



# Regular Council Meeting Agenda

Tuesday, October 15, 2024 at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

---

**The City Council of Hilshire Village, Texas will meet on Tuesday, October, 15 2024, at 6:30 PM in the City Hall Council Chambers at 8301 Westview, Houston, Texas 77055.**

Individuals may personally engage with the City Council during the meeting at City Hall or through written communication. Please ensure your comments are submitted in advance to [Cassie.Stephens@HilshireVillageTexas.com](mailto:Cassie.Stephens@HilshireVillageTexas.com).

Participants attending the meeting via videoconference will not have audio or video functionalities enabled.

View Meeting on Teams:

Meeting ID: 257 608 160 464

Passcode: TfEJCd

## 1. **CALL TO ORDER**

- 1.A. Invocation (Council Member Cooper)
- 1.B. Pledge of Allegiance
- 1.C. Roll Call

## 2. **CITIZEN'S COMMENTS**

Citizens may address the Council for up to three minutes on any topic, whether on the agenda or not. Speakers can choose to speak immediately or wait until the relevant agenda item is discussed, if applicable. When addressing the Council, speakers must use the microphone and state their name and address before speaking. Any prepared remarks should be submitted to the City Secretary before the meeting begins. Please note that due to Open Meetings Act regulations, the Council cannot deliberate on non-agenda items raised during this time. Such items may be scheduled for a future meeting if Council action is required.

## 3. **REPORTS TO COUNCIL**

- [3.A.](#) Spring Valley Police Report
- [3.B.](#) Fire Commissioner's Report (Commissioner Garofalo, Mayor Buesinger)
- [3.C.](#) City Engineer's Report (HDR Engineering)
- [3.D.](#) Building Official's Report (Secretary Stephens)

3.E. Mayor Buesinger's Report

3.F. City Secretary's Report:  
Call Log  
Consent Agenda  
Fiscal Year 2024 Report

3.G. City Treasurer's Report (City Secretary Stephens)  
Q4 Financial Report  
Fiscal Year 2024 Report

4. **CONSENT AGENDA**

4.A. Approve Disbursements.

4.B. Approve Minutes from the Regular Council Meeting September 17, 2024.

4.C. Approve Check Registers September 2024.

4.D. Approve a proclamation recognizing Arbor Day to be November 1st, 2024.

5. **DISCUSSION AND POSSIBLE ACTION**

5.A. Discussion and possible approval of Village Fire Department 2024 Budget Amendment 2024-01. The proposed amendment will not result in additional assessments. (Commissioner Garofalo, Mayor Buesinger)

5.B. Discussion and possible approval of Ordinance No. 843-2024 authorizing the issuance of 'City of Hilshire Village, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024'; levying an ad valorem tax; pledging certain net revenues; authorizing the execution of a transfer and paying agency agreement; and addressing other related matters. (Secretary Stephens, Hilltop Securities)

5.C. Discussion and possible authorization to proceed with Bidding Phase and Construction Administration Services, as well as Construction Phase Additional Services such as Construction Observation (Full-Time or Part-Time), Record Drawings and Miscellaneous Expenses associated with the Hilshire Green Paving, Drainage & Utility Improvements Project. (HDR Engineering)

5.D. Discussion and possible authorization for Engineering Services for the Hickory Shadows Paving, Drainage & Water Line Improvements Project. (HDR Engineering)

6. **FUTURE AGENDA TOPICS**

The next council meeting will be on November 19th, 2024 at 6:30 p.m.

Finance Policy

Amendment to Building Official Contract Services for Code Enforcement

Villages Mutual Insurance Cooperative Board 2025 Insurance Carrier Recommendation

7. **ADJOURNMENT**

NOTES:

\*Agenda items may be considered in any order.

\* In the event a quorum of the city council is not present, the members who are present may meet as a sub-committee of the council to discuss the agenda items above.

\*City Council may recess into a closed meeting at any time during the open meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters).

**I, Cassie Stephens, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible October 11, 2024 at 3:00 p.m.**

This facility is wheelchair-accessible and accessible parking spaces are available. Requests for accommodations or interpretative service must be made 48 hours before this meeting. Please contact the City Hall at 713-973-1779 or FAX -713-973-7793 for further information.

# SPRING VALLEY POLICE DEPARTMENT

## Calls - By Type

09\01\2024

thru 09\30\2024

Zone is: HILSHIRE VILLAGE

Type	Description	# Of Calls
6	ACCIDENT	1
22	ALARM	9
23	AMBULANCE CALL	6
135	BUSINESS CHECK	626
68	HOUSE CHECK	52
70	INFORMATION	8
71	INVESTIGATION	1
81	OPEN DOOR	3
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	34
96	SOLICITOR	1
97	SPECIAL ASSIGNMENT	6
103	SUSPICIOUS ACTIVITY	2
104	SUSPICIOUS PERSON	4
105	SUSPICIOUS VEHICLE	4
11	TRAFFIC STOP	20
112	VEHICLE CHECK	1
	<b>Total</b>	<b>780</b>

# **SPRING VALLEY VILLAGE POLICE DEPARTMENT**

**MONTHLY NEWSLETTER:  
OCTOBER 2024**

**1025 CAMPBELL ROAD  
HOUSTON, TX 77055  
PHONE: 713-465-8323**



**COMMUNITY MATTERS.  
WE ARE A TEAM.**

# INTRODUCTION

*Hilshire Village Residents,*

Fall is officially upon us. Hopefully, everyone is adjusting to their back-to-school routines and getting ready for the cooler weather. Look for the pink badges our Officers will be wearing to support Breast Cancer Awareness Month.

***KEEP IN MIND:***

- Be sure to lock all doors and windows in your home, when you are not on the premises.
- Lock your vehicle when it is unoccupied and remove all valuables.
- Trick-or-treaters will be out and about on Halloween, so please be cautious while driving through neighborhoods. Let's make this a fun, spooky and safe event for everyone.

As always we are here if you need us!

*Sincerely,*  
***Chief M. Schulze***



# OCTOBER 2024

DATE	DAY	SPECIAL DAYS FOR THIS MONTH
OCTOBER 01, 2024	TUESDAY	BREAST CANCER AWARENESS MONTH
OCTOBER 01, 2024	TUESDAY	NATIONAL NIGHT OUT
OCTOBER 28, 2024	MONDAY	NATIONAL FIRST RESPONDERS DAY
OCTOBER 31, 2024	THURSDAY	HALLOWEEN



**COMMUNITY MATTERS.  
WE ARE A TEAM.**





## Public Service Announcement (PSA) From Our Officers:

Don't open the door without asking who's there, and to identify themselves. Use your ring camera, a peephole, or window to see who is there. Don't open the door if you don't recognize the person. Even if they say they need to use the phone or come inside. Keep a watch on your neighbor's home, especially your elderly neighbor. Call **713-465-8323** if you see anything suspicious. Call **911** if you feel there is an emergency.

Sgt. Det. Clay Spriggs

When you call in an emergency be sure to stay on the line, and be as calm as possible. Answer all questions. Give the dispatcher your address or describe your location, giving landmarks when possible.

TCS D. Gonzalez

**COMMUNITY MATTERS.  
WE ARE A TEAM.**



# SPRING VALLEY POLICE DEPARTMENT

*Be Safe Be Seen*

## HALLOWEEN SAFETY TIPS



Drivers, should be extra cautious when driving in neighborhoods.

When crossing, make eye contact with drivers.

Watch for parked cars, turning and going in reverse.

When crossing, Look Left, Right and Left Again.

Children under the age of 12 should trick-o-treat with an adult.

When possible, use sidewalks and pathways.

[www.kmm.org](http://www.kmm.org)



**COMMUNITY MATTERS.  
WE ARE A TEAM.**

1025 CAMPBELL ROAD, HOUSTON, TX 77055

PHONE: 713-465-8323 / EMAIL:  
DISPATCH@SPRINGVALLEYTX.COM

# OCTOBER AWARENESS:



<p><b>1 in 8 women will get breast cancer.</b></p>	<p><b>It is the most common cancer in women, among nearly every racial and ethnic group.</b></p>
<p><b>Every year, approximately 232,000 women get diagnosed with breast cancer. 40,000 die.</b></p>	<p><b>Men get breast cancer too. Approximately 400 die from the disease every year.</b></p>

**For every 1,000 women who have a screening mammogram**

- 100\*** out of the 1,000 will return for additional mammogram and/or ultrasound due to something seen in the initial mammogram
- 61** out of the 1,000 will have the additional imaging and find nothing is wrong
- 20\*** out of the 1,000 will find what was seen in the imaging is likely not cancer and return in 6 months to keep watch on the finding
- 19** out of the 1,000 will have a minimally invasive needle biopsy
- 5** out of the 1,000 will be diagnosed with breast cancer

**When breast cancer is found this way the cure rate is very high**

To learn more about the benefits and risks of annual mammography, visit [MammographySavesLives.org](http://MammographySavesLives.org).

**MammographySavesLives™**  
... one of them may be yours

\*This will be lower for women who have had prior mammograms and higher for women who are having their first mammogram.

**COMMUNITY MATTERS.  
WE ARE A TEAM.**

# SPRING VALLEY POLICE DEPARTMENT

Dear Hilshire Village Resident,

The Annual Memorial Villages Recycling Event is Saturday, October 26, 2024, from 8:00 am - 12:00 pm (Noon).

Hedwig Village City Hall Parking Lot  
955 Piney Point Road  
Houston, TX 77024.

This is a great opportunity to properly dispose of certain electronics, and medications, shred paper, and donate gently used clothing, toys, and furniture.

**PLEASE NOTE: With regard to disposing of medications, only pill forms are accepted, and the pills must be removed from all packaging.**

We hope you will take advantage of this recycling opportunity



**COMMUNITY MATTERS.  
WE ARE A TEAM.**



1025 CAMPBELL ROAD, HOUSTON, TX 77055

PHONE: 713-465-8323 / EMAIL:  
DISPATCH@SPRINGVALLEYTX.COM

# SPRING VALLEY POLICE DEPARTMENT

## HILSHIRE VILLAGE

CALLS BY TYPE: 09-01-2024 THRU 09-30-2024

TYPE	DESCRIPTION	#OF
6	ACCIDENT	1
22	ALARM	9
23	AMBULANCE CALL	6
135	BUSINESS CHECK	626
68	HOUSE CHECK	52
70	INFORMATION	8
71	INVESTIGATION	1
81	OPEN DOOR	3
162	PARKING VIOLATION	2
86	PUBLIC RELATIONS	34
96	SOLICITOR	1
97	SPECIAL ASSIGNMENT	6
103	SUSPICIOUS ACTIVITY	2
104	SUSPICIOUS PERSON	4
105	SUSPICIOUS VEHICLE	4
11	TRAFFIC STOP	20
112	VEHICLE CHECK	1
	<b>TOTAL</b>	<b>780</b>



**COMMUNITY MATTERS.  
WE ARE A TEAM.**

1025 CAMPBELL ROAD, HOUSTON, TX 77055

PHONE: 713-465-8323 / EMAIL:  
DISPATCH@SPRINGVALLEYTX.COM

# IMPORTANT NUMBERS AT A GLANCE



**COMMUNITY MATTERS.  
WE ARE A TEAM.**

## EMERGENCY

## NON - EMERGENCY

911 - FOR ALL EMERGENCY	713-465-8323
988 – NATIONAL SUICIDE & MENTAL HEALTH	

## SPRING VALLEY VILLAGE

## VILLAGE FIRE DEPARTMENT

SPRING VALLEY - CITY HALL	713-465-8308	VILLAGE FIRE DEPARTMENT	713-465-2323
SPRING VALLEY - PD	713-465-8323	VFD - NON-EMERGENCY	713-468-7941
SPRING VALLEY - PD FAX	713-465-3135		
SPRING VALLEY - COURT	713-465-0333		

## HILSHIRE VILLAGE

HILSHIRE VILLAGE – CITY HALL	713-973-1779		
------------------------------	--------------	--	--



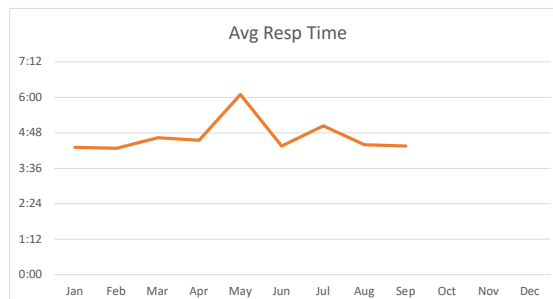
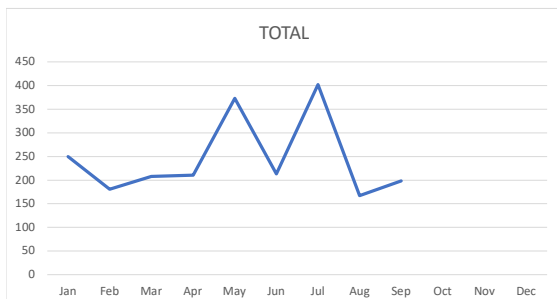
Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

September 2024 Summary - All Cities

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>250</b>	<b>181</b>	<b>208</b>	<b>211</b>	<b>373</b>	<b>213</b>	<b>402</b>	<b>167</b>	<b>198</b>				<b>2203</b>
Abdominal Pain	0	1	1	2	4	3	2	2	1				16
Allergic Reaction	2	1	2	2	1	1	0	2	1				12
Animal Bite	0	0	1	0	0	0	0	0	2				3
Apartment Fire	0	0	0	0	0	0	1	0	0				1
Assult	0	1	1	0	1	1	0	0	2				6
Automatic Aid	3	2	3	4	1	0	0	0	0				13
Automatic Aid- Apartment Fire	13	6	13	10	4	2	5	0	0				53
Automatic Aid- Building Fire	4	2	2	3	0	1	1	0	0				13
Automatic Aid- Elevator Rescue	3	1	1	0	1	2	2	0	0				10
Automatic Aid- Entrapment MVC	1	3	1	0	1	0	0	0	0				6
Automatic Aid- Gas Leak	1	1	2	3	2	0	3	0	0				12
Automatic Aid- High Rise Fire	0	2	1	0	0	0	0	0	0				3
Back Pain	0	0	2	1	1	1	0	0	1				6
Burn Victim	0	0	0	0	0	0	2	0	0				2
Business Fire	0	0	0	0	0	0	0	1	1				2
Carbon Monoxide Detector With Symptoms	0	1	0	0	2	0	3	0	0				6
Carbon Monoxide Detector No Symptoms	2	3	3	1	11	8	11	7	1				47
Cardiac/Respiratory Arrest	1	1	0	0	0	1	0	0	2				5
Check a Noxious Odor	2	1	0	1	0	0	0	0	1				5
Check for Fire	0	0	1	0	1	0	7	0	3				12
Check for the Smell of Natural Gas	2	3	6	2	18	2	5	2	7				47
Check for the Smell of Smoke	2	2	1	2	5	2	5	4	3				26
Chest Pain	3	1	4	1	3	4	4	2	3				25
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	1	0	0				2
Child Locked in a Vehicle Engine not running	0	1	0	0	1	1	0	1	1				5
Choking	1	1	2	0	0	0	0	0	1				5
Diabetic Emergency	1	2	2	1	0	1	0	0	0				7
Difficulty Breathing	9	5	8	12	4	3	8	10	5				64
Dumpster Fire Not near Structure	0	0	0	0	1	1	0	0	0				2
Electrical Fire	0	0	1	0	1	0	1	1	0				4
Elevator Rescue	1	0	0	0	2	1	4	0	0				8
Entrapment- Non MVC	0	0	1	0	1	0	0	0	0				2
Eye Problems	0	0	0	0	0	1	0	0	0				1
Fall Victim	10	8	13	9	11	8	6	12	9				86
Fire Alarm Business	8	6	3	6	9	9	6	3	3				53
Fire Alarm Church or School	10	6	3	4	9	8	6	11	4				61
Fire Alarm Residence	36	28	23	25	57	38	59	26	45				337
Gas Leak	3	0	5	4	15	1	3	2	6				39
Grass Fire	0	0	0	0	0	0	1	0	0				1
HAZMAT Emergency	0	0	0	0	0	1	0	1	0				2
Headache- Stroke symptoms not present	0	0	0	2	0	1	0	1	2				6
Heart Problems	8	6	4	6	6	5	2	3	4				44
Heat/Cold Exposure	1	0	0	0	0	2	2	3	2				10
Hemorrhage/Laceration	1	2	1	1	1	1	1	4	4				16
House Fire	2	0	1	1	6	4	3	1	0				18
Injured Party	4	4	4	3	4	4	4	2	5				34
Medical Alarm	6	5	4	2	9	3	5	11	6				51
Motor Vehicle Collision	23	15	21	25	21	24	31	13	20				193
Motor Vehicle Collision with Entrapment	0	0	1	1	2	0	1	0	0				5
Object Down in Roadway	6	1	5	6	17	5	67	2	0				109
Oven/Appliance Fire	1	0	0	0	0	0	1	0	0				2
Overdose/Poisoning	1	1	2	0	3	0	2	1	1				11
Possible D.O.S.	1	0	1	2	0	0	0	1	0				5
Powerlines Down Arcing/Burning	3	0	3	6	41	14	66	2	0				135
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	2				3
Psychiatric Emergency	3	6	2	2	3	2	4	1	4				27
Seizures	4	2	8	4	2	1	7	0	4				32
Service Call Non-emergency	14	16	12	15	36	8	17	10	8				136
Shooting/Stabbing	1	0	0	0	2	1	0	0	0				4
Sick Call	21	15	15	19	23	20	19	8	11				151
Smoke in Business	1	0	0	0	0	0	0	0	0				1
Smoke in Residence	1	0	1	1	0	1	0	0	1				5
Stroke	5	1	3	2	3	1	5	4	1				25
Transformer Fire	3	0	2	2	11	1	11	0	1				31
Trash Fire	0	0	0	0	1	0	0	0	1				2
Traumatic Injury	1	3	0	1	0	0	0	0	3				8
Unconscious Party/Syncope	14	9	7	10	10	11	7	8	9				85
Unknown Medical Emergency	1	2	3	5	1	3	1	3	4				23
Vehicle Fire	4	3	1	2	3	0	0	2	2				17
Wash Down	1	1	1	0	0	0	0	0	1				4

Month	# of Incidents	Avg Resp Time
Jan	174	4:19
Feb	126	4:17
Mar	151	4:38
Apr	148	4:33
May	279	6:06
Jun	166	4:21
Jul	267	5:02
Aug	139	4:24
Sep	166	4:21
Oct		
Nov		
Dec		
<b>Total</b>	<b>1616</b>	<b>4:40</b>

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



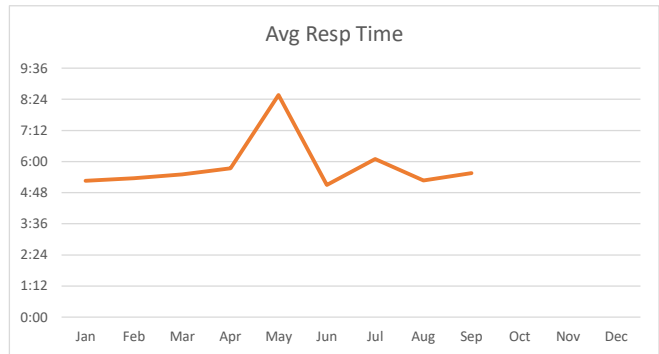
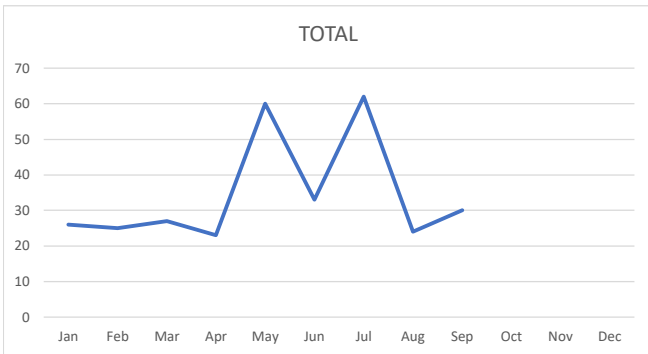


Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Bunker Hill

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>26</b>	<b>25</b>	<b>27</b>	<b>23</b>	<b>60</b>	<b>33</b>	<b>62</b>	<b>24</b>	<b>30</b>				<b>310</b>
Abdominal Pain	0	0	0	0	0	1	0	0	0				1
Assult	0	1	0	0	0	0	0	0	1				2
Back Pain	0	0	0	0	0	1	0	0	0				1
Carbon Monoxide Detector No Symptoms	0	0	1	0	0	2	3	0	0				6
Check for Noxious Odor	1	0	0	0	0	0	0	0	0				1
Check for Fire	0	0	0	0	0	0	4	0	1				5
Check for the Smell of Natural Gas	2	0	2	0	3	0	0	1	0				8
Check for the Smell of Smoke	0	1	1	0	3	1	1	1	1				9
Chest Pain	0	0	0	0	1	0	0	0	1				2
Child Locked in a Vehicle Engine and AC running	0	0	0	0	1	0	0	0	0				1
Child Locked in a Vehicle Engine not running	0	0	0	0	0	0	0	0	1				1
Diabetic Emergency	0	1	0	0	0	1	0	0	0				2
Difficulty Breathing	0	0	2	4	1	0	1	0	1				9
Dumpster Fire Not near Structure	0	0	0	0	1	0	0	0	0				1
Electrical Fire	0	0	0	0	1	0	0	0	0				1
Entrapment- Non MVC	0	0	0	0	1	0	0	0	0				1
Fall Victim	0	1	4	1	1	1	0	3	2				13
Fire Alarm Business	0	1	0	0	0	0	1	1	0				3
Fire Alarm Church or School	3	0	1	0	0	0	0	1	0				5
Fire Alarm Residence	7	7	4	4	6	11	14	4	9				66
Gas Leak	0	0	1	0	4	0	1	0	1				7
Headache- Stroke symptoms not present	0	0	0	0	0	0	0	1	0				1
Heart Problems	1	0	0	0	1	0	0	0	0				2
Heat/Cold Exposure	0	0	0	0	0	0	1	1	1				3
Hemorrhage/Laceration	0	1	1	0	0	0	0	1	0				3
House Fire	0	0	0	1	0	0	0	0	0				1
Injured Party	1	0	1	1	2	1	1	0	2				9
Medical Alarm	0	0	1	1	1	1	0	3	0				7
Motor Vehicle Collision	2	1	1	2	1	1	2	0	1				11
Object Down in Roadway	1	0	1	3	4	2	9	1	0				21
Overdose/Poisoning	0	0	0	0	1	0	0	0	0				1
Possible D.O.S.	0	0	0	0	0	0	0	1	0				1
Powerlines Down Arcing/Burning	0	0	0	2	11	5	12	0	0				30
Pregnancy/ Childbirth	0	0	0	0	0	0	0	0	1				1
Psychiatric Emergency	0	1	0	0	1	0	0	0	1				3
Seizures	1	0	0	2	0	1	0	0	0				4
Service Call Non-emergency	2	5	3	1	9	0	7	2	4				33
Sick Call	2	2	3	1	2	2	1	2	0				15
Smoke in Residence	1	0	0	0	0	0	0	0	0				1
Stroke	0	1	0	0	0	0	2	0	0				3
Transformer Fire	0	0	0	0	2	0	1	0	0				3
Unconscious Party/Syncope	1	2	0	0	2	1	1	1	2				10
Unknown Medical Emergency	0	0	0	0	0	1	0	0	0				1
Vehicle Fire	1	0	0	0	0	0	0	0	0				1

