



Regular City Council Meeting
January 22, 2019
6:00 p.m.

Tom S. Ramsey, Mayor
David Dominy
Joy McCormack

Allen Carpenter, Mayor Pro Tem
Tom Donaho
Marcus Vajdos



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, January 22, 2019, 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

None.

4. PUBLIC COMMENTS

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

5. 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.

5.1 Minutes for City Council Meeting on December 11, 2018

5.2 2018 Racial Profiling Report presented by the Spring Valley Village Police Department

OLD BUSINESS

6. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Activities of the Village Fire Department Commissioners Meeting on December 19, 2018. (Council Member Carpenter / Mayor Ramsey)

7. UPDATE, DISCUSSION AND POSSIBLE ACTION CONCERNING: Support of Village Fire Department Commissioners' Decision To Reinstate Bunker Hill Village as a Full Member of the Village Fire Department and for Such Reinstatement to Occur at the Earliest Possible Date and Not Later than January of 2020. (Mayor Ramsey)

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of METRO Related to New Bond Issuance and Anticipated Meeting of the METRO Multi-Cities Coalition. (Mayor Ramsey)
9. **BRIEFING AND DISCUSSION CONCERNING:** AED Implementation Success Story in Spring Valley Village. (Mayor Ramsey)

NEW BUSINESS

10. **BRIEFING, DISCUSSION AND POSSIBLE ACTION CONCERNING:** Plans for New SBMSA Athletic Complex at 9016 Westview Drive and Possible Cost Sharing Related to Walking Trail.
11. **DISCUSSION AND DIRECTION CONCERNING:** Possible Revision to Section 1.1803, Offenses, of Article 1.1800, Rules and Regulations of Public Parks, in the Code of Ordinances to Allow Domestic Animals in City Parks.
12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2019-XX – AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SPRING VALLEY VILLAGE, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; AND LEVYING AN AD VALOREM TAX; PLEDGING CERTAIN NET REVENUES; AUTHORIZING THE EXECUTION OF A TRANSFER AND PAYING AGENCY AGREEMENT; AND OTHER MATTERS IN CONNECTION THEREWITH.
13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution No. 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, EXPRESSING ITS OPPOSITION TO LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES, LOCAL REVENUE AND LOCAL CONTROL; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2019-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTIONS.
15. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 19-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC. FOR CITYWIDE INSTALLATION OF NEW WATER METERS AND AN AUTOMATED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

16. **BRIEFING AND DISCUSSION CONCERNING:** Briar Branch Flood Damage Mitigation Project Being Undertaken by Memorial City Redevelopment Authority (TIRZ 17).
17. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Creation of New Assistant to the City Administrator Position and Approval of Placement in Adopted Job Alignment and Salary Ranges for All City Positions.
18. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** December 2018 Police Department Staff Report (Chief Evans):
 1. Number of Calls for Service
 2. Number of Traffic Violations
 3. Number of K-9 Deployments
19. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
 1. Status of Replat for 1138 Joshua Lane
 2. Status of Wellington SRP Development
 3. Status of Bid for New Water Well Project
 4. Status of Development of Traffic Calming/Control Measure Policy
 5. Snow Day Rescheduled for Saturday, January 26, 2019
 6. New Board and Commission Member Orientation Session Held on January 16, 2019

20. **ADJOURNMENT**

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

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

I certify that a copy of the January 22, 2019 agenda of items to be considered by City Council was posted on or before the 17th day of January, 2019, at 1:00 p.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest:


Roxanne Benitez, TRMC, CPM, CMCC
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.

Consent Agenda Items

**MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, DECEMBER 11, 2018 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 6:07 p.m.

Members Present:

Mayor Tom Ramsey

Mayor Pro-Tem Allen Carpenter

Council Member David Dominy

Council Member Joy McCormack

Council Member Marcus Vajdos (arrived at 6:13 p.m.)

Members Absent:

Council Member Tom Donaho

2. INTRODUCTIONS

Julie Robinson, City Administrator

Roxanne Benitez, City Secretary

Michelle Yi, City Treasurer

Loren Smith, City Attorney

Mark Schulze, Police Captain

David Dixon, Police Commissioner

Oscar Arevalo, Building Official

Arthur Faiello, Director of Public Works

Alex Trevino, Deputy City Secretary

3. PROCLAMATIONS / ANNOUNCEMENTS / PRESENTATIONS

3.1 Presentation of Level III Municipal Court Clerk Certification to Roxanne Benitez

Pat Riffel, Court Administrator for the City of Friendswood and on behalf of the Texas Court Clerks Association, presented City Secretary Roxanne Benitez with a plaque, honoring her achievement.

4. PUBLIC COMMENTS

4.1 Lacy Hamilton, who lives at 1108 Bade Street, requested that the park ordinance be amended to allow dogs in the park.

5. 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.

5.1 Minutes for City Council Meeting on November 13, 2018

- 5.2 Minutes from City Council Traffic Calming Workshop on November 13, 2018
- 5.3 Resolution Number 18-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE.
- 5.4 Resolution Number 18-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR ADMINISTRATION AND IMPLEMENTATION OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND HARRIS COUNTY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
- 5.5 Award of Request for Proposals Number 2018-09-501 for Grant Services to Public Management, Inc.
- 5.6 Resolution Number 18-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PUBLIC MANAGEMENT, INC. FOR GRANT SERVICES (RFP #2018-09-501); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

OLD BUSINESS

- 6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on November 28, 2018. (Council Member Carpenter / Mayor Ramsey)

Council Member Carpenter advised that the last meeting was well attended and that the next meeting would be held at the Hedwig Village City Hall.

- 7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of December 10, 2018. (Council Member Vajdos / City Attorney Loren Smith)

Council Member Vajdos advised that Items 9, 10, and 11 were recommended by the Planning & Zoning Commission and added that an ordinance revising the regulations for carports and porte cocheres would be on the January 22 City Council agenda.

- 8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities

of the Civic Activities Board Meeting of November 26, 2018. (Council Member Donaho)

Council Member Donaho was unable to attend the meeting. City Treasurer Michelle Yi advised that preparations for Snow Day which was scheduled for December 8 was discussed at the meeting; however was cancelled due to inclement weather. Ms. Yi added that the Holiday Lights contest was also discussed and judging occurred on the previous evening. Winners will be announced on December 12, 2018.

NEW BUSINESS

- 9. CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-plat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

Mayor Ramsey opened the Public Hearing at 6:36 p.m.

- A. Presentation of Preliminary and Final Re-Plat by Applicant
The applicant was not in attendance. Chief Building Official Oscar Arevalo presented the requested Preliminary and Final Re-Plat.
- B. Those In Favor
None.
- C. Those Opposed
None.
- D. Adjourn Public Hearing
Mayor Ramsey adjourned the Public Hearing at 6:38 p.m.

- 10. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-plat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

Council Member Vajdos made a motion to approve the preliminary and final re-plat of Spring Oaks Section 3, Partial Re-plat No. 2, a plot containing 0.3067 acres of land, situated in Dwelling District 'A', City of Spring Valley Village, Harris County, Texas bearing the address of 8324 Merlin Drive, and Council Member Dominy seconded the motion. Motion carried 4-0.

- 11. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The Preliminary and Final Original Plat of Briar Branch Park, a Plot Containing 1.695 Acres of Land, Situated in the Bingle West Planned Area Development District, City of Spring Valley Village, Harris County, Texas, Bearing the Address of 1045 Bingle Road.

City Attorney Loren Smith advised that this particular tract of land had never been platted, thus a public hearing was not required for this Original Plat. Council Member Vajdos made a motion to approve the preliminary and final original plat of Briar Branch Park, a plot containing 1.695 acres of land, situated in the Bingle West Planned Area Development District, City of Spring Valley Village, Harris County, Texas, bearing the address of 1045 Bingle Road, and Council Member McCormack seconded the motion. Motion carried 4-0.

12. DISCUSSION AND DIRECTION CONCERNING: Request to Reconsider No Parking Zone on the South Side of Bace Drive.

Commissioner David Dixon advised that the requested tests were performed concerning whether an emergency vehicle, such as an ambulance or fire truck, could safely pass on Bace Drive with vehicles parked on both sides of the street. Mr. Dixon advised that the ambulance was not able to fit between two parked vehicles on Bace Drive and recommended that the no parking zone on the south side of the street remain as is. Mayor Ramsey advised that most of the vehicles parked were due to construction on that street and suggested that contractor parking not be allowed. City Attorney Loren Smith advised that he would research what needed to be done to restrict contractor parking on Bace Drive. After discussion, it was the direction of Council that the no parking zone on the south side of Bace Drive would not be removed or altered and for staff to develop an ordinance that would prevent contractors from parking on Bace Drive with the end result being that they will have to park either in driveways or on other improved surfaces.

13. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Notice of Sale and Preliminary Official Statement for Tax and Revenue Certificates of Obligation, Series 2019.

City Administrator Julie Robinson advised that approval of the notice of sale and preliminary official statement were the next steps in the process of issuing certificates of obligation. Ms. Robinson also advised that notices were being drafted to send out to property owners informing them of the January 22, 2019 City Council meeting. Council Member Vajdos made a motion to approve the notice of sale and preliminary official statement for tax and revenue certificates of obligation, Series 2019, and Council Member Carpenter seconded the motion. Motion carried 4-0.

14. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Village Fire Department FY 2018 Budget Amendment #2.

City Administrator Julie Robinson advised that Budget Amendment #2 incorporate the previously approved expenditure for the re-roof of the fire department and additional legal services that are anticipated to address the issues involving Bunker Hill Village. Council Member McCormack made a motion to approve the Village Fire Department's Budget Amendment #2 for Fiscal Year 2018, and Council Member Carpenter seconded the motion. Motion carried 4-0.

15. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: November 2018 Police Department Staff Report (Chief Evans):

Commissioner Dixon provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 1,190
2. Number of Traffic Violations – 847
3. Number of K-9 Deployments – 96

16. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Administrator:

1. Update on Senate Select Committee on Property Tax Reform Public Hearing on

November 28, 2018 at Lone Star College Montgomery

Ms. Robinson briefed the Council on the discussion that occurred during the Senate Select Committee Public Hearing on November 28, 2018..

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

17.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the City Administrator.

Council adjourned into the Executive Session at 7:20 p.m.

- 18. RECONVENE**

The City Council meeting reconvened at 7:58 p.m.

- 19. CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed In Executive Session

No action was taken.

- 20. ADJOURNMENT**

Council Member Carpenter made a motion to adjourn the meeting at 7:58 p.m., and Council Member McCormack seconded the motion. Motion carried 4-0.

Signed: _____
Tom S. Ramsey
Mayor

Attest: _____
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary



City of Spring Valley Village
Police Department

1025 Campbell Road
Houston, TX 77055
713-465-8323
Fax: 713-465-3135

Date: January 4, 2018

To: City Secretary Roxanne Benitez

From: Chief L. Evans

Reference: 2018 Racial Profiling Report

As required by Article 2.132 of the Texas Code of Criminal Procedure, please allow the attached document to serve as my annual submission to the governing body (City Council) of the City of Spring Valley Village, with the Spring Valley Village Police Department's Racial Profiling Report for calendar year 2018. The pages include a copy of the Spring Valley Village Police Department Senate Bill 1187 Racial Profiling Report which will be electronically filed with the Texas Commission on Law Enforcement.

Spring Valley Village, TX PD

Jan 1, 2018 - Dec 31, 2018

Racial Profiling Report 2018

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender	
FEMALE	3257
MALE	5064
Total	8321

2. Race or ethnicity	
ALASKA NATIVE/AMERICAN INDIAN	88
ASIAN/PACIFIC ISLANDER	585
BLACK	1284
HISPANIC/LATINO	2935
WHITE	3429
Total	8321

3. Was race or ethnicity known prior to stop?	
N	8300
Y	21
Total	8321

4. Reason for Stop?	
MOVING TRAFFIC VIOLATION	6118
PRE EXISTING KNOWLEDGE	3
VEHICLE TRAFFIC VIOLATION	2116
VIOLATION OF LAW	84
Total	8321

7. Reason for Search?	
CONSENT	21
CONTRABAND IN PLAIN VIEW	2
INCIDENT TO ARREST	7
INVENTORY	16
NO SEARCH	8139
PROBABLE CAUSE	136
Total	8321

8. Was Contraband discovered?	
N	76
Y	106
Total	182

9. Description of contraband	
ALCOHOL	26
CURRENCY	2
DRUGS	80
OTHER	7
STOLEN PROPERTY	2
WEAPONS	2
Total Contraband Found	119

10. Result of the stop	
CITATION	4693
CITATION AND ARREST	61
WRITTEN WARNING	3562

Spring Valley Village, TX PD

Jan 1, 2018 - Dec 31, 2018

Racial Profiling Report 2018

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

5. Street address or approximate location of the stop

CITY STREET	8154
COUNTY ROAD	5
PRIVATE PROPERTY OR OTHER	27
STATE HIGHWAY	3
US HIGHWAY	132
Total	8321

6. Was a search conducted?

N	8139
Y	182
Total	8321

10. Result of the stop

WRITTEN WARNING AND ARREST	5
Total	8321

11. Arrest based on

OUTSTANDING WARRANT	10
VIOLATION OF PENAL CODE	2
VIOLATION OF TRAFFIC LAW	54
Arrest Total	66

12. Was physical force resulting in bodily injury used during stop?

N	8321
Total	8321

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC:	BRIEFING, DISCUSSION AND POSSIBLE ACTION CONCERNING: Plans for New SBMSA Athletic Complex at 9016 Westview Drive and Possible Cost Sharing Related to Walking Trail.
BACKGROUND:	In the summer of 2017, City staff and Doug Bradford with ARKK Engineers met with the engineer working with Spring Branch Memorial Sports Association ("SBMSA") to review renovations to the athletic fields currently located at the Spring Branch Education Center on Westview Drive. At that time, SBMSA had not raised any funds for the project but was starting the process. Over the last year, SBMSA has worked with Spring Branch ISD on the proposed renovations to the athletic fields and conducted fundraising for the project that has raised a portion of the total cost of the project which is approximately \$2 million. The renovations include: 1. Complete demolition of the existing facilities including light poles, score board, wooden bleachers, fences, existing sports fields, and a tower on site. 2. Installation of new site drainage. 3. Installation of one new baseball field with fences, score board, and metal bleachers. 4. Installation of five new sports/soccer fields. 5. Installation of new ball field lighting with LED lights. 6. Installation of two new buildings of approximately 1,500 sf restrooms, storage, and a meeting room. 7. Installation of approximately 20 new parking spaces adjacent to the new buildings. 8. Extension of water and sewer utilities to the new buildings. Due to the fact that SBMSA has not raised all of the funds needed for the project, they plan to do the project in two phases. The first phase will include complete demolition of the site, installation of all infrastructure (drainage, site work) including new fencing and lighting, and sod/seeding of the fields. The goal is to be able to use the new fields beginning in September of this year. The second phase would begin in December of 2019 and would include the construction of the restroom, storage and meeting room as well as all remaining parts of the project. It is anticipated that Phase 2 would be complete in the Spring of 2020. Originally, the renovation included a walking trail around Grob

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

Stadium; however, that part of the project was eliminated once the bids were received due to cost.

Mayor Ramsey and City staff met with SBMSA and its team to discuss the possibility of the City funding a walking trail that would start just south of the new parking and run southeasterly along the southern property line of the SBMSA property to the existing ADA ramp that connects to the existing sidewalk that runs south along the SBISD property to Westview Drive. The goal would be to provide a concrete walking trail from Westview Drive to the new athletic fields which would improve connectivity for pedestrians.

Provided with this agenda item is an exhibit developed by Doug Bradford with ARKK Engineers showing the tentative alignment of the proposed walking trail for the SBMSA Sports Fields Project that was discussed during a field meeting on Monday, January 14, 2019. The estimated construction cost for the improvements being requested by the City (i.e. concrete sidewalk & concrete curb along the asphalt drive to prevent roadside parking) is \$34,245.00. This estimate includes placing reflective pavement markings for the proposed crosswalk across the asphalt drive.

A second estimate for the walking trail has been provided that includes replacing the crosswalk area within the existing asphalt drive with concrete pavement instead of just pavement markings for identifying the crosswalk. Both estimates include a 15% contingency, as we will need to negotiate some of the unit prices with C.A. Walker. C. A. Walker, the contractor for SBMSA, has advised that they will honor the concrete sidewalk unit price of \$5.50/SF that was in their original bid.

If the Council wishes to proceed with the walking trail, funds needed for the project will be available from the Unexpended Fund Balance for FY 2017-2018.

RECOMMENDATION: Staff requests direction from the Council concerning the possible cost sharing related to the walking trail.

ATTACHMENTS:

- SBMSA Athletic Field Renovation Project Informational Brochure
- SBMSA Athletic Field Renovation Project Site Plan
- Tentative Alignment of Proposed Walking Trail to be Included in SBMSA Athletic Field Renovation Project and Funded by City of Spring Valley Village
- Construction Cost Estimate for Walking Trail with Crosswalk

ACTIONS TAKEN

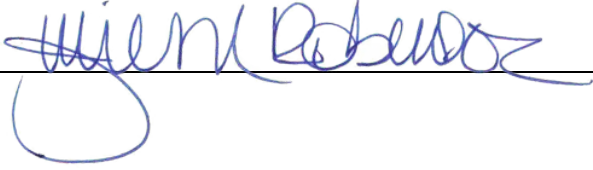
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

Pavement Markings Only • Construction Cost Estimate for Walking Trail with Crosswalk Alternate Option
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FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$_34,245.00_ from unassigned fund balance will be used and added to Acct/Project# _10-35-4612_ ☐ \$_____ will be added to Revenue Acct# __-__ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING: 
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SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE

SBMSA / SPRING BRANCH MEMORIAL SPORTS ASSOCIATION



**ATHLETIC
FIELDS**

SPRING BRANCH EDUCATION CENTER

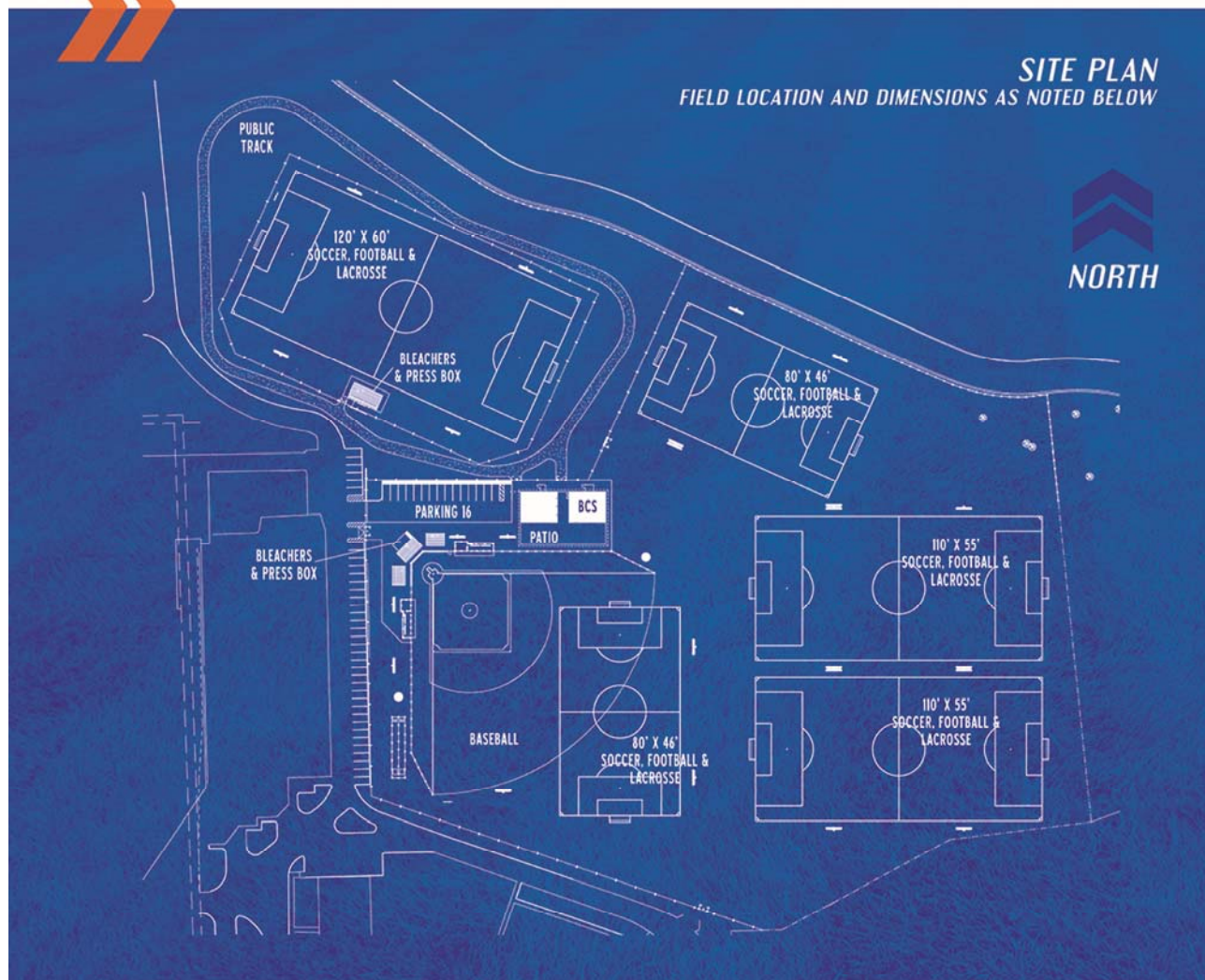
"OUR MISSION IS TO PROVIDE AN OPPORTUNITY FOR OUR NEIGHBORHOOD YOUTH TO PARTICIPATE IN A SPORTS ENVIRONMENT THAT ALLOWS FOR THEIR GROWTH AND DEVELOPMENT IN A SAFE, FAIR, POSITIVE, AND COMPETITIVE LEAGUE, WITH EMPHASIS ON THE IMPORTANCE OF BUILDING CHARACTER, SPORTSMANSHIP, AND TEAM UNITY."

