,425.48</u>	<u>-</u>
Certificates of Deposit												
Memorial City Bank #632083	11/30/15	11/29/16	0.5000%	0.5000%	-	-	209,838.39	207,275.20	207,275.20	209,838.39	209,838.39	91.98
Allegiance Bank #1002083862	12/18/15	12/17/16	0.6000%	0.6000%	-	-	207,853.58	204,001.30	204,001.30	207,853.58	207,853.58	358.76
Independence Bank #2606747	01/29/15	01/29/16	0.6000%	0.6000%	-	-	-	153,334.94	153,334.94	-	-	-
Plains State Bank #4045800	02/19/15	02/19/16	0.4000%	0.4000%	-	-	105,207.48	105,207.48	105,207.48	105,207.48	105,207.48	46.12
Plains State Bank #4180500	03/25/15	03/25/16	0.4000%	0.4000%	-	-	101,917.70	100,000.00	100,000.00	101,917.70	101,917.70	5.58
Metro Bank #9262346	03/04/15	04/04/16	0.4450%	0.4450%	-	-	101,503.36	101,279.62	100,827.97	101,503.36	101,503.36	-
Spirit of Texas Bank #220558	03/02/15	03/02/16	0.5000%	0.5000%	-	-	238,280.82	234,176.36	234,176.36	238,280.82	238,280.82	96.55
Sub-total							<u>964,601.33</u>	<u>1,105,274.90</u>	<u>1,104,823.25</u>	<u>964,601.33</u>	<u>964,601.33</u>	<u>598.99</u>
Investment Pools												
TexPool - General Fund	03/31/16	04/01/16	0.2149%	0.2149%	100.000	100.000	3,498,118.20	1,495,724.60	1,494,951.33	3,498,118.20	3,498,118.20	-
Sub-total							<u>3,498,118.20</u>	<u>1,495,724.60</u>	<u>1,494,951.33</u>	<u>3,498,118.20</u>	<u>3,498,118.20</u>	<u>-</u>
Money Market/Savings Accounts												
Green Bank	03/31/16	04/01/16	0.5000%	0.5000%	-	-	229,889.99	229,314.53	228,171.06	229,889.99	229,889.99	-
Preferred Bank	03/31/16	04/01/16	0.1500%	0.1500%	-	-	235,816.63	235,639.37	235,277.49	235,816.63	235,816.63	-
Third Coast Bank	03/31/16	04/01/16	0.6000%	0.6000%	-	-	239,771.57	239,052.52	237,622.86	239,771.57	239,771.57	-
Sub-total							<u>705,478.19</u>	<u>704,006.42</u>	<u>701,071.41</u>	<u>705,478.19</u>	<u>705,478.19</u>	<u>-</u>
Total							<u>\$ 24,552,623.20</u>	<u>\$ 23,473,212.61</u>	<u>\$ 23,469,052.68</u>	<u>\$ 24,552,623.20</u>	<u>\$ 24,552,623.20</u>	<u>\$ 598.99</u>

**CITY OF SPRING VALLEY VILLAGE
INVESTMENT ACTIVITY REPORT
Fiscal Year 2016 through March 31, 2016**

Account Description	Date		Rate/ Coupon	Face Amount	Beginning Balance		Fiscal Year-To-Date Activity			Ending Balance	
	Purchase	Maturity			10/01/15 Book Value	10/01/15 Market Value	Deposits/ Purchases	Withdrawals/ Maturities/Calls	Incr/(Decr) Market Value	03/31/16 Book Value	03/31/16 Market Value
Cash Accounts											
Wells Fargo - General/Utility	03/31/16	04/01/16	0.0000%	\$ 17,991,676.43	\$ 18,778,195.84	\$ 18,778,195.84	\$ 7,424,162.96	\$ 8,210,682.37	-	\$ 17,991,676.43	\$ 17,991,676.43
Wells Fargo - Child Safety Fee	03/31/16	04/01/16	0.0000%	37,543.33	35,224.58	35,224.58	2,321.46	2.71	-	37,543.33	37,543.33
Wells Fargo - Savings	03/31/16	04/01/16	0.0000%	414,707.45	414,520.36	414,520.36	187.09	-	-	414,707.45	414,707.45
Wells Fargo - Court On-Line Pay	03/31/16	04/01/16	0.0000%	694,607.77	694,375.41	694,375.41	232.36	-	-	694,607.77	694,607.77
Wells Fargo - Bond Reserved				245,890.50	245,890.50	245,890.50	-	-	-	245,890.50	245,890.50
Sub-total				<u>19,384,425.48</u>	<u>20,168,206.69</u>	<u>20,168,206.69</u>	<u>7,426,903.87</u>	<u>8,210,685.08</u>	<u>-</u>	<u>19,384,425.48</u>	<u>19,384,425.48</u>
Certificates of Deposit											
Memorial City Bank #632083	11/30/14	11/29/15	0.7300%	209,838.39	207,275.20	207,275.20	2,563.19	-	-	209,838.39	209,838.39
Allegiance Bank #1002083862	12/18/15	12/17/16	0.6000%	207,853.58	204,001.30	204,001.30	3,852.28	-	-	207,853.58	207,853.58
Independence Bank #2606747	01/29/14	01/29/15	1.0400%	-	-	-	-	-	-	-	-
Plains State Bank #4045800	02/19/14	02/19/15	1.0000%	105,207.48	105,207.48	105,207.48	-	-	-	105,207.48	105,207.48
Plains State Bank #	03/25/14	03/25/15	0.7500%	101,917.70	100,000.00	100,000.00	1,917.70	-	-	101,917.70	101,917.70
Metro Bank	03/04/14	03/04/15	0.6000%	101,503.36	101,279.62	101,279.62	223.74	-	-	101,503.36	101,503.36
Spirit of Texas Bank #220558	03/02/14	09/02/15	0.5100%	238,280.82	234,176.36	234,176.36	4,104.46	-	-	238,280.82	238,280.82
Sub-total				<u>964,601.33</u>	<u>951,939.96</u>	<u>951,939.96</u>	<u>12,661.37</u>	<u>-</u>	<u>-</u>	<u>964,601.33</u>	<u>964,601.33</u>
Investment Pools											
TexPool - General Fund	03/31/16	04/01/16	0.1311%	3,498,118.20	1,495,724.60	1,495,724.60	2,002,393.60	-	-	3,498,118.20	3,498,118.20
Sub-total				<u>3,498,118.20</u>	<u>1,495,724.60</u>	<u>1,495,724.60</u>	<u>2,002,393.60</u>	<u>-</u>	<u>-</u>	<u>3,498,118.20</u>	<u>3,498,118.20</u>
Money Market/Savings Accounts											
Green Bank	03/31/16	04/01/16	0.5000%	229,889.99	229,314.53	229,314.53	575.46	-	-	229,889.99	229,889.99
Preferred Bank	03/31/16	04/01/16	0.1500%	235,816.63	235,639.37	235,639.37	177.26	-	-	235,816.63	235,816.63
Third Coast Bank	03/31/16	04/01/16	0.6000%	239,771.57	239,052.52	239,052.52	719.05	-	-	239,771.57	239,771.57
Sub-total				<u>705,478.19</u>	<u>704,006.42</u>	<u>704,006.42</u>	<u>1,471.77</u>	<u>-</u>	<u>-</u>	<u>705,478.19</u>	<u>705,478.19</u>
Total				<u>\$ 24,552,623.20</u>	<u>\$ 23,319,877.67</u>	<u>\$ 23,319,877.67</u>	<u>\$ 9,443,430.61</u>	<u>\$ 8,210,685.08</u>	<u>\$ -</u>	<u>\$ 24,552,623.20</u>	<u>\$ 24,552,623.20</u>

SPRING VALLEY LEGACY FUND, INC
STATEMENT OF REVENUE AND EXPENSE
AS OF APRIL 30, 2016

SUPPORT AND REVENUE	
CONTRIBUTIONS	\$ 33,900.00
MISC	\$ 6,519.40
TOTAL SUPPORT AND REVENUE	<u>\$ 40,419.40</u>
EXPENSES (BY PROGRAM)	
FLOWERS FOR MEMORIAL PD	\$ 85.80
K-9	\$ 29,541.69
TOTAL EXPENSES	<u>\$ 29,627.49</u>
EXCESS OF SUPPORT AND REVENUE OVER EXPENSES	<u><u>\$ 10,791.91</u></u>
FUND BALANCES AT BEGINNING OF FISCAL YEAR	
FUND BALANCE AT END OF FISCAL YEAR	



Memorandum

To: Mayor Tom Ramsey
City Council

From: Stephen Ashley, City Administrator

Date: May 24, 2016

Subject: Report from City Administrator

I-01-2014 (Ongoing) The building is complete. The 2nd floor remains available. The restaurant (Peli Peli) continues to move forward with construction.

I-02-2014 (Ongoing) Adkins Building. The Med Spa on the 1st floor, the 3rd and 5th floors are ready for final inspection.

PW-01-2014 (Ongoing) COH Surface Water connection. The project remains on hold while the well is down. The Programmable Logic Controller cannot be tested until both water sources are available.

PW-02-2014 (Ongoing) Bracher Area Project is approximately 98 % complete. The contractor has finished sealing all the joints. 1-yard remains to be sodded (Zoysia Grass). The shrubbery is going in at the end of the cul-de-sac. Conrad Construction is scheduled to mobilize on Lupton Ct. min June. Notification has been mailed top Lupton Ct. residents.

PW-01-2015 (Ongoing) Sidewalk Improvement north side of Westview. Bid awarded on 4/26/2016. Preconstruction meeting set for 05/26/2016. NTP expected to be issued on 06/06/2016.

PW-02-2015 (Ongoing) Spring Oaks East & West (SOEW). Angel Brothers continue with the water line installation.

PW-04-2015 (Ongoing) Street Restriping. Batterson completed the thermoplastic striping at intersections and the Bingle crosswalk. Getting back on their schedule to place "Pedestrian Crossing (Ped Xing) in both the North and South lanes of Binge. Harris County was delayed with the opening of the thoroughfares through both the Addicks and Barker reservoirs.

PW-01-2016 (Ongoing) Water Well. The well is 3-weeks behind schedule due to weather and changes in Alsay staff. Alsay is to Mobilize on 05/23/2016 with three weeks necessary to get the well back into service.

PW-02-2016 (Ongoing) Fire Hydrant Painting. Texas Hydrant Services has begun an inventory of SVV fire hydrants. They will begin testing and repairs prior to painting.

PW-03-2016 (Completed) Speed Hump. The City has ordered and received the speed hump to be placed on Bracher south of the Spring Branch Creek Bridge. PW crew will install in the next week.

PW-04-2016 Traffic Controller Assembly. Two (2) Replacement Cabinet/Signal Controller Assemblies have been order for the intersections of Bingle & Winningham and Campbell & Westview. Both of these controllers have issues and are in need of replacement. The new cabinet assemblies should arrive and be installed in late June or early July.

PW-05-2016 (Ongoing) Ceiling Fans in Pavilion. Currently getting quotes. There are no exposed beams and may be a challenge. Will bring quotes back to council in June.

A-01-2014 (Ongoing) City Hall/Police Department – Balfour Beatty has the construction documents out for bid. The contractor has moved on to the jobsite and is locating utilities.

A-02-2015 (Ongoing) Advanced Metering Initiative (AMI). Siemen's continues to perform meter audit. Additional information is needed from the UB software. They are working with Tyler Tech to retrieve.

A-03-2016 (Ongoing) Lot Drainage Ordinance. Working with ARKK to develop and finalize a Lot Drainage Ordinance. The purpose of the Ordinance would be to provide guidance for designing an effective storm water management plan and drainage system for new or redeveloped residential lots.

A-04-2016 (Ongoing) FY 2017 Budget. Budget packets have been sent to all departments. Budget requests are due back to Finance on 06/10/216

Robert L. Farrar, Jr.
Reeta P. Farrar

8844 Cavell Lane
Houston, Texas 77055

Phone: 832.203.5247

bob@palopintoland.com
reetabrazil@yahoo.com

Fax: 713.622.7672

May 18, 2016

EVENT: Spring Valley City Council Monthly Meeting

AT ISSUE: \$1,846.88 paid by Farrar in December 2015 and January 2016 for expenses incurred repairing Farrar's house sewer main at 8844 Cavell Street from damage caused by construction contractors conducting water and sewer line work on behalf of the City of Spring Valley Village.

PURPOSE: To request that the City accept full financial responsibility for the damage to my sewer main caused by its own contractors.

PERSONAL: I purchased 8844 Cavell on September 30, 2005 and since I've owned this property, I have never dug a hole anywhere on my lot other than to plant a few shrubbery/flowers and no where near your manhole in my front yard.

I am a good Spring Valley resident ... my taxes and water bills are current. I follow the rules regarding my garbage pickup and I have come to jury duty when called.

SUMMARY: There have been 2 Spring Valley projects conducted on Cavell Street that are responsible for doing \$1,846.88 damage to the sewer main leading from my house to your manhole.

The first was water line work associated with the Bace Road project about February 2012 by AAA Paving. This is the project whereby a deep hole was dug on the east side of the manhole to access 3 water lines being spliced by AAA.

During this work AAA broke my sewer main. Rather than properly replacing the broken PVC the contractor simply covered the sewer line with a piece of sheet metal and back filled the hole.

Miguel Gonzales witnessed the AAA employee's patch, not repair "patch", the hole and leave. See the signed statement included.

Sewer line work on Cavell was conducted in late 2014 by PM Construction and Rehab. This project consisted of pipe bursting of the existing sewer main on the north side of Cavell and running through the manhole in my front yard.

PM dug a deep hole on the west side of the manhole and during operations the pipe bursting which continued through the manhole to access the last manhole at the end of Cavell.

When the bursting went through the manhole it came within inches of the "patched" sewer main thereby creating enough "explosive jar" to cause the seethe on the patch to become loose. Eventually, about a year later, it totally broke loose and created blockage in my sewer main. Hence, my expense was incurred to properly repair same.

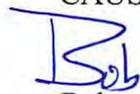
CONSIDER: In the last 10+ years no one except Spring Valley contractors have dug any where near my damaged sewer main.

Both contractors repaired private driveways, and other facilities, that were damaged by their work at no cost to the individual properties involved.

It's a difficult puzzle to figure out how it happened, but I spent the time investigating the circumstances to come to the correct and only conclusion. As simply put by one of my neighbors, "who else could have done it? Spring Valley was the only one there."

Plus, we have an eye witness to the "patch".

PLEASE ACCEPT MY APPRECIATION FOR YOUR TIME, CONSIDERATION AND FULL REIMBURSEMENT OF MY EXPENSE TO REPAIR THE DAMAGE CAUSED BY YOUR CONTRACTORS. THANK YOU!


Bob

Robert L. Farrar, Jr.
Reeta P. Farrar

8844 Cavell Lane
Houston, Texas 77055

Phone: 832.203.5247

bob@palopintoland.com
reetabrazil@yahoo.com

Fax: 713.622.7672

May 15, 2016

	<u>Cavell</u>		<u>Cavell</u>
Chris & Heather Talbert	8860	Kyle & Debra Sears	8841
Julie Rifaat	8856	Jerry & Sharon Turner	8845
Richard & Edna Wilshusen	8852	Garrett & Callie Griffin	8849
Carl & Amanda	8848	Howard & Hiroko Lamont	8853
Bob & Beverly Ywaddell	8840	Wade Sadler	8857
		Robin Cavanaugh	8861

Re: Damage to Farrar's Sewer Main
City Council Hearing

Neighbors:

EVENT: Spring Valley City Council Monthly Meeting

DATE: May 24, 2016

TIME: 6:00 pm

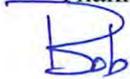
LOCATION: Spring Valley City Hall
1025 Campbell Road

AT ISSUE: \$1,846.88 paid by Farrar in December 2015 and January 2016 for expenses incurred repairing Farrar's house sewer main at 8844 Cavell Street from damage caused by construction contractors conducting water and sewer line work on behalf of the City of Spring Valley Village.

PURPOSE: To request that the City accept full financial responsibility for the damage to my sewer main caused by its own contractors.

If it is convenient, please attend and support our request for full reimbursement.

Thank you,



Bob

May 14, 2016

Re; Sewer Line Damage at 8844 Cavell Street

To Whom It May Concern:

I, Miguel Gonzales, witnessed 2 contractor's employees patch a broken sewer main with a piece of sheet metal at 8844 Cavell Street about 2 – 3 years ago.

Miguel Gonzales
Miguel Gonzales



10515 OKANELLA #100
HOUSTON, TX 77041

Relations
(866) 803-0879

DISPATCH	7:20
TIME WINDOW	
ARRIVAL	3:00

INVOICE: 913
38284

License # TACL043711E - J. Dooley, MPL17251 - D. Calvert, TECL19006 - M. Perryman

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NAME Rob FARRAR	PH# 832-763-5247	BILL TO 315	<input type="checkbox"/> RP <input type="checkbox"/> MT	DATE 1/11/16	<input type="checkbox"/> C
ADD 8844 CAVELL ST	PH#	BILL ADD 4545 Post Oak Pk	<input type="checkbox"/> CB <input type="checkbox"/> AW	CALL # 8716300	
C/ST/ZIP HOU TX 77055	EMAIL	C/ST/ZIP HOU TX 77027	<input type="checkbox"/> TO	TECH # 145	
			<input type="checkbox"/> OT		

DIAGNOSIS/RECOMMENDATIONS

MAKE	MODEL	SERIAL	APPROX. AGE				
A.							
B.							
SUCTION PSI	SUPER HEAT	LIQUID PRESS	SUB-C	COMP AMPS	ODB OWB		
1	1	1	1	1	1		
IWB	IDB	FAN AMPS	GAS PRESSURE	ELECTRIC HEAT AMPS	TEMP RISE	RECOVERED REFRIGERANT	
		1	1	1	1	LBS/ LBS	
DAMAGE? <input type="checkbox"/> NO <input type="checkbox"/> YES-See separate "Report". Tech initials						STANDARD	HSP SYSTEMS
ORIGINAL SERVICE REQUEST							
Customer had drain line clog							
on 12/27/15. Home plugged							
Back up 1/11/16.							
Insulation Level _____ in.		Rad Bar Yes / No					
See Recommendations Addendum Option # _____							

CODE #	DESCRIPTION OF SERVICES, PARTS AND WORK PERFORMED	PRICE
SP122	CAMERA / LINE LOCATE in front yard. Notice callous drain 16" deep. Estimate to replace that section.	395.00
		215.00
		1683.00
	Estimate to line drain	2475.00

The estimated price does not include sales or other tax, if any, or cover unforeseen parts or labor, which may be needed after the work begins. Written customer authorization will be obtained before beginning any additional or extended work. I authorize the performance of the work, subject to all the terms and conditions set forth on the reverse side hereof, plus any taxes upon completion.

You, the buyer, may cancel this transaction, at any time prior to midnight of the third business day after the date of this transaction if, and only if, the merchant breaches an express warranty or negligently installs the goods or services in violation of an applicable building code. See the attached Notice of Cancellation form for an explanation of this right.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

Signature: *[Signature]* Date: _____

SUBTOTAL	1683.00
TRUCK OPERATING SUPPLIES	\$15.00
ORIG. EST. (+ SALES TAX)	1683.00
Est. date of comp.	

WARRANTY ITEM(S)	PARTS:	LABOR:	DIAGNOSTIC FEE
	PARTS:	LABOR:	SUBTOTAL
PAYMENT METHOD			<input type="checkbox"/> RENEW HSP
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK # _____ PO # _____			<input type="checkbox"/> PURCHASE
<input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> DISC <input type="checkbox"/> AMEX <input type="checkbox"/> OTHER			TRUCK OPERATING SUPPLIES \$15.00
CC LAST 4# _____ EXP _____ AUTH # 575639			COMM TAX
My signature below acknowledges that the work has been completed and I agree to the sum total of the charges and payment method.			TOTAL 1683.00
Print Name	Signature <i>[Signature]</i>		Date 1/11/16
Please contact me about future offers.			<input type="checkbox"/>



Strutton Plumbing Company, Inc.