Month	# of Incidents	Avg Resp Time
Jan	17	5:15
Feb	16	5:21
Mar	19	5:30
Apr	16	5:44
May	43	8:34
Jun	26	5:06
Jul	40	6:06
Aug	16	5:16
Sep	24	5:33
Oct		
Nov		
Dec		
<hr/>		
	217	5:49



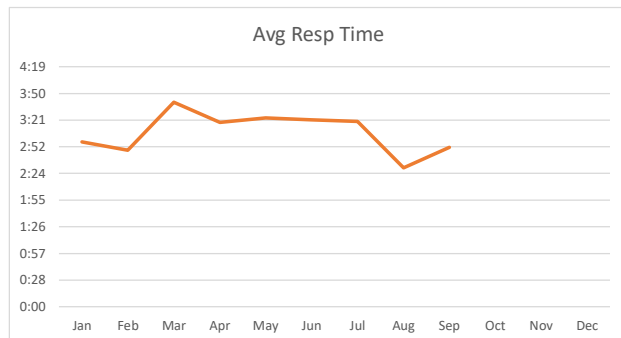
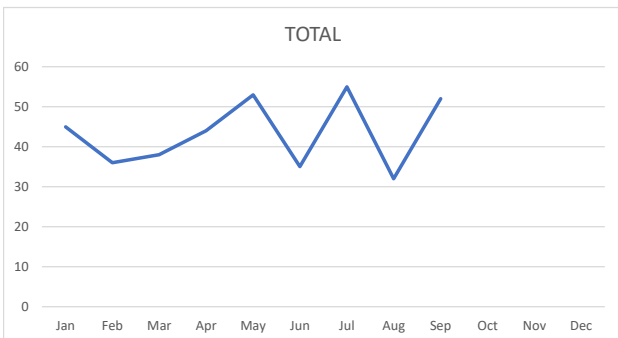


Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Hedwig

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>47</b>	<b>39</b>	<b>47</b>	<b>49</b>	<b>63</b>	<b>39</b>	<b>71</b>	<b>34</b>	<b>56</b>				<b>445</b>	<b>Jan</b>	<b>45</b>	<b>2:58</b>
Abdominal Pain	0	0	0	2	1	1	0	0	0				4	<b>Feb</b>	<b>36</b>	<b>2:49</b>
Allergic Reaction	1	0	1	1	0	0	0	2	1				6	<b>Mar</b>	<b>38</b>	<b>3:41</b>
Animal Bite	0	0	1	0	0	0	0	0	1				2	<b>Apr</b>	<b>44</b>	<b>3:19</b>
Assult	0	0	1	0	0	0	0	0	1				2	<b>May</b>	<b>53</b>	<b>3:24</b>
Back Pain	0	0	1	0	0	0	0	0	0				1	<b>Jun</b>	<b>35</b>	<b>3:22</b>
Business Fire	0	0	0	0	0	0	0	1	0				1	<b>Jul</b>	<b>55</b>	<b>3:20</b>
Carbon Monoxide Detector No Symptoms	0	0	0	0	4	2	1	0	0				7	<b>Aug</b>	<b>32</b>	<b>2:30</b>
Cardiac/Respiratory Arrest	0	0	0	0	0	1	0	0	1				2	<b>Sep</b>	<b>52</b>	<b>2:52</b>
Check a Noxious Odor	0	0	0	0	0	0	0	0	1				1	<b>Oct</b>		
Check for Fire	0	0	0	0	0	0	1	0	0				1	<b>Nov</b>		
Check for the Smell of Natural Gas	0	2	0	1	0	0	0	0	5				8	<b>Dec</b>		
Check for the Smell of Smoke	1	1	0	1	1	1	1	1	1				8			
Chest Pain	2	1	0	0	2	1	0	1	1				8			
Child Locked in a Vehicle Engine and AC running	0	0	0	0	0	0	1	0	0				1			
Choking	0	0	2	0	0	0	0	0	0				2			
Diabetic Emergency	0	1	2	0	0	0	0	0	0				3			
Difficulty Breathing	3	0	2	3	0	1	3	2	2				16			
Dumpster Fire Not near Structure	0	0	0	0	0	1	0	0	0				1			
Elevator Rescue	1	0	0	0	0	0	2	0	0				3			
Eye Problems	0	0	0	0	0	1	0	0	0				1			
Fall Victim	2	3	1	0	1	1	1	2	3				14			
Fire Alarm Business	4	5	3	4	4	6	4	1	2				33			
Fire Alarm Church or School	1	3	0	1	4	1	3	5	2				20			
Fire Alarm Residence	1	0	4	5	1	1	3	2	5				22			
Gas Leak	0	0	2	0	4	0	0	0	0				6			
Headache- Stroke symptoms not present	0	0	0	0	0	0	0	0	2				2			
Heart Problems	2	1	0	2	1	1	1	2	0				10			
Heat/Cold Exposure	1	0	0	0	0	0	1	0	0				2			
Hemorrhage/Laceration	0	0	0	0	0	0	1	2	2				5			
House Fire	0	0	1	0	1	0	0	0	0				2			
Injured Party	2	0	2	0	0	0	0	1	1				6			
Medical Alarm	1	0	2	0	0	1	1	2	1				8			
Motor Vehicle Collision	7	5	4	5	6	3	10	2	7				49			
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0				1			
Object Down in Roadway	0	1	1	0	3	1	11	0	0				17			
Oven/Appliance Fire	1	0	0	0	0	0	0	0	0				1			
Overdose/Poisoning	0	1	0	0	1	0	2	0	0				4			
Powerlines Down Arcing/Burning	1	0	0	0	9	1	6	0	0				17			
Pregnancy/ Childbirth	0	0	0	0	0	0	0	0	1				1			
Psychiatric Emergency	2	5	0	0	2	0	1	0	0				10			
Seizures	0	0	2	0	1	0	1	0	1				5			
Service Call Non-emergency	0	1	3	4	6	2	3	1	2				22			
Shooting/Stabbing	1	0	0	0	0	0	0	0	0				1			
Sick Call	4	4	6	12	8	9	8	2	6				59			
Smoke in Business	1	0	0	0	0	0	0	0	0				1			
Smoke in Residence	0	0	1	0	0	0	0	0	0				1			
Stroke	0	0	0	2	0	0	1	1	0				4			
Transformer Fire	0	0	2	1	1	0	2	0	1				7			
Traumatic Injury	0	1	0	0	0	0	0	0	1				2			
Unconscious Party/Syncope	6	1	1	3	1	3	2	3	1				21			
Unknown Medical Emergency	0	1	0	2	0	0	0	1	2				6			
Vehicle Fire	1	2	1	0	0	0	0	0	1				5			
Wash Down	1	0	1	0	0	0	0	0	1				3			

390 3:08





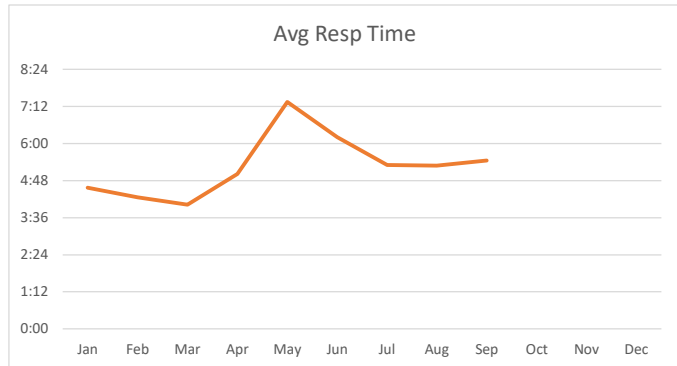
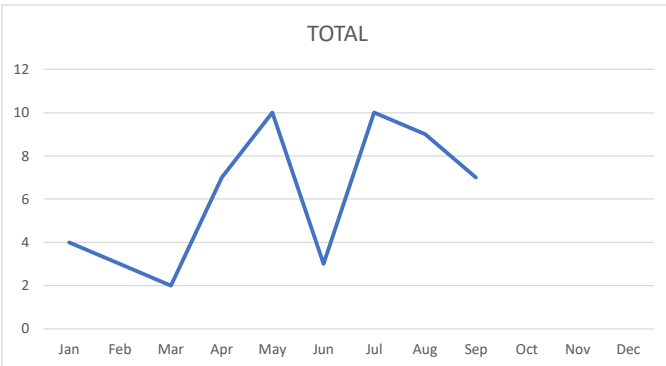


Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Hilshire

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>7</b>	<b>10</b>	<b>3</b>	<b>10</b>	<b>9</b>	<b>7</b>				<b>54</b>
Abdominal Pain	0	0	0	0	0	1	0	1	0				2
Carbon Monoxide Detector No Symptoms	0	0	0	0	3	0	0	0	0				3
Check for the Smell of Natural Gas	0	0	0	0	0	0	1	0	0				1
Chest Pain	0	0	0	0	0	0	0	0	1				1
Difficulty Breathing	1	0	0	0	0	0	1	1	0				3
Fall Victim	1	0	0	0	1	0	0	0	1				3
Fire Alarm Business	1	0	0	0	1	0	0	0	0				2
Fire Alarm Church or School	0	1	0	1	1	1	2	2	0				8
Fire Alarm Residence	0	0	0	0	1	0	0	1	1				3
Heart Problems	0	1	0	0	0	0	0	0	0				1
House Fire	0	0	0	0	1	0	0	0	0				1
Injured Party	0	1	0	0	0	0	0	0	0				1
Medical Alarm	0	0	0	0	0	0	0	0	1				1
Motor Vehicle Collision	0	0	1	0	0	0	1	1	0				3
Object Down in Roadway	0	0	0	1	0	0	1	0	0				2
Possible D.O.S.	0	0	0	1	0	0	0	0	0				1
Powerlines Down Arcing/Burning	0	0	0	0	0	0	1	0	0				1
Seizures	0	0	0	1	0	0	0	0	0				1
Service Call Non-emergency	0	0	0	1	0	0	1	0	0				2
Sick Call	0	0	0	0	0	1	1	0	2				4
Stroke	1	0	0	0	1	0	1	1	0				4
Traumatic Injury	0	0	0	1	0	0	0	0	0				1
Unconscious Party/Syncope	0	0	0	1	0	0	0	1	1				3
Unknown Medical Emergency	0	0	1	0	1	0	0	0	0				2
Vehicle Fire	0	0	0	0	0	0	0	1	0				1

Month	# of Incidents	Avg Resp Time
Jan	3	4:34
Feb	3	4:16
Mar	1	4:01
Apr	5	5:01
May	8	7:21
Jun	2	6:12
Jul	8	5:18
Aug	9	5:17
Sep	7	5:27
Oct		
Nov		
Dec		
<hr/>		
	46	5:16



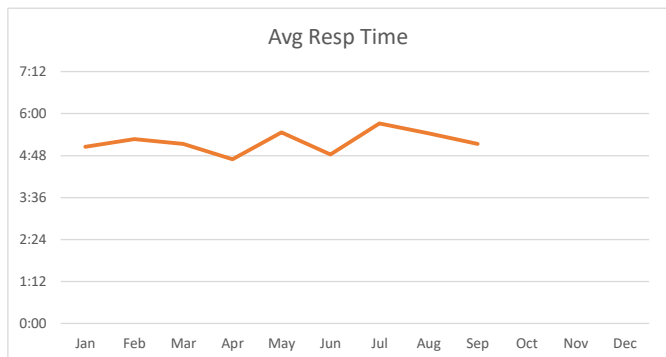
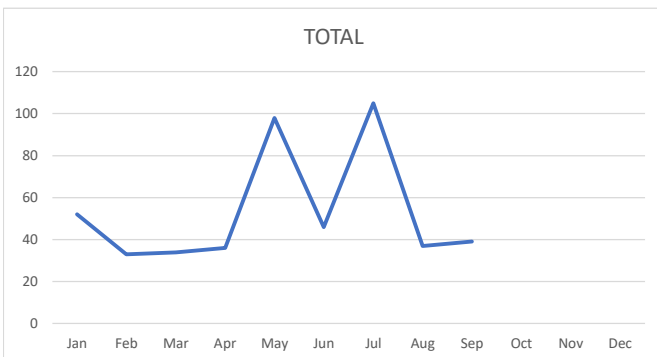


Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Hunters Creek

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>52</b>	<b>33</b>	<b>34</b>	<b>36</b>	<b>98</b>	<b>46</b>	<b>105</b>	<b>37</b>	<b>39</b>				<b>480</b>
Abdominal Pain	0	0	0	0	1	0	0	0	0				1
Allergic Reaction	0	0	0	1	1	0	0	0	0				2
Assault	0	0	0	0	0	1	0	0	0				1
Back Pain	0	0	0	1	1	0	0	0	1				3
Carbon Monoxide Alarm with Symptoms	0	0	0	0	1	0	0	0	0				1
Carbon Monoxide Detector No Symptoms	0	1	0	1	2	2	3	3	1				13
Check a Noxious Odor	1	1	0	0	0	0	0	0	0				2
Check for Fire	0	0	1	0	0	0	1	0	1				3
Check for the Smell of Natural Gas	0	0	1	1	9	0	3	1	1				16
Check for the Smell of Smoke	1	0	0	0	0	0	2	1	1				5
Chest Pain	1	0	1	0	0	1	3	0	0				6
Child Locked in a Vehicle Engine not running	0	0	0	0	1	0	0	0	0				1
Choking	1	0	0	0	0	0	0	0	0				1
Diabetic Emergency	1	0	0	1	0	0	0	0	0				2
Difficulty Breathing	0	2	1	2	0	1	1	2	1				10
Electrical Fire	0	0	1	0	0	0	1	1	0				3
Entrapment- Non MVC	0	0	1	0	0	0	0	0	0				1
Fall Victim	5	2	3	3	4	3	2	3	2				27
Fire Alarm Business	2	0	0	1	3	1	1	0	1				9
Fire Alarm Church or School	0	1	0	0	1	0	0	0	1				3
Fire Alarm Residence	13	13	5	4	33	9	20	11	12				120
Gas Leak	0	0	0	1	4	0	0	0	1				6
Grass Fire	0	0	0	0	0	0	1	0	0				1
Headache- Stroke symptoms not present	0	0	0	0	0	1	0	0	0				1
Heart Problems	1	2	2	0	1	1	1	0	3				11
Heat/Cold Exposure	0	0	0	0	0	0	0	1	0				1
Hemorrhage/Laceration	0	0	0	0	1	0	0	0	0				1
House Fire	0	0	0	0	2	2	1	1	0				6
Injured Party	1	2	0	1	0	1	1	1	1				8
Medical Alarm	3	1	0	0	4	0	1	1	2				12
Motor Vehicle Collision	3	0	2	2	2	9	6	5	1				30
Motor Vehicle Collision with Entrapment	0	0	1	0	0	0	0	0	0				1
Object Down in Roadway	1	0	0	1	4	1	22	1	0				30
Overdose/Poisoning	1	0	1	0	0	0	0	0	0				2
Possible D.O.S.	0	0	0	1	0	0	0	0	0				1
Powerlines Down Arcing/Burning	0	0	1	3	8	3	23	0	0				38
Psychiatric Emergency	0	0	2	1	0	1	1	0	0				5
Seizures	1	0	1	0	0	0	3	0	1				6
Service Call Non-emergency	5	5	3	3	7	3	3	5	0				34
Sick Call	5	0	2	2	2	2	2	0	1				16
Smoke in Residence	0	0	0	0	0	0	0	0	1				1
Stroke	1	0	1	0	1	0	1	0	0				4
Transformer Fire	1	0	0	0	5	1	2	0	0				9
Traumatic Injury	0	1	0	0	0	0	0	0	1				2
Unconscious Party/Syncope	4	1	2	3	0	3	0	0	3				16
Unknown Medical Emergency	0	0	2	2	0	0	0	0	2				6
Vehicle Fire	0	0	0	1	0	0	0	0	0				1
Wash Down	0	1	0	0	0	0	0	0	0				1

Month	# of Incidents	Avg Resp Time
Jan	40	5:03
Feb	21	5:16
Mar	29	5:08
Apr	30	4:42
May	75	5:28
Jun	35	4:50
Jul	67	5:43
Aug	28	5:26
Sep	28	5:08
Oct		
Nov		
Dec		
<b>Total</b>	<b>353</b>	<b>5:11</b>

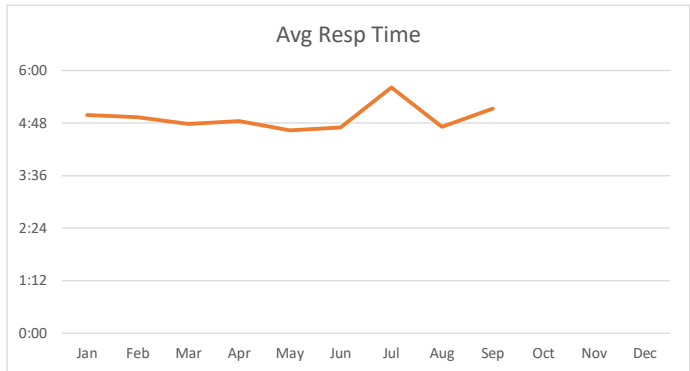
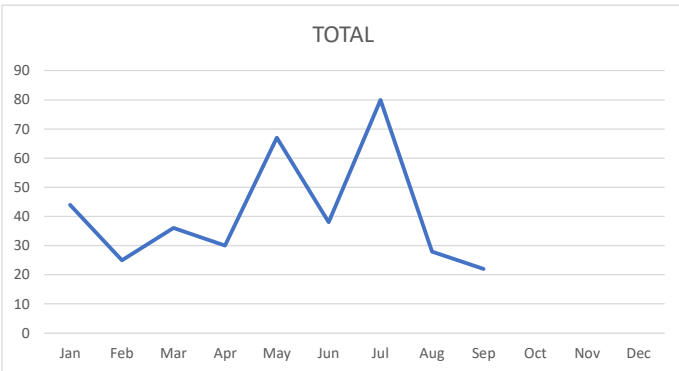




Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Piney Point

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD	Month	# of Incidents	Avg Resp Time
<b>TOTAL</b>	<b>44</b>	<b>25</b>	<b>36</b>	<b>30</b>	<b>67</b>	<b>38</b>	<b>80</b>	<b>28</b>	<b>22</b>				<b>369</b>	Jan	23	4:59
Abdominal Pain	0	0	1	0	1	0	0	0	0				2	Feb	16	4:56
Allergic Reaction	0	1	0	0	0	0	0	0	0				1	Mar	29	4:47
Animal Bite	0	0	0	0	0	0	0	0	1					Apr	18	4:51
Assult	0	0	0	0	1	0	0	0	0				1	May	47	4:38
Back Pain	0	0	1	0	0	0	0	0	0				1	Jun	29	4:42
Business Fire	0	0	0	0	0	0	0	0	1				1	Jul	50	5:37
Carbon Monoxide Alarm with Symptoms	0	0	0	0	0	0	2	0	0				2	Aug	23	4:43
Carbon Monoxide Detector No Symptoms	0	0	1	0	1	0	3	0	0				5	Sep	17	5:08
Cardiac/Respiratory Arrest	0	1	0	0	0	0	0	0	0				1	Oct		
Check for the Smell of Natural Gas	0	1	2	0	2	1	0	0	0				6	Nov		
Check for the Smell of Smoke	0	0	0	0	0	0	1	1	0				2	Dec		
Chest Pain	0	0	2	0	0	0	0	0	0				2		252	4:55
Child Locked in a Vehicle Engine not running	0	0	0	0	0	1	0	1	0				2			
Choking	0	1	0	0	0	0	0	0	1				2			
Difficulty Breathing	2	2	3	0	1	0	0	2	0				10			
Fall Victim	1	1	4	1	3	1	2	1	0				14			
Fire Alarm Business	0	0	0	0	1	0	0	0	0				1			
Fire Alarm Church or School	5	0	1	1	2	4	0	3	0				16			
Fire Alarm Residence	13	7	7	8	11	12	18	6	10				92			
Gas Leak	3	0	0	3	0	0	1	0	1				8			
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0				1			
Heart Problems	0	1	1	1	1	0	0	0	0				4			
Heat/Cold Exposure	0	0	0	0	0	1	0	0	1				2			
Hemorrhage/Laceration	1	0	0	0	0	0	0	0	1				2			
House Fire	0	0	0	0	2	1	0	0	0				3			
Injured Party	0	0	0	1	2	0	0	0	0				3			
Medical Alarm	2	1	1	1	1	0	2	3	0				11			
Motor Vehicle Collision	1	1	2	1	3	1	1	2	2				14			
Motor Vehicle Collision with Entrapment	0	0	0	0	1	0	0	0	0				1			
Object Down in Roadway	3	0	2	1	4	1	19	0	0				30			
Overdose/Poisoning	0	0	0	0	1	0	0	1	0				2			
Possible D.O.S.	1	0	1	0	0	0	0	0	0				2			
Powerlines Down Arcing/Burning	2	0	1	1	9	5	16	2	0				36			
Psychiatric Emergency	0	0	0	1	0	0	2	1	0				4			
Seizures	0	0	0	0	1	0	0	0	0				1			
Service Call Non-emergency	4	4	3	6	9	2	2	1	2				33			
Shooting/Stabbing	0	0	0	0	2	1	0	0	0				3			
Sick Call	2	1	1	2	3	4	3	1	1				18			
Smoke in Residence	0	0	0	0	0	1	0	0	0				1			
Stroke	2	0	2	0	1	0	0	1	0				6			
Transformer Fire	1	0	0	0	2	0	4	0	0				7			
Traumatic Injury	1	0	0	0	0	0	0	0	1				2			
Unconscious Party/Syncope	0	2	0	1	2	1	3	1	0				10			
Unknown Medical Emergency	0	1	0	0	0	1	1	1	0				4			