AMENITIES INCLUDE:

*IMPROVED DRAINAGE, NEW IRRIGATION SYSTEM AND IMPROVED SECURITY
NEW SOCCER / LACROSSE / FOOTBALL FIELD WITH 200 SEATING CAPACITY & PRESS BOX
NEW BASEBALL FIELD WITH 200 SEATING CAPACITY & PRESS BOX
2 SOCCER / LACROSSE / FOOTBALL PRACTICE FIELDS
2 REGULATION SOCCER / LACROSSE / FOOTBALL FIELDS
NEW BUILDING, CONCESSION, STORAGE FACILITY
NEW SHADED PATIO
NEW WALKING TRAIL
NEW SPORTS FIELD LIGHTING*



SBMSA / SPRING BRANCH MEMORIAL SPORTS ASSOCIATION



SBMSA / SPRING BRANCH MEMORIAL SPORTS ASSOCIATION



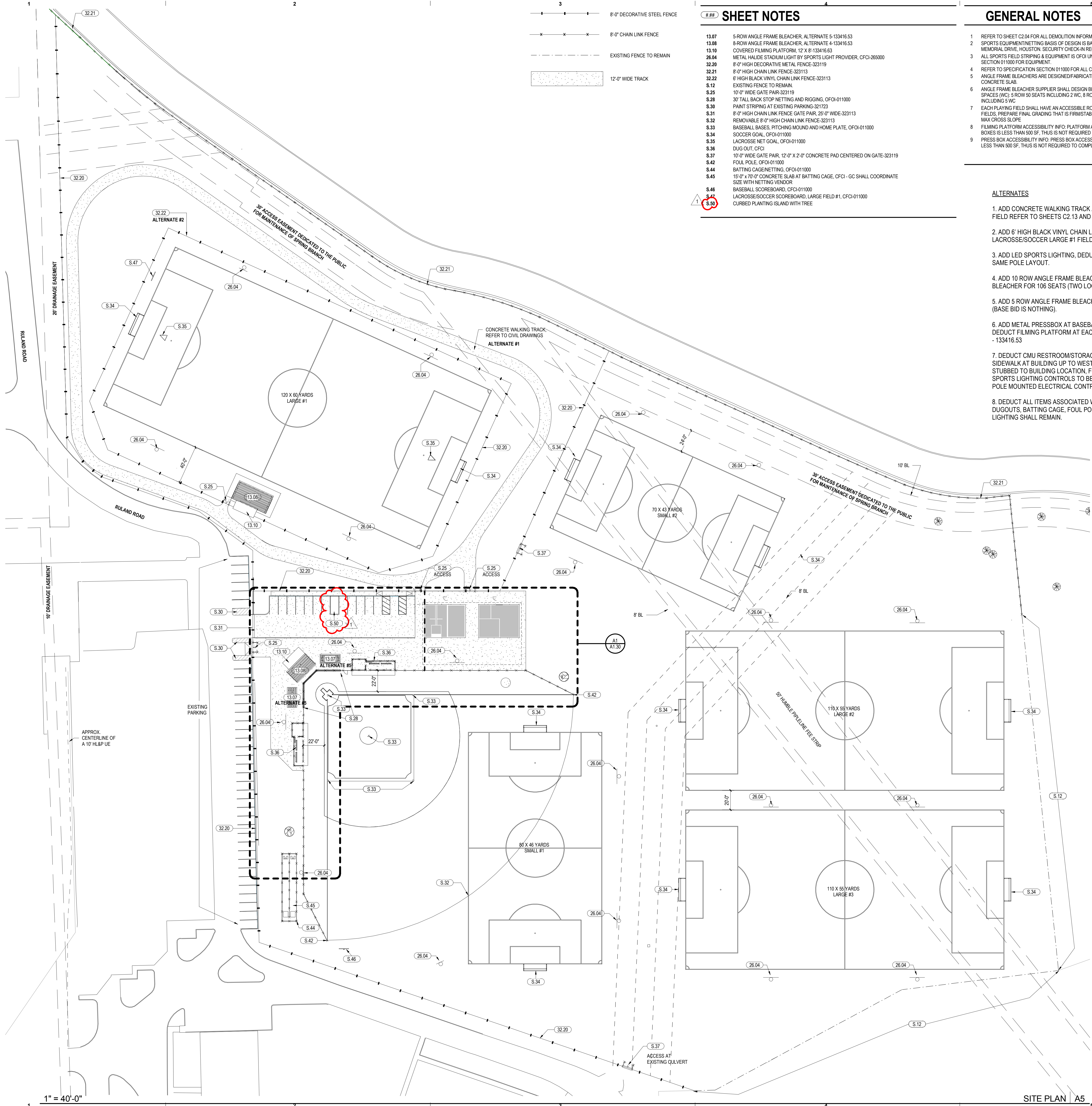
FLOOR PLAN
NEW BUILDING, CONCESSION, STORAGE FACILITY



BIRDEYE VIEW
VIEW OF BCS BUILDING ABOVE DUGOUT

DIVIDER PAGE

6/29/2018 11:34:26 C:\Users\mllano\Documents\SITE_2017011_mllano@kirksey.com.rvt AM



SHEET NOTES

- 13.07 5-ROW ANGLE FRAME BLEACHER, ALTERNATE 5-133416.53
13.08 8-ROW ANGLE FRAME BLEACHER, ALTERNATE 4-133416.53
13.10 COVERED FILMING PLATFORM, 12' X 8'-133416.53
26.04 METAL HALIDE STADIUM LIGHT BY SPORTS LIGHT PROVIDER, CFCI-265000
32.20 8'-0" HIGH DECORATIVE METAL FENCE-323119
32.21 8'-0" HIGH CHAIN LINK FENCE-323113
32.22 6' HIGH BLACK VINYL CHAIN LINK FENCE-323113
S.12 EXISTING FENCE TO REMAIN.
S.25 10'-0" WIDE GATE PAIR-323119
S.28 30' TALL BACK STOP NETTING AND RIGGING, OFCI-011000
S.30 PAINT STRIPING AT EXISTING PARKING-321723
S.31 8'-0" HIGH CHAIN LINK FENCE GATE PAIR, 25'-0" WIDE-323113
S.32 REMOVABLE 8'-0" HIGH CHAIN LINK FENCE-323113
S.33 BASEBALL BASES, PITCHING MOUND AND HOME PLATE, OFCI-011000
S.34 SOCCER GOAL, OFCI-011000
S.35 LACROSSE NET GOAL, OFCI-011000
S.36 DUG OUT, CFCI
S.37 10'-0" WIDE GATE PAIR, 12'-0" X 2'-0" CONCRETE PAD CENTERED ON GATE-323119
S.42 FOUL POLE, OFCI-011000
S.44 BATTING CAGE NETTING, OFCI-011000
S.45 15'-0" X 70'-0" CONCRETE SLAB AT BATTING CAGE, CFCI - GC SHALL COORDINATE SIZE WITH NETTING VENDOR
S.46 BASEBALL SCOREBOARD, CFCI-011000
S.47 LACROSSE/SOCCER SCOREBOARD, LARGE FIELD #1, CFCI-011000
S.50 CURBED PLANTING ISLAND WITH TREE

GENERAL NOTES

- REFER TO SHEET C2.04 FOR ALL DEMOLITION INFORMATION.
- SPORTS EQUIPMENT/NETTING BASIS OF DESIGN IS BASED ON SPRING FOREST MIDDLE SCHOOL FIELDS, 1420 MEMORIAL DRIVE, HOUSTON. SECURITY CHECK-IN REQUIRED FOR SITE VISIT.
- ALL SPORTS FIELD STRIPING & EQUIPMENT IS OFCI UNLESS NOTED OTHERWISE. REFER TO SPECIFICATION SECTION 011000 FOR EQUIPMENT.
- REFER TO SPECIFICATION SECTION 011000 FOR ALL CONTRACTOR PROVIDED EQUIPMENT.
- ANGLE FRAME BLEACHERS ARE DESIGNED/FABRICATED/INSTALLED BY BLEACHER SUPPLIER, ANCHORED TO CONCRETE SLAB.
- ANGLE FRAME BLEACHER SUPPLIER SHALL DESIGN BLEACHERS WITH CUTOUTS FOR REQUIRED WHEEL CHAIR SPACES (WC). 5 ROW 50 SEATS INCLUDING 2 WC, 8 ROW 106 SEATS INCLUDING 4 WC, 10 ROW 212 SEATS INCLUDING 5 WC.
- EACH PLAYING FIELD SHALL HAVE AN ACCESSIBLE ROUTE PROVIDED: WHERE SIDEWALKS ARE NOT PRESENT TO FIELDS, PREPARE FINAL GRADING THAT IS FIRM/STABLE WITH 1:12 MAX SLOPE IN DIRECTION OF TRAVEL AND 120 MAX CROSS SLOPE.
- FILMING PLATFORM ACCESSIBILITY INFO: PLATFORM ACCESS IS FROM BLEACHERS, TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF. THIS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE.
- PRESS BOX ACCESSIBILITY INFO: PRESS BOX ACCESS IS FROM BLEACHERS, TOTAL AREA OF PRESS BOXES IS LESS THAN 500 SF. THIS IS NOT REQUIRED TO COMPLY WITH ACCESSIBLE ROUTE.

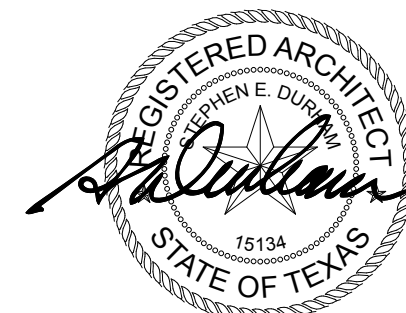
ALTERNATES

- ADD CONCRETE WALKING TRACK AROUND LACROSSE/SOCCER LARGE #1 FIELD. REFER TO SHEETS C2.13 AND A1.20.
- ADD 6' HIGH BLACK VINYL CHAIN LINK FENCE AROUND LACROSSE/SOCCER LARGE #1 FIELD (RECTANGULAR AREA SHOWN).
- ADD LED SPORTS LIGHTING, DEDUCT METAL HALIDE LIGHTING, USING SAME POLE LAYOUT.
- ADD 10 ROW ANGLE FRAME BLEACHER FOR 212 SEATS, DEDUCT 8 ROW BLEACHER FOR 106 SEATS (TWO LOCATIONS).
- ADD 5 ROW ANGLE FRAME BLEACHER FOR 50 SEATS, TWO LOCATIONS (BASE BID IS NOTHING).
- ADD METAL PRESSBOX AT BASEBALL FIELD AND AT LACROSSE FIELD, DEDUCT FILMING PLATFORM AT EACH LOCATION (TWO LOCATIONS) - 133416.53
- DEDUCT CMU RESTROOM/STORAGE BUILDING IN ITS ENTIRETY, DEDUCT SIDEWALK AT BUILDING UP TO WEST WALL. INCLUDE ALL UTILITIES, STUBBED TO BUILDING LOCATION, FOR ADDITION OF FUTURE BUILDING. SPORTS LIGHTING CONTROLS TO BE LOCATED IN CHAIN LINK CAGE AND POLE MOUNTED ELECTRICAL CONTROLS.
- DEDUCT ALL ITEMS ASSOCIATED WITH THE BASEBALL FIELD: BLEACHERS, DUGOUTS, BATTING CAGE, FOUL POLES, NETTING, BASES. ALL SPORTS LIGHTING SHALL REMAIN.

Kirksey
ARCHITECTURE

6909 Portwest Drive
Houston Texas 77024
713 850 9600
kirksey.com

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.



28 JUNE 2018

DATE	ISSUE
13 APR 2018	ISSUE FOR PERMIT & PRICING
22 JUN 2018	ISSUE FOR PERMIT & BID

PROJECT NAME
SBMSA Athletic Fields - Spring Branch Education Center

PROJECT ADDRESS
9000 1/2 WESTVIEW DR
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011

KEY PLAN

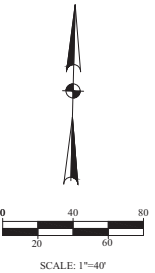
SHEET TITLE
SITE PLAN

SHEET NUMBER

A1.20

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DIVIDER PAGE



EXISTING VERSUS PROPOSED IMPERVIOUS SUMMARY

PROPOSED BUILDING = 0.0715 AC (3,114 FT²)
PROPOSED PAVED AREA = 0.948 AC (41,320 FT²)
EXISTING BUILDING TO BE REMOVED = 0.035 AC (1,524 FT²)
EXISTING CONCRETE TO BE REMOVED = 0.873 AC (38,027 FT²)
TOTAL INCREASED IMPERVIOUS AREA = 0.112 AC (4,878 FT²)

PROJECT BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 210220 LOCATED ON A CONCRETE BRIDGE AT THE INTERSECTION OF BRANCHES STREET AND SPRING BRANCH WITH A PUBLISHED ELEVATION OF 70.69 FEET, NAVD 88, 2001 ADJUSTMENT.

TEMPORARY BENCHMARKS:

TRM "A": CUT BOX ON BACK OF CURB OF CONCRETE DRAINAGE STRUCTURE LOCATED AT THE SOUTH RIGHT-OF-WAY OF ROLLAN STREET AND SPRING BRANCH ISD POLICE BUILDING ENTRANCE. ELEVATION = 73.44 FEET, NAVD 88, 2001 ADJUSTMENT.

TRM "B": BEING A CUT BOX ON A LARGE REINFORCED CONCRETE PIPE AS SHOWN ON THIS DRAWING. ELEVATION = 72.87 FEET, NAVD 88, 2001 ADJUSTMENT.

TRM "C": BEING A CUT BOX ON A REINFORCED CONCRETE PIPE AT THE SOUTHWEST CORNER OF THE SUBJECT TRACT AS SHOWN HEREON. ELEVATION = 72.36 FEET, NAVD 88, 2001 ADJUSTMENT.

TRM "D": BEING A CUT SQUARE ON A CONCRETE HEADWALL LOCATED INSIDE GLOB STADIUM, AS SHOWN HEREON. ELEVATION = 72.58 FEET, NAVD 88, 2001 ADJUSTMENT.

FLOODPLAIN NOTES:

ACCORDING TO MAP NO. 4801 CBMSL OF THE FEDERAL EMERGENCY MANAGEMENT'S FLOOD INSURANCE RATE MAPS FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, DATED JUNE 18, 2007, THE SURVEY AREA IS SITUATED WITHIN ZONE AE DESCRIBED AS A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT (100-YEAR FLOOD) WITH AVERAGE DEPTHS OF LESS THAN ONE-FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND UNSHADED ZONE X DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (500-YEAR FLOOD).

THE FEMA WEBSITE (WWW.MSC.FEMA.GOV) WAS CHECKED ON JANUARY 30, 2014. AT THIS DATE ELEVEN (11) LOWS WERE REPORTED, NONE OF WHICH ARE LOCATED ON THE SUBJECT TRACT.

THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON WERE DETERMINED BY SCALING FROM SAID FIRM MAP. THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. COTTON SURVEYING COMPANY ASSUMES NO LIABILITY AS TO THE ACCURACY OF THE LOCATION OF THE FLOOD ZONE LINES.

NOTES TO SHEET:

- REFERENCE ARCHITECTURAL PLANS FOR DETAILS ON BUILDINGS SUCH AS, BUT NOT LIMITED TO, GOALS, STEPPING, FENCING, BASES, INFIELD MATERIAL, BACKSTOP, BLEACHERS, ETC.
- REFERENCE ARCHITECTURAL PLANS FOR PROPOSED FENCING LAYOUT AND DETAILS.

KEY NOTES:

- PROPOSED CONCRETE WALKING TRACK.
- PROPOSED CONCRETE SIDEWALK.
- PROPOSED ADA RAMP.
- RESTRIPE EXISTING PARKING AS SHOWN.
- COORDINATE ALL WORK ON OR WITHIN THE 20' PUBLIC STORM SEWER EASEMENT (INCLUDING GRADING AND UTILITY WORK) WITH THE CITY OF SPRING VALLEY VILLAGE.
- COORDINATE ALL WORK ON OR WITHIN THE 50' GENESIS PIPELINE EASEMENT (INCLUDING GRADING AND UTILITY WORK) WITH GENESIS PIPELINE.

BASEBALL FIELD ALTERNATE NOTE:

- THE PROPOSED BASEBALL FIELD AND RELATED ITEMS (I.E. GRADING, BACK STOP, DUGOUTS, BLEACHERS, PLAZA, SIDEWALK PAVING, ETC.) WILL BE BID AS ALTERNATE #8. REFERENCE ARCHITECTURAL PLANS FOR DETAILED DESCRIPTION.

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.



DATE	ISSUE
13 APRIL 2018	ISSUE FOR PERMIT & PRICING
22 JUNE 2018	PERMIT AND BID

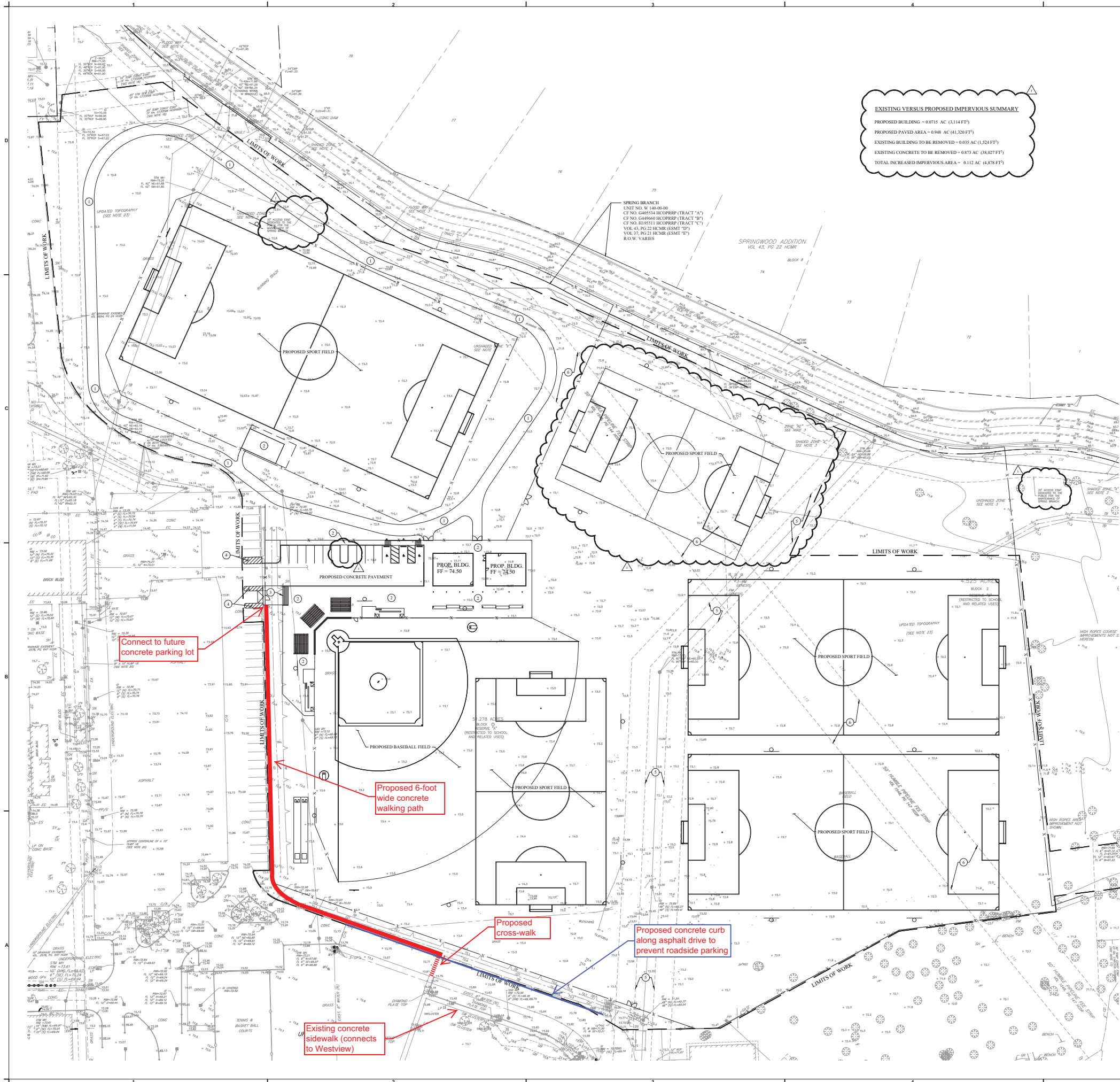
PROJECT NAME
SBMSA Sports Fields - Spring
Branch Education Center