5805 Cypress Street
Houston, TX 77074-7820

Phone: 713-774-9197
Fax: 713-774-7114

Invoice

Date	Invoice #
1/5/2016	41519

Bill To

Bob Farrar
8844 Cavell Lane
Houston, TX 77057

Job Address

PLEASE REMIT PAYMENTS TO:
P.O. BOX 934
BELLAIRE, TX 77402-934

Invoices are due upon receipt

Work Order	Terms	Work Date	Crew
55088	On Receipt	1/5/2016	SEG

Description	Units	Price	Amount
Repair broken sewer line in front yard marked by ARS.		1,485.00	1,485.00

ROBERT L FARRAR, JR
4545 POST OAK PLACE DR. STE. 315
HOUSTON, TX 77027-3164

1606
35-1054/1130
21500

1/4/16 Date

Pay to the Order of

Strutton Plumbing Company \$ 1,485.00
Fourteen hundred, eighty-five and 00/100

BBVA Compass Compass Bank Houston, TX

Robert Farrar, Jr.

For

⑆⑆⑆30⑆054⑆⑆⑆ 00⑆94803⑆72⑆ ⑆606

(M) 281.830.3869

WE APPRECIATE YOUR BUSINESS

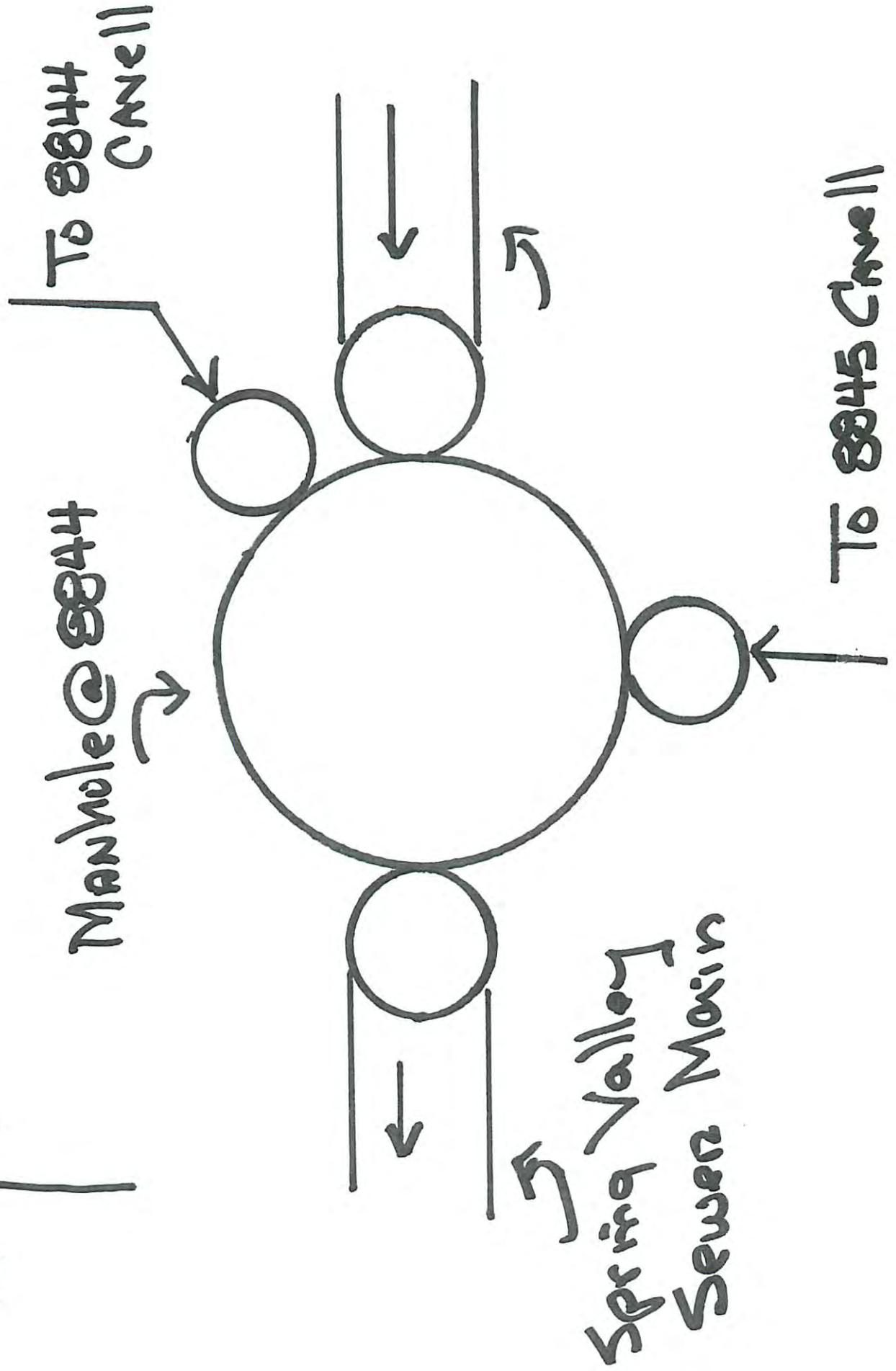
All balances over 30 days old will be charged a service fee of 1.5% per month (18% annually)

Total \$1,485.00

Project Supervisor
Stephen Gold

This firm operates under the licensure of the Texas State Board of Plumbing Examiners
P.O. Box 4200 Austin, Tx 78765
(512) 458-81454

N ↑





Note proximity to water lines

Sheet metal used to patch
sewer line damage

Pieces of broken sewer line

CAUTION

Section of broken sewer line





Pieces of broken sewer line



Completed Repairs
Note proximity to water lines



Completed Repairs
Note proximity to water lines

HARRIS COUNTY APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
111229000009

Tax Year: 2016



Owner and Property Information						
Owner Name & Mailing Address: FARRAR ROBERT L JR 8844 CAVELL ST HOUSTON TX 77055-6658			Legal Description: LT 9 FRIES FARM			
			Property Address: 8844 CAVELL ST HOUSTON TX 77055			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	10,056 SF	2,691 SF	7813.04	5058B	490D

Value Status Information		
Value Status	Notice Date	Shared CAD
Noticed	03/31/2016	No

Exemptions and Jurisdictions						
Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2015 Rate	2016 Rate
Residential Homestead (Multiple)	025	SPRING BRANCH ISD	172,663	Not Certified	1.394500	
	040	HARRIS COUNTY	276,263	Not Certified	0.419230	
	041	HARRIS CO FLOOD CNTRL	276,263	Not Certified	0.027330	
	042	PORT OF HOUSTON AUTHY	276,263	Not Certified	0.013420	
	043	HARRIS CO HOSP DIST	276,263	Not Certified	0.170000	
	044	HARRIS CO EDUC DEPT	276,263	Not Certified	0.005422	
	080	CITY OF SPRING VALLEY	136,263	Not Certified	0.450000	

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, 2015			Value as of January 1, 2016		
	Market	Appraised		Market	Appraised
Land	526,470		Land	526,470	
Improvement	112,530		Improvement	112,530	
Total	639,000	528,468	Total	639,000	581,314

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	52.50	52.50	525,000.00
2	1001 -- Res Improved Table Value	SF3	SF	56	1.00	0.50	1.00	--	0.50	52.50	26.25	1,470.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1980	1989	Residential Single Family	Residential 1 Family	Good	2,691 *	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 Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Average
Foundation Type	Slab
Grade Adjustment	B
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Brick / Veneer
Element	Units
Room: Total	8
Room: Full Bath	2
Room: Bedroom	4
Fireplace: Masonry Firebrick	1

Building Areas	
Description	Area
BASE AREA PRI	2,691
MAS/BRK GARAGE PRI	520
MAS/CONC PATIO PRI	200
OPEN MAS PORCH PRI	27

Bob Farrar

From: Bob Farrar [bob@palopintoland.com]
Sent: Friday, January 22, 2016 5:04 PM
To: 'cparrish@teamipr.com'
Cc: 'Erik Tschanz'
Subject: Sewer Main Damage
Attachments: Strutton Plumbing Invoice.pdf; ARS Plumbing Invoices.pdf

First try didn't work. 1st retry. 2nd retry. 3rd retry.

Collis;

Thank you for taking the time on Wednesday January 20th to listen to me explain the events surrounding the damage caused by PM Construction & Rehab LLC to my sanitary sewer main leading from my home to the City of Spring Valley's sewer truck line lying in the Cavell Lane R-O-W. Below is a complete outline of the events and the cost to me that I am requesting that PM, or Alliant Insurance, reimburse.

Name & Address: Robert L. Farrar, Jr.
 8844 Cavell Ln.
 Houston, TX 77055

 (O) 713.622.7660
 (M) 713.598.6222
bob@palopintoland.com

Location of Claim: 8844 Cavell Ln.
 Houston, TX 77055

 Sanitary Sewer
 Main Line @ Manhole
 Front Yard

PM Project: City of Spring Valley Village
 Sanitary Sewer Rehab @ Cavell Ln.

Date of Damage: 1/4th Quarter 2014

PM Insurance: Alliant Insurance Services

Policy Number: CGD740922001
 4/1/2014 – 4/1/2015

Description of Damage: Broke Personal PVC Sanitary Sewer Line
 Actually Cracked and Penetrated PVC
 Main Line Running from House to Manhole

 Severed 3 Individual Water Lines
 Servicing 3 Residences at End of Cul de Sac

Repairs Implemented: Did **Not** Repair and Replace Damaged PVC Section
 Covered with Sheet Metal Patch (**Not** secured in anyway whatsoever) and Back

Filled

Spliced Each of the 3 Copper Water Lines Together

Discovery Timeline:	Saturday	December 26, 2015	Sewer Backs Up in House ARS Makes Service Call Roto Rooter Line Invoiced Attached/Paid \$193.50
	Friday	January 1, 2016	Sewer Backs Up in House ARS Called Back to House Video Line – Discover Collapse Invoice Attached/Paid \$168.33 Quotes \$2,475 to Repair Line (We decline and look for better quote.)
Repair	Monday	January 4, 2016	Strutton Plumbing Commences
Repair	Tuesday	January 5, 2016	Strutton Plumbing Completes Invoice Attached/Paid \$1,485.00

(Please note that we were without use of our sanitary sewer for 3 days for disposing of solid waste.)

Photos During Repair:	... 2058	PVC Damage Showing Cracked Line; Not Deterioration
	... 2136	PVC Piece Excavated From Hole
	... 2148	Repaired PVC Showing Spliced Water Lines
	... 4343	Completed Repair
PVC	... 4413	Sheet Metal From Excavation; Note Curvature Where Placed Over

What Really Happened: The manhole in my yard served as your terminus for the City's sewer line rehab. During the execution of your contract your men severed the main sewer line from my house. At some time during the process they severed 3 water lines in the same hole. They did not cut and replace the damaged sewer line; they attempted to patch it with a piece of sheet metal that ultimately failed. (My yardman was actually present and spoke with your men made while they were deciding what to do decision. Miguel stated that they said they were not going to replace the damaged PVC and that the sheet metal patch should work. During the actual repair by Strutton was when the spliced copper water lines were observed. About year later the damage showed in my sewer line.

Confirmation Contacts:

Robert I. Farrar, Jr.	See Above	I experienced the sewer back up, witnessed the repair and took the photos during the repair. I paid the bills.
Miguel Gonzales	832.618.7222	Was present when your crew made decision to patch the sewer line with sheet metal. My Yardman
Stephen – Supervisor	713.774.9197	Can provide actual testimony of what was present whe hole was opened up. BTW they dug the hole by hand. Strutton Plumbing

Summary: Please forward your check in the amount of \$1,846.83 to my home address above. Thank you for your timely cooperation in this matter. If you would let me know what you decide to do, I would appreciate it. Furthermore, if there's anything else you need, don't hesitate to contact me.

NEW ADDRESS - EFFECTIVE FEBRUARY 1, 2016

5/17/2016

Robert L. Farrar, Jr. (Bob)
President
Palo Pinto Land Company
2400 Augusta Drive
Suite 435
Houston, TX 77057
713.622.7660 Office
713.622.7672 Fax
713.598.6222 Mobile

Bob Farrar

From: Bob Farrar [bob@palopintoland.com]
Sent: Thursday, March 17, 2016 10:07 AM
To: 'Erik Tschanz'
Subject: 8844 Cavell St

Erik;

Thank you for your call yesterday. I think it's best that I email you rather than take the chance that our conversation is misunderstood. The purpose of my asking for a meeting with you and Mr. Ashley came about as a result of my conversation with HDR Engineering, Spring Valley's engineer for the Bace Road project that you provided me information about.

Let me say that I am a permanent resident of Spring Valley Village in good standing; my ad valorem taxes and my utility bills are paid up to date. I personally feel that indirectly the well being of my family and my property is vested in this municipality. As you are aware I am out about \$2,000 in damage to my sewer main caused by two projects (a water line project and a sewer main project) authorized and implemented by Spring Valley Village.

There is something NOT right about these circumstances. I would like to go over all the details of my investigation, plus my conversation with HDR, with you and Mr. Ashley in an effort to see what can be done to help a fellow resident from being damaged by activities of the city. I look forward to your reply. I am available Friday and Monday and then out until Monday March 28th.

NEW ADDRESS - EFFECTIVE FEBRUARY 1, 2016

Robert L. Farrar, Jr. (Bob)
President
Palo Pinto Land Company
2400 Augusta Drive
Suite 435
Houston, TX 77057
713.622.7660 Office
713.622.7672 Fax
713.598.6222 Mobile

Bob Farrar

From: Bob Farrar [bob@palopintoland.com]
Sent: Friday, March 11, 2016 12:09 PM
To: 'Erik Tschanz'
Cc: 'Robert Donath'
Subject: RE: 8844 Cavell Sewer Main Damage

After talking to Harry Walker at HDR about the Bace Drive project, I think I have pretty much concluded my hypothesis about how the damage to my sewer main resulted from the two Spring Valley projects that we have been discussing.

Now, I am requesting a meeting with you and Mr. Ashley. Next week is wide open. Let me know what is most convenient for the both of you. Have a nice weekend. Thanks in advance for your help.

NEW ADDRESS - EFFECTIVE FEBRUARY 1, 2016

Robert L. Farrar, Jr. (Bob)
President
Palo Pinto Land Company
2400 Augusta Drive
Suite 435
Houston, TX 77057
713.622.7660 Office
713.622.7672 Fax
713.598.6222 Mobile

From: Erik Tschanz [mailto:ETschanz@springvalleytx.com]
Sent: Tuesday, March 01, 2016 2:54 PM
To: Bob Farrar
Cc: Robert Donath
Subject: FW: 8844 Cavell Sewer Main Damage

Mr. Farrar:

Mr. Donath is correct. The City would not have had the water line work and sanitary sewer rehabilitation work occurring concurrently. The water line work was accomplished prior to PM Construction coming in to do their work.

Sincerely,

Erik Tschanz, Public Works Director
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
etschanz@springvalleytx.com
(O) 713.465.8308
(F) 713.461.7969

From: Robert Donath [mailto:RDonath@teamipr.com]
Sent: Tuesday, March 01, 2016 2:41 PM
To: Bob Farrar <bob@palopintoland.com>; Erik Tschanz <ETschanz@springvalleytx.com>
Subject: RE: 8844 Cavell Sewer Main Damage

Bob,

In our meeting, we stated that the water line was done either prior to or after we replaced the sewer main, not at the same time. Our construction lasted 3 days according to our records.

From: Bob Farrar [<mailto:bob@palopintoland.com>]
Sent: Tuesday, March 01, 2016 1:24 PM
To: 'Erik Tschanz' <ETschanz@springvalleytx.com>
Cc: Robert Donath <RDonath@teamipr.com>
Subject: RE: 8844 Cavell Sewer Main Damage

Erik;

That is very, very strange. At our meeting this morning we (PM both the supervisor and the superintendent) were all certain that there was work going on in 2014 about the same time as PM's sewer rehab. Plus, Miguel definitely recalls the incident I previously reported to you. And, since that time my neighbor, Beverley Twaddell, has confirmed Miguel's account of what happened as she was present at the same time. Somebody dug on the east side of the manhole in my yard in 2014. I have all my neighbors that will confirm that excavation.

Robert; is there any way possible that PM did dig the hole on the east side to assist it in reaching the manhole at the very end of the cul-de-sac? Or, were you wrong about someone working on the water about the same time as you completed your 2 – 3 day job. I know for sure that there was a mess in my yard for a lot more than 2 days.

Something is missing. This just doesn't my any sense at all.

NEW ADDRESS - EFFECTIVE FEBRUARY 1, 2016

Robert L. Farrar, Jr. (Bob)
 President
 Palo Pinto Land Company
 2400 Augusta Drive
 Suite 435
 Houston, TX 77057
 713.622.7660 Office
 713.622.7672 Fax
 713.598.6222 Mobile

From: Erik Tschanz [<mailto:ETschanz@springvalleytx.com>]
Sent: Tuesday, March 01, 2016 1:11 PM
To: Bob Farrar
Subject: RE: 8844 Cavell Sewer Main Damage

Mr. Farrar:

In 2011 as part of the Bace Drive Reconstruction Project designed by Matt Hanks, P.E. of HDR Engineering there was a segment of water main on the south side of Cavell Street that was replaced by a contractor named AAA Asphalt Paving, Inc.. I was not employed here yet but I surmise AAA Asphalt (GC) may have possibly sub-contracted out this water line work to another company at that time but I do not know who it was. I looked thru some old files here at City Hall and I was able to find an insurance document relating to AAA. In regards to the inspections which took place on the water line work itself we do not have any copies of the inspector's field notes and/or daily log. Most likely the inspector was from HDR Engineering but I do not know whom that might have been. I have also asked some of the old timers here on staff and they do not recall who it was either. I can provide you their contact information to see if you could obtain that information from them:

HDR Engineering
4635 SW Freeway, Suite 1000
Houston, Texas 77027
Office (713) 622-9264
Fax (713) 622-9265

Sincerely,

Erik Tschanz, Public Works Director
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055
etschanz@springvalleytx.com
(O) 713.465.8308
(F) 713.461.7969

From: Bob Farrar [<mailto:bob@palopintoland.com>]
Sent: Tuesday, March 01, 2016 10:30 AM
To: Erik Tschanz <ETschanz@springvalleytx.com>
Cc: 'Robert Donath' <RDonath@teamipr.com>; stepheng@struttonplumbing.com
Subject: 8844 Cavell Sewer Main Damage

We all met this morning at my lot on Cavell to discuss the damage to my sewer main that occurred during Spring Valley's rehab project on Cavell in 2014. As it turns out I pretty much convinced, and we all seem to agree, that the damage was not caused by PM Construction, but by whoever had the contract for the water line work.

At your earliest convenience please email me the Certificate of Insurance for that contractor. Also, what is necessary for a taxpayer to acquire copies of your records related to this contractor's job and inspections?

Thanks in advance for your help.

NEW ADDRESS - EFFECTIVE FEBRUARY 1, 2016

Robert L. Farrar, Jr. (Bob)
President
Palo Pinto Land Company
2400 Augusta Drive
Suite 435
Houston, TX 77057
713.622.7660 Office
713.622.7672 Fax
713.598.6222 Mobile

Please consider the environment before printing this e-mail.

This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, and/or confidential. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction. Please notify the sender, by electronic mail or telephone, of any unintended recipients and delete the original message without making any copies.