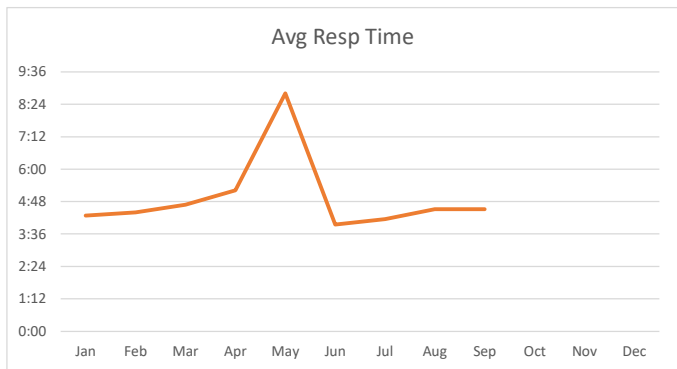
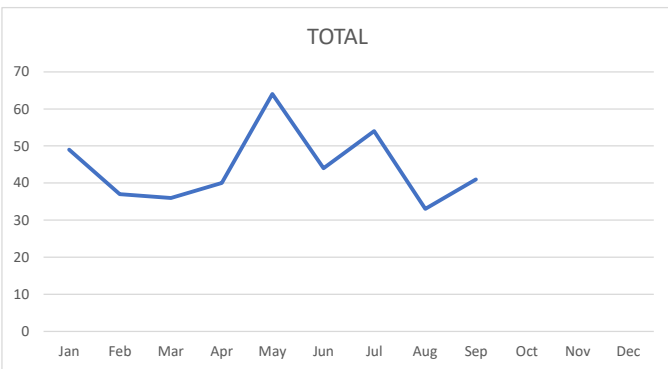


Village Fire Department  
 901 Corbindale Rd  
 Houston, TX, 77024  
 Phone# (713) 468-7941 Fax# (713) 468-5039

### September 2024 Summary - Spring Valley

Call/Incident Type/Detail	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
<b>TOTAL</b>	<b>49</b>	<b>37</b>	<b>36</b>	<b>40</b>	<b>64</b>	<b>44</b>	<b>54</b>	<b>33</b>	<b>41</b>				<b>398</b>
Abdominal Pain	0	1	0	0	1	0	2	1	1				6
Allergic Reaction	1	0	1	0	0	1	0	0	0				3
Carbon Monoxide Alarm with Symptoms	0	1	0	0	1	0	1	0	0				3
Carbon Monoxide Detector No Symptoms	2	1	1	0	1	2	1	4	0				12
Cardiac/Respiratory Arrest	1	0	0	0	0	0	0	0	1				2
Check a Noxious Odor	0	0	0	1	0	0	0	0	0				1
Check for Fire	0	0	0	0	1	0	1	0	1				3
Check for the Smell of Natural Gas	0	0	1	0	4	1	0	0	1				7
Check for the Smell of Smoke	0	0	0	0	1	0	0	0	0				1
Chest Pain	0	0	1	0	0	2	1	1	0				5
Difficulty Breathing	3	1	0	3	2	1	2	3	1				16
Elevator Rescue	0	0	0	0	2	1	0	0	0				3
Fall Victim	1	1	1	4	1	2	1	3	1				15
Fire Alarm Business	1	0	0	0	0	2	0	1	0				4
Fire Alarm Church or School	0	1	1	1	1	1	1	0	0				6
Fire Alarm Residence	2	1	2	4	5	5	3	2	8				32
Gas Leak	0	0	1	0	3	0	1	2	3				10
HAZMAT Emergency	0	0	0	0	0	1	0	1	0				2
Headache- Stroke symptoms not present	0	0	0	1	0	0	0	0	0				1
Heart Problems	4	1	1	3	2	3	0	1	1				16
Heat/Cold Exposure	0	0	0	0	0	1	0	1	0				2
Hemorrhage/Laceration	0	1	0	1	0	1	0	1	1				5
House Fire	2	0	0	0	0	1	2	0	0				5
Injured Party	0	1	1	0	0	2	2	0	1				7
Medical Alarm	0	3	0	0	3	0	1	2	2				11
Motor Vehicle Collision	10	8	11	13	9	9	11	2	8				81
Motor Vehicle Collision with Entrapment	0	0	0	1	0	0	1	0	0				2
Object Down in Roadway	1	0	1	0	2	0	5	0	0				9
Oven/Appliance Fire	0	0	0	0	0	0	1	0	0				1
Overdose/Poisoning	0	0	1	0	0	0	0	0	1				2
Powerlines Down Arcing/Burning	0	0	1	0	4	0	7	0	0				12
Pregnancy/ Childbirth	1	0	0	0	0	0	0	0	0				1
Psychiatric Emergency	1	0	0	0	0	1	0	0	3				5
Seizures	2	2	5	1	0	0	3	0	2				15
Service Call Non-emergency	1	1	0	0	3	1	1	1	0				8
Sick Call	8	8	3	2	8	2	4	3	1				39
Smoke in Residence	0	0	0	1	0	0	0	0	0				1
Stroke	1	0	0	0	0	1	0	1	1				4
Transformer Fire	1	0	0	1	1	0	1	0	0				4
Trash Fire	0	0	0	0	1	0	0	0	1				2
Traumatic Injury	0	1	0	0	0	0	0	0	0				1
Unconscious Party/Syncope	3	3	3	1	5	2	1	1	1				20
Unknown Medical Emergency	1	0	0	1	0	1	0	1	0				4
Vehicle Fire	2	1	0	1	3	0	0	1	1				9

Month	# of Incidents	Avg Resp Time
Jan	46	4:17
Feb	34	4:24
Mar	35	4:41
Apr	35	5:13
May	53	8:48
Jun	39	3:57
Jul	47	4:09
Aug	31	4:31
Sep	38	4:31
Oct		
Nov		
Dec		
	<hr/> 358	<hr/> 4:56





October 11, 2024

Mayor and City Council  
City of Hilshire Village  
8301 Westview Drive  
Houston, Texas 77055

Re: Engineer's Report for October 15, 2024 Council Meeting  
HDR Job No. 10391485

Dear Mayor and Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this report on engineering related issues from September 13, 2024 to October 11, 2024:

1) On-Going Services (10391485):

a) 1236 Archley Drive –

- On October 9, 2024, HDR reviewed and returned to the City the right-of-way permit, 2<sup>nd</sup> Submittal for a CenterPoint Energy gas service installation at 1236 Archley Drive. The right-of-way permit resubmittal requires corrections; therefore, it needs to be revised and resubmitted.

b) 1331 & 1335 Friarcreek Lane –

- As previously reported, back on June 28, 2024, HDR visited the properties at 1331 Friarcreek Lane (Manley's Family) and 1335 Friarcreek Lane (McDuffie's Family) to review a complaint made regarding residential drainage issues between the properties and associated with landscaping improvements taking place at the Manley's property.
- On July 1, 2024, the City informed the Manley's (1331 Friarcreek) to submit a site plan of the proposed improvements for the City's review and approval. On August 12, 2024, HDR received a landscape permit request for 1331 Friarcreek Lane. The landscape permit is currently under review and pending approval based on findings from meeting with both property owners.
- On September 9, 2024, HDR attempted to meet with both homeowners; however, HDR only visited with Mrs. McDuffie since the Manley's were not available.
- On October 10, 2024, HDR met with the Manley's (Mrs. Donette Stubblefield) to discuss and coordinate the adverse impact to drainage in the area caused by their recent landscaping improvements and discuss the necessary corrective measures to address this problem.

hdrinc.com 4828 Loop Central Drive, Suite 700  
Houston, Texas 77081  
T 713-622-9264 F 713-622-9265  
Texas Registered Engineering Firm F-754

- c) 1123 Guinea Drive –
- On September 30, 2024, HDR reviewed and returned to the City the Pool Drainage Plan, 3<sup>rd</sup> Submittal for 1123 Guinea Drive. The pool drainage plan resubmittal was approved with exceptions noted.
- d) 1214 Ridgeley Drive –
- On October 11, 2024, HDR reviewed and returned to the City the Drainage Plan 3<sup>rd</sup> Submittal for 1214 Ridgeley Drive. The drainage plan resubmittal approved with exceptions noted.
- e) 1330 Glourie Drive –
- On September 24, 2024 HDR conducted a final drainage inspection for 1330 Glourie Drive. The inspection passed and the inspection form was submitted to the City on September 25, 2024.
- f) 1242 Ridgeley Drive –
- On October 8, 2024, HDR received the 2<sup>nd</sup> Submittal for As-Built Drainage Plans for 1242 Ridgeley Drive. The As-Built resubmittal is currently under review and HDR anticipates completion of this review by next week.
- g) City-Wide Ditch Regrading/Cleaning Program –
- On October 3, 2024, the City and HDR met with Gordian (Job Order Contracting Program Procurement Company – Buy Board) and LMC Construction (Contractor) to discuss the City-wide ditch regrading/cleaning scope of work requested by the City from this second Contractor. After the meeting, the City and HDR determined that working the Buy Board option was not the most conducive or cost-effective way to go forward, therefore, we will be moving forward with acquiring quotes from Contractors (e.g. Experts Underground Solutions, LLC and On Par Civil Services, LLC).
  - HDR and the City are to meet during the month of October to conduct an assessment of the City ditches to identify high priority areas.
  - Once all these proposals are received, HDR will review and present a recommendation to the City to award the work to the low responsive Contractor.
- h) Drainage Easement Improvements –
- 1303 & 1307 Friarcreek Lane Drainage Easement – HDR has not been able to communicate with Mr. Tom Archer (1307 Friarcreek Lane) to discuss the additional erosion concerns he has along the City’s drainage easement traversing on the east side of his property. HDR will attempt to contact him again next week. Once HDR meets with Mr. Archer, HDR will prepare the necessary drawings/exhibits and quote form for the erosion control improvements, solicit three (3) quotes for this work and present a recommendation to the City to award the work to the low responsive Contractor.

- 1209 Pine Chase Drainage Easement – HDR is working on drawings/exhibits and quote form for the installation of a concrete headwall for the 24-inch and 30-inch pipes at the outfall entrance, regrade the existing ditch between the street and outfall, and removal and replacement of deteriorating concrete slope paving on the upstream end of this ditch area. Once these drawings are completed, HDR will solicit three (3) quotes for this work and present a recommendation to the City to award the work to the low responsive Contractor.

i) Hilshire Green Paving, Drainage & Utility Improvements –

**ANTICIPATED PROJECT TIMELINE:**

100% Submittal:	Friday, October 25, 2024
Advertisement:	Monday, October 28 – Friday, November 8, 2024
Pre-Bid Meeting:	Tuesday, November 5, 2024
Bid Opening:	Thursday November 21, 2024
Contract Award:	Tuesday, December 17, 2024
Construction NTP:	Monday, January 6, 2025

- HDR has received and reviewed the Tree Protection Plans and specifications prepared by C.N. Koehl Urban Forestry (HDR’s Tree Protection Subconsultant) and will incorporate this information in the 100% Submittal package. Based on the initial review of tree protection plans the 8-inch Pecan tree at 7922 Hilshire Green, and the 13-inch Pecan tree at 7918 Hilshire Green will need to be removed to install the proposed water line. HDR will discuss an alternate option with City Council to attempt to preserve these trees by installing the proposed water line under the road instead.
- Next anticipated milestone is the 100% Submittal package anticipated on October 25, 2024.
- HDR will be requesting authorization to proceed forward with the rest of Engineer Services (e.g. Bidding, Construction Services, and Construction Observation Part-Time or Full-Time) during the October 15, 2024 City Council Meeting.

j) Lead Service Line Inventory (LSLI Survey)

- HDR has processed and compiled this information in GIS and a summary table of the findings using the latest TCEQ Submittal Template has been completed.
- The City has already registered and created a username and password to submit the LSLI Survey to TCEQ. HDR will be uploading the LSLI Survey by or before October 14, 2024, as well as complete the on-line TCEQ questionnaire associated with this LSLI Survey. The deadline to submit all the necessary documentation to TCEQ is October 16, 2024.

k) Pine Chase Grove Water Meters –

- At the request of Council during the September 17, 2024 City Council Meeting, HDR investigated landscaping installation and maintenance cost options for the areas around the meter vaults and blackflow preventers as follows:

Material Type	Material Cost (8 CY or 200 SF)	Installation Cost (8 CY or 200 SF)	Maintenance	Total Cost + 1 year of Maintenance
Natural Mulch	\$15-\$65 per CY Total= \$120- \$520	\$20-\$45 per CY Total= \$160- \$360	Annual/Bi-Annual (Replenish) =\$120-\$400	\$400-\$1,280
Rubber Mulch	\$129.80 per CY Total = \$1,038.40	\$1,000-\$1,300	Annual (Raking) =\$80-\$100	\$2,118.4-\$2,418.4
Artificial Turf	\$5.45-\$20 per SF Total = \$4,360-\$16,000		Annual (Cleaning) Total for 200 CY = \$150-\$400	\$4,510-\$16,400
Sod	\$5.45-\$20 per SF Total = \$4,360-\$16,000		Annual Maintenance =\$400-\$1,200	\$4,760-\$17,200

- Once City Council selects the landscaping option, HDR will update the schematics/exhibits with proposed improvements, prepare the associate quote form for the proposed improvements, and will solicit three (3) quotes for this work and bring to City Council for approval and for feedback from the respective property owners adjacent to this easement area.

l) Street Pavement Point Repairs –

- As previously reported, the Contractor completed the approved point repair locations as of August 9, 2024. However, HDR inspected the area and found that the asphalt was beginning to unravel at the Burkhart Road and Guinea Drive intersection.
- HDR coordinated with AAA Asphalt Paving, Inc. (Contractor) to correct this issue. The Contractor applied an asphalt seal coat on October 10, 2024 and HDR conducted a site visit on the same day to confirm that work was completed to City standards.
- The point repairs are under a 1-year warranty, therefore, HDR will re-inspect these repairs in nine (9) months to verify conditions and determine if additional corrective actions (e.g. remove and replace) will be required before the 1-year warranty ends.

m) TCEQ MS4

- HDR attended the September 17, 2024 TCEQ Webinar for the MS4 Permit Renewal process.
- HDR has also compiled the permit application forms to be completed and will begin coordination with City Staff to collect the necessary information required to complete the application.
- The new MS4 general permit for the City will need to be completed and submitted to TCEQ by or before the February 11, 2025 deadline.



n) Wirt Road Safety Project/ Interlocal Agreements –

**ANTICIPATED PROJECT TIMELINE:**

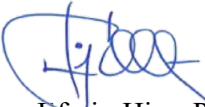
90% Submittal: Friday, October 4, 2024 to COH  
100% Submittal: Friday, October 25, 2024  
Construction NTP: TBD with Harris County Precinct 3

- HDR received the 70% Review Comments from the COH on September 12, 2024. HDR reviewed and addressed these comments and prepared the 90% Submittal Package to the COH.
- On October 4, 2024, HDR submitted the 90% Submittal Package to the COH and they plan to return comments by October 28, 2024. COH also provided a Variance Request Form to be completed by HDR to request a variance on the proposed sidewalk width from the required 6-ft wide to the proposed and agreed 5-ft wide sidewalk per the ILA between Hilshire Village and COH.
- HDR has reviewed the Tree Protection Plans and specifications prepared by C.N. Koehl Urban Forestry (HDR's Tree Protection Subconsultant) and incorporated this information in the 90% Submittal Package to the COH. Based on the initial review of tree protection plans the 26-inch Live Oak tree at 18 Hickory Shadows, as well as the 23-inch Crepe Myrtle, 19-inch Pine, 23-inch American Elm, 16-inch Pine and 3-inch Palm trees at 1321 Wirt Road (School of the Woods) will need to be removed to install the proposed sidewalk. HDR will coordinate with both property owners to discuss the removal and possible options, at least for School of the Woods, to preserve some of these trees by installing checker plates and trimming the hedge in the area instead to avoid digging or damaging the trees root system.
- HDR and the City are coordinating with the School of the Woods on the ROW/Easement Dedication package.

If there are any questions concerning the information contained in this report, we will be glad to discuss them with you.

Sincerely,

HDR Engineering, Inc.



Efrain Him, P.E.  
City Engineer for City of Hilshire Village

cc: Files (10391485)

# Construction Log

Status	Address	Street	Construction Type	General Contractor
Active	1023	Ridgeley	Remodel	Homeowner
Active	1117	Guinea Drive	New Construction	McHugh Custom Homes
Active	1214	Ridgeley	New Construction	Aspire
Active	1222	Glourie Dr	New Construction	Aspire
Active	1226	Glourie Dr	New Construction	McHugh Custom Homes
Active	1236	Archley	New Construction	Sugar Creek Living
Active	1319	Pine Chase	Remodel	Ironstone Builders
Active	7	Pine Creek	Remodel	Daivd Labbe
Active	1011	Ridgeley	Remodel	Home Remedy
Active	1118	Guinea Drive	New Construction	Enterprise Builders
Active	1118	Glourie Dr	Remodel	Res Com Builders
Active	1123	Guinea Drive	Swimming Pool	RL Builders
Active	1201	Archley	New Construction	Shorter Investment Group
Active	1201	Archley	Swimming Pool	Big Diamond
Active	1202	Glourie Dr	Remodel	Adelante Homes
Active	1226	Glourie Dr	Swimming Pool	Aqua Clean
Active	1241	Ridgeley Dr	Covered Patio Addition	Coerver Custom Homes
Pending Final Review	14	Pine Creek	Swimming Pool	Premier Pools & Spas
Pending Final Review	1126	Guinea Drive	Swimming Pool	Athletic Design
Pending Final Review	1218	Ridgeley Dr	Swimming Pool	Gartin Pools
Pending Submittal	1105	Ridgeley	New Construction	Aspire
Pending Submittal	1234	Glourie Dr	New Construction	
Pending Submittal	1311	Pine Creek	New Construction	
Pending Submittal	8002	Anadell	New Construction	Metro Modern Studio
CCO	1242	Ridgeley Dr	Remodel	McCollum Custom Homes
CCO	1242	Ridgeley Dr	Swimming Pool	Platinum Pools
CCO	1306	Glourie Dr	New Construction	NewMark Builders
CCO	1315	Friarcreek Ln	New Construction	Built Green Custom Homes
CCO	8005	Anadell	New Construction	Jeff Paul Custom Homes
COMPLETE	8209	Mallie Court	Covered Patio Addition	AT Design

## Plan Review Permit Log

Date	Permit Number	Address	Issued To	Amount Received	Description / Scope
9/3/24	HV-23-043GE	1226 Glourie Drive	Generator Supercenter	\$ 330.00	Generator - Electrical
9/3/24	HV-23-100E	1118 Glourie Drive	Ruiz Electrical	\$ 405.00	Electrical -Remodel
9/3/24	HV-23-100FS	1118 Glourie	Oasis Fire Protection	\$ 320.00	Fire Sprinkler - NSFR
9/3/24	HV-23-100FS	1118 Glourie	Oasis Fire Protection	\$ 320.00	Fire Sprinkler - NSFR
9/3/24	HV-24-020FS	1222 Glourie	Oasis Fire Protection	\$ 320.00	Fire Sprinkler - NSFR
9/3/24	HV-24-092T	1233 Pine Chase	Flores Tree Service	\$ -	Tree Removal - Dead
9/6/24	HV-23-043AT	1226 Glourie Drive	McHugh Homes	\$ 320.00	Artificial Turf
9/10/24	HV-24-096GE	1022 Glourie Drive	N&K Electric	\$ 330.00	Generator - Electrical
9/13/24	HV-24-097GE	1209 Pine Chase	N&K Electric	\$ 330.00	Generator - Electrical
9/13/24	HV-24-098PS	1023 Ridgeley	Christopher Sluiter	\$ 25.00	Dumpster - Remodel
9/16/24	HV-24-086GP	1211 Wirt Road	Texas Commerical Plumbing	\$ 280.00	Generator - Plumbing
9/25/24	HV-24-096GP	1022 Glourie Drive	Limitless Plumbing	\$ 280.00	Generator - Plumbing
9/25/24	HV-24-099T	1327 Friarcreek	Hector Sarceno Tree service	\$ 25.00	Tree Removal - Leaning/Hazard
9/26/24	HV-24-100T	8013 Anadell	Iron Gate Build	\$ 25.00	Tree Removal
9/30/24	HV-24-042SPD	1123 Guinea Dr	RL Builders	\$ 460.00	Swimming Pool - Drainage

Permits	
Artificial Turf	1
Dumpster	1
Electrical	1
Fire Sprinkler	3
Generator	5
Swimming Pool	1
Tree Removal	3
<b>Total</b>	<b>15</b>