PROJECT ADDRESS
9000 1/2 WESTVIEW DR.
HOUSTON, TX 77055

KIRKSEY PROJECT NO. 2017011
KEY PLAN

SHEET TITLE
CIVIL SITE
PLAN

SHEET NUMBER
C2.05



DIVIDER PAGE

**Estimated Construction Cost Estimate for
Concrete Walking Path for SBMSA Sports Fields**

Item	Unit	Est. Quantity	Est. Unit Price	Total
6' Wide Reinforced Concrete Sidewalk	SF	3200	\$ 5.50	\$ 17,600.00
ADA Wheelchair Ramp	EA	1	\$ 2,000.00	\$ 2,000.00
Monolithic Concrete Curb (Slotted) adjacent to asphalt drive, includes sawcutting	LF	300	\$ 30.00	\$ 9,000.00
Crosswalk Striping	LF	150	\$ 2.50	\$ 375.00
Crosswalk Signage	EA	2	\$ 400.00	\$ 800.00
Subtotal				\$ 29,775.00
Contingency (15%)				\$ 4,470.00
Total Estimated Construction				\$ 34,245.00

Jan 2019 by D. Bradford / ARKK Engineers

DIVIDER PAGE

**Estimated Construction Cost Estimate for
Concrete Walking Path for SBMSA Sports Fields**
Alternative Crosswalk Option with Concrete Pavement

Item	Unit	Est. Quantity	Est. Unit Price	Total
6' Wide Reinforced Concrete Sidewalk	SF	3200	\$ 5.50	\$ 17,600.00
ADA Wheelchair Ramp	EA	1	\$ 2,000.00	\$ 2,000.00
Monolithic Concrete Curb (Slotted) adjacent to asphalt drive, includes sawcutting	LF	300	\$ 30.00	\$ 9,000.00
Sawcut and remove existing asphalt pavement	SY	30	\$ 20.00	\$ 600.00
Reinforce Concrete Pavement, 7" thickness	SY	30	\$ 75.00	\$ 2,250.00
Crosswalk Striping	LF	150	\$ 2.50	\$ 375.00
Crosswalk Signage	EA	2	\$ 400.00	\$ 800.00
Subtotal				\$ 32,625.00
Contingency (15%)				\$ 4,900.00
Total Estimated Construction				\$ 37,525.00

Jan 2019 by D. Bradford / ARKK Engineers

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC:	Possible Revision to Section 1.1803, Offenses, of Article 1.1800, Rules and Regulations of Public Parks, in the Code of Ordinances to Allow Domestic Animals in City Parks.
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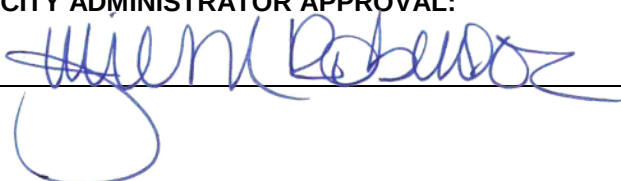
BACKGROUND:	During the December 11, 2018 meeting, the Council heard from a resident concerning the need to revise the City's current regulations that prohibit dogs in City parks. The current prohibition on animals in City parks is found in Subsection (g) of Section 1.1803, Offenses, has been in place since the City adopted park regulations on April 23, 1991, and it was included in the updated park regulations that were approved by Ordinance Number 2018-16 adopted on July 24, 2018, a copy of which is provided with this agenda item. I would like feedback from the Council concerning whether the regulations should be revised to allow domestic animals in City parks.
--------------------	---

RECOMMENDATION:	Staff requests direction from the Council concerning whether the regulations should be revised to allow domestic animals in City parks.
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ATTACHMENTS:	• Copy of Ordinance Number 2018-16
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:	
---	---

SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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ORDINANCE NO. 2018-16

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, DELETING ARTICLE 1.1800, RULES AND REGULATIONS OF CITY PARKS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF SPRING VALLEY VILLAGE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; ADOPTING A NEW ARTICLE 1.1800, RULES AND REGULATIONS OF PUBLIC PARKS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$500.00 FOR ANY VIOLATION; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on April 23, 1991, by Ordinance Number 225, Book 1, Sections 1-6, the City of Spring Valley Village, Texas, adopted rules and regulations governing City parks, and such Ordinance was codified as Article 1.1800, Rules and Regulations of City Parks, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Spring Valley Village; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of its citizens that Article 1.1800, Rules and Regulations of City Parks, of Chapter 1, General Provisions, of the Code of Ordinances should be deleted in its entirety and a new Article 1.1800, Rules and Regulations of Public Parks, of Chapter 1, General Provisions, of the Code of Ordinances should be adopted to update and clarify such rules and regulations based on State and Federal law.

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

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

Section 2. Article 1.1800, Rules and Regulations of City Parks, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Spring Valley Village, Texas, is hereby deleted in its entirety.

Section 3. A new Article 1.1800, Rules and Regulations of Public Parks, of Chapter 1, General Provisions, of the Code Ordinances of the City of Spring Valley Village, Texas, is hereby adopted and shall read as follows:

“Section 1.1801. Definitions.

As used in this Article, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“City” shall mean the City of Spring Valley Village, Texas.

“City Administrator” means the City’s City Administrator or his or her designee.

“Motorcycle” means a motor vehicle, other than a tractor, that is equipped with a rider’s saddle or seat and designed to have, when propelled, not more than three (3) wheels on the ground.

“Motor vehicle” or “motorized equipment” means a self-propelled vehicle or equipment.

“Person” means any individual, person, firm partnership, association, corporation or organization of any kind.

“Public Gathering” means a planned (long term or spontaneously planned) event that includes a minimum of 50 people in a Public Park for a specific purpose.

“Public Park” or “park” means any land designated, used, obtained or acquired by the City for use as a Public Park, recreation, or playground area and any building or facility thereon operated by the City as a Public Park whether or not such area(s) has been formally dedicated for such purposes. Hike and bike paths are specifically excluded from the coverage of this Article.

“Trailer” means a vehicle, with or without motive power:

- (1) Designed to be drawn by a motor vehicle and to transport persons or property;
and
- (2) Constructed so that no part of the vehicle’s weight and load rests on the motor vehicle.

“Vehicle” means a device that can be used to transport or draw persons or property on a street, road, alley, drive, highway or other type of thoroughfare.

Section 1.1802. Purpose.

It is the purpose of this Article to establish rules and regulations governing the use of and conduct in Public Parks of the City of Spring Valley Village.

Section 1.1803. Offenses.

- (1) Public Parks. Within the limits of any Public Park in the City limits, it shall be unlawful for any person to do or perform any of the acts specified below, except as otherwise may be provided:
 - a. Operate and/or use any motor vehicle or motorized equipment in and/or upon a Public Park except in certain areas, drives and pathways specifically designated or authorized for such purpose, including, but not limited to:

automobiles, airplanes, drones, motor bikes, motorcycles, all-terrain vehicles (ATVs), mopeds, go-carts, or motorized models.

- b. Operate any motor vehicle or motorized equipment in areas designated for the operation of such motor vehicles or motorized equipment in willful or wanton disregard for the safety of persons or property.
- c. Park any motor vehicle or motorized equipment upon the grass, lawn, or any other areas within a Public Park that have not been designed for parking purposes.
- d. Park any motor vehicle or motorized equipment in any parking lot or parking area so as to obstruct, block or hinder ingress or egress of such parking lot or parking area.
- e. Permit or allow any child under the age of ten (10) years of age to make use of a Public Park without adult supervision.
- f. Place or leave trash, refuse, or litter except in receptacles furnished for that purpose by the City.
- g. Permit any animal(s), domestic or otherwise, within a Public Park. In addition to this prohibition, it shall be an additional offense for any person who permits any animal within a Public Park boundaries and fails to remove any waste left by such animal.
- h. Fail to notify a City official at the City Hall or the Police Department of:
 - i. A defective or dangerous condition at a Public Park, or
 - ii. Any injury or damage to persons or property occurring at a Public Park.
- i. Possess within or bring any alcoholic beverage(s) into a Public Park.
- j. Possess within or bring any glass container(s) into a Public Park.
- k. Offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived in a Public Park without first obtaining the required permit as provided in this Article.
- l. Allow a Public Gathering in a Public Park without first obtaining the required permit as provided in this Article.

- (2) Nothing herein shall be construed to prohibit motor vehicles or motorized equipment used for the purpose of maintenance or for other public purposes performed by or at the direction of the City.

Section 1.1804. Hours.

Public Parks shall be closed at night between the hours of 10:00 p.m. and 6:00 a.m. It shall be unlawful for any person to use or be in a Public Park when it is closed between the hours of 10:00 p.m. and 6:00 a.m.

Section 1.1805. Signage.

The City Administrator or his/her designee is hereby authorized and directed to erect and place appropriate signs in areas of Public Parks to inform persons:

- (1) Where parking is allowed.
- (2) Where motor vehicles, motorized equipment or other vehicles may be operated.
- (3) Where motor vehicles, motorized equipment, other vehicles and/or trailers are prohibited.
- (4) Hours of operation for a Public Park.

Section 1.1806. Use of Public Parks; Permits.

(a) General Duties of the City Administrator. It shall be the duty of the City Administrator to direct, control and manage all Public Parks, athletic facilities, hike and bike trails, parkways, playgrounds and recreation buildings and other improvements on park and playground property belonging to or under the control of the City and such other grounds as may be placed under the City Administrator's control from time to time by the Mayor and City Council, and to direct the improvement and maintenance of all such properties.

(b) Authority of the City Administrator. The City Administrator shall have authority to prescribe written rules and regulations for the administration of and orderly government and use of the Public Parks, provided that such regulations do not conflict with valid laws or ordinances. A copy of such rules and regulations shall be maintained for public inspection in the offices of the City Secretary and on the City's website. Without limitation, the City Administrator is authorized to include provisions that govern the use of Public Parks by the public and may prescribe such rules and regulations that promote the healthful and generalized use of Public Parks.

(c) No Sales of Goods or Activities for Which a Fee is Charged in Parks. No person shall have the right to offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived, within any Public Park without first obtaining a permit as provided in this Section.

(d) No permit shall be required to use a Public Park except in the following circumstances:

- (1) Use of any park building or park facility for which a rental fee is imposed by the City pursuant to this Code;
- (2) Use of any other improved and specially maintained area so designated by a rule or regulation promulgated pursuant to this Code;
- (3) Use of a Public Park for the sale of goods or activities for which a fee is charged; or
- (4) Use of a Public Park for a Public Gathering.

(e) Use of a Public Park pursuant to Subsection (d) shall be on a first-come, first-served basis. The City Administrator shall cause all completed written applications received to be immediately time-stamped upon their actual receipt by his or her office. The first in time shall be the first in right, provided that if two (2) or more conflicting applications are received simultaneously, then preference shall be given to Spring Valley Village residents. If two (2) or more conflicting applications are received simultaneously from two Spring Valley Village residents or two non-Spring Valley Village residents, then the precedence shall be determined by an impartial means of chance.

(f) Application for permit. Any person desiring the permission required in Subsection (c) shall make written application to the City Administrator setting forth the following information:

- (1) The date of application;
- (2) The designated area or facility desired;
- (3) The date and time period for use of the designated area or facility;
- (4) The name, address, and phone number of the applicant;
- (5) Whether the applicant is a resident of the City of Spring Valley Village;
- (6) The name of the person reserving the designated area or facility;
- (7) The estimated attendance;
- (8) The type or purpose of the function;
- (9) The type of sound system, if any;
- (10) The special effects or features, if any; for example, gun salutes (blanks only), fireworks, bands, etc;
- (11) Whether the function sponsored is for profit or nonprofit;
- (12) Whether goods will be sold or fees charged.

(g) Reasons for permit denial. Upon receiving such written application, the City Administrator must grant permission to use the designated area or facility unless:

- (1) The designated area or facility has been previously reserved;

(2) The applicant refuses to pay any applicable fees imposed by the City pursuant to this Code;

(3) The applicant refuses to obtain concession consent pursuant to this Code, if applicable;

(4) The size and nature of the function is inappropriate for the Public Park area or facility requested or will substantially interrupt the safe and orderly movement of traffic or police, fire, or ambulance emergency vehicles and/or equipment on streets adjacent to, running through or around the Public Park; or

(5) The proposed function would be disruptive to or incompatible with, or cause an adverse effect on the use of the Public Park area or facility by others.

(h) Circumstances where security precautions necessary. If the City Administrator determines that the use of a Public Park for an event and/or Public Gathering may reasonably cause severe injury to persons or property or create a riot or disturbance detrimental to the health, safety and welfare of the public, he/she may require that additional security precautions be taken to permit the requested use of the Public Park. In such event, the City Administrator may grant the permit with a condition that the applicant must submit a written proposal for security and obtain the City Administrator's approval thereof prior to the event and/or Public Gathering. Such proposal shall be subject to review, approval and appeal in the same manner as a permit application under this Section.

(i) Procedure of City Administrator upon permit denial. If the City Administrator denies the permit, then the City Administrator must notify the applicant of the denial and the reasons therefor by letter mailed to the applicant within ten (10) business days of the date of the receipt of the application. Such letter shall be addressed to the applicant at the address stated on the application. If the City Administrator fails to mail such a letter within such 10-day period, such failure shall be deemed a granting of permission to use the Public Park area or facility as requested. If the denial is based upon Subsections (g)(4) or (g)(5) above, the City Administrator shall advise the applicant of alternative Public Park areas, if any, capable of handling a Public Gathering of the requested size and nature.

(j) Procedure of City Council upon permit denial. In the event the City Administrator denies any applicant permission to use a Public Park, the applicant may appeal the decision of the City Administrator to the City Council. The applicant must submit an appeal in writing to the City Secretary within five (5) business days of the denial. The City Secretary shall place the appeal of the City Administrator's denial of permission to use a Public Park on the next City Council meeting agenda and notify the applicant in writing of the date on which the City Council will hear the appeal. The City Council shall render a decision upon the appeal City Administrator's denial, and such decision by the City Council shall be final and conclusive.

Section 1.1807. Park User Fees.

(a) Fees and charges for parks concessions, rentals, admissions, vending licenses and permits, as well as athletics and recreation classes sponsored by the City

or a private vendor (collectively denoted "park user fees") shall be established by the City Council. A copy of the schedule of park user fees shall be maintained for public inspection in the office of the City Secretary.

- (b) It shall be the responsibility of the City Administrator to submit to the City Council, as appropriate, revisions to the schedule of park user fees.
- (c) The City Administrator shall establish uniform procedures relating to reservations, deposits and the manner for paying park user fees.
- (d) The City Administrator may waive park user fees for any city-sponsored or cosponsored function or event. For purposes of this Section, the City Administrator is authorized to declare "city sponsorship."

Section 4. All ordinances or parts or ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

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

Section 7. All rights and remedies of the City of Spring Valley Village are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 8. This Ordinance shall become effective upon passage, in accordance with law.

DULY PASSED AND ADOPTED this the 24th day of July, 2018.



Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:



Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC: Ordinance No. 2019-XX

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SPRING VALLEY VILLAGE, TEXAS, TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019; AND LEVYING AN AD VALOREM TAX; PLEDGING CERTAIN NET REVENUES; AUTHORIZING THE EXECUTION OF A TRANSFER AND PAYING AGENCY AGREEMENT; AND OTHER MATTERS IN CONNECTION THEREWITH.

BACKGROUND: A resolution authorizing publication of a notice of intent to issue Certificates of Obligation, Series 2019, was approved by council on November 13, 2018, and published twice in the newspaper of general circulation in the City on December 5, 2018 and December 12, 2018, for street and road improvements.

As previously directed by the Council, a letter was mailed on December 18, 2018, to all property owners concerning the Certificate of Obligation issuance that would be on this agenda. The City received only one email from a resident, and the resident requested information on how he could purchase the bond. Additionally, the City posted information on its social media platforms and the City website. No other feedback was received from any property owners.

The actual sale of the bond will occur on the morning of January 22, 2019. Consequently, an ordinance authoring the issuance of the City's Tax and Revenue Certificates of Obligation, Series 2019, must be approved by Council during the January 22, 2019 meeting. The ordinance authorizes levying an ad valorem tax; pledging certain net revenues; authorizing the execution of a transfer and paying agency agreement; and other matters in connection with the issuance. An ordinance with the official numbers from the sale will be provided to the Council during the meeting.

The transaction is set to close on February 19, 2019.

RECOMMENDATION: Staff recommends approval of the Ordinance.

ATTACHMENTS:

- Ordinance No. 2019-XX
- Copy of Letter Sent to All Property Owners Concerning Certificates of Obligation Issuance on December 18, 2018

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

**Spring Valley Village City Council
Agenda Item Data Sheet**

FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:

Jim Kelly

SUBMITTING STAFF MEMBER:

Neil Thomas, Bond Counsel

CITY ADMINISTRATOR APPROVAL:

William Robison

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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Ordinance Number 2019 - __
AN ORDINANCE
AUTHORIZING THE ISSUANCE OF
CITY OF SPRING VALLEY VILLAGE, TEXAS,
TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019;
AND LEVYING AN AD VALOREM TAX;
PLEDGING CERTAIN NET REVENUES; AUTHORIZING
THE EXECUTION OF A TRANSFER AND
PAYING AGENCY AGREEMENT;
AND OTHER MATTERS IN CONNECTION THEREWITH

CITY OF SPRING VALLEY VILLAGE, TEXAS

ADOPTED January 22, 2019

TABLE OF CONTENTS

Page

ARTICLE ONE THE CERTIFICATES

SECTION 1.1	Authorization and Terms; Purpose	2
SECTION 1.2	Redemption	3
SECTION 1.3	Execution, Registration, Delivery, and Dating	5
SECTION 1.4	Registration, Transfer, and Exchange	6
SECTION 1.5	Mutilated, Destroyed, Lost, and Stolen Certificates	7
SECTION 1.6	Persons Deemed Owners	7
SECTION 1.7	Cancellation	7
SECTION 1.8	Book-Entry Only	8

ARTICLE TWO DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 2.1	Definitions.....	9
SECTION 2.2	Notices	13
SECTION 2.3	Effect of Headings and Table of Contents; Recitals	13
SECTION 2.4	Ordinance a Contract; Amendments	13
SECTION 2.5	Benefits of Ordinance	14
SECTION 2.6	Repealer	14
SECTION 2.7	Governing Law	14
SECTION 2.8	Severability	14
SECTION 2.9	Public Meeting.....	15
SECTION 2.10	Authority of Officers.....	15

ARTICLE THREE FORMS

SECTION 3.1	Forms Generally.....	16
SECTION 3.2	Form of Definitive Certificate	17
SECTION 3.3	Form of Registration Certificate of Comptroller of Public Accounts.....	23
SECTION 3.4	Form of Certificate of Paying Agent	23
SECTION 3.5	Form of Assignment	24
SECTION 3.6	Form of Initial Certificate	24
SECTION 3.7	Insurance Legend.....	25

ARTICLE FOUR TAXES, REVENUES, AND FUNDS; INVESTMENTS

SECTION 4.1	Certificate Fund	26
SECTION 4.2	Deposits to Certificate Fund; Excess Certificate Proceeds	26
SECTION 4.3	System Account	26
SECTION 4.4	Construction Accounts.....	27
SECTION 4.5	Investments and Security For Funds.....	27
SECTION 4.6	Tax Levy	27

TABLE OF CONTENTS

	<u>Page</u>
SECTION 4.7	Net Revenues 28
SECTION 4.8	Issuance of Additional Obligations..... 29
ARTICLE FIVE COVENANTS	
SECTION 5.1	To Maintain Agency 30
SECTION 5.2	To Maintain and Operate the System and Insure Property 30
SECTION 5.3	Rates and Charges 31
SECTION 5.4	Records and Accounts, Annual Audit..... 31
SECTION 5.5	Special Covenants..... 31
SECTION 5.6	Covenants to Maintain Tax-Exempt Status 32
SECTION 5.7	Remedies in Event of Default 35
ARTICLE SIX DEFEASANCE	
SECTION 6.1	Discharge of Obligations 36
ARTICLE SEVEN SALE	
SECTION 7.1	Sale of the Certificates 38
SECTION 7.2	Payment of Costs of Issuance; Engagement of Bond Counsel 38
SECTION 7.3	Official Statement 38
ARTICLE EIGHT CONTINUING DISCLOSURE UNDERTAKING	
SECTION 8.1	Definitions..... 39
SECTION 8.2	Updated Information and Data..... 39
SECTION 8.3	Material Event Notices 40
SECTION 8.4	Limitations, Disclaimers, and Amendments 41

AN ORDINANCE
AUTHORIZING THE ISSUANCE OF
CITY OF SPRING VALLEY VILLAGE, TEXAS,
TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019;
AND LEVYING AN AD VALOREM TAX;
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AND OTHER MATTERS IN CONNECTION THEREWITH

RECITALS

1. The City Council (the “*Governing Body*”) of the City of Spring Valley Village, Texas (the “*Issuer*”), a general law city, has given notice of its intent to issue certificates of obligation (the “*Certificates*”) in an amount not to exceed \$6,740,000 for the purpose of paying contractual obligations to fund design, acquisition, construction, equipping, and improvement of (1) streets and roadways, and for the purchase of materials, supplies, machinery, land, and rights-of-way related thereto; and (2) certain costs related and incidental thereto and the issuance costs of the Certificates. The notice was published once a week for two consecutive weeks in a newspaper of general circulation in the Issuer, the first publication being before and not less than 30 days prior to the tentative date stated in the notice for the passage of this ordinance.