Bob Farrar

From: Bob Farrar [bob@palopintoland.com]
Sent: Sunday, January 10, 2016 12:37 PM
To: 'etschanz@springvalleytx.com'
Subject: FW: Sewer Main Damage
Importance: High
Attachments: Strutton Plumbing Invoice.pdf

SOME GOOD NEWS (for me anyway) ... my yardman, Miguel Gonzales 832.618.7772, was present a year ago when your sewer contractor damaged my sewer main. Yesterday when Miguel came onto Cavell to do his weekly yard work for almost all the residents on Cavell, he and I talked about my repair that happened this last week as it related to getting my grass to stabilize and come back quickly. And then, the conversation turned toward a year ago when he was present when your contractor broke my sewer main. He was standing there when it happened and heard the entire conversation between the contractor's employees. In essence they acknowledged breaking it and decided to simply put a piece of metal over it stating that that should fix (hold) it. I remember seeing the piece of metal lying next to the hole last week, but it never occurred to me that that was part of my problem. I do have a photo of the metal and I'm sure that Strutton's boys will remember digging it up. I guess my facts from Friday below have now been borne out by an eye witness. BTW feel free to talk to anyone Miguel works for; he has a solid reputation and actually works for the 2 former commissioners (Sears and Turner) who live across the street from me.

I look forward to your response.

Bob

From: Bob Farrar [mailto:bob@palopintoland.com]
Sent: Friday, January 08, 2016 12:10 PM
To: 'etschanz@springvalleytx.com'
Subject: FW: Sewer Main Damage
Importance: High

That did no good. So I'm sending without any photos. I have them on my phone if you would like for me to come by and show them to you.

From: Bob Farrar [mailto:bob@palopintoland.com]
Sent: Friday, January 08, 2016 12:05 PM
To: 'etschanz@springvalleytx.com'
Subject: FW: Sewer Main Damage
Importance: High

1 of 2

The first time I tried it was returned as too big. I'll sent in 2 transmissions.

From: Bob Farrar [mailto:bob@palopintoland.com]
Sent: Friday, January 08, 2016 11:58 AM
To: 'etschanz@springvalleytx.com'
Subject: Sewer Main Damage
Importance: High

Erik;

Thanks for coming by my home earlier this week while we were commencing repairs to my sewer main. My address is;

8844 Cavell
77057

When I simply look at the facts, I can't reach any conclusion other than either your sewer line contractor or CenterPoint (while installing new street light standards for you) damaged my sewer main.

1. In the 10 years that I have lived at 8844 Cavell I have never had any excavation at or near that manhole in my front yard that my sewer main flows into. You can confirm this by talking to any of my neighbors; two of which are former City Council members.
2. The City of Spring Valley caused its contractor to substantially dig a "big and deep" hole at this manhole. They were using this hole and manhole as a terminus for its boring on Cavell for several weeks.
3. If you look at how the PVC was broken, you know that it was "hit" by probably a back hole tooth.

Since you are the only one who was anywhere near the damage and deep enough to do any damage, it had to be your contractor working under your direction. Rightfully, the liability should be yours.

Attached please find two photos of the damaged sewer pipe and the paid invoice. Please remit Spring Valley's check in the amount of \$1,485.00 made payable to me at the address below.

Now, if upon review, you continue to deny your financial responsibility; please arrange for me to appear before City Council at their next meeting in order to present my argument to them. Thanks for your kind consideration and I look forward to your reply.

Robert L. Farrar, Jr. (Bob)
President
Palo Pinto Land Company
4545 Post Oak Place
Suite 315
Houston, TX 77027
713.622.7660 Office
713.622.7672 Fax
713.598.6222 Mobile

MINUTES
CITY COUNCIL
PLANNING & ZONING COMMISSION
JOINT WORKSHOP
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, APRIL 12, 2016 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. CALL TO ORDER

Mayor Ramsey called the workshop to order at 6:00 p.m. then called the roll of Council Members.

Commission Member Richman called the roll of Commission Members.

2. INTRODUCTIONS

City Council Members Present:

Mayor Tom Ramsey

Council Member Bo Bothe

Mayor Pro-Tem Allen Carpenter

Council Member Trey Moeller

Council Member Aaron Stai

Council Member Marcus Vajdos (left at 6:53 p.m.)

Planning & Zoning Commission Members Present:

Chairman Trey Hoffman

Commission Member Charles Calderwood

Commission Member Patrick Johnson

Commission Member Maryellen McGlothlin

Vice-Chair Anne-Marie McMichael

Commission Member Louise Richman

City Staff Present:

Stephen Ashley, City Administrator

Roxanne Benitez, City Secretary

Art Flores, Building Official

Erik Tschanz, Public Works Director

Loren Smith, City Attorney

3. BINGLE WEST PADD REVIEW

3.1 DISCUSSION IN REGARDS TO PURPOSE AND INTENT OF BINGLE WEST PADD

Chairman Hoffman gave an overview of the Bingle West PADD.

3.2 PRESENTATION BY ARKK ENGINEERS AND DISCUSSION IN REGARDS TO CURRENT CONDITIONS AND PROPOSALS FOR THE BINGLE WEST PADD

Bobby Vasek, Michael Braun and Doug Bradford, with ARKK Engineers, gave a power point presentation regarding the Bingle West PADD, Briar Branch Creek, as

well as current and future conditions of that area.

3.3 PUBLIC COMMENTS

Comments were received by the following:

- John Burns, President of the Dads Club and lives on Voss, spoke regarding the intent of the Bingle West PADD.
- Kyle Sears, who lives on Cavell, spoke regarding his concerns of the Bingle West PADD.
- Allen Parker, who lives on Green Valley, spoke regarding noise issues and was opposed to any new development of the Bingle West PADD.
- Jeff Lindenberger, who lives on Pecan Trail, stated that issues of the Bingle West PADD were the same as they were last year and encouraged the audience to stay for the P & Z meeting.

3.4 DISCUSSION IN REGARDS TO FUTURE OF BINGLE WEST PADD

Mayor Ramsey asked for feedback from each Council Member and Commission Member. He also stated that, in his opinion, he would like to see residential development in the Bingle West PADD, accessing to Bingle Road with 10,000 square foot lots.

Council Member Stai agreed with Mayor Ramsey and stated that, in his opinion, the Bingle West PADD should be all residential with 10,000 square foot lots. He also stated that a bridge would not be a good idea.

Chairman Hoffman spoke regarding the history of the Stevenson tract and Bingle West PADD as well as the challenges of that area.

Council Member Vajdos stated that he agreed with Mayor Ramsey's, Council Member Stai's and Chairman Hoffman's comments. He also stated that he did not see a need to change the PADD.

Commission Member Johnson stated that he lives on Green Valley and would not like to see anything but residential in that area.

Council Member Carpenter stated that none of the current Council Members were on City Council when the Bingle West PADD ordinance was created. He also stated that he would be in favor of eliminating the PADD ordinance and making that entire area residential 'A'.

Commission Member McMichael stated that she concurred with all of the comments.

Council Member Bothe stated that the City needs revenue to keep going and that the Commission should consider allowing access to Voss. He also stated that he did not think anything should be that close to the creek.

Commission Member McGlothlin stated that the area was a challenged piece of property and worried about flooding.

Council Member Moeller stated that most lots in that area should be 10,000 square feet.

Commission Member Richman stated that she agreed with everyone's comments and was told, in the past, the Dads Club was going away.

Chairman Hoffman stated that the proposed project is on a 2.6 acre tract in the Bingle West PADD and could move forward if changes were made. He also stated that they need to give direction to City Administrator Ashley and Building Official Flores.

4. ADJOURNMENT

Mayor Ramsey adjourned the workshop at 6:59 p.m.

Signed: _____
Tom Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CCC II
City Secretary

**MINUTES OF THE REGULAR COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, APRIL 26, 2016 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS**

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 6:04 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro-Tem Allen Carpenter

Council Member Bo Bothe

Council Member Trey Moeller

Council Member Aaron Stai (arrived at 6:18 p.m.)

Council Member Marcus Vajdos (arrived at 6:14 p.m.)

Members Absent:

None

2. INTRODUCTIONS

Stephen Ashley, City Administrator

Darrell Bond, Chief of Police

David Dixon, Police Commissioner

Michelle Yi, Treasurer

Roxanne Benitez, City Secretary

Erik Tschanz, Public Works Director

Loren Smith, City Attorney

3. PROCLAMATIONS / ANNOUNCEMENTS

3.1 Proclamation for Safe Digging Month – April 2016

Mayor Ramsey read the proclamation declaring April 2016 as Safe Digging Month in the City of Spring Valley Village.

3.2 Proclamation for National Public Works Week – May 15-21, 2016

Mayor Ramsey read the proclamation declaring May 15-21, 2016 as Public Works Week in the City of Spring Valley Village.

3.3 Proclamation for Police Week – May 15-21, 2016

Mayor Ramsey read the proclamation declaring May 15-21, 2016 as Police Week in the City of Spring Valley Village.

4. PUBLIC COMMENTS

None

5. PUBLIC HEARING

None

Council Member Carpenter motioned, Council Member Bothe seconded, to take item 6.5 out of order. Motion carried 5-0.

6. RECEIPT OF REPORTS

6.5 Chief of Police Darrell Bond

- Commendation – Officer Elmore
Chief Bond and Commissioner Dixon presented Officer Elmore with a commendation.
- Introduction – New Employees
Chief Bond introduced the following new employees:
 - Officer Darrehshoori
 - Officer Crabtre
 - Officer Joyner
 - Officer Kubala
 - Officer Sharpen
 - Susan Caldwell, dispatcher
- Introduction – K9 Unit
Chief Bond introduced Officer Odin and his handler Officer Reyes. Officer Reyes spoke regarding the training they completed.

Chief Bond gave his report.

6.1 Mayor Tom Ramsey

- 2017 Annual Five-Year CIP Budget Future Workshops (Streets, Water Well, Park Improvements, Traffic Initiatives)
- East West Bank Opening
- Hedwig Village Police Department Opening
- City Operations Assessment Update

Mayor Ramsey gave his reports.

6.2 Council Member Allen Carpenter – Village Fire Department Commissioners Meeting

Council Member Carpenter gave his report.

6.3 Council Member Marcus Vajdos – Planning & Zoning Commission Meeting

Council Member Vajdos gave his report.

6.5 Chief of Police Darrell Bond

- Introduction – K9 Unit
Chief Bond introduced Officer Fritz and his handler Officer Chiappetta.

6.4 Council Member Trey Moeller – Civic Activities Board Meeting

Council Member Moeller gave his report.

6.6 Public Works Director Erik Tschanz

Public Works Director Tschanz gave his report.

6.7 City Treasurer Michelle Yi

City Treasurer Yi gave her report.

- 6.8 City Administrator Stephen Ashley
- April 25th Storm Initial Assessment (ARKK Engineers)
James Andrews and Doug Bradford from ARKK Engineers gave an assessment of the storm that occurred on April 18, 2016.
 - Well Update
 - CenterPoint Energy's Annual GRIP Filing
 - Traffic Initiatives Update

City Administrator Ashley gave his reports.

Council Member Stai motioned, Council Member Vajdos seconded, to take item 11.1 out of order. Motion carried 5-0.

11. EXECUTIVE SESSION

11.1 City Council will convene into Closed, Executive Session Pursuant Section 551.074 of the Texas Government Code to Deliberate Regarding Personnel Matters

Council adjourned into the Executive Session at 7:58 p.m.

Council adjourned from the Executive Session at 9:08 p.m.

The City Council meeting reconvened at 9:08 p.m.

12. TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

No action was taken.

7. PRESENTATIONS / PERSONAL APPEARANCES

None

8. CONSENT AGENDA

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

8.1 Meeting Minutes for City Council Meeting on March 22, 2016

8.2 Pay Estimate No. 9 for Reconstruction of Cedarbrook Drive, Lanell Lane, Cedardale Drive

8.3 Pay Estimate No. 3 from Alsay Incorporated for Well Rehabilitation

8.4 Pay Estimate No. 1 for Spring Oaks East & West Project

Council Member Carpenter motioned, Council Member Stai seconded, to approve all items on the consent agenda. Motion carried 5-0.

9. AUTHORIZATIONS/RESOLUTIONS/ORDINANCES

9.1 Resolution to Deny the DCRF (Distribution Cost Recovery Factor) Application proposed by the CenterPoint Energy

Council Member Stai motioned, Council Member Carpenter seconded, to approve Resolution 16-002, denying the DCRF (Distribution Cost Recovery Factor) application proposed by the CenterPoint Energy. Motion carried 5-0.

10. DISCUSSION ITEMS/ACTION ITEMS

- 10.1 Discussion and Possible Action in Regards to Changes in the Spring Valley Village Police Department General Orders Handbook

Council Member Carpenter motioned, Council Member Stai seconded, to open the item up for discussion.

Chief Bond spoke in regards to the proposed changes to the General Orders handbook.

Council Member Carpenter amended his motion; Council Member Stai seconded, to approve the changes made to Sections 3.3 and 2.6 in the Spring Valley Village Police Department General Orders handbook. Motion carried 5-0.

- 10.2 Award Bid for Westview Drive Sidewalk Improvements Project

Doug Bradford, with ARKK Engineers, stated they received three bids on the project and D.G. Medina was the lowest bidder. He also stated that the project should commence at the beginning of June.

Council Member Stai motioned, Council Member Carpenter seconded, to award the bid for the Westview Drive Sidewalk Improvement Project to D.G. Medina with Alternate No. 1. Motion carried 5-0.

- 10.3 Discussion and Possible Action in Regards to Change Order No. 3 for Reconstruction of Cedarbrook Drive, Lanell Lane, Cedardale Drive and Authorize City Administrator to Execute

Jason Brock, with Binkley & Barfield, Inc., spoke regarding the purpose of the change order.

Council Member Stai motioned, Council Member Carpenter seconded, to approve Change Order No. 3 for the reconstruction of Cedarbrook Drive, Lanell Lane, Cedardale Drive and authorizing the City Administrator to execute. Motion carried 5-0.

- 10.4 Discussion and Possible Action in Regards to Preliminary Engineering Report by LBG-Guyton Associates and Authorize City Administrator to Execute

Council Member Stai motioned, Council Member Vajdos seconded, to open the item up for discussion.

City Administrator Ashley spoke in regards to the services LBG-Guyton Associates would provide.

Council Member Stai amended his motion; Council Member Vajdos seconded, to approve the contract for preliminary engineering report services by LBG-Guyton Associates, authorize City Administrator to Execute, and pay a lump sum of \$14,500.00 which will be paid out of the Utility Fund. Motion carried 5-0.

- 10.5 Discussion and Possible Action in Regards to No Parking Signs on Bracher Street

Council Member Stai motioned, Council Member Carpenter seconded, to open the item up for discussion.

City Administrator Ashley stated that the traffic study for Bracher suggested the

signs be removed. He also stated that he can have the signs removed now and have the ordinance for action at next month's meeting.

Council Member Stai amended his motion; Council Member Carpenter seconded, to provide direction to the City Administrator to remove the signs and have notices sent to the residents. Motion carried 5-0.

10.6 Discussion and Possible Action in Regards to Changing the Dates of the City Council Meetings for September, November, and December

Council Member Stai motioned, Council Member Vajdos seconded, to change the dates of the City Council Meetings for September, November, and December to September 20, 2016, November 15, 2016 and December 13, 2016. Motion carried 5-0.

13. ADJOURNMENT

Council Member Carpenter motioned, Council Member Bothe seconded, to adjourn the meeting at 9:33 p.m.

Signed: _____
Tom Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CCC II
City Secretary



May 10, 2016

Mr. Stephen Ashley
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

**RE: Pay Estimate No. 10
Reconstruction of Cedarbrook Drive, Lanell Lane, and Cedardale Drive
BBI Job No. 155601**

Dear Mr. Ashley:

Enclosed please find one copy of the following items for the above referenced project:

1. Conrad Construction Company, LTD – Pay Estimate No. 10

The amount of Pay Estimate No. 10 is \$218,982.79

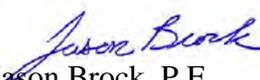
98% Construction Time Expended

80% Construction Cost Expended

Binkley & Barfield, Inc. has reviewed this application and recommends payment of the said amount.

We appreciate the opportunity to be of service. If you have any questions, or require additional information, please call me at (713) 869-3433.

Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers


Jason Brock, P.E.
Project Manager - Public Infrastructure

cc: Todd Calvin, P.E.

M:\155601_Spring Valley Bracher\3.09_Construction Phase\Pay Application\Pay Application No. 10\Pay Application No. 10.docx

**CONTRACTOR'S AFFIDAVIT
OF BILLS PAID/LIEN RELEASE**

OWNER : City of Spring Valley Village

PROJECT : Cedarbrook, Lanell & Cedardale
Reconstruction - 155601/50

CONTRACTOR : Conrad Construction Co., Ltd.

I certify that all just and lawful bills against the below-named Contractor for labor, material and expendable equipment employed in the performance of said Contract for the period covering 3.1.16 through 3.31.16 have been paid in full. This is to certify that I am relieving The City of Spring Valley Village from any claims from debt occurring in connection with this project prior to 4.1.16.

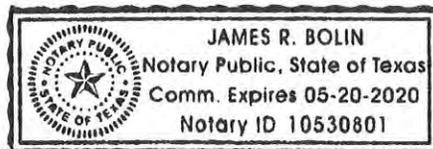
Firm : Conrad Construction Co., Ltd.

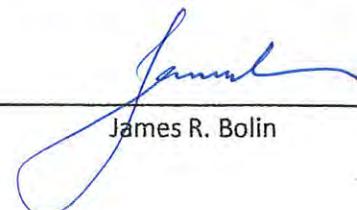
By : 

Date : 5.2.16

Title : Vice President

Signed and sworn to before me a Notary Public in and for Harris County, Texas this 2nd day of May, 2016.