# Inspection Log

Log #	Address	Permit #	Inspection Type	Result	Date	Inspector
24-355	1226 Glourie Drive	HV-23-043SPP	Plumbing Rough-in - Pool	PASS	9/3/24	Safebuilt
24-356	1027 Glourie Circle	HV-24-071M	HVAC Final	PASS	9/6/24	Safebuilt
24-357	1330 Glourie Dr	HV	Drainage Cover	PASS	9/6/24	HDR
24-358	1222 Glourie Dr	HV-24-020P	Plumbing Rough In	PASS	9/6/24	Safebuilt
24-359	1226 Glourie Drive	HV-23-043I	Irrigation Final	PASS	9/6/24	Safebuilt
24-360	1226 Glourie Drive	HV-23-43B	Building Final	PASS	9/6/24	Safebuilt
24-361	1222 Glouire	HV-24-020E	Electrical Cover	PASS	9/9/24	Safebuilt
24-362	1222 Glourie	HV-24-020B	Brick Tie	PASS	9/11/24	SafeBuilt
24-363	8209 Mallie	HV-24-075CP	Form	PASS	9/12/24	SafeBuilt
24-364	8209 Mallie	HV-24-075CP	Hurricane Clip	PASS	9/12/24	SafeBuilt
24-365	8209 Mallie	HV-24-075CP	Roof Final	PASS	9/12/24	SafeBuilt
24-366	8209 Mallie	HV-24-075E	Electrical Ground	PASS	9/12/24	SafeBuilt
24-367	8209 Mallie	HV-24-075E	Electrical Final	PASS	9/12/24	SafeBuilt
24-368	1105 Ridgeley	HV-24-083DEMO	Demo Final	PASS	9/13/24	SafeBuilt
24-369	1222 Glourie	HV-24-020M	HVAC Cover	PASS	9/13/24	SafeBuilt
24-370	1117 Guinea	HV-24-037B	Hurricane Clip	PASS	9/13/24	SafeBuilt
24-371	1118 Glourie	HV-23-100E	Electrical Cover	PASS	9/18/24	SafeBuilt
24-372	1118 Glourie	HV-23-100E	underground	PASS	9/18/24	SafeBuilt
24-373	1118 Glourie	HV-23-100E	Meter Release	PASS	9/18/24	SafeBuilt
24-374	1222 Glourie	HV-24-020B	Frame	PASS	9/18/24	SafeBuilt
24-375	1226 Glourie	HV-23-043SPP	Plumbing Final - Pool	PASS	9/18/24	SafeBuilt
24-376	1211 Wirt Road	HV-24-086GE	Generator - Meter Release	PASS	9/18/24	SafeBuilt
24-377	1118 Glourie	HV-23-100B	Pour Back - Plumbing	PASS	9/19/24	SafeBuilt
24-378	1242 Ridgeley	HV-23-022SP	Pool - Plumbing Final	PASS	9/23/24	SafeBuilt
24-379	8210 Burkhart Rd	HV-24-079DEMO	Pool Demo Final	PASS	9/23/24	SafeBuilt
24-380	1226 Glouire	HV-23-043T	artificial turf - base layer	PASS	9/24/24	SafeBuilt
24-381	1118 Glouire	HV-23-100B	Frame	CANCELLED	9/24/24	SafeBuilt
24-382	1118 Glouire	HV-23-100B	Frame	FAIL	9/25/24	SafeBuilt
24-383	1117 Guinea	HV-24-037B	Nail Pattern	PASS	9/25/24	SafeBuilt
24-384	1240 Archley Dr	HV-24-087R	Roof Final	CANCELLED	9/24/25	SafeBuilt
24-385	1326 Ridgeley Dr	HV-24-083DEMO	Demo Final	PASS	9/26/24	SafeBuilt
24-386	8005 Anadell St	HV-22-091B	Form - Backyard Patio	PASS	9/26/24	SafeBuilt
24-387	1240 Archley Dr	HV-24-087R	Roof Final	PASS	9/26/24	SafeBuilt
24-388	1321 Wirt	HV-23-087R	Roof Final	PASS	9/26/24	SafeBuilt
24-389	8002 Anadell	HV-24-008F	Fence Final	PASS	9/26/24	SafeBuilt
24-390	1202 Ridgeley	HV-24-052R	Roof Final	PASS	9/26/24	SafeBuilt
24-391	1118 Glourie	HV-23-100B	Frame	PASS	9/27/24	SafeBuilt
24-392	1236 Archley	HV-23-080E	Electrical - Ditch Cover	PASS	9/27/24	SafeBuilt

Inspections	
Cancelled	2
Consultation	0
Failed	1
Pass	35
<b>Total</b>	<b>38</b>

City of Hilshire Village  
Call Log

Date Notified	Message	Address of Concern	Action	Results	Date Resolved
8/1/24	asking about status of street light repair end of Burkhart is out	8210 Burkhart	Light was reported, possible wiring issues.		
8/13/24	Tree fell on sewer line during storm and shifted the pipe. Owner asked for Inframark to go out and inspect	1302 Pine Chase	Inframark technician scheduled to make assessment 8/14/24	Cleanout is in right-of-way and City's responsibility, repairs have been scheduled for week of 10/14.	
8/13/24	Street light out and hanging wires. Pole #297579	8209 Burkhart	Reported to Centerpoint 8/13/24		
8/28/24	Tree limb from the storm is hanging on the wires. CenterPoint was out to inspect and said it was a communication line.	1229 Ridgeley Drive	Sent notice to AT&T & Comcast to investigate.		
8/28/24	Communication wire has been hanging since Hurricane Beryl, has not had success with AT&T or Comcast response.	1306 Glourie Dr	Received photos of wire from homeowner and forwarded to AT&T and Comcast reps for assessment.		
9/17/2024	Street light still out, hanging wires since storms. Pole #297574	1240 Archley	Reported again to CenterPoint.		
10/10/24	Sign in yard advertising interior design, against ordinance as there is no permit issued.	1307 Pine Chase Drive	Contacted the contractor to remove the sign, also sent sign specifications for when the permit is issued.		
10/10/24	Stacked cut logs in the right of way	1322 Pine Chase Drive	Contacted homeowner.	Received response that they were waiting for Harris County Precinct 3 to collect. Advised that we were told those collections ended in early August and to keep us informed of the removal of the logs.	
10/11/24	Multiple vehicles parked overnight on the street without permits.	Ridgeley Drive cul-de-sac	Sent message and photo from caller to SVVPD to monitor and ensure that the overnight street parking ordinance is being enforced.		
10/11/24	Someone drove through the barricade where an asphalt patch was curing and tracked debris onto the circular driveway.	Guinea @ Burkhart	Contacted the contractor who will take a look at the driveway.		



# Fiscal Year 2024 Report

## CITY SECRETARY

---

### 1. Elections and Voter Engagement:

- The City canceled the General Election scheduled for 5/4/2024, as all candidates were unopposed. The next General Election is set for 5/3/2025.
- By 10/1/2024, 23 of the approximately 682 registered voters had submitted their applications for Ballots by Mail.

### 2. City Council and Governance:

- The City successfully held all 12 monthly meetings with a quorum present.
- Notable ordinances passed include:
  - Public tree care regulations alongside the creation of a Tree Board.
  - Extension of the No Parking Zone on Ridgeley Drive for pedestrian safety.
  - Repeal of the juvenile curfew in response to House Bill 1819.
  - New utility rates to address increased city costs.

### 3. Public Records and Compliance:

- The City processed around 55 open records requests, all completed within the standard 10-day response period.
- Public Notices were issued for:
  1. A Public Hearing on the Spring Branch Food Pantry Expansion.
  2. A variance request for 1326 Ridgeley Drive.
  3. Notice of Intent to issue the Certificate of Obligation 2024 Debt Series.

### 4. Ordinance and Code Enforcement:

- The City issued 3 fines and 15 warnings related to job site maintenance violations, with remediation achieved within 7 days for the warnings.
- Discussion began with the building official to enhance enforcement of all ordinances, including non-permitted activities. These changes are slated for review and potential contract amendments in the 2025 fiscal year.

### 5. Citizen Engagement and Community Involvement:

- The City participated in the 7th annual Memorial Villages Recycling Event in October, where over 80 pounds of medication were safely destroyed, 5,120 pounds of electronic waste were properly recycled, nearly 5 tons of paper were securely shredded, 75 trees were given away, and a truckload of donated household items was sent to Memorial Area Ministries. Preparations for the 8<sup>th</sup> annual event on 10/26/2024 are underway.

- The City held its first Arbor Day on 11/3/2023, distributing over 150 free trees to residents and churches, and the City has been officially recognized as a Tree City USA. Preparations for the second tree giveaway on 11/1/2024 are underway.
- The City continues to see typically low attendance both in-person and virtually at City Council meetings, which is a common trend in local government settings. Efforts have been made to increase awareness and participation, such as enhancing the design of email meeting notices to better capture residents' attention.

**6. Document and Recordkeeping Improvements:**

- The City is transitioning to digital recordkeeping, retaining permanent records in compliance with the Texas State Libraries and Archives Commission (TSLAC) retention schedule.

**7. Public Communications and Website Updates:**

- The City launched a new volunteer page and enhanced the layout for finding budget and tax rate information, ensuring compliance with the Texas Tax Code.
- Citizen engagement through mass email notifications has increased, and the Spring Valley Police Department implemented an SMS and email alert system for emergencies.

**8. Unexpected Challenges**

- June 2024 Derecho: Severe windstorms caused widespread power outages, significant infrastructure damage, and extensive tree loss. The City collaborated with local tree contractors, the Village Fire Department, and Spring Valley Village Police to ensure roadways were cleared and unsafe areas were blocked off. Additionally, Harris County coordinated debris cleanup efforts after the storm.
- August 2024 Hurricane Beryl: Although the City avoided flooding, heavy rains and flooding warnings were issued. The City again coordinated debris cleanup with Harris County and enhanced communication with CenterPoint regarding electrical infrastructure repairs and restoration.
- These events highlighted the importance of continued investment in infrastructure, particularly the City's open ditch drainage system.

City of Hilshire Village  
Fiscal Year 2024-2025 Budget

		Budgeted	Q4	Projected
		9/30/2024	as of 9/30/24	Final
Type	Account # Account Description			
Gen Fund	Income 41000 Metro - Revenue	103,000.00	103,000.00	103,000.00
	Income 42100 Property Taxes - Current	1,380,414.00	1,356,044.27	1,356,044.27
	Income 42101 Property Taxes-Debt-Current	360,682.00	354,544.78	354,544.78
	Income 42200 Property Taxes - Delinquent	-	6,860.80	6,860.80
	Income 42201 Property tax-debt-delinquent	-	2,243.21	2,243.21
	Income 42500 Garbage Income	-	74,727.89	89,708.51
	Income 43000 Franchise tax	50,000.00	52,399.95	52,399.95
	Income 44000 City Sales Tax	60,000.00	92,798.61	92,798.61
	Income 46100 Int. Income-Gen funds	30,000.00	90,789.24	90,789.24
	Income 46500 Int. Income-Metro1	-	28,502.78	28,502.78
	Income 46700 Int. Income-Taxes	4,000.00	5,496.40	5,496.40
	Income 46800 Int. Income-Debt Taxes	-	1,167.15	1,167.15
	Income 47000 Sales Tax Discount Income	-	18.41	18.41
	Income 47100 Building Permits	-	124,908.15	124,908.15
	Income 47102 Plan Check for Construction	-	21,936.75	21,936.75
	Income 47105 Plan check for Drainage	-	9,200.00	9,200.00
	Income 47200 Pet Permits	-	65.00	65.00
	Income 47201 Alarm Permits and Misc. Fees	1,500.00	1,620.00	1,620.00
	Income 48100 Other Income	4,000.00	25.00	25.00
	Income 48200 Court Fees	5,000.00	11,323.89	11,323.89
	Income 48300 Ambulance Income	-	4,534.84	4,534.84
	Income 48400 Child Safety Income	900.00	878.68	878.68
<b>General Fund Revenue</b>		<b>1,999,496.00</b>	<b>2,343,085.80</b>	<b>2,358,066.42</b>



City of Hilshire Village  
Fiscal Year 2024-2025 Budget

Type	Account #	Account Description	Budgeted 9/30/2024	Q4 as of 9/30/24	Projected Final
Gen Fund	Expenses	51500 Police Protection/Court	669,725.00	588,803.28	588,803.28
	Expenses	51600 Police - Council Meetings	3,200.00	2,400.00	2,400.00
	Expenses	51700 Police Cameras	15,000.00	10,068.49	10,068.49
	Expenses	52000 Fire Protection	297,405.00	289,746.92	289,746.92
	Expenses	52500 Trash Service	90,904.00	84,051.24	84,051.24
	Expenses	53000 Metro Funded Misc.	20,000.00	-	-
	Expenses	53002 Metro-Ditch Cleaning	30,000.00	-	-
	Expenses	53004 Metro-Point Repairs on Asphalt	20,000.00	43,642.50	43,642.50
	Expenses	53220 Disaster Recovery City Hall	-	550.00	550.00
	Expenses	53221 Disaster Recovery Debris Mgt	-	27,625.00	27,625.00
	Expenses	53222 Drainage Ravine Management	-	6,800.00	6,800.00
	Expenses	53400 Mosquito Spraying	3,500.00	2,480.40	2,480.40
	Expenses	53500 Street Lights	6,500.00	4,099.19	5,182.19
	Expenses	53600 Street Signs	2,000.00	1,320.50	1,320.50
	Expenses	54000 Tax Collection Fees	15,000.00	16,041.00	16,041.00
	Expenses	54300 Wages,Taxes	120,805.23	125,055.94	125,055.94
	Expenses	54410 FICA Tax	7,490.00	7,067.90	7,067.90
	Expenses	54415 Medicare Tax	1,752.00	1,652.94	1,652.94
	Expenses	54420 SUTA Tax	1,161.00	297.51	297.51
	Expenses	54424 Medical & Life Insurance	51,255.64	33,159.12	33,159.12
	Expenses	54425 Retirement	7,130.53	6,802.75	6,802.75
	Expenses	54520 Audit Fees	20,085.00	20,085.00	20,085.00
	Expenses	54540 Legal Fees	23,000.00	20,502.50	20,502.50
	Expenses	54545 Legal Fees - Zoning	-	-	-
	Expenses	55000 Bldg.Permit Administration	38,000.00	33,000.00	33,000.00
	Expenses	55100 Code Enforcement	-	-	-
	Expenses	55300 Utility Locate	12,000.00	4,461.50	4,461.50
	Expenses	55501 Inspection- Arborist	2,000.00	1,120.00	1,120.00
	Expenses	55600 Generator Maintenance	1,400.00	10,202.82	10,202.82
	Expenses	56000 Board of Adjustment	3,500.00	-	-
	Expenses	56510 Insurance	7,500.00	6,858.52	6,858.52
	Expenses	56515 Education	2,500.00	4,015.27	4,015.27
	Expenses	56516 City Hall Upgrades	2,500.00	18,938.60	18,938.60
	Expenses	56519 City Hall Exterior	2,500.00	583.34	583.34
	Expenses	56520 City Hall Operations	20,000.00	19,458.80	19,478.80
	Expenses	56521 City Hall Maintenance	8,000.00	5,523.80	5,523.80
	Expenses	56522 Website Development	-	-	-
	Expenses	56523 Web Hosting & Maintenance	1,700.00	1,650.00	1,650.00
	Expenses	56525 Bank Charges	3,000.00	3,270.21	3,270.21
	Expenses	56526 Dues	2,500.00	2,652.52	2,652.52
	Expenses	56530 Public Notices	5,000.00	723.04	723.04
	Expenses	56540 Office Supplies	4,000.00	2,910.00	3,560.00
	Expenses	56541 Election/Voting Machine Rent	2,500.00	180.00	180.00
	Expenses	56545 City Hall Equipment/Furnishing	15,000.00	15,347.19	15,347.19
	Expenses	56550 Miscellaneous	5,000.00	2,038.50	2,038.50
	Expenses	56551 Mayor/Council/Administrator	3,000.00	2,838.27	2,838.27
	Expenses	56560 Codification	4,000.00	3,834.40	3,834.40
	Expenses	56579 Memorial Villages Event- Recyl	600.00	405.95	405.95
	Expenses	56581 Books for Library	250.00	250.00	250.00
	Expenses	56583 Engineering Plan Checking	48,000.00	38,785.09	45,785.09
	Expenses	56585 Non-Metro Engineering Services	50,000.00	37,270.78	40,270.78
	Expenses	57000 Principal Tax Ant. Note	350,000.00	350,000.00	350,000.00
	Expenses	57500 Tax Ant. Note Interest	10,682.00	10,532.36	10,532.36
<b>General Fund Expenses</b>			<b>2,011,045.40</b>	<b>1,869,103.14</b>	<b>1,880,856.14</b>
<b>General Fund Net Income</b>				<b>473,982.66</b>	<b>477,210.28</b>

City of Hilshire Village  
Fiscal Year 2024-2025 Budget

Type	Account #	Account Description	Budgeted 9/30/2024	Q4 as of 9/30/24	Projected Final
Utility Fund	Income	45000 Water Revenues	436,016.00	316,557.72	392,428.79
	Income	45001 Sewer Revenues	169,674.00	139,197.38	167,212.36
	Income	45002 Maintenance Revenue	42,360.00	35,772.21	42,996.56
	Income	45003 Garbage		0.02	-
	Income	45004 Sales Tax - Garbage		-	-
	Income	45008 Utility Services Income	1,500.00	1,800.04	2,030.04
	Income	45009 Meter Installation	2,000.00	670.83	670.83
	Income	45040 Interest	-	6,353.33	6,353.33
	Income	45060 Interest-Utility Billing	2,500.00	6,399.82	8,104.06
<b>Utility Fund Revenue</b>			<b>654,050.00</b>	<b>506,751.35</b>	<b>619,795.97</b>
Utility Fund	Expenses	51001 City Water Supply (COH)	303,495.00	214,865.83	239,667.99
	Expenses	51002 Wastewater Disposal (COH)	117,840.00	92,092.73	102,892.73
	Expenses	51003 Utilities -Lift Station	6,000.00	7,867.54	7,867.54
	Expenses	55030 Bank Charges		65.00	65.00
	Expenses	55501 Repairs to Water Lines	50,000.00	44,735.24	44,735.24
	Expenses	55502 Repairs to Sewer Lines	20,000.00	527.47	527.47
	Expenses	55504 Repairs to Lift Station	15,000.00	9,777.79	9,777.79
	Expenses	55505 Meter Replacement	8,519.00	440.64	440.64
	Expenses	55507 New Construction Meter Install	10,000.00	3,683.89	3,683.89
	Expenses	55508 Utility Line Locator Services	7,000.00	5,360.48	5,360.48
	Expenses	55560 HCFC - tceq	395.00	395.38	395.38
	Expenses	55562 Legal	500.00	-	-
	Expenses	55563 TCEQ-Engineering	2,000.00	-	-
	Expenses	56000 Meter Reader		-	-
	Expenses	56001 Water Quality Testing	90,150.00	90,013.60	90,013.60
	Expenses	56002 Utility Billing Costs	10,800.00	10,926.70	10,926.70
	Expenses	56003 Office Supplies & Postage	600.00	-	-
	Expenses	58000 Miscellaneous- Contingency	5,000.00	-	-
	Expenses	60000 Utility Engr. On-Call Services	5,000.00	1,544.67	1,544.67
<b>Utility Fund Expenses</b>			<b>652,299.00</b>	<b>482,296.96</b>	<b>517,899.12</b>
<b>Utility Fund Net Income</b>				<b>24,454.39</b>	<b>101,896.85</b>



# Fiscal Year 2024 Report

## CITY TREASURER

---

### 1. Annual Budget Performance

- The city performed well throughout the year despite unexpected costs for debris removal following two summer storms. While inter-budgetary transfers will be necessary to cover these and other minor overages, sufficient savings from other expense categories will offset these costs.
- The Utility Fund brought in and spent less than anticipated. Some fund balances will be transferred to the next fiscal year to cover incomplete projects such as the TCEQ MS4 stormwater management update for regulatory compliance and the replacement of aging water meters to improve operational efficiency and accuracy in billing.
- None of the accounts experienced a deficit, meaning that actual expenditures remained within or below the allocated budget for each fund.

### 2. Revenue Collection

- The City received approximately \$30,000 less than anticipated in property taxes; however, revenue from all other sources exceeded budgeted amounts, resulting in an estimated General Fund combined balance of \$3,285,667. This is an increase from the previous year's balance of \$2,578,128.
- One final month of property tax distribution is still pending, but since the amount to be collected is uncertain, the fiscal year estimate is based solely on the property taxes collected so far.
- The Utility Fund generated approximately \$34,000 less than budgeted, primarily due to a shortfall in water revenue. This was only partially offset by higher-than-expected revenue from billing fees.

### 3. Expenditure Summary

- General Fund expenditures were approximately \$108,705 less than anticipated. Over-budgeted items include police services, ditch cleaning (to be carried forward to next year), miscellaneous METRO, medical insurance, utility locates, and engineering costs.
- Utility Fund expenses came in \$63,000 below budget, with sewer repairs costing \$15,000 less than expected. Other over-budgeted items included contingency expenses, repairs, and meter upgrades.

### 4. Debt Management

- The City made the final payment on the 2014 Debt Series and is on track to complete the 2018 Debt Series by March 2025.
- This positions the City to take on new debt for upcoming capital projects over the next 5-10 years. The 2024 Debt Series is scheduled to be sold in fiscal year 2025.

**5. Grant Management and Special Funds**

- The City allocated the remainder of its State and Local Fiscal Relief Funds to the Capital Infrastructure Project on Hilshire Green. These funds, totaling less than \$50,000, must be obligated by December 31, 2024, and spent by December 31, 2026.

**6. Investment Portfolio**

- The City opened TexPool accounts for the Utility Fund and the Cultural Education Finance Facilities Corporation this year. Across its six TexPool investment accounts, the City earned \$127,794.40 in interest during the fiscal year.



# Regular Council Meeting Minutes

Tuesday, September 17, 2024 at 6:30 PM  
8301 Westview Drive, Houston, Texas 77055

---

**1. CALL TO ORDER** Mayor Buesinger called the meeting to order at 6:34 PM.

- 1.A. Invocation was given by Mayor Buesinger
- 1.B. Pledge of Allegiance
- 1.C. PRESENT  
Mayor Bob Buesinger  
Council Member Mike Gordy  
Council Member Justin Crawford  
Mayor Pro Tem Andy Carey  
Council Member Mark Huber  
Council Member Kristi Cooper

Also Present Were: City Attorney Bailey (Olson & Olson), City Engineers Him, and Moylan (HDR Engineering), Spring Valley Captain Menchaca and Sergeant Spriggs, Deputy Chief Witt (VFD), City Secretary Stephens, and City Clerk Ray.