2. No petition signed by at least 5% of the qualified electors of the Issuer protesting the issuance of the Certificates has been presented to or filed with the City Secretary of the Issuer prior to the date set in such notice for passage of this Ordinance, nor has any such petition been filed as of this date.

3. The Governing Body has found and determined that \$6,740,000 in aggregate principal amount of the Certificates described in such notice should now be issued and sold, and has adopted this ordinance authorizing issuance of such Certificates.

4. It is in the Issuer’s best interest to issue the certificate of obligations described herein.

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

ARTICLE ONE
THE CERTIFICATES

SECTION 1.1 *Authorization and Terms; Purpose.*

A. *Authorization, Title, Principal Amount, and Purpose.* The Certificates are hereby authorized to be issued in the aggregate principal amount of \$6,740,000 and are entitled the Issuer's "TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019", to pay contractual obligations incurred to make permanent public improvements and for other public purposes all as stated in Recital 1 hereto, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Texas Government Code section 1502.052, and the Certificate of Obligation Act of 1971, Texas Local Government Code sections 271.041 through 271.065, each as now in effect. The Certificates shall have a Dated Date of February 15, 2019 (which is the "Dated Date" of the Certificates and to be inserted below "Dated Date" immediately below the title thereof).

B. *Denominations, Maturities, Rates of Interest.* The Stated Maturities of the Certificates are February 15 of the years and the aggregate principal amounts set forth below in this Subsection, and interest on the Certificates of each Stated Maturity accrues from the Issue Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, until such Certificates are paid or due provision therefor is made at or after the Maturity thereof, at the per annum rates set forth opposite such Stated Maturity below, calculated on the basis of a 360-day year of twelve 30-day months and payable semiannually on each August 15 and February 15 commencing August 15, 2019:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>	<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>
2020	\$240,000	%	2030	\$335,000	%
2021	245,000		2031	345,000	
2022	255,000		2032	355,000	
2023	260,000		2033	370,000	
2024	275,000		2034	385,000	
2025	285,000		2035	400,000	
2026	295,000		2036	415,000	
2027	305,000		2037	430,000	
2028	315,000		2038	445,000	
2029	325,000		2039	460,000	

C. *Payment.* The principal of the Certificates is payable upon surrender, and the interest on the Certificates is payable, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"). in Dallas, Texas or at such other city as designated by the Issuer upon Notice to the Registered Owners. Such place is herein referred to as the "Place of Payment".

The Issuer shall transfer the principal of the Certificates to the Paying Agent on or prior to the date it is due.

If the specified date for any payment of principal (or Redemption Price) of or interest on the Certificates is a Saturday, Sunday, or legal holiday or equivalent (other than a moratorium) for banking institutions generally in the city of the Place of Payment, such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment.

D. *Payment of Interest; Interest Rights Preserved.* Interest on any Certificate is payable to the Registered Owner thereof as of the Record Date and is payable (i) by check sent by United States Mail, first-class postage prepaid, by the Paying Agent, to the address of the Registered Owner appearing in the Security Register, or (ii) by such other method acceptable to the Paying Agent requested in writing by the Registered Owner at the Registered Owner's risk and expense.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("*Special Payment Date*", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner of a Certificate appearing on the registration books of the Paying Agent at the close of business on the last business day next preceding the date of mailing of such notice. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest must be paid to the Persons in whose names the Certificates (or their respective Predecessor Certificates) are registered on such Special Record Date.

E. *Legal Tender.* The principal of and interest on the Certificates is payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, without exchange or collection charges to the Registered Owner.

SECTION 1.2 *Redemption.*

A. *Optional and Mandatory Redemption.* The Certificates are subject to redemption at the option of the Issuer and by mandatory redemption prior to Stated Maturity on the Redemption Dates and Redemption Prices as provided in the Form of Certificate in **Section 3.2**.

B. *Exercise of Redemption Option.* At least 45 days prior to a date of redemption (the "*Redemption Date*") (unless a shorter notification period shall be satisfactory to the Paying Agent), the Issuer shall notify the Paying Agent of its decision to exercise the right to optionally redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the Redemption Date. The decision of the Issuer to exercise the right to redeem Certificate shall be entered in the minutes of the Governing Body.

C. *Selection of Certificates for Redemption.* If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a Redemption Date, the Paying Agent shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

D. *Notice of Redemption.* Not less than 30 days prior to a Redemption Date, the Issuer shall cause a notice of redemption to be sent by United States Mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's expense, by the Paying Agent to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. All notices of redemption shall state:

- (1) the Redemption Date,
- (2) the redemption price (the "*Redemption Price*"),
- (3) the principal amount and identification (by Issuer and Certificate name, CUSIP number, Stated Maturity, interest rate, Dated Date, and, in the case of partial redemption, the Certificate numbers and respective principal amounts) of Certificates to be redeemed,
- (4) that on the Redemption Date the Redemption Price of each of the Certificates to be redeemed will become due and payable and that interest thereon shall cease to accrue from and after said date, and
- (5) that the Certificates to be redeemed are to be surrendered for payment of the Redemption Price at the Place of Payment, and the address of such Place of Payment.

E. *Limitation on Transfer/Exchange of Certificates.* Neither the Issuer nor the Paying Agent is required to transfer or exchange any Certificates selected for redemption within 45 days of the Redemption Date, provided however, such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to partial redemption.

F. *Payment of the Redemption Price.* If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable Redemption Price is held for the purpose of such payment by the Paying Agent, then on the Redemption Date, interest on the Certificate (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall no longer be deemed Outstanding hereunder.

If any Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the same shall continue to bear interest from the Redemption Date therefore at the rate borne by such Certificates.

SECTION 1.3 *Execution, Registration, Delivery, and Dating.*

The Mayor of the Issuer shall execute the Certificates on behalf of the Issuer and such signature shall be attested by the City Clerk of the Issuer. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were at the time the proper officers of the Issuer bind the Issuer, notwithstanding that such individuals or either of them cease to hold such offices prior to the certification and delivery of such Certificates.

The Mayor of the Issuer is authorized and directed to execute and the City Clerk of the Issuer to attest the Initial Certificates in the name of Cede & Co. The Mayor of the Issuer is further authorized and directed to submit the Initial Certificates, together with the record of the proceedings authorizing the issuance thereof and any and all other necessary orders, certificates, and records, to the Attorney General of Texas for approval. After the Attorney General has approved such Certificates, the Mayor of the Issuer shall cause such Certificates to be delivered to the Comptroller of Public Accounts of the State of Texas for registration. If requested by the Attorney General or its representatives, or if otherwise deemed necessary to properly evidence the intent of the Issuer in the adoption of this Ordinance, the Mayor or Mayor pro tem of the Issuer may make such ministerial changes in the written text of this Ordinance as such officer determines are consistent with the intent and purposes of this Ordinance, which determination shall be final. Upon registration of the Certificates, the Comptroller is authorized and directed to deliver the Certificates in accordance with instructions of the Mayor of the Issuer. At any time thereafter the Issuer may deliver such Certificates to the Paying Agent together with definitive Certificates to be issued in exchange therefor, and the Paying Agent is directed, within not more than five business days following receipt of instructions from the payee named therein designating the Persons, Stated Maturities, and denominations to and in which such Certificates are to be transferred, register and deliver such definitive Certificates as provided in such instructions. The officers or acting officers of the Governing Body are authorized to execute and deliver on behalf of the Governing Body such certificates and instruments as may be necessary to accomplish or in furtherance of the delivery of the Certificates to and payment therefor by the Purchasers.

All Certificates registered and delivered by the Paying Agent hereunder are to be dated by the Paying Agent the date of their registration.

No Certificate is entitled to any right or benefit under this Ordinance, or is valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in **Section 3.3**, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in **Section 3.4**, executed by the Paying Agent by manual signature, and either such certificate upon any Certificate is conclusive

evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 1.4 *Registration, Transfer, and Exchange.*

The Issuer shall cause to be kept at the Place of Payment a register (herein referred to as the “*Security Register*”) in which, subject to such reasonable regulations as the Issuer or the Paying Agent may prescribe, the Paying Agent shall provide for the registration of the Certificates and of transfers of the Certificates as herein provided.

Upon surrender for transfer of any Certificate at the Place of Payment, the Issuer shall execute, and the Paying Agent shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of the same Stated Maturity, of any authorized denominations, and of a like aggregate principal amount. New Certificates registered, and delivered in an exchange or transfer will be delivered by the Paying Agent at the Place of Payment or sent by United States mail at the Registered Owner’s written request, risk, and expense.

At the option of the Registered Owner, Certificates may be exchanged for other Certificates of the same Stated Maturity, of any authorized denominations, and of like aggregate principal amount, upon surrender of the Certificates to be exchanged at the Place of Payment. Whenever any Certificates are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall register and deliver, the Certificates which the Registered Owner of Certificates making the exchange is entitled to receive.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Registered Owners at the principal corporate trust office of the Paying Agent or sent by United States Mail, first class, postage prepaid to the Registered Owners, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

Every Certificate presented or surrendered for transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Paying Agent duly executed, by the Registered Owner thereof or his attorney duly authorized in writing.

No service charge may be made to the Registered Owner for any registration, transfer, or exchange of Certificates, but the Issuer or the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

Neither the Issuer nor the Paying Agent is required (1) to transfer or exchange any Certificate during a period beginning 45 days prior to a redemption date hereunder and ending at the close of business on the day of mailing of a notice of redemption or (2) thereafter to transfer or exchange in whole or in part any Certificate so selected for redemption.

SECTION 1.5 *Mutilated, Destroyed, Lost, and Stolen Certificates.*

If (1) any mutilated Certificate is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as they require to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Certificate has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may pay such Certificate instead of issuing a new Certificate.

Upon the issuance of any new Certificate under this Section, the Issuer or the Paying Agent may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate constitutes an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Certificate is at any time enforceable by anyone, and the new Certificate is entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 1.6 *Persons Deemed Owners.*

The Issuer and the Paying Agent, and any agent of either, may treat the Registered Owner as the owner of a Certificate for purposes of receiving payment of principal of and (*subject to Section 1.1*) interest on the Certificate and for all other purposes whatsoever, whether or not the Certificate is due or overdue, and neither the Issuer nor the Paying Agent, or any agent of either, is affected by notice to the contrary. All payments made to or duly provided for the Bondholder in accordance with this Ordinance will be valid and effectual and will discharge the liability of the Issuer to the extent of the sums paid in or duly provided for.

SECTION 1.7 *Cancellation.*

All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent, are to be promptly canceled by it and, if surrendered to the Issuer, are to be delivered to the Paying Agent and, if not already canceled, are to promptly be canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Certificates previously certified and delivered which the Issuer acquires in any

manner whatsoever, and all Certificates so delivered are to be promptly canceled by the Paying Agent. No Certificate may be certified in lieu of or in exchange for any Certificate canceled as provided in this Section, except as expressly provided by this Ordinance. All canceled Certificates held by the Paying Agent are to be disposed of in accordance with the standard document retention policies of the Issuer.

SECTION 1.8 *Book-Entry Only.*

Notwithstanding the provisions contained in **Sections 1.3, 1.4 and 1.5** relating to the payment, redemption and transfer/exchange of the Certificates, the Issuer hereby approves and authorizes the use of “Book-Entry Only” securities clearance, settlement and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with DTC’s requirements and procedures, and authorizes the Issuer and the Paying Agent to take such as actions as are necessary to qualify the Certificates with DTC and to deliver the Certificates through DTC.

Pursuant to the rules and procedures of DTC now in effect, the Certificates shall be deposited with DTC (or with the Paying Agent on behalf of DTC) who shall hold said Certificates for its participants (the “DTC Participants”). While the Certificates are so held, the Registered Owner of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the Issuer determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the Issuer covenants and agrees with the Registered Owners of the Certificates to cause Certificates to be printed in definitive form and provide for the certificated certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent and payment of such Certificates shall be made in accordance with the provisions of **Sections 1.3, 1.4 and 1.5**.

ARTICLE TWO
DEFINITIONS AND OTHER PROVISIONS OF
GENERAL APPLICATION

SECTION 2.1 *Definitions.*

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(1) The terms defined in this Section have the meanings assigned to them in this Section.

(2) All terms defined herein include the plural as well as the singular.

(3) All references in this Ordinance to designated “*Articles*”, “*Sections*”, “*Exhibits*”, and other subdivisions are to the designated Articles, Sections, Exhibits, and other subdivisions of this Ordinance as originally adopted.

(4) The words “*herein*”, “*hereof*”, and “*hereunder*” and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section, Exhibit, or other subdivision.

“*Certificate Fund*” means the special fund of the Issuer created and established by the provisions of **Section 4.1**.

“*Certificates*” means any obligation of the Issuer authorized to be issued by **Article One**, whether initially delivered or issued in exchange for or upon transfer or in lieu of any Predecessor Certificate.

“*Collection Date*” means, for any year, the date that annual ad valorem taxes levied by the Issuer in that year become delinquent.

“*Debt Service Requirement*” has the meaning stated in **Section 4.6**.

“*Fiscal Year*” means the annual financial accounting period for the Issuer as established by the Issuer on or prior to the date of this Ordinance; provided, however, the Governing Body may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

“*Governing Body*” means the City Council of the Issuer.

“*Governmental Obligations*” means (1) direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America, or (2) obligations authorized under Texas law from time to time for discharge and final payment of political or governmental obligations which, at the time of deposit have been assigned ratings in the highest rating category by a nationally recognized

investment rating firm, *but* in the case of both *Clauses* (1) and (2) only if such obligations may not be called for redemption prior to maturity.

“*Gross Revenues*” for any period means all revenue during such period in respect or on account of the operation or ownership of the System, *excluding* refundable deposits, restricted gifts, refunds for amounts advanced in aid of construction, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (other than earnings on the Certificate Fund) created and established for the payment or security of the Certificates.

“*Interest Payment Date*” means a date specified in the Certificates as a fixed date on which an installment of interest thereon is due and payable.

“*Issue Date*” means the date on which Certificates are first registered and delivered to the Purchasers in exchange for the purchase price therefor.

“*Issuer*” has the meaning stated in the Recitals.

“*Maintenance and Operating Expenses*” means all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including the cost of all salaries, labor, materials, interest, repairs, and extensions necessary to provide efficient service, and each proper item of expense, but only if, in the case of repairs and extensions, they are, in the judgment of the Governing Body, necessary to keep the System in operation and render adequate service to the Issuer and its residents, or respond to a physical accident or condition that would otherwise impair the Certificates or Prior Obligations or Parity Obligations.

“*Maturity*” when used with respect to any Certificate means the date on which the principal of such Certificate becomes due and payable as therein provided, whether at the Stated Maturity, by call for redemption, or otherwise.

“*Net Revenues*” for any period means the Gross Revenues less the Maintenance and Operating Expenses.

“*Ordinance*” means this Ordinance as finally passed and adopted by the Governing Body or as it may from time to time be supplemented, modified, or amended in accordance with the provisions hereof.

“*Outstanding*” when used with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except, without duplication:

(1) *Canceled Certificates*: Certificates theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) *Gross Cash Defeasance*: Certificates for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Registered Owner of such Certificates, provided that, if such Certificates are

to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance, irrevocably provided for to the satisfaction of the Paying Agent, or waived;

(3) *Replaced Certificates*: Certificates in exchange for or in lieu of which other Certificates have been registered and delivered pursuant to this Ordinance;

(4) *Paid Missing Certificates*: Certificates alleged to have been destroyed, lost, or stolen which have been paid as provided in **Section 1.5**; and

(5) *Net Cash Defeasance* : Certificates for the payment of the principal of and interest on which money or Governmental Obligations or both are held by the Paying Agent or other bank or trust company and with the effect specified in **Section 6.1**;

provided, however, that in determining whether the Registered Owners of the requisite principal amount of Certificates Outstanding have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Certificates owned by the Issuer or any other obligor upon the Certificates are disregarded and deemed not Outstanding, except that, in determining whether the Paying Agent is protected in relying upon any such request, demand, authorization, direction, notice, consent, or waiver, only Certificates which the Paying Agent knows to be so owned are required to be so disregarded.

“Parity Obligations” means the obligations of the Issuer now or hereafter issued with a lien on Net Revenues on a parity with the lien on Net Revenues granted the Certificates.

“Paying Agent” means the corporation named as the *“Paying Agent”* herein until a successor Paying Agent becomes such pursuant to the applicable provisions of this Ordinance, and thereafter *“Paying Agent”* means such successor Paying Agent.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Place of Payment” means a corporate trust office of the Paying Agent in the State of Texas, as established in **Section 1.1**.

“Predecessor Certificates” of any particular Certificate means every previous Certificate evidencing all or a portion of the same debt as that evidenced by such particular Certificate, and, for purposes of this definition, any Certificate registered and delivered under **Section 1.5** in lieu of a mutilated, lost, destroyed, or stolen Certificate is deemed to evidence the same debt as the mutilated, lost, destroyed, or stolen Certificate.

“Prior Obligations” means the obligations of the Issuer so defined in **Section 4.7**.

“Purchaser” means the initial purchaser or purchasers of the Certificates named in **Section 7.1** of this Ordinance.

“*Registered Owner*” mean the registered owner, whose name appears in the Security Register, for any Certificate.

“*Regular Record Date*” for the interest payable on any Interest Payment Date means the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date.

“*Security Register*” has the meaning stated in **Section 1.4**.

“*Stated Maturity*” when used with respect to any Certificate means the date specified in such Certificate as the fixed date on which the principal of such Certificate is due and payable.

“*Subordinate Lien Obligations*” means any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the Issuer that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of Net Revenues to payment of the Certificates.

“*System*” means all of the Issuer’s waterworks and sewer system, together with all future extensions, improvements, and additions thereto and replacements thereof, *excluding* from the foregoing, however, to the extent now or hereafter authorized or permitted by law, facilities of any kind which are declared by the Governing Body, prior to the acquisition or construction thereof by the Issuer, not to be a part of the System and which are acquired or constructed by or on behalf of the Issuer with the proceeds from the issuance of “*Special Facilities Obligations*”, which are hereby defined as being special revenue obligations of the Issuer which are not payable from Net Revenues but which are payable from and secured by other liens on and pledges of any revenues, sources, or payments, not pledged to the payment of the Certificates.

SECTION 2.2 *Notices.*

Where this Ordinance provides for notice to Registered Owners of any event, such notice is sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Registered Owner, at the address of such Registered Owner as it appears in the Security Register. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Registered Owner affects the sufficiency of such notice with respect to all other Registered Owners. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver is the equivalent of such notice. Waivers of notice by Registered Owners are to be filed with the Issuer, but such filing is not a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 2.3 *Effect of Headings and Table of Contents; Recitals.*

The section headings herein and in the Table of Contents are for convenience only and do not affect the construction hereof.

The Recitals contained in the preamble hereof are hereby found to be true, and such Recitals are hereby made a part hereof for all purposes and are adopted as part of the judgment and findings of the Governing Body.

SECTION 2.4 *Ordinance a Contract; Amendments.*

This Ordinance constitutes a contract with the Registered Owners entered into upon the initial purchase of the Certificates, is binding on the Issuer and its successors and assigns whether or not so expressed, and may not be amended or repealed by the Issuer so long as any Certificate remains Outstanding except as permitted in this Section.

The Issuer may, without the consent of or notice to any Registered Owner, from time to time and at any time amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein or therein. In addition, the Issuer may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of the Registered Owners of all of the affected Outstanding Certificates, no such amendment, addition, or rescission may (1) change the Stated Maturity of the Certificates or any Interest Payment Date for an installment of interest thereon, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at, or the coin or currency in, which any Certificate or the interest thereon is payable, or in any other way modify the terms or sources of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, (3) modify any of the provisions of the proviso to the definition of the term “*Outstanding*”, or (4) modify any of the provisions of this Section, except to increase the percentage provided hereby or to provide that certain other provisions of this Ordinance cannot be modified or waived without the consent of the Registered Owner of each Certificate affected thereby.

Any consent to any amendment hereof by the Registered Owner of any Certificate binds every future Registered Owner of the same Certificate and the Registered Owner of every Certificate issued upon transfer or in lieu thereof or in exchange therefor, in respect of anything done or suffered to be done by the Issuer in reliance thereon, whether or not notation of such action is made upon such Certificate.