James R. Bolin

INCLEMENT WEATHER DAYS

ESTMATE PERIOD COVERING: 4.1.16 thru 4.30.16 (#10)

PROJECT NAME : Spring Valley - Reconstruction

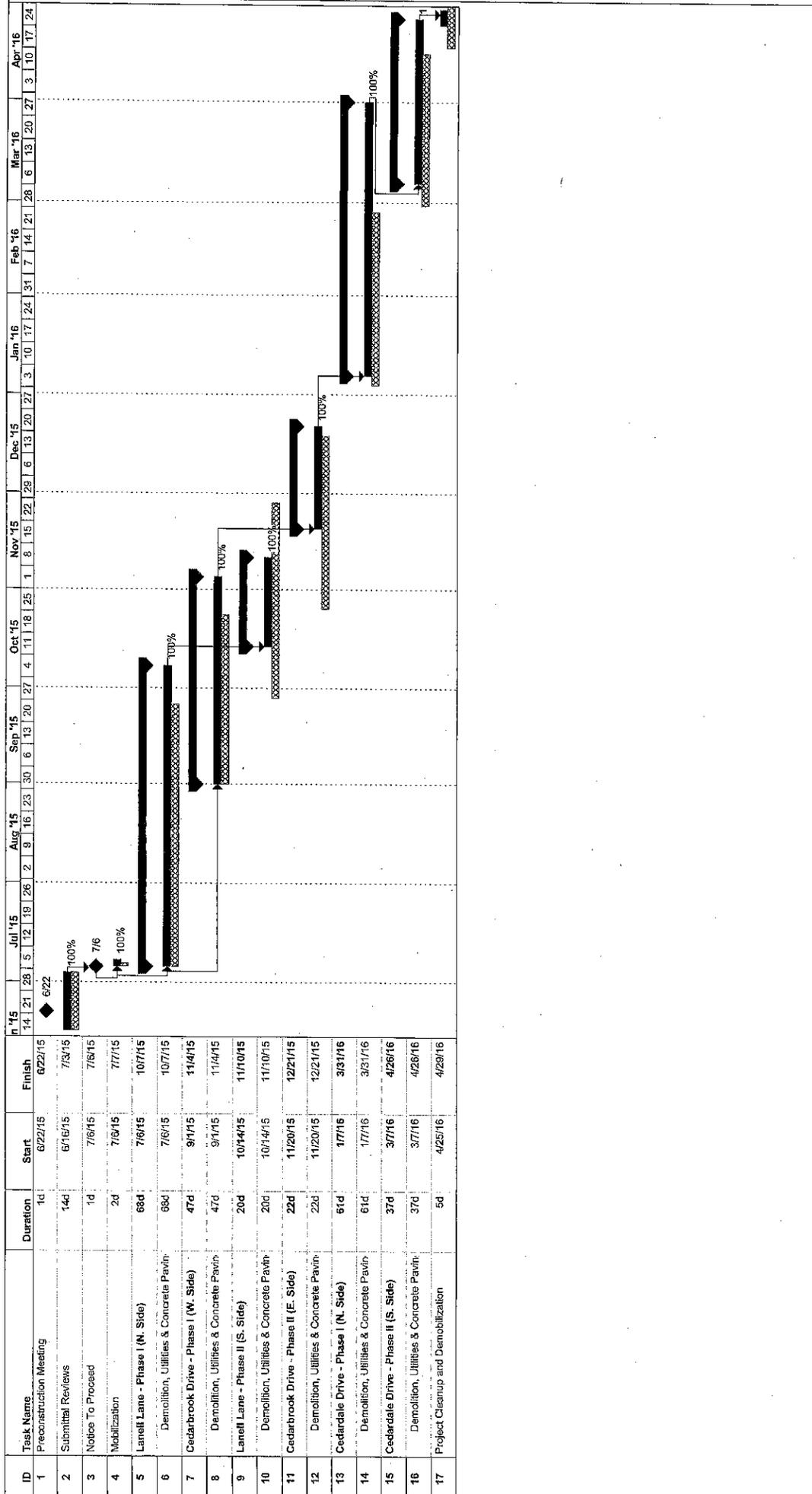
PROJECT NUMBER : Job No. 155601/50 , CC # 15/0294

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

ANTICIPATED RAIN / WET DAYS THIS PERIOD : 3

ACTUAL RAIN / WET DAYS THIS PERIOD : 9

CUMULATIVE RAIN / WET DAYS : 41



Project: Cedarbrook, eial - Reconstr. Date: 5/27/16

Legend:

- Task Progress: [Patterned Bar]
- Baseline: [Solid Bar]
- Baseline Milestone: [Diamond]
- Critical: [Diamond]
- Critical Progress: [Patterned Bar]
- Critical Milestone: [Diamond]
- Task: [Solid Bar]
- Milestone: [Diamond]
- Summary: [Patterned Bar]
- Rolled Up Critical: [Diamond]
- Rolled Up Critical Progress: [Patterned Bar]
- Rolled Up Milestone: [Diamond]
- Rolled Up Task: [Solid Bar]
- Rolled Up Task Progress: [Patterned Bar]

Page 1

Geoscience Engineering & Testing, Inc.

CMT Invoice

Bill To		Date	4/25/2016
Conrad Construction Co. Brian Conrad 13408 Emmett Houston, TX 77041		Invoice #	16/303087
MIC _____ RB _____ RC _____ DON _____ DATE _____		Project #	15M25945
VENDOR _____ JOB _____ GL _____ ENTERED _____		Due Date	4/25/2016
Attn: Brian W. Conrad		Project Address	
Phone #: 713-937-3081		Construction Materials Test Reconstruction of Cedarbrooke Dr, Lanell Lane, Cleardale Drive Springvalley, Texas 77055	

Date	Description	Qty	Unit Price	Unit Measure	Amount
3/31/2016	Report #0062				
	Engineering Technician	4.5	50.00	Hourly	225.00
	Concrete Cylinders Compressive Strength	4	15.00	Each	60.00
	Vehicle Charge	4.5	7.50	Hourly	33.75
4/1/2016	Report #0063				
	Engineering Technician	2	50.00	Hourly	100.00
	Vehicle Charge	2	7.50	Hourly	15.00
4/4/2016	Report #0064				
	Engineering Technician	4	50.00	Hourly	200.00
	Concrete Cylinders Compressive Strength	4	15.00	Each	60.00
	Vehicle Charge	4	7.50	Hourly	30.00
4/5/2016	Report #0065				
	Engineering Technician	2	50.00	Hourly	100.00
	Vehicle Charge	2	7.50	Hourly	15.00
4/6/2016	Report #0066				
	Engineering Technician	5	50.00	Hourly	250.00
	Concrete Cylinders Compressive Strength	4	15.00	Each	60.00
	Vehicle Charge	5	7.50	Hourly	37.50
4/7/2016	Report #0067				
	Engineering Technician	2	50.00	Hourly	100.00
	Vehicle Charge	2	7.50	Hourly	15.00
	Project Management	1.5	101.00	Hourly	151.50

Terms	Due on receipt	Total	\$1,452.75
		Payments/Credits	\$0.00
		Balance Due	\$1,452.75

Mail All Payments To Address Below:
 P.O. Box 30467
 Houston, Texas 77249-0467
 713-861-4477 Fax

** 774.72 to be paid this pay period -
 the remaining \$ 678.03 to be paid
 on may Estimate in addition to any
 other testing services performed. See*

FROM: CONRAD CONSTRUCTION CO.,LTD.
P.O. BOX 841134
HOUSTON, TEXAS 77284

TO: CITY OF SPRING VALLEY VILLAGE
C/O BINKLEY & BARFIELD, INC.
1710 SEAMIST DRIVE
HOUSTON, TEXAS 77008-3189
ATTN: JASON BROCK, P.E. - PROJECT MANAGER
REF: CEDARBROOK DR. - LANELL LN. - CEDARDALE DR.
PROJ #: No. 155601/50 , CC# 15/0294
DATE: 4/30/2016

ESTIMATE # : 10

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
GENERAL & SITE WORK ITEMS								
1. MOBILIZATION	1.00	LS		1.00	1.00	100%	\$ 100,000.00	\$ 100,000.00
2. FURNISH PERFORMANCE & PAYMENT BONDS & INSURANCE IN ACCORDANCE WITH CONTRACT DOCUMENTS	1.00	LS		1.00	1.00	100%	\$ 100,000.00	\$ 100,000.00
3. REMOVE TREE 0 TO 11.99 INCHES IN ACCORDANCE WITH PLANS & SPECS.	4.00	EA		2.00	2.00	50%	\$ 275.00	\$ 550.00
4. REMOVE TREE 12 TO 29.99 INCHES IN ACCORDANCE WITH PLANS & SPECS.	2.00	EA		1.00	1.00	50%	\$ 650.00	\$ 650.00
5. CLEARANCE PRUNE TREE IN ACCORD. WITH PLANS & SPECS.	46.00	EA		35.00	35.00	76%	\$ 90.00	\$ 3,150.00
6. INSTALL TREE PROTECTION FENCE (UP TO 5,000 LF) IN ACCORDANCE WITH PLANS & SPECS.	5000.00	LF		3159.00	3159.00	63%	\$ 4.00	\$ 12,636.00
7. INSTALL TREE PROTECTION FENCE (BEYOND 5,000 LF) IN ACCORDANCE WITH PLANS & SPECS.	1960.00	LF			0.00	0%	\$ 3.75	\$ -
8. INSTALL ROOT PRUNING TRENCH IN ACCORDANCE WITH PLANS & SPECS.	2440.00	LF		1086.00	1086.00	45%	\$ 11.50	\$ 12,489.00
9. INSTALL ZERO CUTBACK IN ACCORD. WITH PLANS & SPECS.	365.00	LF	35.00	180.00	215.00	59%	\$ 20.00	\$ 4,300.00
10. HAND DIG TAP & LEAD, WATER LINE FITTING, FIRE HYDRANT IN ACCORDANCE WITH PLANS & SPECS.	4.00	EA			0.00	0%	\$ 3,500.00	\$ -
11. HAND DIG SERVICE LEAD IN ACCORD. WITH PLANS & SPECS.	5.00	EA			0.00	0%	\$ 3,500.00	\$ -

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
12. FURNISH, INSTALL AND MAINTAIN TRAFFIC CONTROL DEVICES & APPURTUS. IN ACCORDANCE WITH THE TMUTCD (LATEST EDITION), C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	1.00	LS		1.00	1.00	100%	\$ 40,000.00	\$ 40,000.00
13. FURNISH FLAGGERS IN ACCORDANCE WITH PLANS & SPECS.	1.00	LS		1.00	1.00	100%	\$ 40,000.00	\$ 40,000.00
14. VIDEOTAPING OF PROJECT LIMITS PRIOR TO CONSTRUCTION, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	1.00	LS		1.00	1.00	100%	\$ 1,750.00	\$ 1,750.00
15. REMOVE & REINSTALL PAVERS, STONES, TRAFFIC SIGNS, ETC... AS NECESSARY TO ACCOMPLISH WORK, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	1.00	LS		1.00	1.00	100%	\$ 17,500.00	\$ 17,500.00
PAVING ITEMS								
16. REMOVE & DISPOSE OF OLD CONC. PAVEMENT (ALL DEPTHS), C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	10929.00	SY		10208.02	10208.02	93%	\$ 4.50	\$ 45,936.09
17. REMOVE & DISPOSE OF OLD CONC. DRIVEWAYS (ALL DEPTHS), C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	1980.00	SY	59.63	1645.22	1704.85	86%	\$ 4.50	\$ 7,671.83
18. REMOVE & DISPOSE OF OLD CONC. CURB OR CURB & GUTTER, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	7121.00	LF		6252.00	6252.00	88%	\$ 1.00	\$ 6,252.00
19. ADJUST EXISTING MANHOLE TO NEW GRADE, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	4.00	EA			0.00	0%	\$ 750.00	\$ -
20. ADJUST EXISTING VALVE BOX TO FINISHED GRADE, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	2.00	EA			0.00	0%	\$ 500.00	\$ -
21. ADJUST EXISTING PULL BOX TO FINISHED GRADE, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	3.00	EA			0.00	0%	\$ 500.00	\$ -
22. ROADWAY EXCAVATION INCLUDING STRIPPING, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	1100.00	CY		1100.00	1100.00	100%	\$ 20.00	\$ 22,000.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
23. BORROW, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	75.00	CY		75.00	75.00	100%	\$ 5.00	\$ 375.00
24. PREPARE AND COMPACT 6" LIME STABILIZED SUBGRADE, C.I.P. IN ACCORD. WITH PLANS & SPECS.	11369.00	SY		11120.54	11120.54	98%	\$ 4.50	\$ 50,042.43
25. FURNISH LIME (8% BY DRY WEIGHT) C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	260.00	TON		129.69	129.69	50%	\$ 175.00	\$ 22,695.75
26. FURNISH AND INSTALL 6" REINFORCED CONCRETE PAVEMENT, C.I.P., IN ACCORD. WITH PLANS & SPECS.	10727.00	SY	1144.50	9248.59	10393.09	97%	\$ 51.00	\$ 530,047.59
27. REMOVAL OF CONCRETE SIDEWALKS C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	195.00	SY	25.78	101.92	127.70	65%	\$ 10.00	\$ 1,277.00
28. FURNISH AND INSTALL 4-1/2" REINF. CONCRETE SIDEWALKS, C.I.P., IN ACCORD. WITH PLANS & SPECS.	195.00	SY	91.90	44.17	136.07	70%	\$ 65.00	\$ 8,844.55
29. FURNISH AND INSTALL CURB RAMP, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	3.00	EA	1.00		1.00	33%	\$ 1,650.00	\$ 1,650.00
30. FURNISH AND INSTALL 6" REINFORCED CONCRETE DRIVEWAYS, C.I.P., IN ACCORD. WITH PLANS & SPECS.	2140.00	SY	468.91	1331.25	1800.16	84%	\$ 70.00	\$ 126,011.20
31. FURNISH AND INSTALL TEMPORARY RESIDENTIAL DRIVEWAY, IN ACCORD. WITH PLANS & SPECS.	63.00	EA		65.00	65.00	103%	\$ 200.00	\$ 13,000.00
32. FURNISH AND INSTALL LAYDOWN REINFORCED CONCRETE CURB INCLUDING MITERING YARD DRAINS, C.I.P., IN ACCORD. WITH PLANS & SPECS.	7121.00	LF	1942.00	4119.00	6061.00	85%	\$ 5.00	\$ 30,305.00
STORM SEWER ITEMS								
33. REMOVE AND DISPOSE OF EXISTING 24" PIPE, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	100.00	LF		118.00	118.00	118%	\$ 15.00	\$ 1,770.00
34. REMOVE AND DISPOSE OF EXISTING 36" PIPE, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	36.00	LF		9.00	9.00	25%	\$ 35.00	\$ 315.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
35. REMOVE AND DISPOSE OF EXISTING INLET, C.I.P. IN ACCORDANCE WITH PLANS & SPECS.	5.00	EA	4.00	4.00	4.00	80%	\$ 500.00	\$ 2,000.00
36. FURNISH AND INSTALL 24" RCP (CLASS III C-76) ALL DEPTHS, C.I.P. IN ACCORD. WITH PLANS & SPECS.	1373.00	LF	1432.00	1432.00	1432.00	104%	\$ 120.00	\$ 171,840.00
37. FURNISH AND INSTALL 36" RCP (CLASS III C-76) ALL DEPTHS, C.I.P. IN ACCORD. WITH PLANS & SPECS. [2]	0.00	LF			0.00	####	\$ 200.00	\$ -
38. MECHANICAL CLEANING OF 36" RCP AS DIRECTED BY OWNER'S REPRESENTATIVE ALL DEPTHS , C.I.P. IN ACCORDANCE WITH PLANS & SPECS. [2]	0.00	LF			0.00	####	\$ 30.00	\$ -
39. FURNISH AND INSTALL 36" CURED-IN-PLACE (CIPP), ALL DEPTHS, IN ACCORD. WITH PLANS & SPECS.	515.00	LF	269.00	269.00	269.00	52%	\$ 355.00	\$ 95,495.00
40. RECONNECTION BY REMOTE METHOD C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	2.00	EA			0.00	0%	\$ 1,500.00	\$ -
41. FURNISH AND INSTALL TYPE "C" INLET C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	13.00	EA	12.00	12.00	12.00	92%	\$ 3,500.00	\$ 42,000.00
42. FURNISH AND INSTALL TYPE "C-1" INLET, C.I.P. , IN ACCORDANCE WITH PLANS & SPECS. (RFP 5) (1)	3.00	EA	3.00	3.00	3.00	100%	\$ 4,000.00	\$ 12,000.00
43. TRENCH SAFETY SYSTEM FOR CONSTRUCTION OF STORM SEWER, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	1373.00	LF	1419.00	1419.00	1419.00	103%	\$ 1.00	\$ 1,419.00
44. FURNISH AND INSTALL 12" DRAIN WITH GRATE TOP AND 4" YARD DRAIN, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	1.00	EA			0.00	0%	\$ 1,000.00	\$ -
STORM WATER POLLUTION PREVENTION (SWPPP) ITEMS								
45. IMPLEMENTATION AND MANAGEMENT OF SW3P, IN ACCORDANCE WITH PLANS & SPECS.	1.00	LS	1.00	1.00	1.00	100%	\$ 1,500.00	\$ 1,500.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
46. FURNISH AND INSTALL BLOCK SODDING C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	4500.00	SY	1600.00	2400.00	4000.00	89%	\$ 5.00	\$ 20,000.00
47. FURNISH AND INSTALL INLET PROTECTION BARRIER (STAGE I), C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	17.00	EA		16.00	16.00	94%	\$ 100.00	\$ 1,600.00
48. FURNISH AND INSTALL INLET PROTECTION BARRIER (STAGE II), C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	24.00	EA	3.00	19.00	22.00	92%	\$ 100.00	\$ 2,200.00
49. FURNISH AND INSTALL REINFORCED FILTER FABRIC FENCE, C.I.P., IN ACCORD. WITH PLANS & SPECS.	250.00	LF			0.00	0%	\$ 4.00	\$ -
50. PORTABLE CONCRETE TRUCK WASHOUT STRUCTURES	1.00	LS		1.00	1.00	100%	\$ 1,500.00	\$ 1,500.00
WATER ITEMS								
51. FURNISH AND INSTALL 8" PVC (AWWA C900) CLASS 150 WATER LINE, TRENCHLESS CONSTRUCTION INCLUDING FITTINGS, THRUST BLOCKING, RESTRAINED JOINTS AND APPURTENANCES, C.I.P. , IN ACCORD. WITH PLANS & SPECS.	3532.00	LF		3534.00	3534.00	100%	\$ 82.50	\$ 291,555.00
52. FURNISH AND INSTALL 8" PVC (AWWA C900) CLASS 150 WATER LINE, W/ STEEL CASING TRENCHLESS CONSTRUCTION , INCLUDING FITTINGS, THRUST BLOCKING, RESTRAINED JOINTS AND APPURTENANCES, C.I.P., IN ACCORDANCE WITH PLANS & SPECS. (RFP 2) (1)	50.00	LF		50.00	50.00	100%	\$ 190.00	\$ 9,500.00
53. FURNISH AND INSTALL 6" PVC (AWWA C900) CLASS 150 WATER LINE, TRENCHLESS CONSTRUCTION INCLUDING FITTINGS, THRUST BLOCKING, RESTRAINED JOINTS AND APPURTENANCES, C.I.P. , IN ACCORD. WITH PLANS & SPECS.	270.00	LF		310.00	310.00	115%	\$ 70.00	\$ 21,700.00
54. TRENCH SAFETY SYSTEM WATER LINE CONSTRUCTION (ALL DEPTHS), C.I.P. IN ACCORDANCE WITH PLANS & SPECS	280.00	LF		280.00	280.00	100%	\$ 1.00	\$ 280.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
55. FURNISH AND INSTALL 6" GATE VALVE WITH BOX, AWWA C509 IBBM, NRS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	1.00	EA		1.00	1.00	100%	\$ 1,500.00	\$ 1,500.00
56. FURNISH AND INSTALL 8" GATE VALVE WITH BOX, AWWA C509 IBBM, NRS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	7.00	EA		7.00	7.00	100%	\$ 1,850.00	\$ 12,950.00
57. FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY, AWWA 502, MECHANICAL JOINT INLET, INCLUDING FIRE HYDRANT, 6" LEAD, GATE VALVE & BOX AND BARREL EXTENSIONS, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	8.00	EA		8.00	8.00	100%	\$ 4,850.00	\$ 38,800.00
58. REMOVE AND SALVAGE EXISTING FIRE HYDRANT, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	7.00	EA		6.00	6.00	86%	\$ 300.00	\$ 1,800.00
59. CUT, PLUG AND ABANDON EXISTING WATER LINE , C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS.	4.00	EA		4.00	4.00	100%	\$ 325.00	\$ 1,300.00
60. FURNISH AND INSTALL 6"X 6" TAPPING SLEEVE & VALVE WITH BOX, C.I.P., IN ACCORDANCE WITH PLANS & SPECS. (RFP 1) (1)	1.00	EA		1.00	1.00	100%	\$ 6,000.00	\$ 6,000.00
61. FURNISH AND INSTALL 8"X 8" TAPPING SLEEVE & VALVE WITH BOX, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	2.00	EA		1.00	1.00	50%	\$ 6,800.00	\$ 6,800.00
62. FURNISH AND INSTALL 6" FLOWSTOP SERVICE, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	4.00	EA			0.00	0%	\$ 9,400.00	\$ -
63. RELOCATE EXISTING WATER METER, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS.	50.00	EA		53.00	53.00	106%	\$ 300.00	\$ 15,900.00
64. FURNISH AND INSTALL WATER METER BOX SIZED FOR TWO METERS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	36.00	EA		73.00	73.00	203%	\$ 630.00	\$ 45,990.00
65. FURNISH AND INSTALL WATER METER BOX SIZED FOR THREE METERS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	71.00	EA			0.00	0%	\$ 1,100.00	\$ -