**2. CITIZEN'S COMMENTS**

None.

**3. REPORTS TO COUNCIL**

- 3.A. Spring Valley Police Report:** In August, there were 1105 calls for service 931 were business checks, 4 were public relations, and 32 traffic stops that resulted in 48 violations. The previous evening between the hours of 1:30 AM there was a stolen vehicle. The car was found on the 8700 block of Hammerly. Further investigation showed that the vehicle's key fob was left in the car. Officer Menchaca reminded Council and the public to always secure their vehicles and remove any visible belongings.
- 3.B. Fire Commissioner's Report:** The fire medic position remains unfilled, though it is the only available position, and they hope to fill it soon. Two fire medics are currently out due to injury, and one dispatcher is on medical leave. The candidate for the new administrator position will start on October 7th.  
A fire occurred on Kentwood, and the cause is under investigation. There was a fatality involving a motorcyclist and a vehicle on Memorial Drive. In August, there were 9 incidents in Hilshire Village: 5 fire-related and 4 EMS calls, with an average response time of 5 minutes and 17 seconds. The roof project at the fire station is set to begin this week and is expected to take approximately 3 weeks to complete.

Starlink internet has been installed and is operational, with cable remaining the primary service and satellite serving as a backup.

### 3.C. City Engineer's Report

Engineer Him reported that residential drainage plan reviews are proceeding as usual. However, work was completed without a permit at Friarcreek. He mentioned discussing the neighbor's concerns and that an additional meeting will be arranged between the property owners.

**Ditch Maintenance and Regrading at Friarcreek and 1209 Pine Chase Drive:** A quote was received from the Buyboard company, Gordian, for the ditch maintenance and regrading project. The initial proposal was significantly higher than budgeted, prompting a request for a revised quote. Engineer Him mentioned that two additional quotes have also been requested. Regarding the drainage easement improvements at Friarcreek, Engineer Peterson met with Mr. Archer, who expressed concerns about potential erosion under the retaining wall. HDR is coordinating with HCFCD about possible improvements that may encroach on the right of way. At 1209 Pine Chase, the recommendation is to install a headwall at the entrance of the two outfalls and regrade the ditch. The two pipes near the outfall have been damaged by lawn maintenance, and there is slope paving that is detaching, necessitating removal and replacement. HDR is working on exhibits for this project to present to the Council.

**Hilshire Green:** A public workshop meeting was held on August 15th with resident stakeholders regarding the Hilshire Green Paving and Improvement project. The main feedback was to add additional inlets, which the HDR team has redlined in the proposed improvements. The anticipated project timeline aims to minimize resident impact during the holidays, with a projected start date of January 2025. A tree protection plan is being prepared by the Urban Forester and is expected to be completed this week.

**Lead Service Line Inventory:** The lead service line inventory has been finalized by RJN. With assistance from City Staff and Inframark, the remaining 12 meters have been located. Engineer Him has requested his team to provide a GIS exhibit map showing the meter locations and data findings to determine if there are any copper or lead service lines.

**Street Paving Projects:** The street paving and point repairs are complete; however, subsequent inspections revealed that the asphalt at the intersection of Guinea and Burkhart is unraveling. HDR has coordinated with the contractor to take corrective action, including resurfacing and applying a seal coat. The contractor acknowledges that these repairs are corrective actions and remain under warranty for one year. HDR has requested the contractor return in 9 months to review all three repairs to ensure no additional deficiencies exist during the warranty period.

**MS4 Compliance:** HDR received a letter from TCEQ outlining the MS4 compliance requirements, with a deadline of February 11, 2025. Aaron Crowley, HDR Engineering, will collaborate with City Staff to gather the necessary information to prepare the application before the deadline.

**Water Meter Vault at Hickory Shadows:** As part of the City of Houston's CIP project two years ago, the compound meter at Hickory Shadows was replaced with a mag meter, which provides less resistance and pressure loss. A reevaluation of the meter vault found no issues except with the hatch. Engineer Him will contact the City of Houston to request that the hatch lid be locked for safety. He also recommends abandoning another meter that serviced the old City Hall location off Hwy I-10, after confirming that the irrigation is not metered. If the lines at Hickory Shadows are replaced, he suggests removing the 6" service line and replacing it with a 1½" or 2" line for the irrigation system.

**Wirt Road Safety Project:** Precinct 3 of Harris County will provide construction observation management oversight and the contractor for the work. The 70% package was submitted, and the City of Houston provided comments on September 12th. Engineer Him will coordinate with the Urban Forester to address additional comments concerning the trees. He noted that about six trees need to be removed, with significant concern for the larger, more mature trees in Hilshire Village. Paperwork has been submitted to the School of Woods to dedicate the easement. Once received, the 100% submittal will be sent for approval, and construction will begin upon approval.

**Pine Chase Grove Water Meter:** A public meeting was held on September 9th for stakeholders. The City of Houston will relocate the meter control panels to the rear near the brick wall, install corner bumpers for safety, lock the hatch, and paint the vaults. The previous erosion issue was due to the operator flushing from the backflow preventer when low disinfection residuals were detected. HDR now proposes a concrete splash pad to prevent further erosion and no longer recommends a steel plate to redirect water. After discussions with neighbors, a low-profile fence is requested instead of landscaping to conceal the backflow preventer. Landscaping is proposed between the vaults, with Engineer Him recommending landscaping on the fronts and sides while keeping the back exposed for access. He also suggested using rubber mulch between the vaults. Council Member Carey expressed concerns about the maintenance of the mulch. Council Member Gordy noted the absence of a current power source for irrigation and requested exploration of solar energy options. An existing hose bib will not be relocated. Council Member Huber suggested artificial turf as a solution. Council Member Gordy also requested information on the grade outside the fence, to which Engineer Him responded that HDR would assess the elevation.

**3.D. Building Official's Report:** Secretary Stephens reported that a new home was completed as well as a swimming pool project within the last month. For the month of August, there were 24 permits issued, 54 inspections, 5 of which failed. She said that the number of applications for a standby generator has increased since Hurricane Beryl, and advised to check with the city before purchasing and scheduling a generator installation as there is a delay with CenterPoint releasing gas permits.

**3.E. Mayor Buesinger's Report:** Mayor Buesinger said a briefing was held for the Cities of Harris County about the World Cup Soccer matches that will be coming to

Houston in June and July of 2026. Harris County is already coordinating for the events with local and federal agencies. Logistics for housing and feeding of additional police and security are all underway. These events will last 45 days and it will be the longest event Houston has held.

**3.F. City Secretary's Report:**

Secretary Stephens reported that the call log for the past few weeks was relatively short, with a few remaining issues from recent storms, such as low-hanging communication wires.

The Tree Board is scheduled to meet this Thursday, although only one member is available. Clerk Ray will lead the meeting and follow up with the other members regarding orientation details.

Secretary Stephens informed Council that property owners were contacted about dedicating an easement for a new streetlight and the pole. One owner expressed that they would prefer not to participate if given the choice, while others did not respond. The Council requested the addresses of the properties to attempt further outreach, emphasizing the importance of the easement for public safety and the overall well-being of the community.

**3.G. City Treasurer's Report:** Secretary Stephens reported that the City is on track to receive its first-ever rating from Standard & Poor's for the 2024 Debt Series. She mentioned that the questions for the upcoming call on September 24th have been received, and she is preparing the necessary information for the Mayor Buesinger.

**4. CONSENT AGENDA**

Motion made by Council Member Gordy, Seconded by Mayor Pro Tem Carey.

- 4.A. Approve Disbursements
- 4.B. Approve Minutes from the Regular Council Meeting August 20, 2024
- 4.C. Approve August 2024 Check Registers
- 4.D. Approve Resolution 2024-267 Ratifying City Hall A/C Expense
- 4.E. Approve a proclamation recognizing October as Domestic Violence Awareness Month.
- 4.F. Approve a proclamation recognizing National Night Out to be held October 1, 2024, location to be determined.
- 4.G. Approve a proclamation recognizing World Teacher Day as October 5, 2024.
- 4.H. Approve a proclamation recognizing Halloween Night to be held October 31, 2024, on Archley Drive.

The motion was amended to include the location of National Night Out to be Mallie Court, the proclamation will be updated accordingly.

Voting Yea to the amended motion: Council Member Gordy, Council Member Crawford, Mayor Pro Tem Carey, Council Member Huber, Council Member Cooper

The motion carried 5-0.

**5. DISCUSSION**



**5.A. Public Hearing on the Proposed Annual Budget for the Fiscal Year Ending 2025.**

The audience had no comments or questions.

**6. DISCUSSION AND POSSIBLE ACTION**

**6.A. Discussion and possible approval of Ordinance Number 840-2024 amending Appendix “A” Fee Schedule of the Code of Ordinances of the City of Hilshire Village, Texas by deleting section 7.200 and replacing with a new section 7.200 establishing new water and trash rates.**

Motion made by Council Member Crawford, Seconded by Council Member Gordy.

Voting Yea: Council Member Gordy, Council Member Crawford, Mayor Pro Tem Carey, Council Member Huber, Council Member Cooper

The motion carried 5-0.

**6.B. Discussion and possible approval of Ordinance Number 841-2024 adopting the City of Hilshire Village, Texas General Budget for the Fiscal Year Ending 2024 in accordance with Section 102.007(c) of the Local Government Code.**

**This budget reflects an increase in revenue from property taxes over last year's budget by an amount of \$34,222, which is a 1.89 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$41,286.**

Motion made by Council Member Cooper, Seconded by Council Member Huber.

Voting Yea: Council Member Gordy, Council Member Crawford, Mayor Pro Tem Carey, Council Member Huber, Council Member Cooper

The motion carried 5-0.

**6.C. Discussion and possible approval of a component of the tax rate in the amount of \$0.112531/100 for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City for the 2024 tax year. (Roll Call Vote)**

Motion made by Council Member Crawford, Seconded by Council Member Huber.

Roll Call Vote:

Council Member Gordy	Aye
Council Member Crawford	Aye
Mayor Pro Tem Carey	Aye
Council Member Huber	Aye
Council Member Cooper	Aye

The motion carried 5-0.

**6.D. Discussion and possible approval of a component of the tax rate in the amount of \$0.438454/100 to fund the City's maintenance and operation expenditures for the 2024 tax year. (Roll Call Vote)**

Motion made by Council Member Gordy, Seconded by Council Member Crawford.

Roll Call Vote:

Council Member Gordy	Aye
Council Member Crawford	Aye
Mayor Pro Tem Carey	Aye
Council Member Huber	Aye
Council Member Cooper	Aye

The motion carried 5-0.

**6.E. Discussion and Possible Approval of the City of Hilshire Village Ordinance Number 842-2024 providing for the Levy and Collection of Ad Valorem Taxes for the Year 2024.**

Motion made by Council Member Huber, Seconded by Council Member Cooper.

Voting Yea: Council Member Gordy, Council Member Crawford, Mayor Pro Tem Carey, Council Member Huber, Council Member Cooper

The motion carried unanimously.

**7. DISCUSSION AND POSSIBLE ACTION**

**7.A. Discussion and possible approval of finance policy.**

Motion made by Mayor Pro Tem Carey, Seconded by Council Member Crawford.

Council discussed the purpose of the policy, noting that it formalizes actions and processes the city staff are already following. Secretary Stephens explained that while there are separate policies for debt and investments, this policy addresses day-to-day operations, emphasizing caution and sound fiscal practices. She highlighted that one unique aspect of this policy, compared to other cities, is Hilshire Village's need for a higher level of cash reserves due to its reliance on property taxes, which can fluctuate and be unpredictable, unlike other cities that benefit from sales tax revenue.

Council members raised concerns about the procurement section, requesting more specific language that mandates contract reviews every three years, excluding professional services, which are handled differently. Secretary Stephens agreed to review and revise the policy to ensure it is comprehensive and clear, particularly in the procurement section.

The Council did not take a vote but provided guidance on suggested amendments for further consideration.

**7.B. Discussion and possible direction to staff regarding the City of Hilshire Village Hazard Mitigation and Disaster Response Policy**

Motion made by Mayor Pro Tem Carey, Seconded by Council Member Crawford.

Council reviewed the Village Fire Department Mayor's Emergency Management Guide and the Harris County Hazard Mitigation Interlocal Agreement and Action Plan. Secretary Stephens noted that she has personally implemented several steps from the VFD Guide, confirming its effectiveness. She also mentioned that the City is required to provide annual updates to Harris County on its mitigation and prevention projects as part of the county-wide Mitigation Plan.

Secretary Stephens suggested that if Hilshire Village were to draft a disaster response policy for its small staff of two, it would primarily include a provision for issuing a post-disaster report while referring to the existing plans and action items from the VFD Guide and the county's Action Plan for disaster response procedures.

The Council did not take any action, and no vote was held.

**7.C. Discussion and possible approval to vote in the election of the Region 14 Director of the Texas Municipal League Board of Directors.**

Motion made by Council Member Gordy, Seconded by Council Member Crawford.

Council discussed the candidates and, finding no strong preference or reason to support or oppose any of them, decided to abstain from casting a vote.

**7.D. Discussion and possible approval to vote in the election of Places 11 through 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool.**

Motion made by Council Member Gordy, Seconded by Council Member Crawford.

Council discussed the candidates and, finding no compelling reason to support or oppose any of the candidates for the positions on the ballot, chose to abstain from voting in all races.

**8. FUTURE AGENDA TOPICS:** Mayor Buesinger recapped exploring landscaping and barrier options for the Pine Chase Grove Meter Vault Area and revisiting the Finance Policy.

**9. ADJOURNMENT**

Motion made by Council Member Cooper, Seconded by Mayor Pro Tem Carey.

Voting Yea: Council Member Gordy, Council Member Crawford, Mayor Pro Tem Carey, Council Member Huber, Council Member Cooper

The motion carried 5-0.

**Mayor Buesinger adjourned the meeting at 8:17 PM.**

---

Robert F. Buesinger, Mayor

ATTEST:

---

Cassie Stephens, City Secretary

**A PROCLAMATION OF  
THE CITY OF HILSHIRE VILLAGE, TEXAS  
IN RECOGNITION OF ARBOR DAY**

*WHEREAS, trees are a vital part of our natural environment, providing beauty, shade, and protection to our communities, while improving the quality of the air we breathe and the water we drink; and*

*WHEREAS, trees significantly reduce energy costs by providing cooling shade, increase property values, and offer essential habitat for wildlife, contributing to the biodiversity of our state; and*

*WHEREAS, Texas Arbor Day is a time-honored tradition, observed on the first Friday in November, encouraging citizens throughout the Lone Star State to plant, nurture, and celebrate trees for their contribution to our quality of life; and*

*WHEREAS, tree planting and proper tree care are investments in the future, fostering healthier communities, reducing urban heat islands, and combating the adverse effects of climate change; and*

*WHEREAS, community efforts to preserve and expand urban tree canopies promote civic pride, enhance the aesthetic appeal of our neighborhoods, and provide a legacy of natural beauty for future generations; and*

*WHEREAS, the City of Hilshire Village is committed to enhancing and protecting its urban forest, and encourages citizens to participate in Texas Arbor Day by planting trees, engaging in conservation efforts, and learning more about the value of trees in their daily lives;*

*NOW, THEREFORE, I, Mayor of the City of Hilshire Village, along with the City Council, do hereby proclaim Friday, November 1, 2024, as TEXAS ARBOR DAY in Hilshire Village, and urge all citizens to join us in celebrating this day by participating in local tree-planting events and other Arbor Day activities that benefit our community and our environment.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Hilshire Village to be affixed this 15th day of October, 2024.*

\_\_\_\_\_  
Robert F. Buesinger, Mayor

ATTEST:

\_\_\_\_\_  
Cassie Stephens, City Secretary



# VILLAGE FIRE DEPARTMENT



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

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

## Budget Amendment 2024-01

To: Gerardo Barrera City of Bunker Hill Village  
Wendy Baimbridge City of Hedwig Village  
Cassie Stephens City of Hilshire Village  
Tom Fullen City of Hunters Creek Village  
Bobby Pennington City of Piney Point Village  
John McDonald City of Spring Valley Village  
Cc: Board of Commissioners & Alternates Village Fire Department  
From: Katherine Stuart Village Fire Department  
Date: September 26, 2024  
Re: Budget Amendment 2024-01 Budget

---

During the regular monthly Village Fire Department Board Meeting on September 25, 2024, the Village Fire Department Board of Commissioners unanimously approved the intra-budgetary transfers listed below and request Budget Amendment 2024-01 be considered at your next council meeting. The proposed amendment will NOT result in additional assessments.

Please put this budget amendment on our agenda for consideration and advise us on your council's action in writing.

Thank you,

Katheirne Stuart

Attached: Proposed Budget Amendment 2024-01

Proposed Budget Amendment 2024-01

Listed below are the specific line items proposed to be amended. The proposed amendment will NOT result in additional assessments.

Line Items for BA 2024-01	2024 Line Item Amounts- Approved	BA 2024-01	2024 Line Item Amounts- Amended
Misc. Tools & Equipment - FIRE	32,375.00	6,000.00	38,375.00
Base Pay/Salaries	5,542,285.00	(63,680.00)	5,478,605.00
Higher Class	18,540.00	19,000.00	37,540.00
Overtime - REGULAR	206,000.00	90,000.00	296,000.00
Overtime - TRAINING	45,320.00	(45,320.00)	0.00
Professional Certification	57,000.00	9,000.00	66,000.00
FICA	454,512.98	700.00	455,212.98
Retirement - TMRS	402,809.12	700.00	403,509.12
Health Insurance	1,246,876.09	(120,642.73)	1,126,233.36
Internet, Phones, & TV - Comcast	19,800.00	3,500.00	23,300.00
Mobile Device Services	4,066.80	4,500.00	8,566.80
Communications - Motorola 47 & NICE	43,000.00	(1,100.00)	41,900.00
Incident Records & CAD - Propheonix	24,000.00	1,300.00	25,300.00
EMS Protocol App - Handtevy	2,300.00	4,000.00	6,300.00
Training Software & Vehicle Checks - Vector Solutions	7,000.00	1,100.00	8,100.00
Dispatch Alerting System - US Designs	7,921.05	3,078.95	11,000.00
Law Enforcement Equipment	2,850.00	300.00	3,150.00
Property & Casualty Insurance	72,306.32	18,491.18	90,797.50
Office Supplies	8,000.00	(3,500.00)	4,500.00
Accounting Services	0.00	66,000.00	66,000.00
Legal Services	36,000.00	10,000.00	46,000.00
Legal Notices & Advertising	3,000.00	572.60	3,572.60
Dispatch Training & Certification Fees	0.00	2,000.00	2,000.00
Emergency Contingency	20,000.00	(6,000.00)	14,000.00
<b>TOTAL</b>		<b>0.00</b>	

The proposed amendment will NOT result in additional assessments.

## Village Fire Department FY 2024 Approved Budget Detail w/ Budget Amendment 2024-01

	FY 2024 Approved	FY 2024 BA 2024-01	FY 2024 Amended Budget	Note
<b>Capital Expenditures</b>				
Physical Plant/Facility	10,000.00		10,000.00	
Misc. Tools & Equipment - FIRE	32,375.00	6,000.00	38,375.00	Transferred 6,000 from Emergency Contingency [for chainsaws]
Misc. Tools & Equipment - EMS	26,356.25		26,356.25	
Protective Gear	41,680.00		41,680.00	
Gym Equipment	0.00		0.00	
Office Computers	3,924.00		3,924.00	
Apparatus Computers	13,734.00		13,734.00	
Radios	64,964.00		64,964.00	
<b>Capital Expenditures TOTAL</b>	<b>193,033.25</b>	<b>6,000.00</b>	<b>199,033.25</b>	



FY 2024  
Approved

FY 2024  
BA 2024-01

FY 2024  
Amended Budget

Note

**Personnel Expenditures**

**Payroll**

Base Pay/Salaries	5,542,285.00	(63,680.00)	5,478,605.00	Transferred to 19,000 to Higher Class Transferred 44,680 to Overtime-REGULAR
457 Plan Compensation	110,845.70		110,845.70	
Longevity	22,000.00		22,000.00	
Higher Class	18,540.00	19,000.00	37,540.00	Transferred 19,000 from Base Pay/Salaries
Overtime - REGULAR	206,000.00	90,000.00	296,000.00	Transferred 44,680 from Base Pay/Salaries Transferred 45,320 from Overtime-TRAINING
Overtime - CPR	10,085.76		10,085.76	
Overtime - EVENTS	0.00		0.00	
Overtime - TRAINING	45,320.00	(45,320.00)	0.00	Transferred 45,320 to Overtime-REGULAR
Professional Certification	57,000.00	9,000.00	66,000.00	Transferred 9,000 from Health Insurance
FICA	454,512.98	700.00	455,212.98	Transferred 700 from Health Insurance
<b>Total Payroll</b>	<b>6,466,589.44</b>	<b>9,700.00</b>	<b>6,476,289.44</b>	

**Benefits**

Retirement - TMRS	402,809.12	700.00	403,509.12	Transferred 700 from Health Insurance Transferred 9,000 to Professional Certification Transferred 700 to FICA Transferred 700 to TMRS Transferred 4,500 to Mobile Device Services Transferred 1,300 to Incident Records & CAD-Propheonix Transferred 4,000 to EMS Protocol App-Handtevy Transferred 3,078.95 to Dispatch Alerting System Transferred 300 to Law Enforcement Equipment Transferred 18,491.18 to Property & Casualty Transferred 66,000 to Accounting Services Transferred 10,000 to Legal Services Transferred 572.60 to Legal Notices/Advertising
Health Insurance	1,246,876.09	(120,642.73)	1,126,233.36	Transferred 2,000 to Dispatch Training
Basic Life, ADD, & LTD Insurance	34,448.94		34,448.94	
Worker's Comp. Insurance	71,651.48		71,651.48	
Meal Allowance	46,000.00		46,000.00	
<b>Total Benefits</b>	<b>1,801,785.63</b>	<b>(119,942.73)</b>	<b>1,681,842.90</b>	