SECTION 2.5 *Benefits of Ordinance.*

Nothing in this Ordinance, expressed or implied, is intended or may be construed to confer upon any Person (other than the Issuer and Registered Owners) any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and the Registered Owners.

SECTION 2.6 *Repealer.*

All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be

inapplicable to the extent of such conflict, and the provisions of this Ordinance are controlling as to the matters prescribed herein.

SECTION 2.7 *Governing Law.*

This Ordinance is to be construed in accordance with and governed by the laws of the State of Texas and the United States of America.

SECTION 2.8 *Severability.*

If any provision of this Ordinance or the application thereof to any Person or circumstance is held to be invalid, illegal, or unenforceable, the remainder of this Ordinance and the application of such provision to other Persons and circumstances is nevertheless valid, legal, and enforceable and the Governing Body hereby declares that this Ordinance would have been enacted without such invalid provision or application.

SECTION 2.9 *Public Meeting.*

The Governing Body officially finds, determines, and declares that notice of the adoption of this Ordinance was posted as required by law at a location within the Issuer in a place readily accessible to the general public at all times for at least 72 hours preceding the scheduled time of the meetings at which this Ordinance is read and approved; that such meetings were open to the public; and that public notice of the time, place, and purpose of such meetings was given as required by Texas Government Code chapter 551, as amended.

SECTION 2.10 *Authority of Officers.*

The Mayor, the Mayor Pro Tem, the City Clerk or any assistant City Clerk, Manager, Attorney, or Director of Finance of the Issuer, or any of them, are authorized to evidence adoption of this Ordinance and to do any and all things proper and necessary to carry out the intent hereof.

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ARTICLE THREE FORMS

SECTION 3.1 *Forms Generally.*

The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be reproduced on the initial Certificates, the Registration Certificate of the Paying Agent to be reproduced on subsequently delivered Certificates, and the form of Assignment to be reproduced on each of the Certificates are to be substantially in the forms set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and the Certificates may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel or notice of insurance) thereon as may, consistently herewith, be determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates may be printed, lithographed, engraved, typewritten, photocopied, or produced by any combination of these methods, or produced in any other manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof. The initial Certificates to be delivered to the Attorney General may be issued either (i) as a single fully registered certificate in the total principal amount of the Certificates with principal installments to become due and payable as provided in **Section 1.1** hereof and numbered consecutively T-1 and upward, or (ii) as fully registered certificates, being one note for each stated maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the “Initial Certificate(s)”).

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SECTION 3.2 *Form of Definitive Certificate.*

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
NO.

REGISTERED
\$.....

United States of America
State of Texas
CITY OF SPRING VALLEY VILLAGE, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019

Interest Rate:	Dated Date:	Stated Maturity:	CUSIP NO:
.....	February 15, 2019		

REGISTERED OWNER:.....

PRINCIPAL AMOUNT:.....DOLLARS

The City of Spring Valley Village, Texas (hereinafter together with its successors referred to as the “*Issuer*”), a body politic and municipal corporation duly organized and existing under and by virtue of the laws of the State of Texas, for value received, hereby promises to pay, but solely to and from the extent of the sources described herein, to the Registered Owner specified above or registered assigns, on the Stated Maturity specified above, the Principal Amount specified above, and to pay interest thereon to the Person herein specified from the Issue Date thereof, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until such principal is paid or duly provided for on or after such Stated Maturity or any earlier Redemption Date, semiannually on August 15 and February 15 in each year commencing August 15, 2019, at the per annum Interest Rate specified above, computed on the basis of a 360-day year of twelve 30-day months and, except as otherwise permitted by the Ordinance hereinafter referred to, to make the payments to the United States of America in the amounts and on the date therein described when due. Principal of this Certificate is payable at its Stated Maturity to the Registered Owner hereof, upon presentation and surrender, at the principal payment office of the Paying Agent executing the Registration Certificate of Paying Agent appearing hereon, which shall initially be The Bank of New York Mellon Trust Company, N.A., or its successor in its designated place of payment, initially Dallas, Texas (the “*Place of Payment*”).

The interest so payable on, and paid or duly provided for on or within 10 days after, any Interest Payment Date will be paid to the Person in whose name this Certificate (or one or more Predecessor Certificates evidencing the same debt) is registered at the close of business on the Regular Record Date for such interest, which is the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Any such interest not so paid or duly provided for ceases to be payable to the Person in whose name such Certificate is registered on such Regular Record Date, and shall be paid to the Person in whose name this Certificate (or one or more Predecessor Certificates) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice whereof being sent to the Registered Owners of the Certificates not less than five business days prior to the Special Record Date. All such interest is payable at the Place of Payment. Such interest is payable (1) by check or draft mailed to the address of the Registered Owner as the same appears on the Security Register of the Issuer kept by the Paying Agent, as Registrar, or (2) in accordance with other customary arrangements acceptable to the Paying Agent made by the Registered Owner. The principal of this Certificate is payable at the Place of Payment upon presentation and surrender of this Certificate. All such payments must be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

If the specified date for any such payment is a Saturday, Sunday, or legal holiday or equivalent (other than a moratorium) for banking institutions generally in the city in which the Place of Payment is located, such payment may be made on the next succeeding day which is not one of the foregoing days without additional interest and with the same force and effect as if made on the specified date for such payment.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$6,740,000 (the “*Certificates*”) pursuant to an Ordinance adopted by the governing body of the Issuer (the “*Ordinance*”), to pay contractual obligations to fund design, acquisition, construction, equipping, and improvement of (1) streets and roadways, and for the purchase of materials, supplies, machinery, land, and rights-of-way related thereto; and (2) certain costs related and incidental thereto and the issuance costs of the Certificates, under and in strict conformity with the laws of the State of Texas, particularly Texas 1502.052 section and the Certificate of Obligation, Act of 1971, as amended, Texas Local Government Code sections 271.041 through 271.063, as amended.

The Certificates with a Stated Maturity on or after February 15, 2029 may be redeemed at the option of the Issuer, on notice mailed to the Registered Owners thereof not less than 30 days prior to the Redemption Date as provided in the Ordinance, as a whole or from time to time in part in integral multiples of \$5,000 principal on any date prior to their Stated Maturity, but not before February 15, 2028, upon payment of the Redemption Price, which is the principal amount thereof together with interest, if any, accrued from the most recent Interest Payment Date to the Redemption Date. The optional redemption of certificates may be conditioned upon issuance of one or more series of refunding bonds or obligations to pay the redemption price of the Certificates to be redeemed on or prior to the redemption date.

Certificates maturing on the dates specified below are subject to mandatory redemption prior to maturity in the principal amounts and on the redemption dates set out below, at a price equal to such principal amounts plus accrued interest from the most recent interest payment date to such redemption dates:

Certificates maturing [Stated Maturity]

Redemption Date <u>([Maturity Date])</u>	Principal <u>Amount</u> \$
(Stated Maturity)	

Certificates maturing [Stated Maturity]

Redemption Date <u>([Maturity Date])</u>	Principal <u>Amount</u> \$
(Stated Maturity)	

Certificates maturing [Stated Maturity]

Redemption Date <u>([Maturity Date])</u>	Principal <u>Amount</u> \$
(Stated Maturity)	

Such Certificates to be redeemed shall be selected by lot from and among the Certificates of such maturity then subject to redemption. The Issuer, at its option, may credit against any mandatory sinking fund redemption requirement Certificates of the maturity then subject to redemption which have been purchased and canceled by the Issuer or have been redeemed and theretofore applied as a credit against any mandatory sinking fund redemption requirement.

Certificates of a denomination larger than \$5,000 may be redeemed in part (in, and leaving unredeemed, an authorized denomination) and upon any partial redemption of any such Certificate the same must be surrendered in exchange for one or more new Certificates of the same Stated Maturity in authorized denominations for the unredeemed portion of principal. Certificates (or portions thereof) for whose redemption and payment provision is made in accordance with the Ordinance cease to bear interest from and after the Redemption Date.

If this Certificate (or any portion of the principal sum hereof) has been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) is due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent, interest ceases to accrue and to be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the Issuer, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Net Revenues derived from the operation of the Issuer's waterworks and sanitary sewer system (the "System") as identified and defined in the Ordinance. In the Ordinance, the Issuer reserves and retains the right to issue additional obligations prior and superior in right to, on a parity with, or subordinate to the Certificates with respect to the lien on Net Revenues, and the Certificates are issued with the pledge of Net Revenues subordinate to the pledge of Net Revenues to the Issuer's other outstanding obligations, and any other obligations of the Issuer hereafter issued which are issued with a pledge of Net Revenues prior and senior to or on a parity with the pledge of Net Revenues to the Certificates.

Reference is hereby made to the Ordinance, copies of which are on file in the principal corporate trust office of the Paying Agent, and to all of the provisions of which the Registered Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owner; the rights, duties, and obligations of the Issuer and the Paying Agent; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

The Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Registered Owners of the Certificates under the Ordinance at any time by the Issuer with the consent of the Registered Owners of a majority in aggregate principal amount of such Certificates at the time outstanding affected by such modification. Any such consent by the Registered Owners of this Certificate or any Predecessor Certificate herefor evidencing the same debt is conclusive and binding upon such Registered Owner and all future Registered Owners of this Certificate and of any Certificate issued upon the transfer or in lieu hereof or in exchange herefor, whether or not notation of such consent is made upon this Certificate.

As provided in the Ordinance and subject to certain limitations therein set forth, this Certificate is transferable on the Security Register of the Issuer, upon surrender of this Certificate for transfer to the Paying Agent at the Place of Payment, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent duly executed by, the Registered Owner hereof or its attorney duly authorized in writing, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Certificates are issuable as fully registered Certificates in denominations of principal, equal to \$5,000 and any integral multiple thereof. Upon surrender of this Certificate for exchange to the Paying Agent at the Place of Payment, and subject to certain limitations set forth

in the Ordinance, one or more new fully registered Certificates of the same Stated Maturity, of designated authorized denominations, and for the same aggregate principal amount will be issued to the Registered Owner of this Certificate.

No service charge may be made for any transfer or exchange hereinabove referred to, but the Issuer or the Paying Agent may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Issuer, the Paying Agent, and any agent of either of them may treat the Person in whose name this Certificate is registered as the Registered Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Certificate be overdue, and none of the Issuer, the Paying Agent, and any such agent is affected by notice to the contrary.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Certificates does not exceed any constitutional or statutory limitation. In case any provision in this Certificate or any application thereof is deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications is not in any way affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance are to be construed in accordance with and governed by the laws of the State of Texas.

Unless either a Registration Certificate hereon has been executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent or by the Paying Agent, respectively, by manual signature, this Certificate shall not be entitled to any benefit under the Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be duly executed.

CITY OF SPRING VALLEY VILLAGE,
TEXAS

By.....
Mayor

ATTEST:

.....
City Secretary

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SECTION 3.3 *Form of Registration Certificate of Comptroller of Public Accounts.*

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS*

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
 § REGISTER NO.....
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this

(SEAL)

.....
Comptroller of Public Accounts
of the State of Texas

*** Note to Printer: Not to appear on printed Certificates**

SECTION 3.4 *Form of Certificate of Paying Agent.*

CERTIFICATE OF PAYING AGENT*

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent.

Registration Date:.....

.....
THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent

By.....
Authorized Officer

*** Note to Printer: Not to appear on initial Certificates**

SECTION 3.5 *Form of Assignment.*

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee):
.....
.....
(Social Security or other identifying number:)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ...
.....
attorney to transfer the within Certificate on the books kept for registration thereof, with full
power of substitution in the premises.

DATED:

Signature guaranteed:
.....

.....
NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Certificate in every particular.

SECTION 3.6 *Form of Initial Certificate.*

The Initial Certificate shall be in the form set forth in **Section 3.2** except that the form of
a single fully registered Certificate shall be modified as follows:

(i) immediately under the name of the Certificate the headings “Interest Rate
_____”, “Stated Maturity _____”, and “CUSIP No. _____” will be
omitted;

(ii) Paragraph one will read as follows:

The City of Spring Valley Village, Texas (hereinafter together with its successors
referred to as the “Issuer”), a body politic and municipal corporation duly organized and existing
under and by virtue of the laws of the State of Texas, for value received, hereby promises to pay,
but solely to and from the extent of the sources described herein, to the Registered Owner
specified above or registered assigns, the hereinabove stated the Principal Amount on February
15 in each of the years and in principal amounts and bearing interest at per annum rates in
accordance with the following schedule:

Year of
Stated Maturity

Principal
Amount

Interest
Rate (%)

(Information to be inserted from schedule in **Section 1.1** hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest thereon computed on the basis of a 360-day year of twelve 30-day months to the Person herein specified from the Issue Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until such principal is paid or duly provided for on or after such Stated Maturity or any earlier Redemption Date, semiannually on February 15 and August 15 in each year commencing August 15, 2019, at the per annum Interest Rates specified above, computed on the basis of a 360-day year of twelve 30-day months. Principal installments of this Certificate are payable at its Stated Maturity or on a prepayment date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A. (the “Paying Agent”), upon its presentation and surrender, at its designated offices in Dallas, Texas (the “Place of Payment”).

SECTION 3.7 *Insurance Legend.*

If bond insurance is obtained by the Issuer or the Purchaser for the Certificates, the Definitive Certificates and the Initial Certificate(s) shall bear an appropriate legend as provided by the insurer.

ARTICLE FOUR
TAXES, REVENUES, AND FUNDS;
INVESTMENTS

SECTION 4.1 *Certificate Fund.*

To pay interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, the Issuer hereby creates and shall maintain solely for such purposes (subject to the provisions of **Section 5.5**) a special fund designated as its “CERTIFICATES OF OBLIGATION, SERIES 2019, INTEREST AND SINKING FUND” (the “*Certificate Fund*”). The Issuer authorizes and directs its authorized officials to withdraw from the Certificate Fund and to transfer to the Paying Agent money on deposit in the Certificate Fund sufficient to pay the amount of principal or interest falling due on the Certificates, such transfer of funds to the Paying Agent to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent on or before the last business day next preceding each Maturity or Interest Payment Date for the Certificates.

SECTION 4.2 *Deposits to Certificate Fund; Excess Certificate Proceeds.*

The Issuer, prior to a Maturity or Interest Payment Date for the Certificates, may deposit any of the Net Revenues to the Certificate Fund in accordance with **Section 4.3**. The Net Revenues, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. The Net Revenues so deposited shall be accounted for and transferred to the Paying Agent in accordance with the provisions of **Section 4.1** governing other money in the Certificate Fund.

The Issuer shall deposit accrued interest and premium, if any, received from the Purchaser and ad valorem taxes levied and collected to pay principal of or interest on the Certificates to the Certificate Fund. In addition, the Issuer shall deposit any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes to the Certificate Fund.

SECTION 4.3 *System Account.*

The Issuer shall keep all Gross Revenues derived from operation of the System separate and apart from all other funds, accounts, and money of the Issuer and shall deposit amounts collected into the Issuer’s “WATERWORKS AND SEWER SYSTEM ACCOUNT” (the “*System Account*”). The Issuer shall pledge and appropriate money in the System Account as required for the following purposes and in the order of priority shown:

First: as a first charge on and claim against the Gross Revenues, to pay reasonable and proper Maintenance and Operating Expenses required by statute or ordinances authorizing the issuance of any indebtedness of the Issuer;

Second: to deposit amounts required in the special funds and accounts established for payment of any obligations of the Issuer with a lien on Gross Revenues or Net Revenues prior or superior to the lien granted to secure payment of the Certificates;

Third: to deposit amounts required in the special funds and accounts established for the payment of the Certificates or any additional obligations of the Issuer secured by the Net Revenues on a parity with the Certificates; and

Fourth: any Net Revenues remaining in the System Account after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, to be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

SECTION 4.4 *Construction Accounts.*

Except as provided in **Section 4.2**, the Issuer will deposit proceeds derived from the sale of the Certificates (after paying costs of issuance) into special construction account or accounts created for the projects to be constructed with such proceeds. Pending completion of construction of the projects financed with such proceeds interest earned on the such proceeds must be accounted for, maintained, deposited, and expended as permitted by the provisions of Texas Government Code section 1201.043, as from time to time in effect, or as otherwise required by applicable law. Thereafter, such interest must be accounted for, maintained, deposited, and expended in accordance with **Section 4.5**.

SECTION 4.5 *Investments and Security For Funds.*

The Issuer is required to keep all money in such funds and accounts at a depository of the Issuer except when invested pursuant to this Section. Subject to **Section 5.6**, money in any fund established by this Ordinance may, at the option of the Issuer, be invested in a manner permitted by the provisions of the Public Funds Investment Act of 1987, Texas Government Code chapter 2256, subchapter A, as then in effect, the Public Funds Collateral Act, Texas Government Code chapter 2257, as then in effect, or by any other law applicable to the Issuer; provided that all such investments must be made so that money required to be expended will be available at the proper time or times. The Issuer shall credit or debit all interest and income or losses from deposits and investments in any fund or account established pursuant to the provisions of this Ordinance shall be credited to such fund or account. The Issuer shall sell investments promptly as necessary to prevent any default in connection with the Certificates.

All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 4.6 *Tax Levy.*

To provide for the payment of the Debt Service Requirements, which are defined to be (i) the interest on the Certificates and (ii) a sinking fund for payment of principal of the Certificates at Stated Maturity or earlier redemption or a sinking fund of 2% (whichever amount is greater), the Issuer levies and shall levy for the current year and each succeeding year thereafter while the Certificates or any interest thereon is Outstanding, a sufficient tax on each

\$100 of taxable property in the Issuer, within the limitations prescribed by law, adequate to pay such amounts, full allowance being made for delinquencies and costs of collection. Such tax shall be assessed and collected each year, and the same may not be diverted to any other purpose. The Issuer shall pay the taxes so levied and collected into the Certificate Fund. The Governing Body hereby declares its purpose and intent to provide and levy such tax, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The Issuer shall determine the amount of taxes to be provided annually for the Debt Service Requirement in the following manner:

A. Prior to establishing the annual tax rate, the Governing Body shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund (including surplus Certificate proceeds transferred to the Certificate Fund under **Section 4.2**) after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes then to be levied and (b) adding thereto the amount of the Net Revenues, if any, to be appropriated and allocated to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes then to be levied; and

(3) the amount of Net Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The Issuer shall assess and levy annually each year a tax to pay the Debt Service Requirements sufficient to provide tax revenues in the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 4.7 *Net Revenues.*

The Issuer covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the Issuer. The pledge of Net Revenues hereunder is subordinate to the prior pledge of Net Revenues to secure the Issuer's outstanding obligations secured by a pledge of Net Revenues to the extent of such pledge (together with prior obligations hereafter issued pursuant to **Section 4.8** (the "*Prior Obligations*").

Section 1208, Government Code, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the Issuer under this Section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the Issuer under this Section is subject to the filing requirements of Chapter 9, Business & Commerce Code, then to preserve to the Bondholders the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 4.8 *Issuance of Additional Obligations.*

The Issuer hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System prior and superior in right to, on a parity with the Certificates as Parity Obligations, or subordinate to the pledge of and lien on the Net Revenues in favor of the Certificates, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise.

ARTICLE FIVE COVENANTS

SECTION 5.1 *To Maintain Agency.*

The Issuer will at all times until the Certificates are duly paid maintain an agency meeting the qualifications herein described, for the performance of the duties of the Paying Agent hereunder The Bank of New York Trust Company, N.A., is hereby appointed Paying Agent for such purposes. The Issuer retains the right to replace the Paying Agent, and the Paying Agent may be removed from its duties hereunder at any time upon not less than 30 days notice with or without cause by action of the Governing Body entered in its minutes, but no such removal is effective until a successor has accepted the duties of the Paying Agent hereunder by written instrument.

Every Paying Agent appointed hereunder must at all times be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$10,000,000, subject to supervision or examination by federal or state authority, registered as a transfer agent with the Securities and Exchange Commission. If such corporation publishes reports of condition at least annually pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Upon any change in the Paying Agent, the City agrees to promptly cause a written notice thereof to be sent to each Registered Owner affected by the change, which notice shall also give the address of the new Paying Agent, which shall be the designated Place of Payment.

This Section is subject to the provisions of **Section 8.2.**

The terms of the Transfer and Paying Agency Agreement with the initial Paying Agent are hereby approved in substantially the form and to the effect presented to the Governing Body on this date, and the Mayor and the Mayor Pro Tem of the Issuer, or either of them, and the City Clerk and any Assistant or Acting City Clerk of the Issuer, or any of them, are hereby authorized to execute and deliver such Transfer and Paying Agency Agreement.

SECTION 5.2 *To Maintain and Operate the System and Insure Property.*

The Issuer covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipalities in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are hereby pledged as security for the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property

damaged, and adequate provision for making good such loss or damage must be made within 90 days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance may be construed as requiring the Issuer to expend any funds which are derived from sources other than the operation of the System but nothing herein may be construed as preventing the Issuer from doing so.