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
66. FURNISH AND INSTALL 1" SINGLE SHORT SERVICE REPLACEMENT INCLUDING RECONNECT TO METER, C.I.P., IN ACCORD. WITH PLANS & SPECS.	72.00	EA		74.00	74.00	103%	\$ 750.00	\$ 55,500.00
67. FURNISH AND INSTALL 1" SINGLE LONG SERVICE REPLACEMENT INCLUDING RECONNECT TO METER, C.I.P., IN ACCORD. WITH PLANS & SPECS.	72.00	EA		64.00	64.00	89%	\$ 950.00	\$ 60,800.00
SANITARY SEWER ITEMS								
68. REMOVE AND DISPOSE OF EXISTING SANITARY SEWER, ALL DIAMETERS, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	175.00	LF		137.00	137.00	78%	\$ 18.00	\$ 2,466.00
69. FURNISH AND INSTALL 6" D-3034 SDR-26 PVC SANITARY SEWER, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	225.00	LF		136.00	136.00	60%	\$ 100.00	\$ 13,600.00
70. FURNISH AND INSTALL 8" D-3034 SDR-26 PVC SANITARY SEWER, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	80.00	LF		55.00	55.00	69%	\$ 150.00	\$ 8,250.00
71. FURNISH AND INSTALL SANITARY SEWER SERVICE LINE REPLACEMENT BY OPEN CUT OR AUGER, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	350.00	LF		156.00	156.00	45%	\$ 100.00	\$ 15,600.00
72. FURNISH AND INSTALL SANITARY SEWER CLEANOUT, ALL DEPTHS, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	10.00	EA		3.00	3.00	30%	\$ 1,500.00	\$ 4,500.00
73. ADJUST/RESET MANHOLE WITH NEW FRAME AND COVER, INCLUDING HEIGHT ADJUSTMENT WITHIN ONE VERTICAL FOOT, C.I.P., IN ACCORDANCE WITH PLANS & SPECS.	2.00	EA			0.00	0%	\$ 1,500.00	\$ -
74. SERVICE RECONNECTION WITH OR WITHOUT STACK BY EXCAVATION, C.I.P., IN ACCORDANCE WITH PLANS & SPECS	4.00	EA		3.00	3.00	75%	\$ 1,500.00	\$ 4,500.00
75. TRENCH SAFETY SYSTEM FOR CONSTRUCTION OF STORM SEWER, C.I.P.	305.00	LF		228.00	228.00	75%	\$ 1.00	\$ 228.00

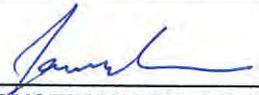
DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
EXTRA WORK ITEMS								
76. OFF DUTY UNIFORMED POLICE OFFICER AS DIRECTED BY THE OWNER'S REPRESENTATIVE (MIN. BID \$35/HR)	400.00	HR			0.00	0%	\$ 35.00	\$ -
77. FURNISH AND INSTALL EXTRA BLOCK SODDING AS DIRECTED BY THE OWNER'S REPRESENTATIVE, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS.	1000.00	SY			0.00	0%	\$ 4.00	\$ -
78. FURNISH AND INSTALL WELL POINTING SYSTEMS AS DIRECTED BY ENGINEER, C.I.P., IN ACCORD. WITH THE PLANS & SPECS. (\$25/LF MIN. BID)	500.00	LF			0.00	0%	\$ 25.00	\$ -
79. EXTRA WATER LINE FITTINGS, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS.	3.00	TON			0.00	0%	\$ 2,000.00	\$ -
80. REMOVAL AND REPLACEMENT OF CONCRETE PAVEMENT INCLUDING REINF. ALL THICKNESSES WITH HIGH EARLY STRENGTH CONCRETE AS DIRECTED BY THE OWNER'S REPRESENTATIVE, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$350/CY)	200.00	CY			0.00	0%	\$ 350.00	\$ -
81. EXTRA SELECT BACKFILL AS DIRECTED BY THE OWNER'S REPRESENTATIVE, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$15/CY)	200.00	CY			0.00	0%	\$ 15.00	\$ -
82. EXTRA BANK SAND BACKFILL AS DIRECTED BY THE ENGINEER, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$20/CY)	250.00	CY			0.00	0%	\$ 20.00	\$ -
83. EXTRA CLASS "A" CEMENT STABILIZED SAND BACKFILL AS DIRECTED BY THE OWNER'S REPRESENTATIVE , C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$30/CY)	300.00	CY			0.00	0%	\$ 30.00	\$ -
84. EXTRA CLASS "A" CONCRETE INCLUDING FORMING, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$325/CY)	50.00	CY			0.00	0%	\$ 325.00	\$ -

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
85. EXTRA STEEL REINFORCING AS DIRECTED BY THE OWNER'S REPRESENTATIVE, C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$1.00/LB)	4000.00	LB			0.00	0%	\$ 1.00	\$ -
86. FURNISH AND INSTALL CONSTRUCTION SAFETY FENCE AS DIRECTED BY THE OWNER'S REPRESENTATIVE, C.I.P., IN ACCORD. WITH THE PLANS & SPECS.	1000.00	LF		80.00	80.00	8%	\$ 1.50	\$ 120.00
87. EXTRA MACHINE EXCAVATION AS DIRECTED BY THE OWNER'S REPRESENTATIVE , C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$15/CY)	250.00	CY		40.56	40.56	16%	\$ 15.00	\$ 608.40
88. EXTRA HAND EXCAVATION AS DIRECTED BY THE OWNER'S REPRESENTATIVE C.I.P., IN ACCORDANCE WITH THE PLANS & SPECS. (MIN. BID \$ 20/CY)	250.00	CY		10.83	10.83	4%	\$ 20.00	\$ 216.60
89. POT HOLE FOR UTILITY INVESTIGATION AS DIRECTED BY THE ENGINEER	10.00	EA		2.00	2.00	20%	\$ 500.00	\$ 1,000.00
90. FURNISH AND INSTALL 8" WHITE PAVEMENT MARKING , C.I.P., IN ACCORD. WITH THE PLANS & SPECS.	50.00	LF			0.00	0%	\$ 10.00	\$ -
91. FURNISH AND INSTALL 8" BLAST CLEANING OF PAVEMENT, C.I.P., IN ACCORD. WITH THE PLANS & SPECS.	50.00	LF			0.00	0%	\$ 2.00	\$ -
92. FURNISH AND INSTALL 24" WHITE PAVEMENT MARKING , C.I.P., IN ACCORD. WITH THE PLANS & SPECS.	20.00	LF			0.00	0%	\$ 25.00	\$ -
93. FURNISH AND INSTALL 24" BLAST CLEANING OF PAVEMENT, C.I.P., IN ACCORD. WITH THE PLANS & SPECS.	20.00	LF			0.00	0%	\$ 5.00	\$ -
CASH ALLOWANCE ITEMS								
94. FURNISH CONSTRUCTION MATERIALS TESTING, IN ACCORDANCE WITH THE PLANS & SPECS.	1.00	LS	0.0223	0.9777	1.0000	100%	\$ 35,000.00	\$ 35,000.00

DESCRIPTION	QUANTITY	UNIT	THIS ESTIMATE	PREVIOUS ESTIMATE	WORK TO DATE	%	UNIT PRICE	WORK TO DATE
CHANGE ORDERS								
95. FURNISH & INSTALL 12"X 8" TAPPING SLEEVE & Valve w/ BOX (RFP 1) (1)	1.00	EA		1.00	1.00	100%	\$ 7,285.16	\$ 7,285.16
96. 8" WET CONNECTION (RFP 2) (1)	1.00	EA		1.00	1.00	100%	\$ 2,000.00	\$ 2,000.00
97. FURNISH & INSTALL 2" SINGLE LONG SERVICE REPLACEMENT INCL. RECONNECT TO METER (RFP 4) (1)	1.00	EA		1.00	1.00	100%	\$ 1,705.00	\$ 1,705.00
98. FURNISH & INSTALL CAST-IN-PLACE INLET (RFP 5) (1)	1.00	EA		1.00	1.00	100%	\$ 3,893.86	\$ 3,893.86
99. FURNISH & INSTALL CAST-IN-PLACE CONFLICT STRUCTURE (RFP 6) (1)	1.00	EA		2.00	2.00	200%	\$ 2,137.03	\$ 4,274.06
100. PROVIDE 36" CMP REPAIR, C.I.P. [2]	1.00	EA		1.00	1.00	100%	\$ 12,002.38	\$ 12,002.38
101. REPLACE STORZ ADAPTER CONNECTIONS WITH 4" NOZZLES, C.I.P. [2]	1.00	LS		1.00	1.00	100%	\$ 363.00	\$ 363.00
TOTAL WORK TO DATE								\$ 2,240,759.90

CONTRACT TIME: 300 CALENDAR DAYS
CONTRACT DATE: 6/23/2015
WORK ORDER DATE: 7/6/2015

CONTRACT AMOUNT:	\$ 2,794,677.00
CHANGE ORDER: (1)(2)	\$ (2,313.57)
REVISED CONTRACT AMOUNT:	\$ 2,792,363.43
TOTAL WORK TO DATE:	\$ 2,240,759.90
MATERIALS ON SITE:	\$ -
TOTAL:	\$ 2,240,759.90
LESS RETAINAGE:	\$ 112,038.00
LESS PREVIOUS PAYMENTS	\$ 1,909,739.11
AMOUNT DUE FOR PAYMENT:	\$ 218,982.79

APPROVAL: 
CONRAD CONSTRUCTION CO., LTD.
JAMES R. BOLIN
PROJECTS ADMINISTRATOR



May 16, 2016

Mr. Stephen Ashley
City Administrator
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

**RE: Pay Estimate No. 2
Spring Oaks East & West Street & Utility Improvements
BBI Job No. 155603**

Dear Mr. Ashley:

Enclosed please find one copy of the following items for the above referenced project:

1. Angel Brothers Enterprises, Ltd. – Pay Estimate No. 2

The amount of Pay Estimate No. 2 is \$301,190.40

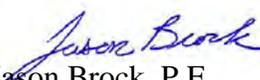
14% Construction Time Expended

9% Construction Cost Expended

Binkley & Barfield, Inc. has reviewed this application and recommends payment of the said amount.

We appreciate the opportunity to be of service. If you have any questions, or require additional information, please call me at (713) 869-3433.

Sincerely,
BINKLEY & BARFIELD, INC.
Consulting Engineers


Jason Brock, P.E.
Project Manager - Public Infrastructure

cc: Todd Calvin, P.E.

M:\155603_Spring Valley_Spring Oaks East & West\4.00_Construction\Pay Application\Pay Application No. 2\Pay Application No. 2.docx

APPLICATION FOR PAYMENT

ENGINEER: Binkley and Barfield

Date: 5.11.16

ATTN: Jason Brock, P.E.

Estimate No.: 2

CONTRACTOR: Angel Brothers Enterprises, Ltd.
5210 West Road
Baytown, Texas 77521

Estimate Period:

begin	end
4.1.16	4.30.16

Project No.: _____

OWNER: City og Spring Valley

ABE Job No.: 1592

CONTRACT FOR: Spring Oaks East and West

PAYMENTS

est 1	\$	144,213.28
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Original Contract Amount:	\$	5,677,967.75
Change Orders:		
Current Contract Amount:	\$	5,677,967.75

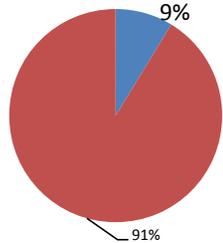
TOTAL WORK COMPLETE:	9%	\$ 494,892.98
COMPLETED CHANGE ORDER TOTAL:		\$ -
BILLED INVENTORY:		\$ -
SUBTOTAL:	\$	494,892.98
RETAINAGE (10%):	\$	49,489.30
SUBTOTAL LESS RETAINAGE:	\$	445,403.68

LESS PREVIOUS ESTIMATES:	\$	144,213.28
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TOTAL AMOUNT DUE FOR PAYMENT:	\$	301,190.40
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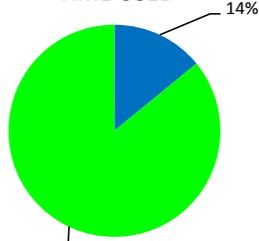
←	\$	144,213.28
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WORK COMPLETE



■ Work Completed \$494,892.98
■ Work Balance Remaining \$5,183,074.78

TIME USED



■ Days Used 76 ■ Days Remaining 464

CONTRACTOR: Angel Brothers Enterprises, Ltd.

OWNER:

SIGNED:  Robert Barrow, Proj. Mgr.

SIGNED: _____
(NAME)

DATE: _____

DATE: _____

ENGINEER: 

SIGNED: _____
(NAME)

DATE: 16-May-16

PROJECT: SPRING OAKS EAST AND WEST
PROJECT QUANTITY TOTAL SHEET

ESTIMATE NO.: 2

ESTIMATE PERIOD: 4.1.16--4.30.16

Item NO.	DESCRIPTION	Project Quantities	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
GENERAL & SITE WORK ITEMS												
1	Mobilization (fixed at \$150,000)	1	LS	150000.00	150000.00	0.50	\$75,000.00	0.50	\$75,000.00	1.00	\$150,000.00	100.00%
2	Bonds & insurance (fixed at \$50,000)	1	LS	50000.00	50000.00		\$0.00	1.00	\$50,000.00	1.00	\$50,000.00	100.00%
3	Remove trees 0-11.99"	8	EA	388.00	3104.00		\$0.00	9.00	\$3,492.00	9.00	\$3,492.00	112.50%
4	Remove trees 12-29.99"	6	EA	900.00	5400.00		\$0.00	7.00	\$6,300.00	7.00	\$6,300.00	116.67%
5	Clearance prune trees	79	EA	107.00	8453.00		\$0.00	79.00	\$8,453.00	79.00	\$8,453.00	100.00%
6	Tree protection fence (up to 5,000LF)	5000	LF	6.75	33750.00		\$0.00	1835.00	\$12,386.25	1835.00	\$12,386.25	36.70%
7	Tree protection fence (beyond 5,000LF)	7590	LF	6.75	51232.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Root pruning trench	3605	LF	9.25	33346.25		\$0.00		\$381.00	0.00	\$381.00	1.14%
9	Zero curb cutback	490	LF	10.50	5145.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
10	Hand dig tap & lead/water line fitting/fire hydrant	12	EA	500.00	6000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Hand dig service lead	15	EA	735.00	11025.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
12	Traffic control	1	LS	334000.00	334000.00	0.0625	\$20,875.00		\$0.00	0.0625	\$20,875.00	6.25%
13	Flaggers	1	LS	81000.00	81000.00	0.0625	\$5,062.50		\$0.00	0.0625	\$5,062.50	6.25%
14	Videotaping project limits	1	LS	1875.00	1875.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Site restoration	1	LS	77500.00	77500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	General & Site Work Items (1-15):				\$ 851,830.75		\$100,937.50		\$156,012.25		\$256,949.75	30.16%
PAVING ITEMS												
16	Remove & dispose old concrete pavement (all depths)	20635	SY	6.75	139286.25		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Remove & dispose old concrete driveways (all depths)	3665	SY	7.75	28403.75		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Remove & dispose old concrete curb or curb & gutter	13900	LF	2.00	27800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Adjust existing manhole to new grade	5	EA	528.00	2640.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Adjust existing valve box to finished grade	2	EA	123.00	246.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
21	Roadway excavation including stripping	630	CY	20.00	12600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
22	Borrow	470	CY	33.00	15510.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	6" lime stabilized subgrade	22325	SY	4.50	100462.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Lime (6% by dry weight)	400	TON	184.00	73600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	6" reinforced concrete pavement	17520	SY	56.00	981120.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	6" reinforced high early strength concrete pavement	3530	SY	74.00	261220.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
27	Removal of concrete sidewalks	215	SY	7.75	1666.25		\$0.00		\$0.00	0.00	\$0.00	0.00%
28	4.5" reinforced concrete sidewalks	215	SY	56.50	12147.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
29	6" reinforced concrete driveways	3380	SY	71.00	239980.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
30	Temporary residential driveway	124	EA	1616.00	200384.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
31	Laydown reinforced concrete curbs incl mitering yard drains	13100	LF	4.00	52400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	Paving Items (16-31):				\$ 2,149,466.25		\$0.00		\$0.00		\$0.00	0.00%
STORM SEWER ITEMS												
32	Remove & dispose of existing 12" pipe	30	LF	11.50	345.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
33	Remove & dispose of existing 18" pipe	350	LF	11.50	4025.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
34	Remove & dispose of existing 24" pipe	260	LF	13.50	3510.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
35	Remove & dispose of existing 36" pipe	555	LF	14.50	8047.50		\$0.00		\$0.00	0.00	\$0.00	0.00%

PROJECT: SPRING OAKS EAST AND WEST
PROJECT QUANTITY TOTAL SHEET

ESTIMATE NO.: 2

ESTIMATE PERIOD: 4.1.16--4.30.16

Item NO.	DESCRIPTION	Project Quantities	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
36	Abandon existing 36" pipe	75	LF	18.50	1387.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
37	Remove & dispose existing inlet	23	EA	443.00	10189.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
38	Remove & dispose existing manhole	3	EA	443.00	1329.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
39	24" RCP (class III C-76)	2207	LF	108.00	238356.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
40	30" RCP (class III C-76)	373	LF	138.00	51474.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
41	42" RCP (class III C-76)	230	LF	195.00	44850.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
42	48" RCP (class III C-76)	373	LF	275.00	102575.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
43	54" RCP (class III C-76)	380	LF	332.00	126160.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
44	66" RCP (class III C-76)	140	LF	441.00	61740.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
45	Sliplining existing 24" storm sewer, HDPE SDR 26, 18" ID min.	145	LF	185.00	26825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
46	66" CMP, all depths	45	LF	240.00	10800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
47	6'x4' RCB, all depths	85	LF	481.00	40885.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
48	22"x13.5" RCA, all depths	80	LF	95.50	7640.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
49	Type C inlet	33	EA	2803.00	92499.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
50	Type B-B inlet	2	EA	2343.00	4686.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
51	Timber bent & riprap outfall including clearing & grubbing	1	LS	8832.00	8832.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
52	Storm manhole	21	EA	3693.00	77553.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
53	Extra depth greater than 8' for storm manhole	23	VF	98.75	2271.25		\$0.00		\$0.00	0.00	\$0.00	0.00%
54	Junction box	2	EA	13154.00	26308.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
55	Trench safety system construction of storm sewer	3913	LF	1.00	3913.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	Storm Sewer Items (32-55):				\$ 956,200.25		\$0.00		\$0.00		\$0.00	0.00%
	SWPPP ITEMS											
56	Implementation & management of the SW3P	1	LS	22500.00	22500.00	0.0625	\$1,406.25		\$0.00	0.0625	\$1,406.25	6.25%
57	Block sodding	7500	SY	4.50	33750.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
58	Inlet protection barrier (Stage 1)	35	EA	93.75	3281.25		\$0.00		\$0.00	0.00	\$0.00	0.00%
59	Inlet protection barrier (Stage 2)	58	EA	93.75	5437.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
60	Filter fabric fence	250	LF	1.75	437.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
61	Rock filter dam	1	EA	5000.00	5000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	Portable concrete truck washout structures	1	LS	3125.00	3125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	SWPPP Items (56-62):				\$ 73,531.25		\$1,406.25		\$0.00		\$1,406.25	1.91%
	WATER ITEMS											
63	4" PVC (AWWA C900) class 150 waterline trenchless	595	LF	58.00	34510.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
64	6" PVC (AWWA C900) class 150 waterline trenchless	430	LF	58.00	24940.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
65	8" PVC (AWWA C900) class 150 waterline trenchless	5940	LF	66.25	393525.00	3140.00	\$208,025.00		\$0.00	3140.00	\$208,025.00	52.86%
66	8" PVC (AWWA C900) cl 150 WL w/steel casing trenchless	70	LF	125.00	8750.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
67	Trench safety system waterline construction all depths	1000	LF	1.00	1000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	6" gate valve w/box AWWA C509 IBBM NRS	7	EA	1039.00	7273.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
69	8" gate valve w/box AWWA C509 IBBM NRS	21	EA	1349.00	28329.00	7.00	\$9,443.00		\$0.00	7.00	\$9,443.00	33.33%
70	Fire hydrant assembly AWWA 502 mech joint inlet incl fire hydrant 6" lead 6" GV w/box & barrel ex	13	EA	4520.00	58760.00	4.00	\$18,080.00		\$0.00	4.00	\$18,080.00	30.77%
71	Cut, plug & abandon existing 2" waterline	2	EA	231.00	462.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
72	Cut, plug & abandon existing 6" waterline	2	EA	412.00	824.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
73	Remove & salvage existing fire hydrant	8	EA	514.00	4112.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