**Personnel Expenditures TOTAL**

**8,268,375.07 (110,242.73) 8,158,132.34**

FY 2024  
Approved

FY 2024  
BA 2024-01

FY 2024  
Amended Budget

Note

## Operating Expenditures

### Red Trucks & Saving Lives

Ambulance Medical Supplies	70,000.00		70,000.00	
IP Address VPN - PS Lightwave	8,820.00		8,820.00	
Internet, Phones, & TV - Comcast	19,800.00	3,500.00	23,300.00	Transferred 3,500 from Office Supplies
Mobile Device Services	4,066.80	4,500.00	8,566.80	Transferred 4,500 from Health Insurance
City of Houston Radio System	19,680.00		19,680.00	
Communications - Motorola 47 & NICE	43,000.00	(1,100.00)	41,900.00	Transferred 1,100 to Training Software
Incident Records & CAD - Propheonix	24,000.00	1,300.00	25,300.00	Transferred 1,300 from Health Insurance
EMS Protocol App - Handtevy	2,300.00	4,000.00	6,300.00	Transferred 4,000 from Health Insurance
Training Software & Vehicle Checks - Vector Solutions	7,000.00	1,100.00	8,100.00	Transferred 1,100 from City of Houston Radio System
EMS Equipment Maintenance - ProCare/Stryker	21,000.00		21,000.00	
Uniforms	20,000.00		20,000.00	
Fuel	48,000.00		48,000.00	
Vehicle Licenses & Permits	5,000.00		5,000.00	
Dues & Subscriptions	2,439.00		2,439.00	
<b>Total Red Trucks &amp; Saving Lives</b>	<b>295,105.80</b>	<b>13,300.00</b>	<b>308,405.80</b>	

### Dispatch

Dispatch Alerting System - US Designs	7,921.05	3,078.95	11,000.00	Transferred 3,078.95 from Health Insurance
Electronic Protocol Cards - Pro QA	2,500.00		2,500.00	
Translation Service - Language Line	200.00		200.00	
<b>Total Dispatch</b>	<b>10,621.05</b>	<b>3,078.95</b>	<b>13,700.00</b>	

### Fire Prevention - Fire Marshal's Office

Public Education & Relations	5,000.00		5,000.00	
Inspections	200.00		200.00	
Fire Investigations	950.00		950.00	
Law Enforcement Equipment	2,850.00	300.00	3,150.00	Transferred 300 from Health Insurance
<b>Total Fire Prevention</b>	<b>9,000.00</b>	<b>300.00</b>	<b>9,300.00</b>	

### Fire Station

Building Maintenance	26,892.22		26,892.22	
Station Supplies	18,600.00		18,600.00	
Public Utilities	54,240.00		54,240.00	
Rent	10.00		10.00	
Property & Casualty Insurance	72,306.32	18,491.18	90,797.50	Transferred 18,491.18 from Health Insurance
<b>Total Fire Station</b>	<b>172,048.54</b>	<b>18,491.18</b>	<b>190,539.72</b>	

	FY 2024 Approved	FY 2024 BA 2024-01	FY 2024 Amended Budget	Note
<b>Office</b>				
Office Supplies	8,000.00	(3,500.00)	4,500.00	Transferred 3,500 to Internet, Phones, TV-Comcast
VFD Branded Stationary	500.00		500.00	
Postage Meter Rental - Pitney Bowes	1,800.00		1,800.00	
Shipping	632.50		632.50	
Phones - 8x8	6,000.00		6,000.00	
HRIS - Paycom, UKG, or other	18,000.00		18,000.00	
Accounting - QuickBooks	3,000.00		3,000.00	
Office Software & Email - Microsoft 365	7,000.00		7,000.00	
Adobe	731.64		731.64	
Bank Service Charges	7,000.00		7,000.00	
<b>Total Office</b>	<b>52,664.14</b>	<b>(3,500.00)</b>	<b>49,164.14</b>	
<b>Professional Services</b>				
Accounting Services	0.00	66,000.00	66,000.00	Transferred 66,000 from Health Insurance
Legal Services	36,000.00	10,000.00	46,000.00	Transferred 10,000 from Health Insurance
IT Services	28,000.00		28,000.00	
Health Insurance Consulting Services	11,500.00		11,500.00	
Medical Director Services	20,000.00		20,000.00	
Legal Notices & Advertising	3,000.00	572.60	3,572.60	Transferred 572.60 from Health Insurance
Other Professional Services	16,000.00		16,000.00	
<b>Total Professional Services</b>	<b>114,500.00</b>	<b>76,572.60</b>	<b>191,072.60</b>	
<b>Training</b>				
Fire Training	37,740.00		37,740.00	
Fire Certification Fees	7,320.00		7,320.00	
EMS Training	18,000.00		18,000.00	
EMS Certification Fees	6,000.00		6,000.00	
Emergency Management Training - (TDEM)	7,000.00		7,000.00	
Fire Marshal Training	8,000.00		8,000.00	
Fire Marshal Certification Fees	0.00		0.00	
Dispatch Training & Certification Fees	0.00	2,000.00	2,000.00	Transferred 2,000 from Health Insurance
Admin Training & Certification Fees	5,000.00		5,000.00	
General Supplies for Training	5,000.00		5,000.00	
Other Training	0.00		0.00	
<b>Total Training</b>	<b>94,060.00</b>	<b>2,000.00</b>	<b>96,060.00</b>	

	FY 2024 Approved	FY 2024 BA 2024-01	FY 2024 Amended Budget	Note
<b>Maintenance</b>				
Vehicle Maintenance	165,000.00		165,000.00	
Equipment & Supplies Maintenance	36,400.00		36,400.00	
Bunker Gear Maintenance	26,000.00		26,000.00	
SCBA Maintenance	15,000.00		15,000.00	
Knox Contracts	1,200.00		1,200.00	
Fuel System	900.00		900.00	
<b>Total Maintenance</b>	<b>244,500.00</b>	<b>0.00</b>	<b>244,500.00</b>	
<b>Events &amp; Other</b>				
VFD Fire Commission & Meeting Expenses	7,580.00		7,580.00	
VFD Events	25,000.00		25,000.00	
Fundraiser Events	0.00		0.00	
CPR Supplies, Cards, & Equipment	7,000.00		7,000.00	
Emergency Contingency	20,000.00	(6,000.00)	14,000.00	Transferred 6,000 to Misc Tools/Equip.-FIRE
<b>Total Events &amp; Other</b>	<b>59,580.00</b>	<b>(6,000.00)</b>	<b>53,580.00</b>	
<b>Operating Expenditures TOTAL</b>	<b>1,052,079.53</b>	<b>104,242.73</b>	<b>1,156,322.26</b>	
	FY 2024 Approved	FY 2024 BA 2024-01	FY 2024 Amended Budget	
<b>TOTAL (capital, personnel, &amp; operating)</b>	<b>9,513,487.85</b>	<b>0.00</b>	<b>9,513,487.85</b>	
Capital Replacement Budget	400,000.00	0.00	400,000.00	
<b>Total Budget</b>	<b>9,913,487.85</b>	<b>0.00</b>	<b>9,913,487.85</b>	

**CERTIFICATE OF CITY SECRETARY**

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On October 15, 2024, the City Council (the “*Governing Body*”) of the City of Hilshire Village, Texas (the “*City*”), convened in regular session at its regular meeting place in the City (the “*Meeting*”), the duly constituted members of the Governing Body being as follows:

Robert (Bob) Buesinger	Mayor
Andy Carey	Mayor Pro Tem
Mike Gordy	Councilmember
Justin Crawford	Councilmember
Mark Huber	Councilmember
Kristi Cooper	Councilmember

and all of such persons were present at the Meeting, except the following: Mayor Pro Tem Andy Carey and Councilmember Mike Gordy, thus constituting a quorum. Among other business considered at the Meeting, the attached ordinance (the “*Ordinance*”) entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF HILSHIRE VILLAGE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”; AND LEVYING AD VALOREM TAX; PLEDGING CERTAIN NET REVENUES; AUTHORIZING THE EXECUTION OF A TRANSFER AND PAYING AGENCY AGREEMENT, AND OTHER MATTERS IN CONNECTION THEREWITH.

was introduced and submitted to the Governing Body for passage and adoption. After presentation and discussion of the Ordinance, a motion was made and seconded that the Ordinance be finally passed and adopted. The motion was carried by the following vote:

\_\_\_\_\_ voted “For” \_\_\_\_\_ voted “Against” \_\_\_\_\_ abstained

all as shown in the official Minutes of the Governing Body for the Meeting.

2. The attached Ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Governing Body on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Governing Body was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Ordinance would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Ordinance, was posted and given in advance thereof in compliance with the provisions of Texas Government Code chapter 551, as amended.

IN WITNESS WHEREOF, I have sealed and signed my name officially on this 15<sup>th</sup> day of October, 2024.

---

City Secretary  
City of Hilshire Village, Texas

(SEAL)

---

---

**Ordinance Number 834-2024**

AN ORDINANCE

AUTHORIZING THE ISSUANCE OF

CITY OF HILSHIRE VILLAGE , TEXAS,

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,

SERIES 2024; 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 HILSHIRE VILLAGE, TEXAS

ADOPTED October 15, 2024

---

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 .....	8
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 .....	12
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 .....	13
SECTION 2.6	Repealer .....	14
SECTION 2.7	Governing Law .....	14
SECTION 2.8	Severability .....	14
SECTION 2.9	Public Meeting .....	14
SECTION 2.10	Authority of Officers .....	14

ARTICLE THREE  
FORMS

SECTION 3.1	Forms Generally .....	15
SECTION 3.2	Form of Definitive Certificate .....	16
SECTION 3.3	Form of Registration Certificate of Comptroller of Public Accounts .....	22
SECTION 3.4	Form of Certificate of Paying Agent .....	22
SECTION 3.5	Form of Assignment .....	23
SECTION 3.6	Form of Initial Certificate .....	23
SECTION 3.7	Insurance Legend .....	24

ARTICLE FOUR  
TAXES, REVENUES, AND FUNDS; INVESTMENTS

SECTION 4.1	Certificate Fund .....	25
SECTION 4.2	Deposits to Certificate Fund; Excess Certificate Proceeds .....	25
SECTION 4.3	System Account .....	25
SECTION 4.4	Construction Accounts .....	26
SECTION 4.5	Investments and Security For Funds .....	26
SECTION 4.6	Tax Levy .....	26



## TABLE OF CONTENTS

	<u>Page</u>
SECTION 4.7	Net Revenues ..... 27
SECTION 4.8	Issuance of Additional Obligations..... 28
ARTICLE FIVE COVENANTS	
SECTION 5.1	To Maintain Agency ..... 29
SECTION 5.2	To Maintain and Operate the System and Insure Property ..... 29
SECTION 5.3	Rates and Charges ..... 30
SECTION 5.4	Records and Accounts, Annual Audit..... 30
SECTION 5.5	Special Covenants ..... 30
SECTION 5.6	Covenants to Maintain Tax-Exempt Status ..... 31
SECTION 5.7	Remedies in Event of Default ..... 34
ARTICLE SIX DEFEASANCE	
SECTION 6.1	Discharge of Obligations ..... 35
ARTICLE SEVEN SALE	
SECTION 7.1	Sale of the Certificates ..... 37
SECTION 7.2	Payment of Costs of Issuance; Engagement of Bond Counsel ..... 37
SECTION 7.3	Official Statement ..... 37
ARTICLE EIGHT CONTINUING DISCLOSURE UNDERTAKING	
SECTION 8.1	Definitions..... 38
SECTION 8.2	Updated Information and Data..... 38
SECTION 8.3	Material Event Notices ..... 38
SECTION 8.4	Limitations, Disclaimers, and Amendments..... 40
EXHIBIT A – ANNUAL FINANCIAL INFORMATION.....	A-1

AN ORDINANCE  
AUTHORIZING THE ISSUANCE OF  
CITY OF HILSHIRE VILLAGE, TEXAS,  
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2024; 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

RECITALS

1. The City Council (the “*Governing Body*”) of the City of Hilshire Village, Texas (the “*Issuer*”), a General Law Type A city, has given notice of its intent to issue one or more series of certificates of obligation (the “*Certificates*”) in the maximum principal amount not to exceed \$3,000,000 for the purpose of paying contractual obligations to fund study, design, acquisition, demolition, construction, reconstruction, installation, purchasing, equipping, renovation, rehabilitation, extension, enlarging, and improvement of (1) Issuer sanitary sewer systems; (2) Issuer water supply systems; (3) Issuer flood prevention and drainage systems; (4) Issuer streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, landscape, signage, acquiring lands and rights-of-way necessary thereto or incidental therewith; and (5) certain other costs related and incidental thereto. 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 45 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 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 \$3,000,000 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 under the terms described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE 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 \$3,000,000, and are entitled the Issuer’s “COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”, 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 271.064, each as now in effect. The Certificates have a Dated Date of October 1, 2024 (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 March 1 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 date of delivery (anticipated November 13, 2024, the “*Delivery 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 March 1 and September 1 commencing March 1, 2025:

<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>
2025	\$50,000	%	2031	\$300,000	%
2026	250,000		2032	310,000	
2027	260,000		2033	320,000	
2028	270,000		2034	330,000	
2029	280,000		2035	345,000	
2030	285,000				

C. *Payment.* The principal and Redemption Price of the Certificates is payable upon surrender, and the interest on the Certificates is payable, at the corporate trust office of BOKF, NA (the “*Paying Agent*”), 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 and Redemption Price 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 10 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 or Redemption Price 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.

The optional redemption of Certificates may be conditioned upon issuance on or prior to the redemption date of one or more series of refunding bonds or obligations to pay the redemption price of the Certificates to be redeemed.

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 Secretary 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 seal of the Issuer may be reproduced, affixed, or impressed thereon but is not required except as otherwise required under Texas law.

The Mayor of the Issuer is authorized and directed to execute and the City Secretary 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.

Notwithstanding anything herein, the Initial Certificates authorized for delivery to the initial purchasers shall have printed thereon both the Registration Certificates of Comptroller of Public Accounts appearing in Section 3.3 and the Certificate of Paying Agent appearing in Section 3.4, and both such certifications shall be required to be manually executed in connection with the initial delivery of the Initial Certificates to the initial purchasers, and both such certificates appearing on the Initial Certificates, duly signed, shall be conclusive evidence that such Initial Certificates have been duly certified, 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 provided, however, such limitation or transfer will not be applicable to an exchange by the Registered Owner of the incalled balance of a Certificate.

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 and Redemption Price 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.

If 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 at the time of deposit for discharge and final payment of governmental obligations which, at the time of deposit, have been assigned ratings in the highest rating category by 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 (or Redemption Price) 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.

“*Redemption Date*” means the date fixed for redemption of a Certificate pursuant to the terms of this Ordinance.

“*Redemption Price*” means the price specified in the Form of Certificate in **Section 3.2** as the price at which a Certificate may be redeemed pursuant to the terms of the 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 last 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, the Redemption Price therefor, 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 or of 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 Secretary or any assistant secretary, 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.

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)”).

*[The remainder of this page intentionally left blank.]*



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 HILSHIRE VILLAGE, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2024

Interest Rate: ..... Dated Date: October 1, 2024 Stated Maturity: ..... CUSIP NO: .....

REGISTERED OWNER: .....

PRINCIPAL AMOUNT: ..... DOLLARS

The City of Hilshire 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 Delivery Date (anticipated November 13, 2024), 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 March 1 and September 1 in each year commencing March 1, 2025, 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 BOKF, NA, 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 last 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 or Redemption Price 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 \$3,000,000 (the “*Certificates*”) pursuant to an Ordinance adopted by the governing body of the Issuer (the “*Ordinance*”), to pay contractual obligations to fund study, design, acquisition, demolition, construction, reconstruction, installation, purchasing, equipping, renovation, rehabilitation, extension, enlarging, and improvement of (1) Issuer sanitary sewer systems; (2) Issuer water supply systems; (3) Issuer flood prevention and drainage systems; (4) Issuer streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, landscape, signage, acquiring lands and rights-of-way necessary thereto or incidental therewith; and (5) certain other 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 March 1, 2034, 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 March 1, 2033, 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 on

or prior to the redemption date of one or more series of refunding bonds or obligations to pay the redemption price of the Certificates to be redeemed.

[Certificates maturing on Mandatory Redemption Dates 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:

\$ \_\_\_\_\_ Certificate maturing March 1, 20\_\_

Redemption Date (March 1)	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") in an amount not to exceed \$1,000 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 HILSHIRE VILLAGE, TEXAS

By.....  
Mayor

ATTEST:

.....  
City Secretary

*[The remainder of this page intentionally left blank.]*

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 §  
THE STATE OF TEXAS § REGISTER NO.....  
§

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 .....

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

(SEAL)

---

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:.....

.....  
BOKF, NA  
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 Hilshire 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 March 1 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 Delivery Date (anticipated November 13, 2024), 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 March 1 and September 1 in each year commencing March 1, 2025, 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 BOKF, NA (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 2024, 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 or Redemption Price 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.

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 constitutes a lien on the Net Revenues in accordance with the terms and provisions hereof and is 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 Registered Owners 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, from and secured by a pledge of and lien on the Net Revenues of the System prior and superior in right to the Certificates, 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. BOKF, NA, Dallas, Texas, 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, and 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 Issuer 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 Secretary and any Assistant or Acting Secretary 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.

Copies of the transcript of proceeding for the Certificates will be made available by Bond Counsel to the Municipal Advisory Council of Texas.

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 final Maturity,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds and not use or permit the use of Gross Proceeds (including contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with 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 or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with Gross Proceeds pending application for their intended purposes.

The proceeds of the Certificates and the facilities financed with the proceeds will not be used in a manner that will cause the Certificates to be “private activity bonds.”

D. *No Private Loan.* Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds to make or finance loans to any Person other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “*loaned*” to a Person if (1) property acquired, constructed, or improved with Gross Proceeds is sold or leased to such Person 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 under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of Gross Proceeds or any property acquired, constructed, or improved with Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. *Not to Invest at Higher Yield.* Except as permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the final Maturity, directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such Investment the Yield from the Issue Date of any Investment acquired with Gross Proceeds (or with money replaced thereby) whether then held or previously disposed of, exceeds the Yield of the Certificates.

F. *Not Federally Guaranteed.* Except as 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 such 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 the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, 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, City Manager, Attorney, or Director of Finance of the Issuer, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or Regulations as they deem necessary or appropriate in connection with the Certificates. Such elections are deemed made on the Issue Date.

#### 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 are 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 \$[\_\_\_\_\_] plus a net premium of \$[\_\_\_\_\_] less an underwriters discount of \$[\_\_\_\_\_], is hereby confirmed and determined to be in compliance with the terms of the Notice of Sale.

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, Hilltop Securities Inc., 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 Issuer in accordance with the terms of the Letter of Engagement between the Issuer and Bond Counsel.

SECTION 7.3        *Official Statement.*

The Issuer hereby authorizes and approves, in connection with the sale of the Certificates, the preparation and distribution of a Preliminary Official Statement relating to the Certificates, and a final Official Statement containing such additional information and amendments as may be necessary to conform to the terms of the Certificates, and this Ordinance.

The Issuer hereby ratifies and confirms that the Preliminary Official Statement approved by this **Section 7.3** constitutes an Official Statement of the Issuer with respect to the Certificates that was deemed “final” by the Issuer as of its date, except for the omission of no more than the information permitted by Subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission.

The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein.

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 offering of the Certificates qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) of the SEC regarding the Issuers’s continuing disclosure obligations because the Issuer does not have more than \$10,000,000 in aggregate amount of bonds outstanding, and no person is committed by contract or other arrangement with respect to payment of the Certificated. As required by the exemption, in the Certificate Ordinance, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Certificates. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Certificates. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data annually, being information described in Exhibit A hereto, and timely notice of specified events, to the MSRB, or any successor, through its EMMA. Any financial statements (1) prepared in accordance with the accounting principles set forth in Appendix B to the Official Statement, or as 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

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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;



15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) “Financial Obligation” in the immediately preceding paragraphs (15) and (16) means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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.

#### 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 October 15, 2024.

CITY OF Hilshire Village, TEXAS

/s/ Robert Buesinger

Mayor

ATTEST:

/s/ Cassie Stephens

City Secretary

EXHIBIT A  
ANNUAL FINANCIAL INFORMATION

In the Preliminary Official Statement dated October 3, 2024, the quantitative financial information and operating data with respect to the Issuer of general type contained in Tables numbered 1 through 12 and certain information in the annual financial statements in Appendix B.

## PAYING AGENCY AGREEMENT

THIS AGREEMENT entered into as of November 1, 2024 (this “*Agreement*”), by and between the City of Hilshire Village, Texas (the “*Issuer*”), and BOKF, NA, a national bank association, organized and existing under the laws of the State of Texas (the “*Paying Agent*”).

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Revenue Certificates of Obligation, Series 2024 (the “*Securities*”) in the aggregate principal amount of \$3,000,000 such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Issuer has selected the Paying Agent to serve in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Paying Agent has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE APPOINTMENT OF PAYING AGENCY

#### Section 1.01. Appointment.

The Issuer hereby appoints the Paying Agent to serve as paying agent and registrar with respect to the Securities, and, as paying agent for the Securities, the Paying Agent shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the “Certificate Resolution” (hereinafter defined). The Issuer hereby appoints the Paying Agent as registrar with respect to the Securities and, as registrar for the Securities, the Paying Agent shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the “Certificate Resolution”.

The Paying Agent hereby accepts its appointment, and agrees to serve as the paying agent and registrar for the Securities.

#### Section 1.02. Compensation.

As compensation for the Paying Agent’s services hereunder, the Issuer hereby agrees to pay the Paying Agent the fees and amounts set forth in Annex A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Paying Agent’s current fee schedule then in effect for services as Paying Agent for municipalities, which shall be

supplied to the Issuer on or before 90 days prior to the close of the fiscal year of the Issuer, and shall be effective upon the first day of the following fiscal year.

In addition, the Issuer agrees to reimburse the Paying Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Paying Agent in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO DEFINITIONS

### Section 2.01. Definitions.

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

“Acceleration Date” on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Bank Office” means the principal offices of the Paying Agent in Dallas, Texas, as indicated on the signature page hereof. The Paying Agent will notify the Issuer in writing of any change in location of the Bank Office.