SECTION 5.3 *Rates and Charges.*

The Issuer hereby covenants and agrees that rates and charges for services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

- A. to pay all Maintenance and Operating Expenses;
- B. to produce Net Revenues sufficient (but subject to the maximum amount of Net Revenues pledged hereunder), together with any other lawfully available funds, to produce an amount of Net Revenues sufficient to pay the interest on and principal of the Certificates and any additional obligations of the Issuer hereafter issued on a parity therewith; and
- C. to pay other legally incurred indebtedness payable from the Net Revenues or secured by a lien on the System or the Net Revenues thereof.

SECTION 5.4 *Records and Accounts, Annual Audit.*

The Issuer covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Texas Government Code section 1502.067, as amended, or other applicable law. The Registered Owners or any duly authorized agent or agents of the Registered Owners may inspect the System and all properties comprising the same. The Issuer agrees that, following the close of each Fiscal Year, it will cause an audit of its books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished to the Executive Director of the Municipal Advisory Council of Texas at his office in Austin, Texas, and, upon written request, to the original purchaser of the Certificates and any subsequent Registered Owner thereof. Expenses incurred in making the annual audit of the operations of the System are Maintenance and Operating Expenses.

SECTION 5.5 *Special Covenants.*

The Issuer covenants that:

- A. *Lawful Authority:* it has the lawful power to pledge the Net Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas;
- B. *No Encumbrance:* as long as any Certificates or any interest thereon remain Outstanding, the Issuer will not sell, lease or encumber (except in the manner provided in **Section 4.8**) the System or any substantial part thereof, provided that this covenant shall not be

construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System; and

C. *No Franchise*: to the extent that it legally may, the Issuer further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing systems other than those owned by the Issuer, and the operation of any such systems by anyone other than the Issuer is hereby prohibited.

SECTION 5.6 *Covenants to Maintain Tax-Exempt Status.*

A. Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any

Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Certificates with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of its general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover

and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to *Subsection H* of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Elections. The Issuer hereby directs and authorizes the Mayor Mayor Pro Tem, Secretary, Manager, Attorney, or Director of Finance of the Issuer, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 5.7 *Remedies in Event of Default.*

In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Registered Owners of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

ARTICLE SIX DEFEASANCE

SECTION 6.1 *Discharge of Obligations.*

Any Certificate is deemed paid and is no longer considered to be Outstanding within the meaning of this Ordinance when payment of the principal of and interest on such Certificate to the Stated Maturity thereof or (if notice of redemption has been duly given, irrevocably provided for, or waived as provided herein) to the redemption date has been made or has been provided for by deposit with the Paying Agent for such payment (or with any other bank or trust company which has agreed to hold the same for such purpose) (1) money sufficient to make such payment, (2) Governmental Obligations certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make such payment, or (3) a combination of money and Governmental Obligations together so certified sufficient to make such payment, provided that all the expenses pertaining to the Certificates with respect to which such deposit is made have been paid or the payment thereof provided for to the satisfaction of the Paying Agent (and to such other bank or trust company).

If such deposit is made with respect to some but not all of the Certificates then Outstanding, the Issuer shall designate the Stated Maturities of Certificates with respect to which such deposit is made. If such deposit is sufficient so to provide for the payment of the principal of and interest on some but not all Outstanding Certificates of a particular Stated Maturity so designated, the Paying Agent shall select the Outstanding Certificates of such Stated Maturity with respect to which such deposit is made by such random method as the Paying Agent deems fair and appropriate and which may provide for the selection of portions (equal to and leaving unredeemed an authorized denomination) of Certificates a denomination larger than \$5,000.

Notwithstanding anything herein to the contrary, no such deposit has the effect described in this Section (a) if made during the subsistence of a default in the payment of any Certificate unless made with respect to all of the Certificates then Outstanding or (b) unless accompanied by an opinion of counsel of recognized standing in the field of federal income taxation to the effect that neither such deposit nor the investment thereof adversely affects the excludability of interest on any Certificate from the gross income of any owner thereof for federal income tax purposes.

The Paying Agent (or other bank or trust company) with which a deposit is made of money and Governmental Obligations for such purpose shall hold the deposit in a segregated account in trust or escrow for the Registered Owners of the Certificates with respect to which such deposit is made and, together with any investment income therefrom, the deposit may be disbursed solely to pay the principal of and interest on such Certificates when due, except that cash receipts may be withdrawn and paid to the Issuer provided the date and amount of such withdrawals are taken into account in the most recent verification of the accounting firm referred to in this Section. No money or Governmental Obligations so deposited may be invested or reinvested unless in Governmental Obligations and unless such money and Governmental Obligations not invested and such new investments are together certified by an independent

public accounting firm of national reputation to be of such amounts, maturities, and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make such payment.

At such times as a Certificate is deemed to be paid hereunder, as aforesaid, it is no longer entitled to the benefits of this Ordinance, except for the purposes of any such payment from such money or Governmental Obligations and for the provisions of **Sections 1.4** and **1.5** and for the continuing compliance of the Issuer with the provisions of **Section 5.6**.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the Issuer has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption at an earlier date those Certificates which have been defeased to their maturity date, if the Issuer (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption, (ii) gives notice of the reservation of that right to the owners of the Certificates immediately following the making of the firm bank and financial arrangements, and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

ARTICLE SEVEN SALE

SECTION 7.1 *Sale of the Certificates.*

The sale of the Certificates to _____ (the “Purchaser”), at the price of par in the amount of \$6,740,000 plus a net premium of \$_____, less an underwriters discount of \$_____, plus accrued interest thereon from the Dated Date to the date of initial delivery, is hereby confirmed and determined to be in compliance with the terms of the Notice of Sale, except for the requirement that no maturity may be adjusted by more than 10% which is waived, and the maturities submitted are approved.

Delivery of the Certificates shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 7.2 *Payment of Costs of Issuance; Engagement of Bond Counsel.*

The Issuer has in consultation with its financial advisor, Masterson Advisors LLC set aside an amount of the proceeds of the Certificates to pay costs of issuance of the Certificates. The amount of such proceeds will be designated in a closing letter prepared by the financial advisor, and in the absence of contrary written instructions included as part of such closing letter to deposit such proceeds with the Issuer, the Paying Agent will pay such costs of issuance on behalf of the Issuer in accordance with invoices.

The Issuer hereby confirms engagement of Norton Rose Fulbright US LLP as Bond Counsel (“Bond Counsel”) for the City in accordance with the terms of the Letter of Engagement between the Issuer and Bond Counsel.

SECTION 7.3 *Official Statement.*

The Issuer hereby approves and ratifies distribution of the Preliminary Official Statement and Notice of Sale and Bidding Instructions relating to the Certificates. The Issuer further approves and authorizes distribution of the Official Statement, dated the date hereof, substantially in the form of the Preliminary Official Statement but completed and modified to reflect the terms of sale of the Certificates and such other changes as the Mayor of the Issuer shall approve. The Mayor of the Issuer and City Clerk of the Issuer are authorized to execute and deliver for and on behalf of the Issuer sufficient copies of such Official Statement, and, in the form and content manually executed by said officials of the Issuer, the same shall be deemed approved by this Governing Body and constitute the Official Statement duly authorized for distribution.

ARTICLE EIGHT
CONTINUING DISCLOSURE UNDERTAKING

SECTION 8.1 *Definitions.*

As used in this Article, the following terms have the meanings ascribed to such terms below:

“*EMMA*” means the Electronic Municipal Market Access system.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

SECTION 8.2 *Updated Information and Data.*

The Issuer shall provide annually to the MSRB through EMMA, within six months after the end of each fiscal year ending in or after September 30, 2018, financial information and operating data with respect to the Issuer of the general type included in the Preliminary Official Statement provided to the Purchaser in connection with its initial approval of its purchase of the Certificate of Obligations, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles set forth in Appendix A to the Official Statement, or as may otherwise hereafter be established consistent with Texas law and Generally Accepted Accounting Principles, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the Issuer shall provide audited financial statements for the applicable fiscal year to the MSRB through EMMA, when and if audited financial statements become available but if such audited financial statements are unavailable the Issuer will provide such financial statements on an unaudited basis within the above-described six-month period.

If the Issuer changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC, or may be provided in any other manner consistent with the Rule.

SECTION 8.3 *Material Event Notices.*

The Issuer shall notify the MSRB through EMMA of any of the following events with respect to the Certificates in a timely manner, and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Registered Owners of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates; if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall notify the MSRB through EMMA., in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with **Section 8.2** by the time required by such Section.

SECTION 8.4 *Limitations, Disclaimers, and Amendments.*

The Issuer shall be obligated to observe and perform the covenants specified in this Section with respect to the Issuer and the Certificates while, but only while, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by **Section 8.3** of any Certificate calls and defeasance that cause the Issuer to be no longer such an “obligated person”.

The provisions of this Article are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Issuer or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Article may be amended by the Issuer from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Issuer (such as nationally recognized

bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but in either case only to the extent that its right to do so would not prevent the Purchaser from lawfully purchasing the Certificates in the offering described herein. If the Issuer so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with **Section 8.2** an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

This Ordinance is in force and effect from and after its final passage, and it is so ordained.

PASSED AND ADOPTED on _____, 2019.

CITY OF SPRING VALLEY VILLAGE,
TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT A

In the Preliminary Official Statement dated January __, 2019, the quantitative financial information and operating data with respect to the Issuer of general type contained in Schedules 1 through 14 and certain information in the annual financial statements in Appendix B.

DIVIDER PAGE



EST. 1955

SPRING VALLEY VILLAGE

December 18, 2018

Dear Property Owner:

Over the last year, the City of Spring Valley Village City Council has discussed various capital improvement projects in the City's rolling 5-Year 2019-2024 Capital Improvement Plan (CIP). As part of these discussions, various funding mechanisms were considered. After significant evaluation and discussion, the City Council made the decision to issue Certificates of Obligation ("CO") bonds. Bond payments will be funded from the City's current tax rate and will NOT result in any tax rate increase. The following projects throughout the City will be funded by these bonds over the next 5 years:

- Hilldale, Bade & Cardwell Paving & Utility Improvements
- Traweek
- Loeser
- Lone Star
- West Tex
- Green Valley & Winningham, West of Voss
- Winningham, East of Voss
- Cedarspur, East of Voss
- Burkhart, East of Voss
- Cedarspur, West of Bingle
- Burkhart, West of Bingle
- Brighton Place Streets:
 - Cedarspur Street
 - Pech Road Between Cedarspur Street and Winningham Lane
 - Winningham Lane
 - Burkhart Circle
 - Burkhart Court
 - Winningham Lane, East of Bingle
 - Krist Drive

It is clear to the City Council that property owners in the City value the investment in quality infrastructure that provides safe streets for emergency services and the traveling public and the drainage improvements these projects provide to protect property. By issuing CO bonds, the City will:

1. make a smart investment in infrastructure projects by taking advantage of current low interest rates;
2. provide the necessary funding to complete 18 of the remaining 25 capital projects in the next 5 years; and

Property Owner
December 18, 2018
Page Two

3. ensure that the City stays “on plan” in improving and maintaining its infrastructure.

A map of the proposed 2019-2024 projects is available on the Public Works Departmental Page on the City’s website at <https://springvalleytx.com/153/Public-Works>. When the City completes this schedule of projects, 60-65% of all the streets will have been replaced within the last 15 years. These additional projects ensure that residents across the City continue to enjoy aesthetically pleasing and fully functioning quality infrastructure for many years into the future. The CO bonds will total \$14,940,000 and will be two separate issuances. The first bond in the amount of \$6,740,000 will be issued in January of 2019, and the second bond of \$8,200,000 is anticipated to be issued in early 2021.

On January 22, 2019, the Council is scheduled to adopt an ordinance for and approve the sale of the first bond in the amount of \$6,740,000. As a property owner, you are invited to attend the Council meeting to hear the discussion and provide feedback to the Council. The packet for the meeting will be posted by the close of business on Thursday, January 17, 2019, to the City’s website in the Agenda Center section which can be found at <https://springvalleytx.com/AgendaCenter>.

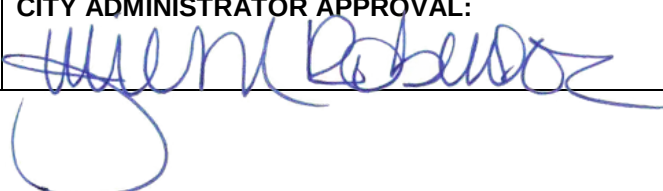
The Council and City staff appreciate your feedback concerning the upcoming CO bond issuance. If you have any questions or concerns, please feel free to contact the City Administrator Julie Robinson via email at jrobinson@springvalleytx.com or (713) 465-8308 or me via email at mayer@springvalleytx.com.

Sincerely,


Tom S. Ramsey
Mayor

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC:	Resolution No. 19-XX A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, EXPRESSING ITS OPPOSITION TO LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES, LOCAL REVENUE AND LOCAL CONTROL; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
BACKGROUND:	On December 11, 2018, I briefed the Council on the events of the Senate Select Committee on Property Tax Reform Public Hearing held on November 28, 2018. It was clear that the Texas Legislature desires to place one-size-fits-all restrictions on cities' annual budgets, and limit the degree to which cities' are able to implement local solutions to local problems. During that discussion, the Council indicated that it would be interested in adopting a resolution expressing opposition to any legislation that would erode local control. This Resolution would express the Council's opposition to any legislation that would interfere with local services, local revenue and local control and consequently affirm the Council's belief that the City and its residents should determine its own priorities based on their unique values and priorities.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	- Resolution No. 19-XX - Dates of Interest for 86th Legislature Regular Session
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
FINANCE VERIFICATION OF FUNDING:	
	
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, EXPRESSING ITS OPPOSITION TO LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES, LOCAL REVENUE AND LOCAL CONTROL; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the dramatic growth of jobs and population in Texas cities in recent decades is indisputable proof that the decisions Texans have made at the local level have produced the kinds of communities where people want to live, work, and do business; and

WHEREAS, local issues call for local solutions that reflect the uniqueness of each community; and

WHEREAS, the ability of Texans to create vibrant, liable cities is under assault from State officials who want to dictate that every community and neighborhood conform to their agenda; and

WHEREAS, State officials want to put one-size-fits-all restrictions on the annual budgets of all cities and counties through revenue caps and spending limits under the guise of property tax relief;

NOW, THEREFORE,

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

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

Section 2. The unique character of each city is shaped by the priorities and values of the people who live there.

Section 3. Texans do not want to be told they have to conform to one way of thinking or one way of living.

Section 4. The City of Spring Valley Village, Texas, is opposed to any legislation that erodes the ability of Texans to have a voice in developing local solutions to local problems that affect their neighborhoods and their communities.

DULY PASSED, APPROVED AND ADOPTED on this the 22nd day of January, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE

86th LEGISLATURE: REGULAR SESSION

Dates of Interest

Tuesday, January 8, 2019 (1st day)

86th Legislature convenes

Upon the convening of the 86th Legislature

The comptroller of public accounts delivers the Biennial Revenue Estimate to the governor and the 86th Legislature

Monday, January 14, 2019

Legislative Budget Board budget estimates delivered to the governor and the 86th Legislature

Tuesday, January 15, 2019

Inauguration of the governor and lieutenant governor

Tuesday, January 15, 2019

Legislative Budget Board general appropriations bill delivered to the governor and the 86th Legislature

Before the governor's State of the State address to the 86th Legislature

The governor delivers the governor's budget to the 86th Legislature

Friday, March 8, 2019 (60th day)

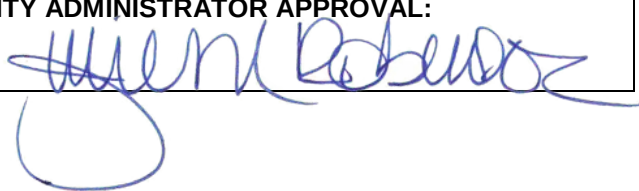
Deadline for the unrestricted filing of bills and joint resolutions other than local bills, emergency appropriations, and emergency matters submitted by the governor

Monday, May 27, 2019 (140th day)

Last day of 86th Legislature (*sine die*)

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC:	Ordinance Number 2019-XX AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTIONS.	
BACKGROUND:	This year's General Election will be for the positions currently held by Council Members Dominy, Donaho, and Vajdos. January 16th was the first day to file an application for a place on the ballot and February 15th is the last day to file. The candidate packet was posted on the City website on December 21st. A candidate may come in person if they prefer a paper packet. The Early Voting period is from April 22nd to 30th located at City Hall. Voting on Election Day, May 4th, will be from 7:00 a.m. to 7:00 p.m. at City Hall.	
RECOMMENDATION:	Staff recommends approval of the Ordinance.	
ATTACHMENTS:	• Ordinance Number 2019-XX	
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING:		
		
SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:	
Roxanne Benitez, City Secretary		

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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ORDINANCE NUMBER 2019-XX

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING THREE (3) CITY COUNCIL MEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTIONS.

* * * * *

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

Section 1. In accordance with the Constitution and general laws of the State of Texas, a General Municipal Election is hereby called and ordered for the first Saturday in May, 2019, the same being the 4th day of said month, at which election all qualified voters of the City may vote for the purpose of electing three (3) City Council members for full terms.

The City Council hereby approves and the City Secretary shall also complete a form order of municipal election on a form or in the form prescribed by the Secretary of State, and such order shall comply with the terms of this Ordinance.

Section 2. No person's name shall be placed upon the official ballot as a candidate for any of the above mentioned positions unless such person has filed his or her sworn application, as provided by Section 141.031 and Sections 143.004 and 143.007 of the Texas Election Code, with the City Secretary at the City Hall, located at 1025 Campbell Road, Spring Valley Village, (mailing address Houston), Texas, 77055, not later than five o'clock (5:00) p.m. on Friday, February 15, 2019. The City Secretary shall note on the face of each such application the date and time of its filing.

Section 3. The polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the elections at said polling place.

POLLING PLACE

City Hall
City of Spring Valley Village, Texas
1025 Campbell Road
Spring Valley Village, Texas 77055
(Mailing address Houston, Texas)

ELECTION OFFICERS

Anne-Marie-McMichael - Presiding Judge
Alane Elders - Alternate Presiding Judge

The Presiding Judge shall have the authority to appoint clerks to assist in the holding of

said elections, but in no event shall the Presiding Judge appoint less than two (2) clerks. Said election officers shall also serve as the early voting ballot board for such election; the Presiding Judge of such elections shall also serve as the presiding officer of the early voting ballot board.

Section 4. Roxanne Benitez, City Secretary, is hereby appointed the Early Voting Clerk and may appoint Deputy Early Voting Clerks for the purpose of conducting early voting. The Spring Valley Village City Hall located at:

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

is hereby designated as the place for early voting for said elections. Said clerks shall keep said early voting place open for at least eight (8) hours, that is, from seven thirty (7:30) o'clock a.m. until four thirty (4:30) o'clock p.m. for five days of early voting on Tuesday, April 23, 2019, Wednesday, April 24, 2019, Thursday, April 25, 2019, Friday, April 26, 2019, and Monday, April 29, 2019, and open for at least twelve (12) hours, that is, from seven (7:00) o'clock a.m. until seven (7:00) o'clock p.m. for two days of extended early voting hours on Monday, April 22, 2019 and Tuesday, April 30, 2019. On each day for early voting, which is not a Saturday, a Sunday, or an official state holiday, beginning on the twelfth (12th) day and continuing through the fourth (4th) day preceding the date of said elections. Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent is:

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

The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom an early voting ballot to be voted by mail is sent. The roster shall be maintained in form approved by the Secretary of State.

Section 5. An Electronic Voting System and a Voter Assistance Terminal for Disabled Voters shall be used for said elections, both in the early voting and for voting on Election Day, in accordance with the Texas Election Code. All expenditures necessary for the conduct of the elections, purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code.

Section 6. The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such elections, and to post notice of the election,

as provided by Chapter 4 and Chapter 51 of the Texas Election Code.

Section 7. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas Election Code. The City Secretary shall post a notice, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnished to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by candidate, shall have a right to be present and observe the drawing.

Section 8. The candidates for the positions of three (3) Council Members receiving the highest number of votes shall be declared elected to such position.

Section 9. Notice of these elections shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such elections, and returns of such elections shall be made to the City Secretary immediately after the closing of the polls.

Section 10. Said elections shall be held in accordance with the Texas Election Code, as amended, except as modified by the Federal Voting Rights Act of 1965, as amended.

DULY PASSED, APPROVED, AND ADOPTED this the ____ day of _____, 2019.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC. FOR CITYWIDE INSTALLATION OF NEW WATER METERS AND AN AUTOMATED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

BACKGROUND: On July 24, 2018, the City Council agreed to proceed with citywide replacement of water meters and installation of an Automated Meter Infrastructure (AMI) system to reduce its water loss percentage to ensure the City's ability to receive Texas Water Development Board (TWDB) SWIFT funding for the new water well project.