PROJECT: SPRING OAKS EAST AND WEST
PROJECT QUANTITY TOTAL SHEET

ESTIMATE NO.: 2

ESTIMATE PERIOD: 4.1.16--4.30.16

Item NO.	DESCRIPTION	Project Quantities	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
74	6" wet connection	3	EA	723.00	2169.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
75	6"x6" tapping sleeve & valve with box	3	EA	4629.00	13887.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
76	2" blow-off valve w/box	4	EA	1100.00	4400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
77	6" flowstop service	3	EA	6714.00	20142.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
78	Relocate existing water meter	56	EA	155.00	8680.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
79	Water meter box sized for two meters	119	EA	350.00	41650.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
80	1" single short svc replacement incl reconnect to meter	126	EA	466.00	58716.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
81	1" single long svc replacement incl reconnect to meter	116	EA	804.00	93264.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
Water Items (63-81):					\$ 805,393.00		\$235,548.00		\$0.00		\$235,548.00	29.25%
SANITARY SEWER ITEMS												
82	Remove existing sanitary sewer manhole	6	EA	443.00	2658.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
83	Remove existing sanitary sewer all sizes	4035	LF	6.25	25218.75		\$0.00		\$0.00	0.00	\$0.00	0.00%
84	Abandon existing 12" sanitary sewer	390	LF	8.25	3217.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
85	Point repair for existing 6" sanitary sewer 0 to 10 foot depth	1	EA	2000.00	2000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
86	Point repair for existing 8" sanitary sewer 0 to 10 foot depth	2	EA	2625.00	5250.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
87	Point repair for existing 12" sanitary sewer 0 to 10 foot depth	1	EA	4750.00	4750.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
88	4" SDR-26 PVC sanitary sewer service line	2820	LF	37.75	106455.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
89	8" SDR-26 PVC sanitary sewer	351	LF	41.50	14566.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
90	12" SDR-26 PVC sanitary sewer	1148	LF	51.75	59409.00		\$0.00		\$0.00	1.00	\$0.00	0.00%
91	Pipe burst 6" san swr providing 8" nominal dia pipe 0-15' depth	390	LF	60.00	23400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
92	Pipe burst 8" san swr providing 8" nominal dia pipe 0-15' depth	931	LF	60.00	55860.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
93	Pipe burst 12" san swr providing 12" nom dia pipe 0-15' depth	1061	LF	72.50	76922.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
94	12" FM DIP	80	LF	167.00	13360.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
95	Manhole	8	EA	2289.00	18312.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
96	Adj/reset manhole w/new frame/cover incl height adj within 1VF	7	EA	679.00	4753.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
97	Manhole cementitious wall lining incl bench work 1" thickness	26	VF	200.00	5200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
98	Service reconnection with or without stack by excavation	68	EA	675.00	45900.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
99	Sanitary sewer cleanout on service line at R-O-W	56	EA	400.00	22400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
100	Furnish by-pass pumping	1	LS	62500.00	62500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
101	Trench safety system as req for pipe point repair/svc reconnect	4320	LF	1.00	4320.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
Sanitary Sewer Items (82-101):					\$ 556,452.25		\$0.00		\$0.00	0.00	\$0.00	0.00%
EXTRA WORK ITEMS												
102	Off-duty uniformed police officer (min. bid \$35/hr)	200	HR	50.00	10000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
103	Extra select backfill (min. bid \$15/cy)	400	CY	18.75	7500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
104	Extra bank sand backfill (min. bid \$20/cy)	400	CY	25.00	10000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
105	Well pointing systems (min. bid \$25/lf)	1200	LF	26.25	31500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
106	Extra waterline fittings (min. bid \$2,000/ton)	5	TON	2100.00	10500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
107	Extra class A css backfill (min. bid \$25/cy)	400	CY	43.75	17500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
108	Extra steel reinforcing (min. bid \$0.50/lb)	4000	LB	0.50	2000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
109	Construction safety fence	500	LF	6.25	3125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
110	Extra machine excavation (min. bid \$15/cy)	400	CY	15.75	6300.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
111	Extra hand excavation (min. bid \$20/cy)	400	CY	21.00	8400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
112	5" thick concrete slope paving (min. bid \$65/sy)	50	SY	67.75	3387.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
113	Pot hole for utility investigation	10	EA	1500.00	15000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

PROJECT: SPRING OAKS EAST AND WEST
 PROJECT QUANTITY TOTAL SHEET

ESTIMATE NO.: 2

ESTIMATE PERIOD: 4.1.16--4.30.16

Item NO.	DESCRIPTION	Project Quantities	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
114	Sanitary sewer cleanout (min. bid \$400/ea)	10	EA	413.00	4130.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
115	Obstruction rem by excav all sizes 0-10' depth(min. bid \$350/ea)	3	EA	525.00	1575.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
116	Survey mech cleaning equip exist 8" san swr (min. bid \$2.50/lf)	250	LF	3.75	937.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
117	Survey mech cleaning equip exist 12" san swr (min. bid \$3/lf)	250	LF	5.75	1437.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
118	2" single long service incl connect to meter	1	ea	1115.00	1115.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
119	2" single short service incl connect to meter	1	ea	570.00	570.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
120	Pea gravel sidewalk	75	sy	65.50	4912.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
Extra Work Items (102-117):					\$ 139,890.00		\$0.00		\$0.00		\$0.00	0.00%
CASH ALLOWANCE ITEMS												
121	Furnish construction materials testing	1	LS	85000.00	85000.00		\$0.00	0.011635	\$988.98	0.011635	\$988.98	1.16%
122	Payment to CenterPoint for decorative street lighting	1	LS	60204.00	60204.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
Cash Allowance Items (118-119):					\$ 145,204.00		\$0.00		\$988.98		\$988.98	0.68%
					\$5,677,967.75		\$337,891.75		\$157,001.23		\$494,892.98	8.72%

CITY OF SPRING VALLEY VILLAGE



HEALTH REIMBURSEMENT ARRANGEMENT

SECTION 1
RESOLUTION TO ADOPT

RESOLUTION 16-001

**CITY OF SPRING VALLEY VILLAGE
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, the City of Spring Valley Village has determined that it would be in the best interest of its employees to adopt a "Health Reimbursement Arrangement" allowing the City of Spring Valley Village employees to receive reimbursement of medical benefits, so-called;

RESOLVED, that the City of Spring Valley Village adopt a so-called "Health Reimbursement Arrangement" in accordance with the specifications annexed hereto; and, be it known that the City of Spring Valley Village "Health Reimbursement Arrangement" Plan Document be effective January 1, 2016.

RESOLVED FURTHER, that the City will undertake all actions necessary to implement and administer said plan.

PASSED AND APPROVED IN WITNESS WHEREOF, for the City of Spring Valley Village, Texas on May 24, 2016.

APPROVED:

Tom S. Ramsey
Mayor

ATTEST/WITNESS:

Roxanne Benitez
City Secretary

SECTION 2

SECTION 105 PLAN DOCUMENT

**CITY OF SPRING VALLEY VILLAGE
HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

PURPOSE

The City of Spring Valley Village Health Reimbursement Arrangement Plan (the “Plan”) is adopted by City of Spring Valley Village effective January 1, 2016. The purpose of the Plan is to allow Employees of City of Spring Valley Village and other Participating Employers, to obtain reimbursement of Medical Care Expenses on a nontaxable basis from the Plan. City of Spring Valley Village intends that the Plan qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from the Participant’s income for Federal Income Tax purposes under Section 105(b) of the Internal Revenue Code.

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Section 1

DEFINITIONS

The words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context, and pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural.

“**Administrator**” means City of Spring Valley Village, who has full authority, discretion, and responsibility to manage and direct the operation and administration of the Plan.

“**Benefits**” means the reimbursement benefits for Medical Care Expenses described under Section 4.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“**Code**” means the Internal Revenue Code of 1986 as amended.

“**Committee**” means the Benefits Committee appointed by the Plan Sponsor.

“**Compensation**” means earned income, salaries, wages, fees, commissions, and all other earnings paid to the Employee by the Employer.

“**Dependent**” means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child to whom IRS Rev. Proc. 2008-48 applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year), is treated as a dependent of both parents. Notwithstanding the foregoing, the HRA Account will provide benefits in accordance with the applicable requirements of a QMCSO, even if the child does not meet the definition of “Dependent.”

“**Effective Date**” is defined in the Purpose of the Plan as January 1, 2016.

“**Electronic Protected Health Information**” has the meaning described in 45 C.F.R. § 160.103 and generally includes Protected Health Information that is transmitted by electronic media or maintained in electronic media. Unless otherwise specifically noted, Electronic Protected Health Information shall not include enrollment/disenrollment information and summary health information.

“**Eligible Employee**” means an Employee eligible to participate in the Plan, as provided in Section 2.1.

“Eligible Medical Expense” means those expenses incurred by the Participant after the effective date of the Participant’s participation in the HRA and during the Plan Year. Medical Care Expenses generally means expenses incurred by a Participant for medical care, as defined in Code section 213, or as described as Eligible Reimbursable Expenses under Schedule A to this Plan, but shall not include expenses that are described as “excluded expenses” under Schedule B to this Plan. For purposes of this plan, an expense is “incurred” when the Participant is furnished the medical care or services giving rise to the claimed expense.

“Employee” means any individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes, excluding independent contractors, temporary or casual employees, any self-employed individual, any partner in a partnership, and any more-than 2% shareholder by virtue of the Code Section 318 ownership attribution rules. The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits in accordance with Section 4.8.

“Employer” means City of Spring Valley Village and any other Related Employer that adopts this Plan with the approval of the City. Related Employers, if any, which have adopted this Plan, are listed in Schedule C of this Plan.

“Employment Commencement Date” means the first regularly-scheduled working day on which the employee first performs an hour of service for the Employer for compensation.

“Enrollment Form” means the form provided by the Administrator for the purpose of allowing an eligible Employee to participate in this Plan.

“Enrollment Period” means the calendar month preceding the beginning of any Plan Year.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health FSA” means a Health Flexible Spending Arrangement.

“Health Insurance Plan” means the plan(s) that the Employer maintains for its Employees and their Spouses and Dependents that may be eligible under the terms of such plan, providing major medical type benefits through a group insurance policy or group health plan.

“Highly Compensated Employee” (HCE) for purposes of Section 105 an HCE means any Employee who is among the highest paid 25% of all employees, one of the highest paid officers, or a shareholder who owns more than 10% of the value of the employer’s stock.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HRA” means a health reimbursement arrangement as defined in IRS Notice 2002-45.

“HRA Account” means the HRA Account described in Section 4.4.

“Key Employee” means any Employee defined as such in Section 416(I) of the Code.

“Participant” means any Eligible Employee who has met the conditions for participation set forth in Section 2.

“Participating Employer” means City of Spring Valley Village and any Related Employer that adopts this Plan with the consent of the Board.

“Period of Coverage” means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date participation commences, as described in Section 2.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date participation terminates, as described in Section 2.2. A different Period of Coverage (e.g., monthly) may be established by the Administrator and communicated to Participants.

“Plan” means the City of Spring Valley Village Health Reimbursement Arrangement as described herein and in any applicable Adoption Agreement, and which is intended for the exclusive benefit of Eligible Employees, and as may be amended from time to time.

“Plan Number” or **“PN”** assigned by the Plan Sponsor is #502.

“Plan Sponsor” means City of Spring Valley Village (Employer).

“Plan Year” means the twelve-month period commencing each January 1 and ending on the subsequent December 31, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

“Qualified Dependent” means a Dependent as defined above who is eligible and enrolled as a participant in the group Health Insurance Plan.

“QMCSO” means a qualified medical child support order, as defined in ERISA Section 609(a).

“Related Employer” means any employer affiliated with City of Spring Valley Village that, under Code Section 414(B)(c), or (m), is treated as a single employer with City of Spring Valley Village for purposes of Code Section 105.

“Spouse” means an individual who is legally married to a Participant as determined under applicable state law (and who is treated as a spouse under the Code).

“SPD” means the separate Summary Plan Description describing the terms of this Plan.

“USERRA” means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 2

PARTICIPATION IN THE PLAN

2.1 Commencement of Participation. An individual is eligible to participate in the Plan if the individual is an Employee; regularly works 40 or more hours per week and is eligible to participate and is enrolled in the City of Spring Valley Village group Health Insurance Plan. The Employee’s coverage will commence on the first day following completion of one day of active employment as an Eligible Employee and an enrollment form has been submitted to the Administrator.

2.2 Cessation of Participation. A Participant will cease to be a Participant as of the earliest of:

A. the date on which the Plan terminates; or

B. the date on which the employee ceases to be an Eligible Employee; provided that eligibility may continue beyond such date for purposes of COBRA coverage, as may be permitted by the Administrator on a uniform and consistent basis under Section 4.8.

Reimbursements from the HRA after termination of participation will be made pursuant to Section 4.7 and 4.8 (relating to a run-out period for submitting claims incurred prior to termination and relating to COBRA). Notwithstanding the foregoing, a former Eligible Employee who is absent by reason of sickness, disability, or other authorized leave of absence may continue as a Participant for so long as such authorized absence continues in accordance with such rules and regulations as the Participating Employer may direct.

2.3 Recommencement of Participation. A former active Participant who is rehired within 30 days or less of the date of termination of employment, will be reinstated with the same HRA Account balance that such individual had before termination. If an Employee terminates employment and is not rehired within 30 days, or ceases to be an Eligible Employee for any other reason and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 2.1 before again becoming eligible to participate in the Plan. However, any former active Participant shall be prohibited from making any enrollment change from his prior enrollment in the Plan Year, except as provided in Section 2.4. Such family status changes must occur while the

Employee is a Participant.

2.4 Modification to Benefit Enrollees. Any Participant may make a change to his or her enrollment form after the Plan Year has commenced, to be effective for the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in enrollment is considered if there is a change in status for the Participant's dependents. Any new enrollment form shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the enrollment form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- (3) Dependent satisfies or ceases to satisfy the eligibility requirements due to attainment of age, change in student status, or any similar circumstance;*
- (4) In the event of a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child.

IRS Notice 2010-38 states that the applicable Treasury Regulations have been amended as of March 30, 2010, to include Change in Status events covering children under age 27 who do not otherwise qualify as dependent children, including becoming newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage. Under health care reform, for plan years starting after September 23, 2010, group health plans that provide coverage for dependent children must continue to do so for unmarried and married children until age 26, regardless of student status. For plans already in existence on March 23, 2010, the age 26 limit only applies if the child is not eligible for other group coverage. This exception ends in 2014. Thereafter, children that are eligible for other coverage could remain on their parent's plan until age 26.

2.5 FMLA and USERRA Leaves of Absence. A Participant who takes an unpaid leave of absence under the Family and Medical Leave Act of 1993 (“FMLA Leave” applicable to groups of 50+ employees), or under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA Leave” applicable to any size group), may revoke his election to participate under any group health insurance benefit offered under this Plan, for the remainder of the Plan Year in which such leave of absence commences. Such revocation shall take effect in accordance with such procedures as prescribed by the Plan Administrator. Upon such Participant’s return from his or her FMLA or USERRA Leave, the Participant may be reinstated in the Plan, on the same terms that applied to the Participant prior to his or her taking the FMLA or USERRA Leave, and with such other rights to make enrollment changes as are provided to other Participants under the Plan. Notwithstanding the foregoing, a Participant on FMLA or USERRA Leave shall have no greater rights to benefits for the remainder of the Plan Year in which the FMLA or USERRA leave commences, as other Plan Participants.

2.6 Non-FMLA and Non-USERRA Leaves of Absence. A Participant who goes on a leave of absence that is not subject to FMLA or USERRA will be treated as having terminated participation, as described in Section 2.2.

Section 3

BENEFITS and FUNDING OF THE PLAN

3.1 Provision of Benefits. When the Eligible Employee becomes a plan Participant, an HRA Account will be established for the Participant to receive Benefits in the form of reimbursements for Medical Care Expenses as described in Schedule A. Under no circumstances shall benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for eligible Medical Care Expenses. The benefits provided thereunder shall be subject further to the provisions of any plan, contract, or other arrangement setting forth the further terms and conditions of the Benefit Program, and the terms of each Participating Employer’s plan, contract or other arrangement, under which benefits provided are incorporated by reference in this Plan.

3.2 Plan Enrollment. An Employee who becomes eligible to participate in the Plan will begin participation on the first day the eligibility requirements have been satisfied, provided that an Enrollment Form is submitted to the Plan Administrator before the first day participation will

commence. Once enrolled, the employee's participation will continue from month-to-month and year-to-year until the employee's participation terminates, pursuant to Section 2.2. The Spouse and any Dependents whose medical expenses may be submitted to the HRA, must be identified on the Enrollment Form.

3.3 Employee Contributions. There are no employee contributions for benefits under the Plan.

3.4 Employer Contributions. The Employer funds the full amount of the HRA Accounts.

3.5 No Funding Under a Cafeteria Plan. The benefits can not be funded with salary reduction contributions, employer contributions (e.g. flex credits) or otherwise under a cafeteria plan.

3.6 Funding of the Plan. All of the amounts payable under the Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any participant and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

3.7 Nondiscrimination. The Plan shall not discriminate in favor of highly compensated individuals as to eligibility and benefits as defined under Code Section 105(h).

Section 4

HEALTH REIMBURSEMENT BENEFITS

4.1 Benefits. The Plan will reimburse Participants for Medical Care Expenses up to the unused amount in the Participant's HRA Account, as set forth and adjusted under Section 4.3.

4.2 Eligible Medical Care Expenses. Under the HRA, a Participant may receive reimbursement for eligible Medical Care Expenses incurred during a Period of Coverage.

An eligible Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Medical Care Expenses incurred before a Participant first becomes covered by the Plan are not eligible. However, a Medical Care Expense incurred during one Period of Coverage may be paid during a later Period of Coverage provided that the Participant was a Participant in the Plan during both Periods of Coverage. A fourth quarter carryover of deductible expenses incurred in the prior Plan Year are not applicable to any of the current Plan Year benefits.

Medical Care Expenses generally means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code section 213, but shall not include expenses that are described as “excluded expenses” under Schedule B to this Plan. Reimbursements due for Medical Care Expenses incurred by the Participant or the Participant’s Spouse or Dependents shall be charged against the Participant’s HRA Account.

Medical Care Expenses can only be reimbursed to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Insurance Plan, other insurance, or any other accident or health plan (see section 4.11 if the other health plan is a Health FSA). If only a portion of a Medical Care Expense has been reimbursed elsewhere (due to health insurance plan co-payment or deductible limitations), the HRA Account can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this plan.

4.3 Maximum Benefits. The maximum allowed benefit each year is outlined in Schedule A attached to this Plan Document.

For subsequent Plan Years, the maximum dollar limit may be changed by the Administrator and shall be communicated to Employees through the Enrollment Form, the SPD or another document. Reimbursements to Highly Compensated Individuals may be limited or treated as taxable compensation to comply with Code Section 105(h), as may be determined by the Administrator in its sole discretion.