“Certificate Resolution” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Paying Agent.

“Financial Advisor” means Hilltop Securities Inc. and its successors.

“Fiscal Year Ended” means September 30, 2024.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the Mayor, City Manager, or City Secretary, or any one or more of said officials, and delivered to the Paying Agent.

“Legal Holiday” means a day on which the Paying Agent is required or authorized to be closed.

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

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular

Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 3.06 hereof and the Certificate Resolution).

“Record Date” means the close of business on the 15<sup>th</sup> calendar day of the preceding month.

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Certificate Resolution.

“Responsible Officer” when used with respect to the Paying Agent means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Paying Agent customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Paying Agent on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Certificate Resolution the principal of a Security is scheduled to be due and payable.

#### Section 2.02. Other Definitions.

The terms “Paying Agent,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent” refers to the Paying Agent in the performance of the duties and functions of this Agreement.

### ARTICLE THREE REGISTRAR

#### Section 3.01. Security Register - Transfers and Exchanges.

The Paying Agent agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “*Security Register*”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Paying Agent may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Paying Agent, duly executed by the Holder thereof or his agent duly authorized in writing.

The Paying Agent may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Paying Agent agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent.

#### Section 3.02. Securities.

The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Paying Agent covenants that the inventory of printed Securities will be kept in safekeeping pending their use and reasonable care will be exercised by the Paying Agent in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Paying Agent for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

#### Section 3.03. Form of Security Register.

The Paying Agent, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Paying Agent's general practices and procedures in effect from time to time. The Paying Agent shall not be obligated to maintain such Security Register in any form other than those which the Paying Agent has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

#### Section 3.04. List of Security Holders.

The Paying Agent will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Paying Agent is customarily open for business, provided that reasonable time is allowed the Paying Agent to provide an up-to-date listing or to convert the information into written form.

The Paying Agent will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a



court order and prior to release or disclosure of the contents of the Security Register, the Paying Agent will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the Security Register, provided that such subpoena, court order, or lawful request does not prevent Bank from providing such notice.

Section 3.05. Cancellation or Return of Cancelled Securities.

The Paying Agent shall cancel Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid. The Paying Agent will, at such reasonable intervals as it determines, destroy cancelled Securities and provide to the Issuer a certificate of cancellation, or surrender to the Issuer cancelled Securities.

Section 3.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Paying Agent, subject to the provisions of the Certificate Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security is mutilated, destroyed, lost, or stolen, the Paying Agent, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Paying Agent of evidence satisfactory to the Paying Agent of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent of indemnification in an amount satisfactory to hold the Issuer and the Paying Agent harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost, or stolen.

Section 3.07. Transaction Information to Issuer.

The Paying Agent will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 4.02, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 3.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 3.06.

ARTICLE FOUR  
THE PAYING AGENT

Section 4.01. Duties of Paying Agent.

(a) The Paying Agent undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

(b) The Paying Agent shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the

principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Paying Agent at the Bank Office.

(c) The Paying Agent shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Paying Agent, requested in writing by the Holder at the Holder's risk and expense.

#### Section 4.02. Payment Dates.

The Issuer hereby instructs the Paying Agent to pay the principal of and interest on the Securities at the dates specified in the Certificate Resolution.

#### Section 4.03. Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent.

(b) The Paying Agent is not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Paying Agent may rely and is protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Paying Agent need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Paying Agent is not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Paying Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Paying Agent.

Section 4.04. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Paying Agent assumes no responsibility for their correctness.

The Paying Agent shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 4.05. May Hold Securities.

The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent, or any other agent.

Section 4.06. Moneys Held by Paying Agent - Agent Account/ Collateralization.

An agent account shall at all times be kept and maintained by Paying Agent for the receipt, safekeeping, and disbursement of moneys received from the Issuer hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such agent account shall be made by check drawn on such agent account unless the owner of such Securities shall, at its own expense or risk, request such other medium of payment.

The Paying Agent shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Paying Agent for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Paying Agent to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Paying Agent with respect to such moneys shall thereupon cease.

Section 4.07. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Paying Agent for, and hold harmless against, any loss, liability, or expense incurred without negligence or bad faith, arising out of or in connection with the acceptance or administration of the duties hereunder by the Paying Agent, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties by Paying Agent as Paying Agent under this Agreement.

Section 4.08. Interpleader.

The Issuer and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or Texas district court located in the State of Texas and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 5.03 of this Agreement shall constitute adequate service. The Issuer and the Paying Agent further agree that the Paying Agent has the right to file a Bill of Interpleader in any federal or Texas district court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 4.09. DTC Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Paying Agent has the capability and, to the extent within its control, will comply with the DTC “Operational Arrangements” in effect as of the date hereof, which established requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 4.10. Distribution of Payment Amount at Closing.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer’s financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.

ARTICLE FIVE  
MISCELLANEOUS PROVISIONS

Section 5.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 5.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 5.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Paying

Agent shall be mailed or delivered to the Issuer or the Paying Agent, respectively, at the addresses shown on page 11.

Section 5.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 5.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 5.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 5.08. Entire Agreement.

This Agreement and the Certificate Resolution constitute the entire agreement between the parties hereto relative to the Paying Agent acting as Paying Agent and if any conflict exists between this Agreement and the Certificate Resolution, the Certificate Resolution shall govern.

Section 5.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 5.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Securities of the appointment of a successor Paying Agent. Furthermore, the Paying Agent and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Paying Agent agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 5.11. No Boycott of Israel Verification (Government Code Chapter 2271).

The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

Section 5.12. Not a Sanctioned Company (Government Code Chapter 2252).

The Paying Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the bidder and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime related to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 5.13. No Boycott of Energy Companies (Government Code Chapter 2276).

The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 5.14. No Discrimination Against Firearm Entities or Firearm trade Associations (Government Code Chapter 2274).

The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

Section 5.15. Value of Agreement.

The value of this Agreement is less than \$100,000, per section 2271.002(a)(2) of the Texas Government Code.

Section 5.16. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Address:  
5956 Sherry Lane, Suite 900  
Dallas, Texas 75225



THE CITY OF HILSHIRE VILLAGE, TEXAS

BY \_\_\_\_\_  
Mayor

Address:  
8301 Westview Drive  
Houston, Texas 77055

Attest:

\_\_\_\_\_  
City Secretary

**GENERAL CERTIFICATE**

We, the undersigned, Mayor and City Secretary, respectively of the City of Hilshire Village, Texas (the “*Issuer*”), DO HEREBY CERTIFY as follows:

1. Relative to Tax Supported Indebtedness.

That the total principal amount of indebtedness of the Issuer, including the proposed \$3,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2024 (the “*Certificates*”), payable in whole or in part from ad valorem taxes levied and collected by the Issuer is as follows:

Outstanding Indebtedness	\$210,000
The Certificates	<u>3,000,000</u>
TOTAL INDEBTEDNESS.....	\$3,210,000

2. Relative to Debt Service Requirements

That a debt service requirement schedule for the Certificates and other outstanding debt payable in whole or in part from taxes is attached hereto as ***Exhibit A*** and made a part of this certificate for all purposes.

3. Relative to Petition

That no petition of any kind or character, signed by at least 5% of the qualified electors of the Issuer, has been filed with the Mayor, the City Secretary, or any other official of the Issuer protesting the issuance of the proposed Certificates. The Certificate proceeds will not be used for a purpose previously rejected by voters in an election held during the preceding three years.

4. Relative to Taxable Values.

That the assessed value of all taxable properties (net of exemptions) in the Issuer, as shown by the tax rolls for the year 2024, and which have been duly approved and are the latest official assessment of taxable property in the Issuer, is as follows:

TOTAL ASSESSED TAXABLE VALUES OF REAL AND PERSONAL PROPERTY.....	\$ 317,872,727
---	----------------

5. Relative to No-Default

The Issuer has never defaulted on any of its outstanding indebtedness.

6. Website Posting

The notice of intention to issue the Certificates was posted on the City’s website on August 20, 2024 as shown in ***Exhibit B*** and made a part of this certificate for all purposes

7. Sale

The Certificates were competitively sold, which is in the Issuer's best interest.

8. Relative to Non-Encumbrance.

That, save and except for the pledge of the income and revenues of the combined water and sanitary sewer system to the payment of the principal and interest to become due with respect to the proposed Certificates, the Tax and Revenue Certificates of Obligation, Series 2014, and Tax Anticipation Note, Series, 2018, currently outstanding on a priority basis in the aggregate principal amount of \$560,000, said income and revenues of said System have not been pledged or hypothecated in any other manner or for any other purpose, and the above obligations evidence the only lien, encumbrance, or indebtedness of said System or against the income and revenues of such System.

9. Relative to Issuer Officials

That certain duly qualified and acting officials of the Issuer are as follows:

Robert (Bob) Buesinger	Mayor
Mike Gordy	Councilmember
Justin Crawford	Councilmember
Andy Carey	Councilmember
Mark Huber	Councilmember
Kristi Cooper	Councilmember
Cassie Stephens	City Secretary

10. Relative to Incorporation.

That the Issuer, is a duly incorporated as a Type A General Law Municipality, having more than 800 inhabitants as of the next immediately preceding federal census, operating and existing under the laws of the State of Texas.

11. Relative to Interest Earnings on the Certificates.

That interest earnings on proceeds from the sale of the Certificates will be deposited to the Certificate Fund established by the ordinance authorizing the issuance of the obligations, save and except during the time of the construction of the improvements being financed by such obligations, when such interest earnings will remain in the capital improvement fund and, upon approval of the governing body of the Issuer, will be used for the construction of the improvements for which such obligations are being issued.

12. Relative to Litigation.

There has never been and there is not now pending any litigation in any wise affecting the validity of the Certificates, nor has there ever been nor is there now pending any litigation affecting the power of the Issuer to levy and collect taxes or assess and collect fees, charges, and rates for services furnished from the Issuer’s System to pay principal of or interest on the Certificates.

13. Relative to No Free Service.

That except as authorized by section 1502.057, Texas Government Code, as may be modified by the Issuer’s overriding police powers affecting the health and welfare of the Issuer’s citizens, the Issuer will provide no free service from its water and sanitary sewer system.

14. Income and Expenses.

The Income and Expenses relating to the Issuer’s System equipment and facilities for the fiscal years 2021 through 2023 are as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenues	\$1,761,430	\$1,596,236	\$1,497,361
Expenses	\$1,445,215	\$1,384,961	\$1,279,410
Net	\$316,215	\$211,275	\$217,951

15. Rate Schedule

The Issuer’s Water and Sewer Rates, were updated as of October 1, 2024 and are in effect in all respects. A copy is attached as **Exhibit C**.

16. Appropriation.

The Issuer has appropriated sufficient funds lawfully available for such purpose to make payments of debt service coming due in the next/current calendar year.

17. Acquiring Property

The Issuer does not have intent to acquire real property. If the Issuer does so, it will comply with Section 252.051 of the Local Government Code to the extent that it hereafter is required to acquire property with bond proceeds.

18. Voter Submission

The Issuer has not submitted a bond proposition for the same purposes as the Certificates to voters within the last three years and failed to be approved.

19. Commission’s Order Authorizing the Bonds

There has been no motion to overturn the Commission's Order Authorizing the Bonds and there has been no extension of the time during which such a motion could be filed.

20. Ownership and Operation

All the purposes financed with the proceeds of the Certificates will be owned and operated by the Issuer.

WITNESS OUR HAND THIS \_\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

## EXHIBIT A

### DEBT INFORMATION

**TABLE 8 - GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS**

Fiscal Year Ending 9/30	Outstanding Debt Service			The Certificates <sup>(1)</sup>			Total Debt Service Requirements	% of Principal Retired
	Principal	Interest	Total	Principal	Interest	Total		
2025	\$ 210,000	\$ 3,056	\$ 213,056	\$ 50,000	\$ 86,625	\$ 136,625	\$ 349,681	
2026				250,000	98,875	348,875	348,875	
2027				260,000	89,950	349,950	349,950	
2028				270,000	80,675	350,675	350,675	32.40%
2029				280,000	71,050	351,050	351,050	
2030				285,000	61,163	346,163	346,163	
2031				300,000	50,925	350,925	350,925	
2032				310,000	40,250	350,250	350,250	
2033				320,000	29,225	349,225	349,225	78.97%
2034				330,000	17,850	347,850	347,850	
2035				345,000	6,038	351,038	351,038	100.00%
	<u>\$ 210,000</u>	<u>\$ 3,056</u>	<u>\$ 213,056</u>	<u>\$ 3,000,000</u>	<u>\$ 632,625</u>	<u>\$ 3,632,625</u>	<u>\$ 3,845,681</u>	

(1) Interest on the Certificates has been estimated at market rates for the purpose of illustration. Preliminary, subject to change.

EXHIBIT B

WEBSITE POSTING  
August 20, 2024

City of **HILSHIRE VILLAGE**  
Texas

Community Development Government Services How do I...

Welcome to  
**Hilshire Village**  
We're glad you're here.

Agendas & Minutes Community Resources Online Services Elections Budget & Taxes

Located in Harris County, the City of Hilshire Village is one of the six Memorial Villages surrounded by the City of Houston. Hilshire Village is known for its unique wooded terrain with hidden ravines and Spring Branch Creek which support a variety of wildlife and vegetation. The City is a zoned community with an estimated population of 816 (per the 2020 US Census). Hilshire Village has excellent freeway access and is close to Downtown Houston and the Galleria.

### News and Announcements

**Harris County Proposition A**  
Citizens will vote on Proposition A in the upcoming general and special elections on November 5, 2024. If approved, it would increase the Harris County Flood Control District's property tax rate by 1.581 cents per \$100 of property value to fund flood risk reduction infrastructure. Public meetings will offer opportunities to learn more and ask questions about Proposition A.  
[Click here to read more.](#)

**SVPD September Newsletter**  
Click [here](#) for the presentation.

**2024 Notice of Tax Rates**  
Click [here](#) to download the notice.

**2024 Debt Series Notice**  
Click [here](#) to download the notice.

**Town & Country Family August Article**  
Click [here](#) for the article.

**VFD 2023 - Annual Report**  
Click [here](#) for the presentation.

**SVPD - Our Home Safe Program**  
Spring Valley Police Department has designed a program to assist our Officers if they come into contact with individuals who have physical or cognitive impairment. Click [here](#) for further information.

**Don't be an Easy Target**  
We are asking for your help in reducing crime in our great community! Most vehicle crimes in our residential area involve unlocked vehicles that are entered by suspects walking through our city. It would be a tremendous help if you could make sure to remove any valuables in plain sight and keep your vehicle doors locked at all times.

### Events

15 OCT	COUNCIL MEETING 06:30 pm - 08:00 pm
18 OCT	Community Resource Fair and Food Distr... 05:30 pm - 08:00 pm
26 OCT	Memorial Villages Recycling Event 08:00 am - 12:00 pm
31 OCT	Halloween Night @ Archley Drive 05:30 pm - 07:30 pm
01 NOV	Arbor Day Tree Giveaway 09:00 am - 05:00 pm

[See all events](#)

The City of Hilshire Village is a small city with a big heart. Nestled in a pine tree oasis, our integrity, tenacity, and steady leadership propels us to consistently improve the city for current and future residents. Through fiscal responsibility and community involvement, we pledge to create and maintain a community where people can live, work, and play in a safe and aesthetically pleasing environment.



**EXHIBIT C**

**WATER AND SEWER RATES**

## SIGNATURE AND NO-LITIGATION CERTIFICATE

We, the undersigned officials of the City of Hilshire Village, Texas (the “*Issuer*”), do hereby certify as follows:

(1) That this Certificate is executed and delivered with reference to the following described certificates of obligation: \$3,000,000 aggregate principal amount of the “City of Hilshire Village, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024” (the “*Certificates*”), dated October 1, 2024.

(2) The Certificates have been duly and officially executed by the undersigned with their manual or facsimile signatures in the same manner appearing thereon, and the undersigned hereby adopt and ratify their respective signatures in the manner appearing on each side of the Certificates whether in manual or facsimile form, as the case may be, as their true, genuine, and official signature. The seal of the Issuer may be reproduced, affixed, or impressed thereon but is not required except as otherwise required under Texas law.

(3) That on October 15, 2024, and on the date hereof, we were and are the duly qualified and acting officers indicated therein and authorized to execute the same.

(4) No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Certificates or questioning the issuance or sale of the Certificates, the authority or action of the governing body of the Issuer relating to the issuance or sale of the Certificates, the levy of the tax or the assessment and collection thereof to pay the principal of and interest on the Certificates, the collection of the revenues of the Issuer’s waterworks and sewer system (the “*System*”) or the imposition of rates and charges with respect to the System, pledged to pay the principal of and interest on the Certificates, or that would otherwise adversely affect in a material manner the financial condition of the Issuer to pay the principal of and interest on the Certificates; and that neither the corporate existence or boundaries of the Issuer nor the right to hold office of any member of the governing body of the Issuer or any other elected or appointed official of the Issuer is being contested or otherwise questioned.

(5) That no petition or other request has been filed with or presented to any official of the Issuer requesting any proceeding authorizing the issuance of the Certificates adopted by the governing body of the Issuer be submitted to a referendum or other election; no authority or proceeding for the issuance, sale, or delivery of the Certificates, passed and adopted by the governing body of the Issuer, has been amended, repealed, revoked, rescinded, or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Certificates remain in full force and effect as of the date of this certificate.

EXECUTED AND DELIVERED this \_\_\_\_\_.

SIGNATURE

OFFICIAL TITLE

.....  
Mayor

Mayor,  
City of Hilshire Village, Texas

.....  
City Secretary

City Secretary,  
City of Hilshire Village, Texas

(SEAL)

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on \_\_\_\_\_,  
by Robert (Bob) Buesinger and Cassie Stephens, who are, respectively, the Mayor and City  
Secretary of the City of Hilshire, Texas.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

**CITY OF HILSHIRE VILLAGE, TEXAS**

Re: City of Hilshire Village, Texas  
Combination Tax and Revenue Certificates of Obligation, Series 2024

---

Attorney General of Texas  
William P. Clements Building  
300 West 15<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, Texas 78701

Comptroller of Public Accounts  
P.O. Box 13582  
Capitol Station  
Austin, Texas 78711

Attention: Public Finance Division

Dear Ladies and Gentlemen:

The captioned certificates of obligation are being sent to the Attorney General for examination and approval. We enclose instruments authorizing such certificates of obligation, including one signed but undated copy of each of a Signature and No-Litigation Certificate and a General Certificate. Upon approval of such certificates of obligation, the Attorney General is authorized to insert the date of the approval in such Issuer Certificates.

If any litigation should develop, or if any other event should occur which would make either such Issuer Certificate inaccurate before you approve the captioned certificates of obligation, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, you can rely on the accuracy of such Certificates at the time you approve such certificates, unless we advise you otherwise.

After approval of such certificates of obligation, the certificates of obligation should be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon receipt of such certificates of obligation and the approval of the Attorney General, and upon registration of such certificates of obligation by the Comptroller, the Comptroller is authorized to deliver such certificates of obligation to or pursuant to the directions of Reginald Wilson of Norton Rose Fulbright US LLP, attorneys for the Issuer.

Thank you for your assistance in this matter

Very truly yours,

CITY OF HILSHIRE VILLAGE, TEXAS

By \_\_\_\_\_  
Mayor

EXECUTED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF HILSHIRE VILLAGE, TEXAS

---

Mayor

*Signature Page to Certificate as to Tax Exemption  
City of Hilshire Village, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024*

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ \_\_\_\_\_ ▶ **Robert (Bob) Buesinger, Mayor**

Signature of issuer's authorized representative Date Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> self-employed	PTIN
	Patrick L. O'Daniel				P01064019
	Firm's name ▶ Norton Rose Fulbright US LLP	Firm's EIN ▶ 74-1201087			
	Firm's address ▶ 98 San Jacinto Boulevard, Suite 1100, Austin, Texas 78701	Phone no. (512) 536-5264			

## CERTIFICATE AS TO OFFICIAL STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES in such officer's official capacity to the officer's best knowledge and belief that:

1. The descriptions and statements of or pertaining to the City of Hilshire Village, Texas (the "*Issuer*") contained in its Official Statement dated October 15, 2024 (the "*Official Statement*"), and any addenda, supplement, or amendment thereto relating to its "Combination Tax and Revenue Certificates of Obligation, Series 2024", in the aggregate principal amount of \$3,000,000 (the "*Certificates*"), on the date of the Official Statement, on the date of sale and the acceptance of the best bid for the Certificates, and on the date of delivery thereof, were and are true and correct in all material respects.

2. Insofar as the Issuer and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. Insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the Issuer, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the Issuer believes to be reliable, and the Issuer has no reason to believe that they are untrue in any material respect.

4. There has been no material adverse change in the financial condition of the Issuer since the date of the last financial statements of the Issuer appearing in the Official Statement.

*[The remainder of this page is intentionally left blank.]*



WITNESS OUR HANDS on this \_\_\_\_\_.

City of Hilshire Village, Texas

---

Mayor

## RECEIPT OF ISSUER

THE UNDERSIGNED HEREBY CERTIFIES that:

1. This receipt is executed and delivered with respect to the “City of Hilshire Village, Texas, Combination Tax and Revenue Certificate of Obligation, Series 2024”, dated October 1, 2024, in the aggregate principal amount of \$3,000,000 (the “*Certificates*”). The issuer of the Certificates is the City of Hilshire Village, Texas (the “*Issuer*”).

2. On the date shown hereof, the Certificates were delivered at the direction of the purchaser through the Depository Trust Company.

3. All of the Certificates have been paid for in full by the initial purchaser concurrently with the delivery of this receipt, and the Issuer has received the agreed purchase price of \$ \_\_\_\_\_.

4. The undersigned has executed this receipt in the capacity hereinafter shown for and on behalf of the Issuer.

*[Remainder of page intentionally left blank]*

EXECUTED AND DELIVERED, this \_\_\_\_\_.