Staff utilized the purchasing cooperative BuyBoard to identify and receive proposals from two (2) companies for a turnkey citywide installation of new water meters and an AMI system. The proposals received are summarized below:

Vendor	Capital Outlay	1st Year Tyler Incode Integration and Hosting Costs	Year 2 and Beyond: Recurring Costs, Including Tyler Incode Hosting
Ferguson Enterprises, Inc.	\$945,951.00	\$4,610.00	\$24,046.00
HydroPro Solutions	\$1,032,305.40	*	\$13,960.00

*Did not receive Tyler integration costs from HydroPro Solutions

Ferguson Enterprises, Inc. submitted the lowest proposal at \$945,951.00 (a copy of which is included with this agenda item), and Staff recommends the selection of Ferguson Enterprises and approval of a contract for this project. The total amount budgeted for this project is \$1,008,084; consequently, there will be \$62,133 available for project contingencies.

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

Ferguson Enterprises is recommended not only because of its proposal price, but also because they are a reputable and well established company in the Houston region, do not require the city to install an antenna tower, and they operate a NOC Center which provides 24/7 AMI system monitoring.

This Resolution approves a contract with Ferguson Enterprises, Inc. for the citywide turnkey installation of new positive displacement (PD) water meters and the corresponding Mi.Net AMI system for \$945,951.00. In addition to the contract, Ferguson Enterprises will be required to provide both Performance and Payment Bonds to the City each in the total amount of the contract.

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS:

- Resolution Number 19-XX
- Copy of Quote from Ferguson Enterprises, Inc.
- Copy of Quote from Tyler Technologies for Integration and Hosting Costs

FUNDING ISSUES:

☐ Not applicable – no dollars are being spent or received.

☒ Full amount already budgeted in Acct/Project# 20-60-7004

☐ Not budgeted, if approved, the following will be included in the next Budget Amendment:

☐ \$ _____ from Acct/Project# _____ will be transferred to Acct/Project# _____

☐ \$ _____ from unassigned fund balance will be used and added to Acct/Project# _____

☐ \$ _____ will be added to Revenue Acct# ____-____ and \$ _____ added to Expenditure Acct/Project# _____

FINANCE VERIFICATION OF FUNDING:



SUBMITTING STAFF MEMBER:

Arthur Faiello, Director of Public Works

CITY ADMINISTRATOR APPROVAL:



ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
☐ YES ☐ NO		

RESOLUTION NUMBER 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FERGUSON ENTERPRISES, INC. FOR CITYWIDE INSTALLATION OF NEW WATER METERS AND AN AUTOMATED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas and Ferguson Enterprises, Inc. for Citywide installation of new water meters and an automated metering infrastructure (AMI) system (hereinafter called "Contract"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE,

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

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

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

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

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2019.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”
TO
RESOLUTION NUMBER 18-XX

CONTRACT AGREEMENT

Owner: CITY OF SPRING VALLEY VILLAGE, TEXAS
Attn: City Administrator
Address: 1025 Campbell Road Houston, Texas 77055
Phone: (713) 465-8308
Fax:

Contractor: Ferguson Enterprises, Inc.
Address: Insert
Phone:
Fax:

Project Description:

Contract Date: _____

Contract Sum: _____

_____, a _____, ("Owner") and Ferguson Enterprises, Inc. ("Contractor") have entered into this Contract Agreement ("Agreement") as of the date set forth above. The Owner and the Contractor agree as follows:

1 **WORK.**

- 1.1 The Contractor shall furnish all the labor, services, and materials as described in the Scope of Work attached hereto as Exhibit "A" (collectively called the "Work") necessary for the timely and proper completion of the Work described in this Agreement. The Contractor will provide a Contract Bond, as defined here, for the full amount of the Contract.
- 1.2 CLEANUP. Contractor shall cleanup, repair, restore, and otherwise return any site or location to the condition in which it was delivered to Contractor.
- 1.3 COMPLETION. The date for final completion of the Project is One year from Contract Date set forth above **[ADJUST IF DIFFERENT]** ("Completion Date"), unless otherwise agreed to in writing or as provided herein. The Contractor shall perform the Work in conformance with the Contract Documents so as to complete the Project by the Completion Date. All materials and equipment provided shall be new, free from liens and covered by manufacturer warranties against defects. A copy of the manufacturer's warranty is attached hereto as Exhibit "B".
- 1.4 TAXES AND FEES. Contractor is subject to and responsible for paying fees to obtain all applicable contractor or business licenses. Owner will be responsible for obtaining any permits or approvals required by local, state or federal agencies to permit the Project.

2 **CONTRACT DOCUMENTS.**

- 2.1 The Contract Documents consist exclusively of this Agreement, attachments to this Agreement, and Change Orders, all of which are incorporated into this Agreement.

3 **OWNER'S REPRESENTATIVE.**

- 3.1 _____ is the Owner's Representative with respect to all matters involving the Owner.

- 3.2 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor shall direct all communications to the Owner through the Owner's Representative.
- 3.3 The Owner's Representative, or their representative, will monitor the progress of the Contractor's Work and may conduct regular inspections of the progress of the Work as provided in the Contract Documents.
- 3.4 The Contractor shall at all times provide the Owner's Representative access to the Work.

4 TIME FOR COMPLETION AND PROJECT COORDINATION.

- 4.1 PROJECT TIME SCHEDULE. The Work on the Project will begin on the date Owner issues a notice to proceed [**MODIFY IF NEEDED**] for this Agreement [**AND THE CUSTOMER'S UTILITY BILLING SOFTWARE PROVIDER'S INTEGRATION IS COMPLETE**] and be substantially completed by the Completion Date, unless the Owner and Contractor agree to different commencement and completion dates in writing. The Work will be deemed to be substantially complete when Owner issues a Certificate of Substantial Completion for the project. It is anticipated that such Certificate of Substantial Completion will be deemed when all work required for the project is ready for use by the Owner, subject to punch list items to correct any matters noted by Owner in its final inspection, and excluding items turned over to the Owner to address due to being outside the scope of Work or due to lack of Contractor ability to gain access to private property after reasonable efforts as required by this Agreement. Subject to written approval by Owner, which shall not be unreasonably withheld, the date of completion shall be extended for any delays beyond the reasonable control of Contractor, including but not limited to extreme weather conditions, acts of God, war, labor difficulties, accidents, inability to obtain materials, inability to gain access to properties, delays of carriers, contractors or suppliers, deteriorated condition of existing pipes and/or connections requiring non-standard installation as defined herein or any other causes of any kind whatever beyond the control of Contractor. Contractor shall submit any requests for extension of the date of completion to Owner in writing with the number of additional days being requested and the justification for the requested additional days. Owner shall make a determination with regard to the requested extension of the date of completion within 10 days. In the event of uncooperative property owners the Owner will assist the Contractor in gaining access to any required premises. If Contractor is unable to gain access with the Owner's assistance within ninety (90) days after completion of all other Work, then the installation in question will be turned over to the Owner who will be responsible for the installation.
- 4.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

5 DELAYS AND ACCELERATIONS.

- 5.1 NOTICE OF DELAYS. The Contractor shall submit to Owner written notice of any delay affecting its Work within 10 calendar days after Contractor becomes aware of the delay and shall include the number of additional days by which Contractor is requesting that the Contract be extended, if applicable, with the justification for requesting the additional days pursuant to Section 4.1 above
- 5.2 ACCELERATION OF THE WORK. If the Contractor fails, due to its own fault, to perform as required by the Contract schedule, the Owner may require the Contractor, at no additional cost to Owner, to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Completion Date. If the Owner requires the Contractor to

accelerate its Work, Owner shall issue a written Notice to Contractor, and the Contractor shall take action reasonably required to comply within 10 calendar days of the Notice. If the acceleration is not due to fault of the Contractor, Contractor shall submit a written request to Owner for the issuance of a Change Order to increase the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion with a justification for the requested Change Order. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The parties agree that any such claim shall be brought within 30 calendar days after the Completion Date. The Contractor's additional costs for accelerating its Work shall be determined in accordance with Paragraph 5.2.2 of this Agreement.

- 5.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Completion Date so long as the acceleration is not required as a result of the Contractor's failure to stay on schedule.
- 5.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 5.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be: (a) any premium for overtime, additional shift work, or extended shift work; (b) the cost of any additional supervision required by the acceleration; and (c) out of pocket cost of any additional equipment required for the acceleration.

6 CORRECTIVE ACTION.

- 6.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or is not otherwise performing its obligations under the Contract Documents, the Contractor shall within ten (10) days after notice of such determination commence such action as is reasonably necessary to correct the deficiencies noted by the Owner, including but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project.

- 7 **CONTRACT SUM.** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$945,951.00 (the "Contract Sum"). The Contract Sum is based upon the unit prices set forth in the Scope of Work and will be adjusted for agreed upon Change Orders. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. If the Owner is tax exempt it will provide Contractor with a tax exempt certificate.

8 LIMITATION AND LIABILITY.

- 8.1 Under no circumstances shall the elected officials, officers, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

9 PAYMENT

- 9.1 APPLICATIONS FOR PAYMENT. The Owner has agreed to pay in accordance with the terms of this Contract after submission of a pay application reflecting the amount of Work completed as of the date the application for payment is submitted and including invoice for work performed and materials and equipment provided for the previous pay period and lien waivers for prior payments. Contractor will bill and Owner agrees to pay for equipment, including meters, radios and AMI equipment, based on prices set forth on Contractor's quotation upon delivery to Owner's warehouse if applicable. Contractor will bill and Owner agrees to pay monthly for labor charges at the unit prices set forth on Contractor's quotation. If any additional work beyond a standard meter installation (as defined in the Scope of Work attached hereto) is required due to the condition of existing pipe or meter connections, such work shall be completed on a time and material basis if approved by the Owner. In the event Owner does not approve such additional work, then Contractor shall not complete the installation of such meter and shall not bill the Owner the installation charge for such meter.
- 9.2 The Owner may withhold payment in whole or in part to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to failure to provide sufficient skilled workers; 2) Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment; 4) The failure of the Contractor to make payments to its Subcontractors; and/or 5) Liens filed or reasonable evidence indicating the probable filing of such liens.
- 9.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, if the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation.
- 9.4 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor pursuant to a submitted pay application.
- 9.5 FINAL PAYMENT. The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one copy of each of the following documents, if not previously delivered to the Owner: a) copies of applicable manufacturer warranties; b) a list of all Claims that Contractor believes are unsettled; and c) Such other documentation as required by the Contract Documents or applicable law.
- 9.5.1 The making and acceptance of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner
- 9.6 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

10 CHANGE ORDERS.

- 10.1 A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.
- 10.2 Any changes to the approved Contract must be submitted by Contractor to the Owner in the form of a Change Order for the Owner's review and consideration. Owner
 - 10.2.1 The Contractor shall submit all Change Orders within ten (10) days after the occurrence of the event giving rise to the requested Change Order.
 - 10.2.2 If the Contractor has submitted a Change Order for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work except in the case of repairs authorized by Owner as provided in Section 10.1.
 - 10.2.3 If the Contractor has submitted a Change Order for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. If adverse weather conditions are the basis for a Change Order for additional time, such Change Order shall be documented by data substantiating that weather conditions had an adverse effect on the scheduled construction.
 - 10.2.4 Within ten (10) days of its receipt of a written request from Owner, the Contractor shall make available to the Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Change Order and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.

11 DEFAULT OF THE CONTRACTOR.

- 11.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:
 - 11.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within five (5) days after written notice thereof from the Owner or such other time as is provided in the Contract Documents, or
 - 11.1.2 or
 - 11.1.3 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.
- 11.2 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:
 - 11.2.1 Order the Contractor to stop the Work, which the Contractor shall do immediately;
 - 11.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;
 - 11.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials and equipment to be installed as part of the Work, and to employ any person or persons to complete the Work, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

- 11.2.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.
- 11.3 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.
- 11.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by the Owner as a result of the event of default, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

12 DEFAULT OF THE OWNER.

- 12.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:
- 12.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action; and/or
- 12.1.2 The failure of the Owner to pay any undisputed amounts within the times established by paragraph 9 above and such failure continues for 5 days after notice from the Contractor that such amount is unpaid.
- 12.2 CONTRACTOR'S REMEDY.
- 12.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages. The Contractor's right to exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.
- 12.2.2 If the Owner fails to pay the Contractor as payment becomes due as described in paragraph 9 above, the Contractor may, upon ten (10) days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 13 of this Agreement.

13 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.

- 13.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.
- 13.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 13.1.2 An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption.
- 13.1.3 In the event the Work is suspended by the Owner for more than thirty (30) days for any reason other than breach by the Contractor, then the Contractor shall have the right, upon fifteen (15) days notice to terminate this Agreement as to any remaining Work.
- 13.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.

- 13.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the Owner's convenience.
- 13.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall: (a) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor shall take the action directed by the Owner; (b) take all reasonable and necessary action to protect and preserve the Work; and (c) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.
- 13.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work provided under this Agreement. Owner will also pay Contractor for all equipment and meters purchased for installation as part of the Work if not previously billed and paid by Owner.
- 13.2.4 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

14 INSURANCE AND INDEMNIFICATION.

- 14.1 The Contractor shall maintain the following insurance coverages, on which the Owner shall be listed as an additional insured:
- Commercial general liability insurance in the amount of \$1,000,000.00;
 - Automobile liability insurance in the amount of \$1,000,000.00;
 - Workers compensation coverage as required by applicable state Law; and
 - Umbrella/Excess liability coverage in the amount of \$2,000,000.00.
- 14.2 Insurance furnished by the Owner, if any, is not intended and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials prior to incorporation into the Work.
- 14.3 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees—whether made by Owner or a third-party—arising out of or related to the Contractor's negligence in performance of the Work including but not limited to any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, and/or claims related to the removal, handling, or use of any hazardous materials.
- 14.4 The Contractor and/or the Contractor's subcontractors shall comply with Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this Project.

15 WARRANTIES.

- 15.1 In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents, the Contractor warrants and guarantees that:
- The Owner will have good title to the Work and all materials and equipment incorporated into the work will be new;
 - Contractor guarantees installation services for a period of one (1) year from completion of the Work. All materials and equipment incorporated into the Work will be covered by applicable manufacturer's warranties provided to Owner;
 - All manufacturers' warranties shall be made available to Buyer or end user. Seller shall coordinate manufacturer warranty service with the end user at Buyer's request. The sole warranty applicable to installation service provided (as applicable) is delineated as Installation Warranty (see above). Product warranties are solely from the respective manufacturer. With respect to the underlying products, **THE OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. CONTRACTOR HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL CONTRACTOR BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.** All manufacturers' warranty and service obligations shall be for the benefit of the Owner.

16 GENERAL.

- 16.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the Owner shall require the signature of the Owner's Representative acting under the authority of a specific resolution of the Owner. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.
- 16.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.
- 16.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.
- 16.4 LAW AND JURISDICTION. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.
- 16.5 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address set forth at the beginning of this Agreement and, in the case of the Contractor, addressed to its address set forth at the beginning of this Agreement. Any party may

change its address/FAX number by giving written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of three (3) days from the time of deposit in the United States mail or one day after delivery to overnight messenger with delivery receipt.

- 16.6 **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.
- 16.7 **APPROVALS.** Any approvals required hereunder shall be made in the reasonable discretion of the individual providing approval.
- 16.8 **PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 16.9 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.
- 16.10 **PROJECT SAFETY.** The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The Owner assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.
- 16.11 **EQUAL OPPORTUNITY.** Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, color, citizenship status, religion, creed, gender, national origin, ancestry, age, physical or mental disability, military status, veteran status, genetic status, or any other characteristic protected by law. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, color, citizenship status, religion, creed, gender, national origin, ancestry, age, physical or mental disability, military status, veteran status, genetic status, or any other characteristic protected by law
- 16.12 **COMPLIANCE WITH CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE.** In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby verifies that it (a) does not boycott Israel, and (2) will not boycott Israel during the term of this Contract or any extensions thereof.
- 16.13 **COMPLIANCE WITH CHAPTER 2252.908 OF THE TEXAS GOVERNMENT CODE.** In accordance with Chapter 2252.908 of the Texas Government Code, Contractor shall electronically file a Form 1295, Certificate of Interested Parties, with the Texas Ethics Commission utilizing the process required by such Commission and provide a completed, printed, and signed Form 1295 bearing the unique certification of filing number to the City along with the signed Contract.

16.14 PREVAILING WAGES: APPLICABLE _____ NOT APPLICABLE _X_

16.15 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date first set forth above.

City of Spring Valley Village, Texas

Ferguson Enterprises, Inc.

By: _____

By: _____

Name: _Tom S. Ramsey_

Name: _____

Title: _Mayor_

Title: _____

Exhibit "A"

SCOPE OF WORK
& PRICING

TO BE ATTACHED

Exhibit “B”

MANUFACTURER’S WARRANTIES

To Be Attached

DIVIDER PAGE

Spring Valley Village - V4 Mi.Net PD Composite or Bronze Meter AMI System w/Tyler Data Trnsf.

1. Meters & Transmitters				Installation Pricing		
Item Description	Quantity	Unit Material Price	Extended Mtrl. Price	Unit Install Price	Extended Install Price	Total Price
5/8" Water Meter - 420 Composite or Bronze PD Meter, w/ Mi.Node 4, TTL bracket	1,090	\$210.00	\$228,900.00	\$52.00	\$56,680.00	\$285,580.00
1" Water Meter -452 Bronze PD Meter w/Mi.Node 4, TTL bracket	1,155	\$335.00	\$386,925.00	\$52.00	\$60,060.00	\$446,985.00
1 1/2" Water Meter -DI Nylon Coated PD Meter w/Mi.Node 4, TTL Bracket.	25	\$570.00	\$14,250.00	\$400.00	\$10,000.00	\$24,250.00
2" Water Meter - DI Nylon Coated PD Meter w/Mi.Node 4, TTL bracket	33	\$615.00	\$20,295.00	\$400.00	\$13,200.00	\$33,495.00
3" MVR Water Meter- 350 MVR Vertical Turbine Meter w/Mi.Node 4, TTL Bracket	1	\$1,550.00	\$1,550.00	\$475.00	\$475.00	\$2,025.00
4" MVR Water Meter - 650 MVR Vertical Turbine Meter w/Mi.Node 4, TTL Bracket	1	\$2,085.00	\$2,085.00	\$475.00	\$475.00	\$2,560.00
	2,305		\$654,005.00		\$140,890.00	\$794,895.00
3. Furnish and Install MiNet AMI System				Installation Pricing		
Item Description	Quantity	Unit Material Price	Extended Mtrl. Price	Unit Install Price	Extended Install Price	Total Price
Infrastructure: Mi.Hub-XR Fixed Base RF Data Collector - Mi.Net AMI Collector w/antenna and 3G backhaul radio.	2	\$5,900.00	\$11,800.00	\$4,800.00	\$9,600.00	\$21,400.00
Infrastructure: Mi.Node AC Repeater	1	\$2,150.00	\$2,150.00	\$245.00	\$245.00	\$2,395.00
Infrastructure: Mi.Node DC Repeater	2	\$1,400.00	\$2,800.00	\$1,550.00	\$3,100.00	\$5,900.00
MS Supplies Pole 25' to 100' (Only if needed)	2	\$0.00	\$0.00	\$4,900.00	\$9,800.00	\$9,800.00
MiNet 3G Backhaul - cellular data transmission from collector to server. ****	2	\$440.00	\$880.00	\$0.00	\$0.00	\$880.00
Mi.Tech H4Handheld w/Install Kit	1	\$7,500.00	\$7,500.00			\$7,500.00
AMI Water Prem Host - Mi.Host™ **	2,305	\$4.20	\$9,681.00	\$0.00	\$0.00	\$9,681.00
CIS File Interface	1	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00
			\$53,311.00		\$22,745.00	\$76,056.00
4. Training and Support Services -AMI				Installation Pricing		
Item Description	Quantity	Unit Service Price	Extended Service Price	Unit Install Price	Extended Install Price	Total Price
Project Management-- Covers complete project coordination by Ferguson Project Manager/Integration Specialist and Mueller Project Manager. Includes On-Site Training, Coordination &	1	\$65,000.00	\$65,000.00			\$65,000.00
			\$65,000.00			\$65,000.00
Total Price for Mi.Net AMI PD Meter System:						\$935,951.00

Tyler/Incode Data File Interface & Transfer:							
Item Description	Quantity	Unit Material Price	Extended Mtrl. Price	Unit Install Price	Extended Install Price	Total Price	
CIS Custom File Interface	1	\$5,000.00	\$5,000.00			\$5,000.00	
Automated Data Services	1	\$5,000.00	\$5,000.00			\$5,000.00	
			Tyler/Incode Data Transfer:			\$10,000.00	
	Total Price for Mi.Net AMI PD Meter System w/WaterSmart Portal:					\$945,951.00	
Year 2 thru 20 Annual Fees:							
After 1st Year Optional Maintenance Fee-Equip. **Annual Fee							
Year 2 - Collector Maintenance	2	\$1,450.00	\$2,900.00			\$2,900.00	
Year 2-Handheld Maintenance	1	\$775.00	\$775.00			\$775.00	
			Total Annual Fees-Equipment & Backhaul:			\$3,675.00	
Mueller AMI Hosting: (includes 24/7 NOC Center Monitoring)							
After 1st Year Software Maintenance **Annual Fee							
Year 2- Mueller AMI Water Prem Host-Per Year	2305	\$4.20	\$9,681.00			\$9,681.00	
Year 2 - Mi.Net 3G Backhaul	2	\$440.00	\$880.00			\$880.00	
			Total Annual Fees-Mueller AMI Host:			\$10,561.00	
Tyler/Incode Date File Transfer - For Portal							
After 1st Year Software Maintenance **Annual Fee							
Year 2 - Tyler/Incode File Transfer - Per Year	1	\$5,200.00	\$5,200.00			\$5,200.00	
			Total Annual Fees-WaterSmart Consumer Portal:			\$5,200.00	

DIVIDER PAGE



Quoted By: DK Robertson
 Quote Expiration: 4/15/2019
 Quote Name: City of Spring Valley-LGD-CIS-TSM
 Quote Number: 2018-59481
 Quote Description: tyler Smart Meter Integration

Sales Quotation For

Michelle Yi
 City of Spring Valley
 1025 Campbell Rd
 Houston , TX 77055-7407
 Phone: +1 (713) 465-8308

Tyler Software and Related Services - Annual		One Time Fees		
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Customer Relationship Management Suite				
Smart Meter Portal	0	\$0	\$0	\$4,610
Tyler Hosted Applications				
Notifications for Utility Billing	0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Sub-Total:		\$0	\$0	\$4,610
TOTAL:		0	\$0	\$4,610

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$4,610
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$4,610
Contract Total	\$4,610	

Comments

The signee(s) certify that funds have been reserved and/or encumbered for the full amount of the items quoted above and will be remitted based on the terms below. Otherwise, all terms and conditions and payment schedules of the Agreement remain in full force and effect. Tyler will invoice Client for any License Fees listed above upon delivery of the software. Service items will be billed as incurred. Any Maintenance Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance is waived. All payment terms are net thirty (30) days.