4.4 Establishment of the HRA Account. The Administrator will establish and maintain an HRA Account with respect to each Participant but will not create a separate fund or otherwise segregate assets for this purpose. The HRA Account so established will merely be a records-keeping account with the purpose of keeping track of contributions and available reimbursement amounts.

A Participant’s HRA Account will be credited at the beginning of each year with an amount equal to the applicable maximum dollar limit for the Period of Coverage.

A Participant’s HRA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.

The amount available for reimbursement of Medical Care Expenses is the amount credited to the Participant’s HRA Account reduced by prior reimbursements debited.

4.5 Carryover of Accounts. If any balance remains in the Participant’s HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall remain the property of the Employer. Upon termination of employment or other loss of

eligibility, the Participant's coverage ceases, and expenses incurred after such time will not be reimbursed unless COBRA is elected. In addition, any HRA benefit payments that are unclaimed by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred, such as uncashed benefit checks, shall remain the property of the Employer.

4.6 Substantiation of Expenses. Each Participant must submit a written Claim Form to the Plan Administrator accompanied by a written statement or bill from an independent third party stating that the expense has been incurred and the amount thereof. The forms shall contain such evidence as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

4.7 Reimbursement. Within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses, if the Administrator approves the claim, or the Administrator will notify the Participant that his or her claim has been denied. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.

A Participant who seeks benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, within 90 days, following the close of the Plan Year in which the Medical Care Expense was incurred. The application must include the person or persons on whose behalf the Medical Care Expense was incurred, the nature and date of the Expense incurred, the amount of the requested reimbursement, and a statement that such Expenses have not otherwise been reimbursed and are not reimbursable through any other source and that Health FSA coverage, if any, for such expense has been exhausted / as described in Section 4.11.

The application shall be accompanied by a Substantiation of Expense along with any additional documentation that the Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement is at least \$10.00. If the HRA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with IRS guidance.

4.8 Reimbursements After Termination and COBRA. When a Participant ceases to be a Participant under Section 2.2, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after his or her participation terminates. The Participant, or the Participant's estate, may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to termination of participation, provided that the Participant or the Participant's estate, files a claim within 90 days following the date of termination.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, the Participant and his or her Spouse and Dependents (Qualified Beneficiaries), whose coverage terminates under the HRA Account because of a COBRA qualifying event, shall be given the opportunity to continue on a self pay basis, the same coverage that he or she had under the HRA Account the day before the qualifying event for the periods prescribed by COBRA (subject to all conditions and limitations under COBRA). However, in the event that such coverage is modified for all similarly situated non-COBRA Participants prior to the date continuation coverage is elected, Qualified Beneficiaries shall be eligible to continue the same coverage that is provided to similarly situated non-COBRA participants, provided that the applicable premium is paid. A premium for continuation coverage shall be charged to Qualified Beneficiaries in such amounts and shall be payable at such times as are established by the Plan Administrator and are permitted by COBRA.

4.9 Named Fiduciary. City of Spring Valley Village is the named fiduciary for the Plan for purposes of ERISA section 402(a).

4.10 Compliance with ERISA, COBRA, HIPAA, etc. Benefits shall be provided in compliance with ERISA, COBRA, HIPAA, FMLA, USERRA, and other group health plan laws to the extent required by such laws.

4.11 Coordination of Benefits; Health FSA to Reimburse First. Benefits under this plan are intended to pay benefits solely for Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise eligible Medical Care Expense is payable or reimbursable from another source, that other source shall pay or reimburse prior to payment or reimbursement from this Plan. Without limiting the foregoing, if the Participant's Medical Care Expenses are covered by both this Plan and by a Health FSA sponsored by the Employer, then this Plan is available for reimbursement of such Medical Care Expense before reimbursement under the Health FSA.

4.12 Debit Cards (*if applicable*). New proposed regulations incorporate previous guidance on the use of a debit card to pay, substantiate and reimburse qualified expenses.

- Before a Participant receives a HRA debit card he/she must agree in writing to the following:
 - That the debit card will only be used to pay for medical expenses (as defined by section 213(d)) of the employee, spouse and/or dependent;
 - That the debit card will not be used for expenses that have already been reimbursed;
 - That he/she will not seek reimbursement under any other health plan for any expense paid with the debit card; and
 - That he/she will acquire and retain sufficient documentation to substantiate any expense paid with the debit card.
- The debit card must contain a statement providing that the above provisions have been agreed to in writing, and are reaffirmed each time the employee uses the card.
- The card will be automatically cancelled when the employee ceases participation in the Plan.
- The Plan Administrator limits the use of the debit card to:
 - Medical Care Providers (physicians, dentists, hospitals, etc.).
 - Stores with merchant category codes (MCC) for drugstores and pharmacies if such stores meet the 90% gross receipts test for items that qualify as section 213(d) expenses.
 - Stores that have implemented the inventory information approval system (IIAS).

Please Note: Plan Administrators may limit the use of the debit card to IIAS Merchants to avoid debit card use for ineligible OTC items and may limit debit card use to certain types of expenses to be consistent with the HRA benefit.
- The employer substantiates claims in compliance with the regulations.
- The Plan Administrator will follow proper correction procedures for improper payments as outlined in IRS proposed regulations.

New regulations permit substantiation for expenses that are copay matches (exact multiples of five or fewer), recurring expenses and real-time substantiation. The proposed regulations permit point-of-sale substantiation when the inventory information approval system matches the expense with a list of § 213(d) expenses. The Plan Administrator is responsible to ensure that the inventory information approval system meets the requirements of the new regulations.

Section 5

APPEALS PROCEDURE

5.1 Procedure If Benefits Are Denied Under This Plan. If a claim for reimbursement under this Plan is wholly or partially denied, claims shall be administered in accordance with the claims procedure set forth in the SPD. The Committee acts on behalf of the Administrator with respect to appeals.

Section 6

PLAN ADMINISTRATION

6.1 Administrator. The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

6.2 Powers of the Administrator. The Administrator shall have the duties and powers it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- (A) to construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan, and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan.
- (B) to prescribe procedures to be followed and the forms to be used by Employees and Participants to enroll in and submit claims pursuant to this Plan;
- (C) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Administrator determines to be appropriate;
- (D) to request and receive from all Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (E) to furnish each Employee and Participant with reports with respect to the

administration of this Plan as the Administrator determines to be reasonable and appropriate;

(F) to receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Administrator determines from time to time to be necessary and proper;

(G) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;

(H) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;

(I) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

(J) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

The Plan Administrator shall adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan; and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. Records of administration of the Plan shall be kept by the Plan Administrator, and Participants and their Beneficiaries may examine records pertaining directly to themselves.

6.3 Provision for Third-Party Plan Service Providers. The Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

6.4 Fiduciary Liability. To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

6.5 Compensation of the Plan Administrator. Unless otherwise determined by the employer and permitted by law, any Administrator who is also an employee of the employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the

performance of their duties shall be paid by the employer.

6.6 Inability to Locate Payee. If the Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

6.7 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under code Section 105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerate, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan.

Section 7

HIPAA PRIVACY AND SECURITY

7.1 Employer's Certification of Compliance. The Plan shall not disclose Protected Health Information to the Employer unless the Employer certifies that the Plan document incorporates the provisions of 45 CFR § 164.504(f) (2)(ii), and that Employer agrees to conditions of disclosure set forth in this Article VIII.

7.2 Permitted Disclosure of Enrollment/Disenrollment Information. The Plan may disclose to the Employer information on whether the individual is participating in the Plan.

7.3 Permitted Uses and Disclosures of Summary Health Information. The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

“Summary Health Information” means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR §

164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

7.4 Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administration Purposes. Unless otherwise permitted by law, the Plan may disclose a Covered Individual's Protected Health Information to the Employer, provided that the Employer will use or disclose such Protected Health Information only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing (including appeals), auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment-related functions. Any disclosure to and use by Employer of a Covered Individual's Protected Health Information will be subject to and consistent with the provisions of this Article VIII (including, but not limited to, the restrictions on Employer's use and disclosure described in 7.5) and the specifications and requirements of the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64.

7.5 Restrictions on Employer's Use and Disclosure of Protected Health Information.

- (a) Employer will neither use nor further disclose a Covered Individual's Protected Health Information, except as permitted or required by the Plan document, or as required by law.
- (b) Employer will ensure that any agent, including any subcontractor, to which it provides a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan, agrees to the restrictions, conditions, and security measures of the Plan document that apply to Employer with respect to the Protected Health Information or Electronic Protected Health Information, respectively.
- (c) Employer will not use or disclose a Covered Individual's Protected Health Information for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of Employer.
- (d) Employer will report to the Plan any use or disclosure of a Covered Individual's Protected Health Information that is inconsistent with the uses and disclosures allowed under the Plan document of which the Employer becomes aware.
- (e) Employer will make Protected Health Information available to the Plan or to the Covered

Individual who is the subject of the information in accordance with 45 C.F.R. § 164.524.

(f) Employer will make a Covered Individual's Protected Health Information available for amendment, and will on notice amend a Covered Individual's Protected Health Information, in accordance with 45 C.F.R. § 164.526.

(g) Employer will track disclosures it may make of a Covered Individual's Protected Health Information that are accountable under 45 C.F.R. § 164.528 so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(h) Employer will make its internal practices, books, and records relating to its use and disclosure of a Covered Individual's Protected Health Information received from the plan available to the Plan and to the U.S. Department of Health and Human Services to determine compliance with the HIPAA Privacy Rule at 45 C.F.R. Part 164, Subpart E.

(i) Employer will, if feasible, return or destroy all Protected Health Information of a Covered Individual, in whatever form or medium, received from the Plan, including all copies thereof and all data, compilations, or other works derived therefrom that allow identification of any Covered Individual who is the subject of the Protected Health Information, when the Covered Individual's Protected Health Information is no longer needed for the plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all such Protected Health Information, Employer will limit the use or disclosure of any Covered Individual's Protected Health Information that cannot feasibly be returned or destroyed to those purposes that make the return or destruction of the information infeasible.

(j) Employer will ensure that the adequate separation between Plan and Employer (i.e., the "firewall"), required in 45 CFR § 504(f)(2)(iii), is satisfied.

7.6 Adequate Separation Between Employer and the Plan.

(a) Only the following employees or classes of employees or other workforce members under the control of Employer may be given access to a Covered Individual's Protected Health Information or Electronic Protected Health Information received from the Plan or a business associate servicing the Plan:

- Privacy Official;
- Employees in the Employer's Human Resources Department;
- Employees in the Employer's Office of General Counsel; and

- Any other class of employees designated in writing by the Privacy Official.

(b) The employees, classes of employees or other workforce members identified in Section 7.6(a), above, will have access to a Covered Individual's Protected Health Information or Electronic Protected Health Information only to perform the plan administration functions that Employer provides for the Plan, as specified in Section 7.5, above.

(c) The employees, classes of employees or other workforce members identified in Section 7.6(a), above, will be subject to disciplinary action and sanctions pursuant to the Employer's employee discipline and termination procedures, for any use or disclosure of a Covered Individual's Protected Health Information or Electronic Protected Health Information in breach or violation of or noncompliance with the provisions of this Article VIII.

7.7 Security Measures for Electronic Protected Health Information. The Employer will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of a Covered Individual's Electronic Protected Health Information that the Employer creates, receives, maintains, or transmits on the Plan's behalf.

7.8 Notification of Security Incident. The Employer will report to the Plan any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in the Employer's information systems, of which the Employer becomes aware.

Section 8

MISCELLANEOUS PROVISIONS

8.1 Expenses. All reasonable expenses incurred in administering the Plan are currently paid by the Employer.

8.2 Not an Employment Contract. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

8.3 Amendment and Termination. The Employer reserves the right to amend or terminate all or any part of this Plan at any time for any reason, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan. Any such amendment or termination shall be effective as of such date as the Employer shall determine.

8.4 Headings and Captions. The headings and captions set forth in the Plan are provided

for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.

8.5 Applicable Laws. This Plan shall be construed, administered and enforced according to the applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.

8.6 Code and ERISA Compliance. It is intended that this Plan meet all applicable requirements of the IRS Code and ERISA, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code and/or ERISA, the provisions of the Code and ERISA shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

8.7 Tax Consequences. Neither the Employer nor the Plan Administrator makes any warranty or guarantee that any amounts paid to or for the benefit of any Participant under this Plan will be treated as excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the responsibility of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable. Under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employee as a result thereof.

8.8 Indemnification of the Employer. If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

8.9 Non-Assignability of Rights. The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

8.10 Plan Provision Controlling. In the event that the terms or provisions of any summary or

description of this Plan, or of any other instrument are in any construction interpreted as being in conflict with the provisions of the Plans as set forth in this document, the provisions of this Plan shall be controlling.

8.11 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

Executed January 1, 2016

CITY OF SPRING VALLEY VILLAGE

By: _____ Witness: _____
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Schedule A
SCHEDULE OF BENEFITS AND ELIGIBLE EXPENSES
Medical Expenses That Are Reimbursable

Maximum Benefits. The maximum allowed benefit each year for Employee Only Coverage is \$500.00 for expenses applicable to the deductible; and for Employee plus Qualified Dependents Coverage the annual maximum is \$1,000.00 for expenses applicable to the deductible.

Employee Only Coverage: Employee pays the first \$1,000.00 of deductible expenses; the HRA pays \$500.00 of deductible expenses. **Maximum: \$500.00**

Employee and Qualified Dependent(s) Coverage: Employee pays the first \$2,000.00 of deductible expenses; the HRA pays \$1,000.00 of deductible expenses. **Maximum: \$1,000.00**

Substantiation of Expenses. Medical expenses that qualify and expenses that do not qualify for reimbursement are defined in the benefit booklet of the group Health Insurance Plan. All claims should be submitted first to the group health plan for processing. The group Health Insurance Plan will provide each Participant with an Explanation of Benefit (EOB) explaining whether the expense qualifies for payment or credit against the deductible. Each Participant must submit a written Claim Form to the Plan Administrator accompanied by a copy of the EOB stating that the expense has been incurred, the amount thereof, and whether the claim qualifies for payment or credit against the deductible.

Carryover of Accounts. There is no carryover of unused HRA Account balances or deductible credit to the next Plan Year. The intent of the Plan is to cushion Participants from the effects of the expenses incurred in the Plan Year and applicable to the group Health Insurance Plan deductible.

The City of Spring Valley Village HRA Plan document contains the general rules governing what expenses are reimbursable. This Schedule A, as referenced in the Plan document, specifies certain expenses that are reimbursable, if they meet the definition of “medical care” under Code Section 213 and may otherwise be reimbursable under IRS guidance pertaining to HRAs.

Schedule B
SCHEDULE OF INELIGIBLE EXPENSES
Medical Expenses That Are Not Reimbursable

The HRA pays for qualifying expenses applicable to the deductible only. If an expense is not covered by the health plan and not applied to the deductible, then it is not a covered expense. Medical expenses that do not qualify for reimbursement are defined in the limitations and exclusions section of the Group Health Insurance Plan benefit booklet.

The City of Spring Valley Village HRA Plan document contains the general rules governing what expenses are reimbursable. This Schedule B, as referenced in the Plan document, specifies certain expenses that are not reimbursable, even if they meet the definition of “medical care” under Code Section 213 and may otherwise be reimbursable under IRS guidance pertaining to HRAs.

Schedule C

CITY OF SPRING VALLEY VILLAGE

AFFILIATED COMPANIES

Name of Participating Employer

None

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Loyd Evans
 (713) 465-8323
 (713) 465-3135
 levans@springvalleytx.com



Quotation

Quote: Q-68246-4
 Date: 5/4/2016 8:55 AM
 Quote Expiration: 6/6/2016
 Contract Start Date*: 5/4/2016
 Contract Term: 5 years

AX Account Number:
 327244

Bill To:
 SPRING VALLEY VILLAGE POLICE DEPT.
 1025 CAMPBELL ROAD
 HOUSTON, TX 77055
 US

Ship To:
 Loyd Evans
 SPRING VALLEY VILLAGE POLICE DEPT.
 1025 CAMPBELL ROAD
 HOUSTON, TX 77055
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sam Phillips	480-463-2132	sPhillips@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1(Due Net 30)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
24	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
48	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
240	44205	Cartridge - Simulation	USD 0.00	USD 0.00	USD 0.00	USD 0.00
240	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 170.52	USD 170.52	USD 170.52	USD 0.00
24	85198	TASER 60 YEAR 1 PAYMENT: X26P PREMIUM	USD 372.00	USD 8,928.00	USD 2,700.00	USD 6,228.00
Year 1(Due Net 30) Total Before Discounts:						USD 9,098.52
Year 1(Due Net 30) Discount:						USD 2,870.52
Year 1(Due Net 30) Net Amount Due:						USD 6,228.00

Year 2 (Due in 2017)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	85199	TASER 60 YEAR 2 PAYMENT: X26P PREMIUM	USD 372.00	USD 8,928.00	USD 0.00	USD 8,928.00
Year 2 (Due in 2017) Total Before Discounts:						USD 8,928.00
Year 2 (Due in 2017) Net Amount Due:						USD 8,928.00

Year 3 (Due in 2018)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	85200	TASER 60 YEAR 3 PAYMENT: X26P PREMIUM	USD 372.00	USD 8,928.00	USD 0.00	USD 8,928.00
Year 3 (Due in 2018) Total Before Discounts:						USD 8,928.00
Year 3 (Due in 2018) Net Amount Due:						USD 8,928.00

Year 4 (Due in 2019)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	85216	TASER 60 YEAR 4 PAYMENT: X26P PREMIUM	USD 372.00	USD 8,928.00	USD 0.00	USD 8,928.00
Year 4 (Due in 2019) Total Before Discounts:						USD 8,928.00
Year 4 (Due in 2019) Net Amount Due:						USD 8,928.00

Year 5 (Due in 2020)

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	85217	TASER 60 YEAR 5 PAYMENT: X26P PREMIUM	USD 372.00	USD 8,928.00	USD 0.00	USD 8,928.00
Year 5 (Due in 2020) Total Before Discounts:						USD 8,928.00
Year 5 (Due in 2020) Net Amount Due:						USD 8,928.00

Subtotal	USD 41,940.00
Estimated Shipping & Handling Cost	USD 503.28
Grand Total	USD 42,443.28

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.taser.com/legal>, and the terms and conditions of TASER's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.



MOTOROLA SOLUTIONS

7840 N. Sam Houston Pkwy W.
Houston, Texas 77084
Prepared by: Ben Zotyka
(832)857-5086

5/10/2018

SPRING VALLEY POLICE DEPARTMENT
HGAC CONTRACT RADIO SUBSCRIBER

(Rack #/APX#/HGM#)					
Item	Quant	Model	Description	HGAC Contract	Extended
1	5	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 2,598.00	\$ 12,980.00
1a	5	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$ -
1b	5	H38	ADD: SMARTZONE OPERATION	\$ -	\$ -
1c	5	Q361	ADD: P25 9800 BAUD TRUNKING	\$ -	\$ -
1d	5	QA00580	ADD: TDMA OPERATION	\$ -	\$ -
1e	5	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ -	\$ -
1f	5	Q947	ADD: RADIO PACKET DATA	\$ -	\$ -
1g	5	QA01767	ADD: LINK LAYER RADIO AUTHENTICATION	\$ -	\$ -
1h	5	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1i	5	H886BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE(3YR TOTAL)	\$ -	\$ -
1j	5	QA00583	ADD: BLUETOOTH	\$ -	\$ -
1k	5	QA00782	ADD: GPS ACTIVATION	\$ 90.00	\$ 450.00
1l	5	Q629	ENH: AES ENCRYPTION	\$ 500.00	\$ 2,500.00
1m	5	Q498	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY	\$ -	\$ -
2	5	NNTN7080A	IMPRES SU CHARGER	\$ 88.75	\$ 443.75
3	5	PMMN4062	IMPRES RSM NOISE CANCELLING, 3.5MM	\$ 75.97	\$ 379.86
4	5	PMLN5657	LEATHER CARRING CASE 2.75" SWIVEL	\$ 46.16	\$ 230.75

Total	\$	16,984.35
TOTAL	\$	16,984.35
HGAC FEE(paid)	\$	254.77
TAX		EXEMPT
SHIPPING		FREE
TOTAL	\$	16,984.35

STORM DRAINAGE EASEMENT

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

 THAT White Development, Inc., a Texas corporation (“Grantor”), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the City of Spring Valley Village, Texas, a municipal corporation of the State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the said Grantee, its successors, assigns and legal representatives, a perpetual easement for the purpose of constructing, reconstructing, altering, and maintaining storm drainage facilities in, under, over, along, upon, and across that certain .0464 acre tract of land, more or less (“Easement”), located in the A. Osbourne Survey, Abstract 610, Harris County, Texas, same being more particularly described and depicted in Exhibit "A" attached hereto and for all things made a part hereof.

 Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain storm drainage facilities within said Easement and to operate thereon all necessary machinery and equipment to efficiently prosecute the work. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement property for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

 This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record relative to the Easement, but only to the extent that the same are still in force and effect and enforceable against the same.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor binds itself, its successors and assigns, to warrant and forever defend all and singular the said easement unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2016.

GRANTOR:

White Development, Inc.

By: _____ (Name)
_____ (Title)

Accepted:

City of Spring Valley Village

By: _____
Tom Ramsey
Mayor

ADDRESS OF GRANTEE:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned Notary Public, 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 executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said White Development, Inc.

GIVEN under my hand and seal of office, this ____ day of _____, 2016.

Notary Public In and For the State of Texas

My Commission Expires: _____



Windrose Land Services

3200 Wilcrest, Suite 325

Houston, Texas 77042

Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants

Land Surveying, Platting, Project Management and GIS Services

Firm Registration No. 10108800

**DESCRIPTION OF
0.0464 ACRES OR 2,020 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.0464 ACRES OR 2,020 SQUARE FEET OF LAND BEING A PORTION OF LOT 4, HOLM SUBDIVISION AS RECORDED IN VOLUME 14, PAGE 01, HARRIS COUNTY MAP RECORDS (H.C.M.R.), CONVEYED TO GEO W. BUTCHER, AS RECORDED IN VOL. 1194, PG. 320, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), SITUATED IN THE A. OSBORNE, ABSTRACT NO. 610, HARRIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WESTVIEW DRIVE (80 FEET WIDE) AS SHOWN ON CITY OF HOUSTON DRAWING NO. 36586, AND THE WEST RIGHT-OF-WAY LINE OF FRIES ROAD (60 FEET WIDE) AS RECORDED IN VOL. 14, PG. 01, H.C.M.R., MARKING THE NORTHEAST CORNER OF SAID LOT 4;

THENCE, SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, A DISTANCE OF 194.79 FEET TO THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, A DISTANCE OF 134.79 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET AT THE SOUTHEAST CORNER OF SAID GEO W. BUTCHER TRACT BEARS SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, A DISTANCE OF 10.00 FEET;

THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, THROUGH AND ACROSS SAID LOT 4, AS FOLLOWS:

SOUTH 88 DEG. 35 MIN. 27 SEC. WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 02 DEG. 08 MIN. 32 SEC. WEST, A DISTANCE OF 134.60 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 51 MIN. 28 SEC. EAST, A DISTANCE OF 15.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.0464 ACRES OR 2,020 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 52624-0.0464-DE, PREPARED BY WINDROSE LAND SERVICES.


MIKE KURKOWSKI
R.P.L.S. NO. 5101
STATE OF TEXAS



05-02-2016
DATE



NORTH

SCALE: 1" = 50'

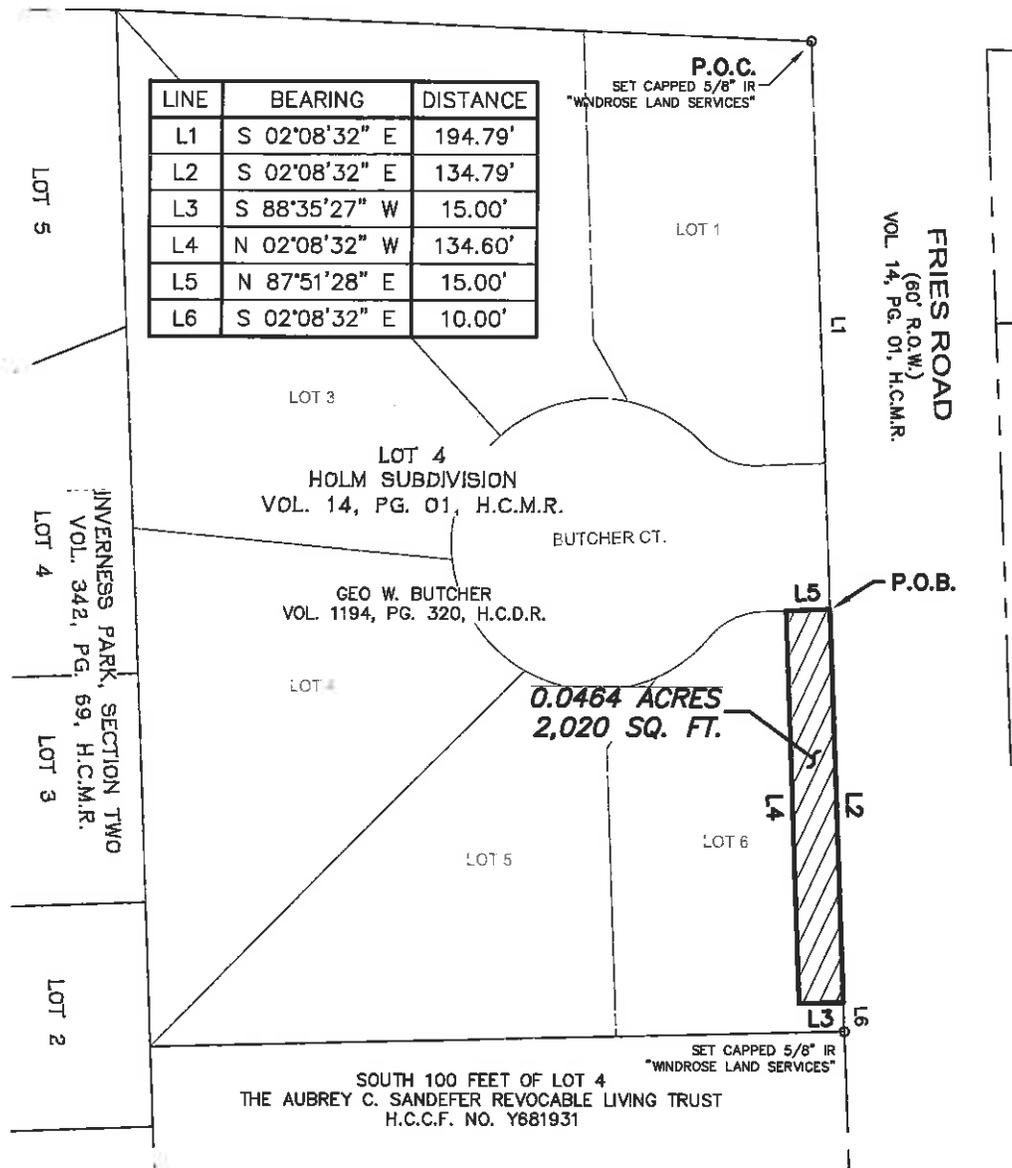
GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

WESTVIEW DRIVE

(80' R.O.W.)

C.O.H. DWG. NO. 36586



**EXHIBIT OF
0.0464 AC. / 2,020 SQ. FT.
SITUATED IN THE
A.H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS**

FIELD BY: -	DATE: 05-02-2016
DRAWN BY: TMW	REV:
CHECKED BY: MK	REV:
JOB NO. 52824-0.0464-DE	REV:
SHEET 1 OF 2	REV:



Windrose Land Services

3200 Wilcrest, Suite 325

Houston, Texas 77042

Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants

Land Surveying, Platting, Project Management, GIS Services

Firm Registration No. 10108900

STORM DRAINAGE EASEMENT

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

THAT White Development, Inc., a Texas corporation ("Grantor"), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by the City of Spring Valley Village, Texas, a municipal corporation of the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the said Grantee, its successors, assigns and legal representatives, a perpetual easement for the purpose of constructing, reconstructing, altering, and maintaining storm drainage facilities in, under, over, along, upon, and across that certain .2271 acre tract of land, more or less ("Easement"), located in the A. Osbourne Survey, Abstract 610, Harris County, Texas, same being more particularly described and depicted in Exhibit "A" attached hereto and for all things made a part hereof.

Grantee may do and perform all acts necessary to construct, reconstruct, repair, relocate, or maintain storm drainage facilities within said Easement and to operate thereon all necessary machinery and equipment to efficiently prosecute the work. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement property for any and all purposes which do not interfere with or prevent the use by Grantee of the Easement for the purposes stated herein.

This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record relative to the Easement, but only to the extent that the same are still in force and effect and enforceable against the same.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee, its successors and assigns forever, and Grantor binds itself, its successors and assigns, to warrant and forever defend all and singular the said easement unto Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2016.

GRANTOR:

White Development, Inc.

By: _____ (Name)
_____ (Title)

Accepted:

City of Spring Valley Village

By: _____
Tom Ramsey
Mayor

ADDRESS OF GRANTEE:

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned Notary Public, 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 executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said White Development, Inc.

GIVEN under my hand and seal of office, this ____ day of _____, 2016.

Notary Public In and For the State of Texas

My Commission Expires: _____



Windrose Land Services
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
Land Surveying, Platting, Project Management and GIS Services
Firm Registration No. 10108800

**DESCRIPTION OF
0.2271 ACRES OR 9,891 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.2271 ACRES OR 9,891 SQUARE FEET OF LAND BEING A PORTION OF LOT 4, HOLM SUBDIVISION AS RECORDED IN VOLUME 14, PAGE 01, HARRIS COUNTY MAP RECORDS (H.C.M.R.), CONVEYED TO GEO W. BUTCHER, AS RECORDED IN VOL. 1194, PG. 320, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), SITUATED IN THE A. OSBORNE, ABSTRACT NO. 610, HARRIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WESTVIEW DRIVE (80 FEET WIDE) AS SHOWN ON CITY OF HOUSTON DRAWING NO. 36586, AND THE WEST RIGHT-OF-WAY LINE OF FRIES ROAD (60 FEET WIDE) AS RECORDED IN VOL. 14, PG. 01, H.C.M.R., MARKING THE NORTHEAST CORNER OF SAID LOT 4;

THENCE, SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, A DISTANCE OF 14.04 FEET TO THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, A DISTANCE OF 130.75 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET AT THE SOUTHEAST CORNER OF SAID GEO W. BUTCHER TRACT BEARS SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, A DISTANCE OF 194.79 FEET;

THENCE, LEAVING THE WEST RIGHT-OF-WAY LINE OF SAID FRIES ROAD, THROUGH AND ACROSS SAID LOT 4, AS FOLLOWS:

SOUTH 87 DEG. 51 MIN. 28 SEC. WEST, A DISTANCE OF 23.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 48 DEG. 11 MIN. 23 SEC., AN ARC LENGTH OF 21.03 FEET, A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEG. 02 MIN. 51 SEC. WEST, 20.41 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

SOUTHWESTERLY, WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 196 DEG. 13 MIN. 58 SEC., AN ARC LENGTH OF 171.25 FEET, A RADIUS OF 50.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 37 DEG. 55 MIN. 52 SEC. WEST, 99.00 FEET TO AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 44 DEG. 38 MIN. 27 SEC. WEST, A DISTANCE OF 10.28 FEET TO THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHWESTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 45 DEG. 34 MIN. 33 SEC., AN ARC LENGTH OF 47.73 FEET, A RADIUS OF 60.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEG. 52 MIN. 59 SEC. WEST, 46.48 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 84 DEG. 33 MIN. 50 SEC. WEST, A DISTANCE OF 90.37 FEET TO THE WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 02 DEG. 06 MIN. 16 SEC. WEST, A DISTANCE OF 16.14 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 84 DEG. 33 MIN. 50 SEC. EAST, A DISTANCE OF 89.74 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 36 DEG. 41 MIN. 36 SEC., AN ARC LENGTH OF 38.42 FEET, A RADIUS OF 60.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 21 DEG. 48 MIN. 09 SEC. EAST, 37.77 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 42 DEG. 11 MIN. 16 SEC. WEST, A DISTANCE OF 161.93 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;



Windrose Land Services
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
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Firm Registration No. 10108800

NORTH 02 DEG. 06 MIN. 16 SEC. WEST, A DISTANCE OF 9.48 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 87 DEG. 36 MIN. 08 SEC. EAST, A DISTANCE OF 13.90 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 42 DEG. 11 MIN. 16 SEC. EAST, A DISTANCE OF 159.42 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 25 DEG. 35 MIN. 43 SEC., AN ARC LENGTH OF 26.80 FEET, A RADIUS OF 60.00 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 68 DEG. 16 MIN. 17 SEC. EAST, 26.58 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 02 DEG. 08 MIN. 32 SEC. WEST, A DISTANCE OF 103.00 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 87 DEG. 36 MIN. 08 SEC. EAST, A DISTANCE OF 16.05 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

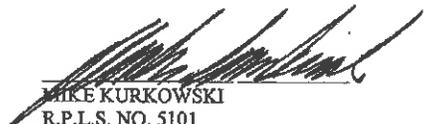
SOUTH 02 DEG. 08 MIN. 32 SEC. EAST, A DISTANCE OF 101.97 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHEASTERLY, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18 DEG. 05 MIN. 51 SEC., AN ARC LENGTH OF 18.95 FEET, A RADIUS OF 60.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEG. 33 MIN. 20 SEC. EAST, 18.87 FEET TO A POINT OF TANGENCY;

SOUTH 65 DEG. 30 MIN. 26 SEC. EAST, A DISTANCE OF 41.40 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 02 DEG. 08 MIN. 32 SEC. WEST, A DISTANCE OF 121.87 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 87 DEG. 36 MIN. 08 SEC. EAST, A DISTANCE OF 15.05 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.2271 ACRES OR 9,891 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 52624-0.2271-DE, PREPARED BY WINDROSE LAND SERVICES.


MIKE KURKOWSKI
R.P.L.S. NO. 5101
STATE OF TEXAS



05-02-2016
DATE



NORTH

SCALE: 1" = 50'

CURVE TABLE

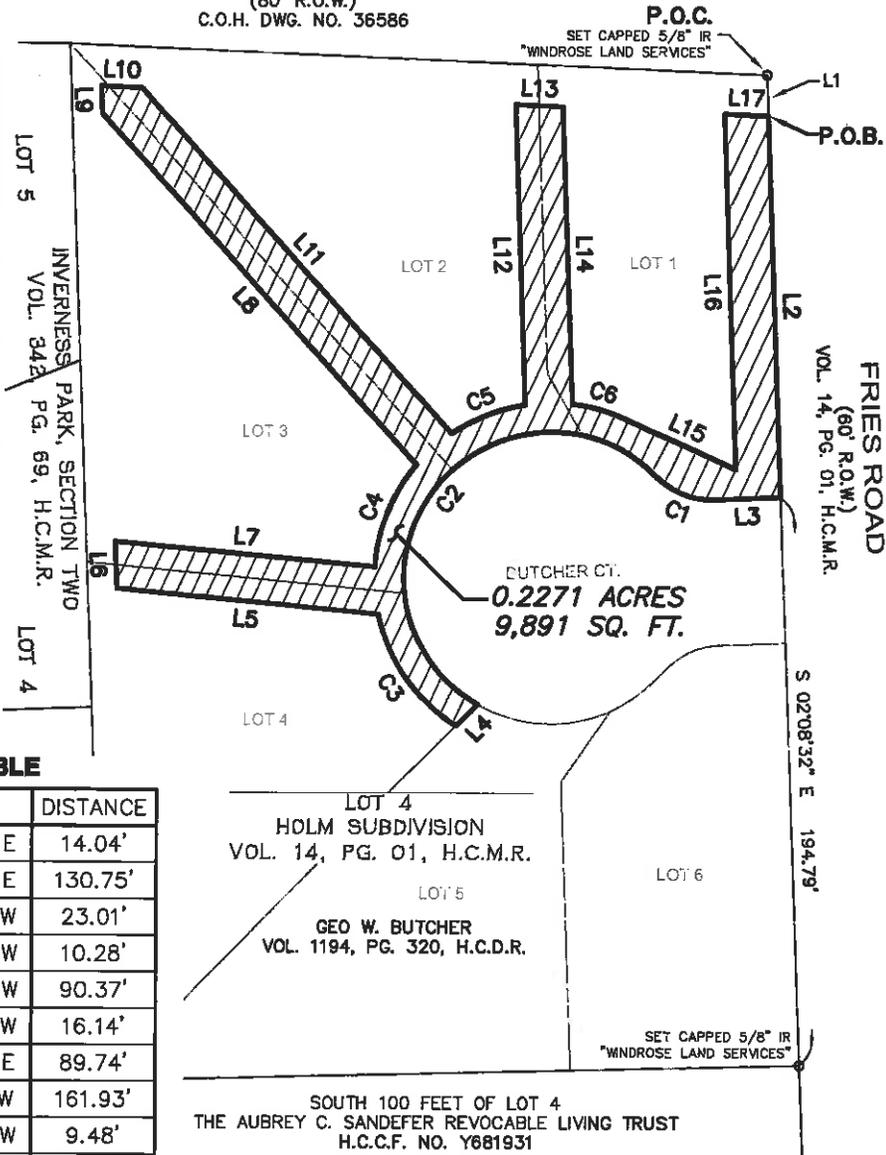
CURVE	RADIUS	DELTA	ARC	CHORD
C1	25.00'	48°11'23"	21.03'	N 68°02'51" W 20.41'
C2	50.00'	196°13'58"	171.25'	S 37°55'52" W 99.00'
C3	60.00'	45°34'33"	47.73'	N 34°52'59" W 46.48'
C4	60.00'	36°41'36"	38.42'	N 21°48'09" E 37.77'
C5	60.00'	25°35'44"	26.80'	N 68°16'17" E 26.58'
C6	60.00'	18°05'51"	18.95'	S 74°33'20" E 18.87'

WESTVIEW DRIVE

(80' R.O.W.)
C.O.H. DWG. NO. 36586

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. (NAD83)
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°08'32" E	14.04'
L2	S 02°08'32" E	130.75'
L3	S 87°51'28" W	23.01'
L4	S 44°38'27" W	10.28'
L5	N 84°33'50" W	90.37'
L6	N 02°06'16" W	16.14'
L7	S 84°33'50" E	89.74'
L8	N 42°11'16" W	161.93'
L9	N 02°06'16" W	9.48'
L10	S 87°36'08" E	13.90'
L11	S 42°11'16" E	159.42'
L12	N 02°08'32" W	103.00'
L13	S 87°36'08" E	16.05'
L14	S 02°08'32" E	101.97'
L15	S 65°30'26" E	41.40'
L16	N 02°08'32" W	121.87'
L17	S 87°36'08" E	15.05'

EXHIBIT OF
0.2271 AC. / 9,891 SQ. FT.
SITUATED IN THE
A.H. OSBORNE SURVEY
ABSTRACT NO. 610
HARRIS COUNTY, TEXAS

FILED BY:	-	DATE:	05-02-2016
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CHECKED BY:	MK	REV:	
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SHEET 1 OF 3		REV:	



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