Quote: \$4,610/year

Ferguson Waterworks/Mueller System 2,305 Meters

For the first three (3) years, the Smart Meter Portal price is \$4,610 annually. At year four (4) and after, standard pricing based on the client's yearly meter count will apply. Text and phone call notifications are \$0.10 each and will be billed to the client quarterly.

- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- Incode 9 IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Smart Meter Portal give the ability to view AMI data in a chart form thru Billing online Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at \$0.10 per call or text.

**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC:	BRIEFING AND DISCUSSION CONCERNING: Briar Branch Flood Damage Mitigation Project Being Undertaken by Memorial City Redevelopment Authority (TIRZ 17).
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BACKGROUND:	On January 10, 2019, Mayor Ramsey learned of major construction actively being undertaken on the Briar Branch Channel just upstream from Spring Valley Village behind Lowe's and Costco and advised the City Administrator. I visited the site and made contact with the site Construction Superintendent and subsequently with the project engineer, Muhammad Ali, PE, of Gauge Engineering, via telephone. The work is being performed by Reytec Construction. Mr. Ali advised that this project has been in the works for 5-6 years and is being performed to mitigate flood damage along the section of Briar Branch Channel that runs between the Costco/Lowe's detention basin and Gessner Road. The work will include channel widening and installation of 8'X8' and 8'X10' box culverts that will be placed up to "three-wide". The box culverts will be installed running west from the Costco/Lowe's detention basin under Bunker Hill Road, all the way to Gessner Road and will be buried with a swale along the top and drainage inlets. Mr. Ali explained that there was a Drainage Impact Analysis performed for this project and that the analysis indicates no downstream impact. I have attempted to obtain a copy of the analysis but have been unsuccessful so far. The Reytec Construction Superintendent advised me that the contract time is 714 calendar days, beginning on December 17, 2018, and running through November 30, 2020. Additionally, according to HCFCD, they have or are in the process of transferring ownership of this portion of Briar Branch to the City of Houston because ownership cannot be transferred to the TIRZ. Since this work could have an impact on the City, Mayor Ramsey and I wanted to be sure the Council was aware of the project.
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RECOMMENDATION:	None
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ATTACHMENTS:	• None
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FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____
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ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

	☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☐ \$_____ from unassigned fund balance will be used and added to Acct/Project# _____ ☐ \$_____ will be added to Revenue Acct# ____-____ and \$_____ added to Expenditure Acct/Project# _____
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FINANCE VERIFICATION OF FUNDING:

Arthur Faiello

SUBMITTING STAFF MEMBER:

Arthur Faiello, Director of Public Works

CITY ADMINISTRATOR APPROVAL:

John Robison

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

MEETING DATE: January 22, 2019

TOPIC: Creation of New Assistant to the City Administrator Position and Approval of Placement in Adopted Job Alignment and Salary Ranges for All City Positions.

BACKGROUND: Over the last year and half, I have evaluated the different staff positions and their responsibilities and determined where there was excess capacity for additional responsibilities. Consequently, several Team Members have taken on new responsibilities in order to ensure that different aspects of the City's functions and operations are distributed evenly and there is cross-training in the event that the primary Team Member for a particular function or task is out of the office. Even with this restructuring of responsibilities, our current Team is maxed out, and one additional position is needed to assist me and other Team Members with the current and upcoming projects that our Team is and will be undertaking.

The proposed position is a new Assistant to the City Administrator position, and the proposed job description for the position is provided with this agenda item. This type of position will be of interest to the newer professionals in city government and provide candidates with a tremendous amount experience in a broad variety of areas – something that would not be available to them in a larger organization. I will be looking for a candidate that either has a Master's degree in public administration and possibly limited experience in local government or a Bachelor's degree in public administration, public policy or some related field as well as a few years of experience in local government. I have used this position in the past as a succession plan for different positions within the organization, and it has worked very well.

To ensure that the proposed new position was placed correctly in the Job Alignment and Salary Ranges for All City Positions that was adopted by the Council on September 25, 2018, City Treasurer Michelle Yi provided the proposed job description for the new position to Gallagher Benefit Services to evaluate using the same methodology that was applied during the 2017 salary study and the 50th percentile of the market that was utilized to determine range placement. Based on the job description and the minimum qualifications, the recommended placement in the City's approved structure is Grade 9.

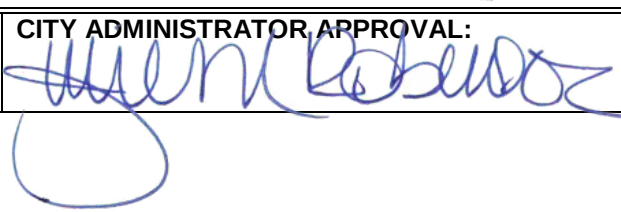
Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
9	Assistant to the City Administrator	\$53,040	\$66,300	\$79,560

This grade level was one of several levels included in the approved Job Alignment and Salary Range structure to provide for future growth of our Team.

ACTIONS TAKEN

APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER
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**Spring Valley Village City Council
Agenda Item Data Sheet**

My request would be to fill the proposed new position in April – at the midpoint of FY 2019. In the event that Council approves of the creation of the new Assistant to the City Administrator position as presented, then I will prepare an amendment to the Job Alignment and Salary Ranges Ordinance to include the new position and will plan out the recruitment timeline.	
RECOMMENDATION: Staff recommends creation of the new position and placement of the position at Grade 9 in the Job Alignment and Salary Ranges for All City Positions.	
ATTACHMENTS: - Job Description for Proposed New Assistant to the City Administrator Position - Copy of Job Alignment and Salary Ranges for All City Positions that was adopted by the Council on September 25, 2018	
FUNDING ISSUES: ☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# _____ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ \$_____ from Acct/Project# _____ will be transferred to Acct/Project# _____ ☒ \$_35,000_ from various accounts will be used and added to salary and benefit accounts. ☐ \$_____ will be added to Revenue Acct# __-____ and \$_____ added to Expenditure Acct/Project# _____	
FINANCE VERIFICATION OF FUNDING: 	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	CITY ADMINISTRATOR APPROVAL: 

ACTIONS TAKEN		
APPROVAL ☐ YES ☐ NO	READING PASSED	OTHER

DIVIDER PAGE

CITY OF SPRING VALLEY VILLAGE

JOB TITLE: Assistant to City Administrator
DEPARTMENT: Administration
FLSA STATUS: Non-Exempt

JOB FAMILY: Administration
EEO CODE: Administrative/Professional
EFFECTIVE DATE: January 22, 2019
EMERGENCY MGMT CLASS: Level 1

JOB SUMMARY:

Under the direction of the City Administrator, this position initiates, plans, coordinates and implements responsible and complex administrative, systems, operations, statistical and other management analyses, services and activities. This position assists the City Administrator in the handling of complex, multi-dimensional management issues requiring a high level of originality and independent judgment. The position conducts and/or oversees studies on operational, administrative, and legislative issues. The position also advises management on management and administrative issues and provides highly complex and responsible assistance to the City Administrator. This position will also assist various departments in completing special and ongoing projects.

CONTROLS OVER THE WORK:

This position is supervised by and reports to the City Administrator.

ESSENTIAL JOB FUNCTIONS:

- Assist the City Administrator with interdepartmental and intergovernmental programs; provide technical and administrative assistance to departments and other appropriate agencies; may direct interdepartmental teams on complex projects; coordinates and provides leadership on matters having interdepartmental application, and interprets and/or develops recommendations regarding appropriate City policies and rules.
- Assist the City Administrator, City Treasurer and Assistant City Treasurer with preparation of the annual budget/capital improvement program; provide responsible budget preparation, analysis and monitoring support; make recommendations for action and assist in policy and procedure development, analysis, and implementation; assist in developing, analyzing, and monitoring departmental budgets.
- Plan for and organize complex operational, administrative, or management studies or projects; conducts or oversees special policy analyses to meet specific City, department or sound administrative practices; identify problems, determine

analytical techniques and informational gathering processes and obtain required information for analysis.

- Collect statistical information and keep pertinent data up-to-date regarding program performance measures, operating and budget transfers, revenues, and expenses; analyze alternatives and make recommendations regarding such areas as performance measures, staffing, productivity, policy or procedure modification, etc.; discuss findings with City Administrator and prepare reports of study conclusions and recommendations.
- Organize and manage various community outreach and citizen participation programs.
- Evaluate various City programs and develop and recommend new City regulations as necessary; analyze current and historical administrative trends, coordinating activities with the City Administrator and departments; periodically review existing City regulations and recommend revisions or deletions as appropriate.
- Draft documents for the City Administrator, City Council or other City staff, including, but not limited to, resolutions, ordinances, requests for proposals and/or bid forms and specifications, contracts, grants, meeting agendas, and agenda requests.
- Research, compile and summarize information on designated topics and prepare and disseminate documents related to such topics; develop meaningful presentations and recommendations.
- Oversee and manage the City's grants, if any, in conjunction with the City's selected grant administrator; administer and maintain records, agreements and contracts; establish and implement administrative controls to comply with Federal and State audits of grant programs; assist departments in management of various City grants, if any.
- Responds to citizen complaints and requests for service.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in various fields associated with the provision of City services.
- Attend work on a regular and dependable basis.
- Interact in a professional and respectful manner with City staff, officials, other agencies, and the public.
- Perform additional related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge: Local government administration principles and practices; principles of project management; principles and practices of customer relations; principles of contract preparation and administration; methods and techniques for negotiating contracts; principles and methods of grant writing and monitoring; political and government processes and policy analysis; effective business letter writing, and report and presentation preparation; pertinent Federal, State and Local codes, laws and regulations; principles of project management, data analysis and evaluation; principles and practices of local government budget preparation and administration; project management practices and techniques; collaborative problem-solving methods; current office practices, procedures and computer equipment; and technology and software applications that can enhance the effectiveness of the City.

Skills: Ability to: Conceive, plan and conduct management/problem analysis studies and surveys; identify and recommend alternative solutions; project consequences of proposed actions and implement recommendations in support of goals; identify and respond to community and City Council issues, concerns and needs; provide leadership in assigned areas of responsibility; interpret, apply and explain City policies, procedures, laws and regulations relating to assigned activities; analyze problems, recommend solutions and make difficult decisions; think creatively and integrate abstract concepts; research, analyze and evaluate new service delivery methods and techniques; develop methods and techniques for solving varied and complex management problems; prepare clear and concise administrative and financial reports; motivate others and stimulate team and group processes; effectively assist in the coordination, integration and monitoring of planned organizational change; accept responsibility and be held accountable; coordinate multiple activities simultaneously, adapt to change and remain flexible; communicate effectively, clearly and concisely, both orally and in writing regarding complex and highly visible issues; interact professionally with various levels of elected and administrative officials, special interest groups, general public and City employees; maintain confidentiality and use good judgment; establish and maintain effective working relationships with those contacted in the course of work; utilize applicable software and data processing applications; interpret and apply applicable rules and regulations for various grant programs; monitor grant funding, requirements, and progress reviews; participate on various committees to analyze, evaluate and resolve public policy issues; perform assignments in a coordinated and organized fashion; effectively manage time and coordinate a variety of projects between various departments in a timely and efficient manner; prepare clear and concise administrative, financial and analytical reports; effectively present program issues to a variety of audiences; develop policy guidelines and/or decisions; handle stressful situations and effectively deal with difficult or angry people.

Education: Bachelor's degree in public administration, business administration or related field required. Master's degree in public administration preferred.

Experience: Minimum three (3) years increasingly responsible administrative and analytical experience preferably within a local government environment.

Any work-related experience resulting in acceptable proficiency levels in the above Minimum Qualifications is an acceptable substitute for the above-specified education and experience requirements.

LICENSES AND CERTIFICATIONS:

Texas Class C driver's license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

Work is primarily performed in an indoor office setting with extended periods at a computer. Physical effort is needed to lift and carry office materials and displays. May be subject to repetitive motion such as typing, data entry and vision to monitor. May be subject to extended periods of intense concentration in the review of fiscal and accounting reports. Mobility is needed to attend various meetings and basic communication skills are necessary for frequent telephone usage and oral presentations. May be required to work beyond normal working hours and on weekends.

The above statements are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties and skills that may be required. Furthermore, this job description is not an employment agreement, contract agreement, or contract. Management has exclusive right to alter this job description at any time without notice.

DIVIDER PAGE

APPENDIX A JOB ALIGNMENT AND SALARY RANGES FOR ALL CITY POSITIONS

Non-Sworn and Sworn Management Positions

Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
1		\$22,951	\$27,541	\$32,131
2	Maintenance Worker	\$26,380	\$31,657	\$36,933
3	Court Clerk Light Equipment Operator	\$29,546	\$35,455	\$41,365
4	Heavy Equipment Operator Plant Operator Police Administrative Assistant	\$33,092	\$39,710	\$46,328
5	Utility Billing/Permit Technician Crew Leader Telecommunication Operator	\$37,063	\$44,475	\$51,888
6	Accounts Payable-Payroll Clerk	\$41,510	\$49,812	\$58,114
7	Court Administrator Public Works Supervisor Telecommunications Supervisor	\$43,835	\$54,793	\$65,752
8		\$48,218	\$60,273	\$72,327
9		\$53,040	\$66,300	\$79,560
10		\$58,344	\$72,930	\$87,516
11	Public Works Superintendent	\$60,588	\$78,764	\$96,941
12	Building Official City Secretary	\$65,435	\$85,066	\$104,696
13		\$70,670	\$91,871	\$113,072
14		\$76,324	\$99,221	\$122,118
15	Police Captain	\$82,429	\$107,158	\$131,887
16	City Treasurer Public Works Director	\$85,727	\$115,731	\$145,735
17	Police Chief	\$92,585	\$124,989	\$157,394
18		\$99,991	\$134,988	\$169,986
19	City Administrator	\$124,989	\$168,736	\$212,482

Sworn Non-Management Position

Grade	Job Title	Range Minimum	Range Midpoint	Range Maximum
P1	Police Officer	\$52,395	\$65,494	\$78,593
P2	Police Sergeant	\$67,976	\$81,572	\$95,167
P3	Police Lieutenant	\$75,641	\$90,770	\$105,898

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT

Calls - By Type

12\01\2018
thru 12\31\2018

Type	Description	# Of Calls
6	ACCIDENT	26
22	ALARM	34
23	AMBULANCE CALL	20
24	ANIMAL CALL	10
43	ASSIST OUTSIDE AGENCY	22
120	ASSIST THE PUBLIC	1
126	BURGLARY OF MOTOR VEHICLE	1
135	BUSINESS CHECK	218
48	CITY CREW REPAIRS	4
49	CIVIL MATTER	2
52	DEATH MESSAGE	1
53	DEBRIS IN ROADWAY	5
54	DECEASED PERSON	1
56	DISTURBANCE	3
25	DWI	1
60	FIRE CALL	9
68	HOUSE CHECK	7
118	IDENTITY THEFT	2
121	ILLEGAL PARKED VEHICLE	1
70	INFORMATION	27
74	LOCK OUT	1
75	LOST / STOLEN PROPERTY	5
76	LOUD NOISE	8
81	OPEN DOOR	3
86	PUBLIC RELATIONS	117
87	RECKLESS DRIVING	1
96	SOLICITOR	13
99	STALLED VEHICLE	41
103	SUSPICIOUS ACTIVITY	6
104	SUSPICIOUS PERSON	14
105	SUSPICIOUS VEHICLE	28
107	TELEPHONE REPAIR	1
4	THEFT	1
127	THEFT OF MOTOR VEHICLE	2
128	TRAFFIC ARREST	3
11	TRAFFIC STOP	501
111	VEHICLE BLOCKING ROADWAY	8
112	VEHICLE CHECK	15
114	VIOLATION CITY ORDINANCE	3
42	WARRANT SERVICE	4
116	WATER LEAK	3
117	WELFARE CONCERN	5
Total		1,178

Spring Valley Village, TX PD

Dec 1, 2018 - Dec 31, 2018

Citation Violation Audit By Offense

Total Charges: 745

Description	Counts
CHANGED LANE WHEN UNSAFE	3
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	4
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	2
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	55
DEFECTIVE EQUIPMENT- EXCESSIVE NOISE, SPINNING TIRES	1
DEFECTIVE HEAD LAMPS	41
DEFECTIVE HEAD LIGHTS	13
DEFECTIVE STOP LAMP(S)	21
DEFECTIVE STOP LIGHTS-TRAILER	1
DEFECTIVE TAIL LAMP(S)	15
DEFECTIVE- WHITE LIGHT TO THE REAR	1
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	2
DISPLAY/ EXPIRED REGISTRATION	42
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	10
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	25
EXPIRED DRIVERS LICENSE	7
FAIL TO CONTROL SPEED	4
FAIL TO DISPLAY DRIVERS LICENSE	9
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	2
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	45
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	10
FAIL TO OBEY TRAFFIC CONTROL SIGN-LEFT TURN YIELD	1
FAIL TO REPORT CHANGE OF ADDRESS	7
FAIL TO YIELD ROW TO VEHICLE IN INTERSECTION	1
FAILED TO DIM HEADLIGHTS - FOLLOWING	4
FAILED TO DIM HEADLIGHTS - MEETING	18
FAILED TO DRIVE IN A SINGLE LANE	8
FAILED TO SIGNAL INTENT TO TURN	3

CONFIDENTIAL

Citation Violation Audit By OffenseTotal Charges: 745

Description	Counts
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	10
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	3
ILLEGAL BUYERS TAGS	1
ILLEGAL PARKING-FIRE LANE	1
ILLEGAL PASS ON RIGHT	1
IMPEDING TRAFFIC	1
LICENSE PLATE OBSCURED	2
LITTERING	1
NO DRIVERS LICENSE	62
NO SEAT BELT - PASSENGER	1
OPEN CONTAINER	2
OPERATE MOTOR VEHICLE WITH FICTITIOUS LICENSE PLATES	1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE	2
OPERATE UNREGISTERED MOTOR VEHICLE	1
PARKED FACING TRAFFIC	8
PARKING/STOPPING/STANDING ON A SIDEWALK	2
PASSING AUTHORIZED EMERGENCY VEHICLE	4
PASSING/DISREGARD NO PASSING ZONE	1
PUBLIC INTOXICATION	4
RAN RED LIGHT	72
RAN STOP SIGN	25
SPEEDING >10% ABOVE POSTED LIMIT	159
SPEEDING IN SCHOOL ZONE	14
TRAFFIC OTHER	3
TURNED RIGHT TOO WIDE	1
UNRESTRAINED CHILD YOUNGER THAN 8 OR UNDER 4FT 9IN	4
UNSAFE SPEED/TOO FAST FOR CONDITIONS	1

CONFIDENTIAL

Spring Valley Village, TX PD

Dec 1, 2018 - Dec 31, 2018

Citation Violation Audit By Offense

Total Charges: **745**

Description	Counts
VIOLATE DL RESTRICTION B	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	1

CONFIDENTIAL

MONTHLY K-9 REPORT

FOR THE MONTH OF: Dec-18

MOYER, NABORS

FRITZ, ODIN

TOTALS

K-9 CALLS FOR SERVICE

SPRING VALLEY VILLAGE

82

OUTSIDE AGENCY

3

K-9 APPREHENSIONS

1

NARCOTICS CASES

0

PUBLIC RELATIONS EVENT

33