\_\_\_\_\_  
Mayor,  
City of Hilshire Village, Texas

SIGNATURE PAGE

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. T-1

REGISTERED  
\$3,000,000

United States of America  
State of Texas  
CITY OF HILSHIRE VILLAGE, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2024

Dated Date:  
October 1, 2024

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: THREE MILLION AND NO/100 DOLLARS

The City of Hilshire 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 March 1 in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<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>
2025	\$50,000	%	2031	\$300,000	%
2026	250,000		2032	310,000	
2027	260,000		2033	320,000	
2028	270,000		2034	330,000	
2029	280,000		2035	345,000	
2030	285,000				

(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 Delivery Date (anticipated November 13, 2024), 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 March 1 and September 1 in each year commencing March 1, 2025, 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 BOKF, NA (the “*Paying Agent*”), upon its presentation and surrender, at its designated offices in 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 last 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 or Redemption Price 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 \$3,000,000 (the “*Certificates*”) pursuant to an Ordinance adopted by the governing body of the Issuer (the “*Ordinance*”), to pay contractual obligations to fund study, design, acquisition, demolition, construction, reconstruction, installation, purchasing, equipping, renovation, rehabilitation, extension, enlarging, and improvement of (1) Issuer sanitary sewer systems; (2) Issuer water supply systems; (3) Issuer flood prevention and drainage systems; (4) Issuer streets and thoroughfares and related land and right-of-way sidewalks, streetscapes, collectors, drainage, landscape, signage, acquiring lands and rights-of-way necessary thereto or incidental therewith; and (5) certain other 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 March 1, 2034, 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 March 1, 2033, 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 on or prior to the redemption date of one or more series of refunding bonds or obligations to pay the redemption price of the Certificates to be redeemed.

[Certificates maturing on Mandatory Redemption Dates 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:

\$ \_\_\_\_\_ Certificate maturing March 1, 20\_\_

Redemption Date (March 1)	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") in an amount not to exceed \$1,000 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 HILSHIRE VILLAGE, TEXAS

By.....  
Mayor

ATTEST:

.....  
City Secretary

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS §  
THE STATE OF TEXAS §

REGISTER NO.....

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 .....

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

(SEAL)

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.



May 11, 2023

Mayor and City Council  
City of Hilshire Village  
8301 Westview Drive  
Houston, Texas 77055

Re: Proposal for Engineering Services for Hilshire Green Drive Paving, Drainage & Utility Improvements Project

Dear Mayor and City Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for Professional Engineering Services for the above referenced project. The proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience this proposal consists of General Overview, Scope of Services, Fee Schedule, and Terms and Conditions.

### **GENERAL OVERVIEW**

HDR (previously Claunch & Miller, Inc.) developed a Street Condition Survey & Overall Paving Improvement Plan, and a Comprehensive Underground Utility Assessment for the City of Hilshire Village in 2003 and 2004, respectively. The utility assessment report recommended the replacement of existing 6-inch water lines and rehabilitation of existing 8-inch sanitary sewers within Hilshire Green Drive as part of the Priority 2 Projects. These water and sewer lines are approximately 50-years old, exceeding their normal lifespan, therefore, they shall be replaced and rehabilitated, accordingly.

The Street Condition Survey & Overall Paving Improvement Plan identified the concrete curb and gutter roadway along Hilshire Green as a Priority 2 Project. The deterioration level reported back in 2003 was 2B (based on the Pavement Condition Rating System), or rigid pavement in fair condition with slight to moderate faulting at cracks and joints; rideability is fair to good and surface is intermittently slightly rough and uneven; surface slightly polished.

As part of the City's 2023-2024 Capital Improvement Plan (CIP), the City has identified and prioritized the replacement and rehabilitation of these water and sanitary sewer lines, and the reconstruction of Hilshire Green Drive, as the next CIP Project to be designed and constructed. The City requested HDR to submit a proposal for the replacement and rehabilitation of the aging utility infrastructure, as well as the reconstruction of the concrete curb and gutter roadway and associated drainage system along Hilshire Green Drive.

The proposed Hilshire Green Drive improvements include the abandonment of the existing 6-inch water lines and valves, installation of approximately 350 LF of 8-inch water line, installation of fire hydrants and valves; rehabilitation of approximately 800 LF of existing 8-inch sanitary sewers, rehabilitation of sanitary sewer manholes, transfer and reconnection of approximately twelve (12) water and sanitary sewer services to the new lines, associated appurtenances; and reconstruction of approximately 360 LF of 29-ft wide concrete curb and gutter roadway and associated drainage system.

Trenchless methods of construction are recommended for this project area, similar to the methods used in the Archley, Pine Creek, Bridle Spur, Friarcreek, Pine Chase, Glourie, Guinea, and Ridgeley project areas, in order to minimize the impact to residents and traffic. The water lines will be constructed by auger methods whenever possible, and the existing sanitary sewer system will be rehabilitated by pipe bursting or cured-in-place methods. Some portions of the water and sanitary sewer system may be open cut, when necessary.

The preliminary engineer's opinion of probable construction cost (OPCC) for this project is \$621,000 as reflected in the City's 2023-2024 CIP. Please note that this is an estimate of probable construction cost based on preliminary and limited information available at this time, as well as current market conditions. Changes in the market conditions could potentially increase or decrease this cost. Once the design is completed, HDR will furnish a more accurate OPCC.

This proposal addresses the engineering services HDR will provide the City during the Design, Bidding and Construction Phases, as well as other services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering services) and Special/Additional Services. Special/Additional services are those services that are beyond the Basic Services provided for in the scope portion of this proposal.

Due to the nature of this project there are certain Special/Additional Services that will be needed and others that may or may not be required. In the fee schedule portion of this proposal the Special/Additional Services that are anticipated are listed and a budgetary amount included. Other Special/Additional Services may be required and may be identified as the project progresses but will only be performed when authorized by the City.

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services**

- Attend two (2) Public Hearing/Workshop Meetings with City Council and residents to address project progress and obtain feedback from City and residents, as necessary.
- Obtain utility information/record drawings on water and sanitary sewer lines designated for replacement and/or rehabilitation.
- Coordinate with private utility entities (i.e. gas, electric, cable, telephone, etc.), incorporate appropriate comments from pertinent entities into the final documents, and secure signatures.

- Water and sanitary sewer improvements will be replaced and/or rehabilitated as identified in the City's 2004 Comprehensive Underground Utility Assessment Report.
- Perform field reconnaissance of the sanitary sewer lines and manholes within the project areas to obtain information on design features, general deterioration and condition, and other information that could impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts.
- Proposed roadways will be completely reconstructed with 29-ft wide concrete curb and gutter within the Hilshire Green Drive right-of-way, unless otherwise requested by the City. The storm sewer system will be designed to handle a City of Houston 2-year storm frequency.
- Prepare bidding/construction drawings and specifications for the project based on planned improvements, as described in the General Overview section of this proposal.
- Prepare an Opinion of Probable Construction Cost (OPCC) for the project.
- Complete design services within four (4) months of the City's authorization to proceed with these engineering services.
- Furnish two (2) sets of 70% Submittal documents (Plans and Specifications) to the City.
- Furnish two (2) sets of Bid/Construction documents to the City.

**B. Special/Additional Services**

**1. Topographical Survey**

- Perform topographical survey services of the project areas to produce background information for design effort.

**2. Geotechnical Investigation**

- Obtain soil borings and perform laboratory work to determine geotechnical characteristics of soils and pavement within the project areas, and make design and construction recommendations for paving, drainage and utility improvements.

**3. Tree Protection Plan**

- Obtain urban forestry consulting services to evaluate the impact of proposed improvements to existing trees and landscape within the project area and develop a tree protection/preservation plan that will minimize impact to existing trees and landscape within the project areas.

**4. Traffic Control Plan**

- Preparation of traffic control plans and specifications, including construction sequence, and traffic control/detour plan phases required for the construction of the project.

**5. Storm Water Pollution Prevention Plan**

- Preparation of storm water pollution prevention plans and specifications for the project, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) requirements.

**6. Miscellaneous Expenses**

- Reproduction for review sets, submittals to Hilshire Village, TCEQ, and private utility companies.
- Travel (mileage) and Courier/delivery services cost.

**II. BIDDING PHASE SERVICES**

**A. Basic Services**

**1. Bidding Services:**

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- Post and manage bid documents in CIVCASTUSA.com for potential bidders.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.
- Attend Bid Opening and evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.

**III. CONSTRUCTION PHASE SERVICES**

**A. Basic Services**

**1. Construction Administration:**

- Conduct a pre-construction conference for the project.

- Conduct monthly construction progress meetings, prepare and distribute agendas and meeting notes.
- Act as the City's Project Representative during the construction phase.
- Address questions and provide clarifications regarding plans, design details and related items during construction.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completed work, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full-time site representation is not included as part of the Construction Administration tasks.
- Monitor Contractor in maintaining a set of as-built drawings.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct substantial completion and final inspections of the Project, prepare punch list(s), and make a recommendation for Final Payment and closeout of the Project.

## **B. Special/Additional Services**

### **1. Construction Observation Services:**

- Provide one construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction time for this project is 120 calendar days.



- HDR will provide support to the on-site representative(s) through supervisory and administrative services.
- The on-site representative(s) will be on-site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will attend meetings with the Contractor and the City such as pre-construction conference, progress meetings, and other project related meetings.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates. The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to HDR's project manager.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of the substantial completion and final inspections, the preparation of punch list(s) and subsequent follow up inspections.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

**2. Record Drawing Services**

- After construction is completed, HDR will prepare the record drawings for the project based on as-built information furnished by Contractor.

**3. Miscellaneous Expenses**

- Reproduction cost (i.e. pay estimates, meeting notes, submittals, etc.)
- Travel (mileage) and Courier/delivery services cost.

**FEE SCHEDULE**

The Basic Services Fee for the above-described scope of services are proposed to be on a lump sum basis, calculated on the basis of level of effort (LOE) estimates to complete each of the tasks required to fulfill the design, bidding and construction phase services of this project (refer to Exhibit A – Level of Effort for Hilshire Green Drive Paving, Drainage & Utility Improvements).

The fee schedule is separated into: Design, Bidding, and Construction Phases, as outlined below:

**Basic Services:**

a) Design Phase Services – Lump Sum Level of Effort (See Exhibit A)	=	\$79,705
b) Bidding Phase Services – Lump Sum Level of Effort (See Exhibit A)	=	\$9,852
c) Construction Administration – Lump Sum Level of Effort (See Exhibit A)	=	\$29,571
<b>Total – Basic Services (Exhibit A)</b>	<b>=</b>	<b>\$119,128</b>

**Design Phase & Bidding Phase Additional Services:**

a) Topographical Survey – Subcontract Cost (See Exhibit A) - \$5,875 + 10%	=	\$6,463
b) Geotechnical Investigation – Subcontract Cost (See Exhibit A) - \$6,400 + 10%	=	\$7,040
c) Tree Protection Plan – Subcontract Cost (See Exhibit A) - \$4,020 + 10%	=	\$4,422
d) Traffic Control Plan – Lump Sum Level of Effort (See Exhibit A)	=	\$11,033

e) Storm Water Pollution Prevention Plan – Lump Sum Level of Effort (See Exhibit A)	=	\$4,530
f) *Miscellaneous Expenses (Reproduction, Travel & Courier Services) – Subcontractor Cost (See Exhibit A) – Cost plus 10%	=	\$500
<b>Total – Design &amp; Bidding Additional Services (Exhibit A)</b>	=	<b>\$33,987</b>

**Construction Phase Additional Services:**

a) *Construction Observation – Hourly (Based on average 40 hours/week)(See Exhibit A)	=	\$134,719
b) Record Drawings – Lump Sum Level of Effort (See Exhibit A)	=	\$3,618
c) * Miscellaneous Expenses (Reproduction, Travel & Courier Services) – Subcontractor Cost (See Exhibit A) – Cost plus 10%	=	\$1,500
<b>Total – Construction Additional Services (Exhibit A)</b>	=	<b>\$139,836</b>

**Grand Total** = **\$292,952**

\* At this time the magnitude of these tasks is not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.

The anticipated construction duration required for the project is estimated to be 120 calendar days. The budget fee for construction observation includes hourly costs for a full-time site representative (based on average 40 hours/week), supervisory and administrative services, and reimbursable items. Reimbursable items will be:

- Vehicle Expenses (Mileage at the prevailing Federal rate)
- Reproduction (Documents pertaining to the project, special requests by the client, miscellaneous photocopies not pertaining to normal duties and responsibilities)

**TERMS AND CONDITIONS**

This project will be performed as a Project Engineering Design Service under the current on-going engineering services contract with the City of Hilshire Village, and its terms and conditions will apply.

Invoices will be submitted on a monthly basis, reflecting charges to date on the basis specified in this proposal. Lump sum project tasks will be billed as a percentage of completion, based on the

estimated progress of the work to date. Outstanding invoices will accrue interest charges at the current maximum allowable rate after 30 days.

For all services billed on an hourly basis, the fee includes hourly costs for all personnel based on actual raw labor rates times a multiplier of 3.05 for all employees. Hourly rates are subject to revision on an annual basis due to raises and personnel changes, however, the multiplier will not change without authorization from the City.

Overtime for site representative personnel and hourly employees will be charged at 1.5 times the normal rate. Overtime is defined as time over 40 hours within a one-week period (Sunday to Saturday).

Subconsultant and subcontractor costs will be billed at the subcontract invoice cost plus 10%. Reimbursable expenses will be charged at cost plus 10%.

Mileage will be charged at the prevailing Federal rate.

HDR Engineering, Inc. appreciates the opportunity to submit this proposal and we look forward to working with the City of Hilshire Village on this very important project.

Sincerely,

HDR Engineering, Inc.



David Weston  
Vice President/Area Manager

cc: Marketing Files

Attachments:

1. Exhibit A – Level of Effort (LOE) for Hilshire Green Drive Paving, Drainage & Utility Improvements.
2. Landtech, Inc. Survey Proposal dated 5/8/2023.
3. Geotest Engineering, Inc. Geotechnical Proposal dated 5/9/2023.
4. C.N. Koehl Urban Forestry, Inc. Proposal dated 5/9/2023.

**Accepted by City of Hilshire Village this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**By \_\_\_\_\_**  
**Name and Title**

**From:** [Cassie Stephens](#)  
**To:** [Him, Efrain](#)  
**Cc:** [Lisa Ray](#); [Vasquez, Javier](#)  
**Subject:** Re: Hilshire Village Authorization for Hilshire Green Paving, Drainage & Utility Improvements Project...  
**Date:** Wednesday, July 19, 2023 11:01:25 AM

---

**CAUTION: [EXTERNAL]** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Efrain,

Please proceed with the engineering services listed in your previous message as approved by Hilshire Village City Council on 7/18/2023, not to exceed the amount of \$114,000.

Thank you,

*Cassie Stephens*

*Assistant City Secretary*

City of Hilshire Village

Office: 713-973-1779

Fax: 713-973-7793

**PUBLIC OFFICIALS:**

This email with any attachments may constitute a public record of the City of Hilshire Village and may be subject to public disclosure under the [Texas Public Information Act](#).

A "reply all" of this e-mail could lead to violations of the [Texas Open Meetings Act](#). Please reply only to the sender.

---

**From:** Him, Efrain <Efrain.Him@hdrinc.com>

**Sent:** Tuesday, July 18, 2023 7:54 PM

**To:** Cassie Stephens <cassie.stephens@hilshirevillagetexas.com>

**Cc:** Lisa Ray <lisa.ray@hilshirevillagetexas.com>; Vasquez, Javier <javier.vasquez@hdrinc.com>

**Subject:** Hilshire Village Authorization for Hilshire Green Paving, Drainage & Utility Improvements Project...

Cassie,

Based on tonight's 7/18/2023 Council Meeting, Discussion and Possible Action Item 5.A. Hilshire Green Paving, Drainage & Utility Improvements Project, City Council has authorized HDR to proceed with the following services from the attached Engineering Services Proposal at this time:

1. Design Phase Services (Basic Services) for a lump sum amount of \$79,705.00
2. Topographic Survey (Additional Services) for a cost + 10% amount of \$6,463.00
3. Geotechnical Investigation (Additional Services) for a cost + 10% amount of \$7,040.00
4. Tree Protection Plan (Additional Services) for a cost + 10% amount of \$4,422.00
5. Traffic Control Plan (Additional Services) for a lump sum amount of \$11,033.00
6. Storm Water Pollution Prevention Plan for a lump sum amount of \$4,530.00
7. Miscellaneous Expenses (Reproduction, Travel & Courier Services) for a cost + 10% amount of \$500.00

The total authorized amount at this time is \$113,693.00

All other remaining services (i.e. Bidding Phase Services, Construction Administration, Construction Observation, Record Drawings, and Miscellaneous Expenses for Construction Phase) will be authorized by the City at a later time.

Could you please confirm this understanding/authorization by replying to this e-mail, so I can proceed forward with this project?

If you have any questions or comments, please do not hesitate to contact me (713) 622-9264.

Thanks,

**Efrain A. Him**, P.E.  
*Senior Project Manager*

**HDR**  
4828 Loop Central Drive, Ste. 800  
Houston, TX 77081  
T 713.622.9264 F 713.622.9265  
[efrain.him@hdrinc.com](mailto:efrain.him@hdrinc.com)

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**CITY OF HILSHIRE VILLAGE  
EXHIBIT A - LEVEL OF EFFORT (LOE) FOR HILSHIRE GREEN DRIVE PAVING, DRAINAGE & UTILITY IMPROVEMENTS**

Item	Description / Task	Basic Services (HDR) - Estimated Manhours									Subtotal (hrs)	Subtotal (cost \$)	Additional Services - HDR	Basic Services - Subconsultants (cost+10%)	Additional Services - Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
		Principal (hrs)	Sr. Project Manager (hrs)	Project Manager (hrs)	Project Engineer (hrs)	Sr. Designer (hrs)	CAD Operator (hrs)	Clerical (hrs)	Constr. Manager (hrs)	Constr. Inspector (hrs)							
	Raw Salary	\$90	\$85	\$65	\$45	\$60	\$55	\$30	\$85	\$60							
	Raw Salary Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99	3.05	3.05							
<b>I</b>	<b>Phase II - Final Design :</b>																
<b>A</b>	<b>Project Management and Document Submission</b>																
	1. Data Collection				8.0	1.0	1.0	12.0			22.0	\$2,497					\$2,497
	2. Geotechnical Investigation										0.0			\$7,040			\$7,040
	3. Site / Coordination / Workshop Meetings		8.0	16.0	16.0	8.0	8.0	8.0			64.0	\$10,764					\$10,764
	4. Progress Submittals QA/QC (70% & 100%/Mylars)	10.0	8.0	8.0	8.0	8.0			10.0		44.0	\$9,948					\$9,948
	5. Specifications, Preparation & Review		8.0	8.0	18.0			24.0			58.0	\$8,163					\$8,163
	6. Construction Cost Estimate, Preparation & Review		4.0	8.0	16.0			12.0			40.0	\$5,801					\$5,801
	7. Interagency Coordination & Private Utility Signatures	4.0	8.0	8.0	12.0			8.0			40.0	\$6,997					\$6,997
	8. Misc. Expenses (Reproduction, Travel & Courier Services)										0.0		\$0		\$500		\$500
	<b>Subtotal Project Management &amp; Document Subm.</b>	<b>14.0</b>	<b>36.0</b>	<b>48.0</b>	<b>78.0</b>	<b>9.0</b>	<b>9.0</b>	<b>64.0</b>	<b>10.0</b>	<b>0.0</b>	<b>268.0</b>	<b>\$44,168</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,040</b>	<b>\$500</b>	<b>\$51,708</b>
<b>B</b>	<b>Drawings</b>																
	G-1 Cover Sheet		1.0		1.0			4.0			6.0	\$1,047					\$1,047
	G-2 General Notes / Legend & Abbreviations		1.0	2.0	4.0			4.0			11.0	\$1,839					\$1,839
	G-3 Overall Layout Plan (1"=60')		1.0		1.0			4.0			6.0	\$1,047					\$1,047
	S-1 thru S-2 Survey & Control Maps										0.0			\$6,463			\$6,463
	P-1 Plan Sanitary Sewer Rehab 1"=40' (Hilshire Green)		2.0	4.0	12.0	2.0		18.0			38.0	\$6,219					\$6,219
	PP-1 Plan & Profile 1"=20' H / 1"=2' V (Hilshire Green)		2.0	8.0	12.0	4.0		24.0			50.0	\$8,342					\$8,342
	SWP-1 SWPPP (1"=60')(Hilshire Green)		1.0	2.0	4.0			12.0			19.0	\$3,154					\$3,154
	SWP-2 SWPPP Details 1 (NTS)		1.0	1.0	2.0			4.0			8.0	\$1,375					\$1,375
	TCP-1 Construction Sequence Plan		1.0	2.0	6.0	2.0		10.0			21.0	\$3,453					\$3,453
	TCP-2 Traffic Control Plans		1.0	4.0	6.0	2.0		12.0			25.0	\$4,171					\$4,171
	TCP-3 Typical Traffic Control Intersection Details		1.0	1.0	2.0			8.0			12.0	\$2,033					\$2,033
	TCP-4 Typical Traffic Control Details		1.0	1.0	2.0			4.0			8.0	\$1,375					\$1,375
	D-1 Paving Details 1		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-2 Paving Details 2		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-3 Paving Details 3		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-4 Water Details 1		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-5 Water Details 2		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-6 Water Details 3		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-7 Water Details 4		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-8 Sanitary Sewer Details 1		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-9 Sanitary Sewer Details 2		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	D-10 Storm Sewer Details		1.0	2.0	3.0			4.0			10.0	\$1,704					\$1,704
	TP-1 thru TP-3 Tree Protection Plans & Details										0.0			\$4,422			\$4,422
	<b>Subtotal Drawings</b>	<b>0.0</b>	<b>23.0</b>	<b>45.0</b>	<b>82.0</b>	<b>10.0</b>	<b>144.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>304.0</b>	<b>\$35,536</b>	<b>\$15,563</b>	<b>\$0</b>	<b>\$10,885</b>	<b>\$0</b>	<b>\$61,984</b>
<b>C</b>	<b>Bidding Phase</b>																
	1. Attend Pre-Bid Meeting		2.0		2.0						4.0	\$777					\$777
	2. Prepare & Issue Addenda		2.0	4.0	8.0			8.0	4.0		26.0	\$4,037					\$4,037
	3. Respond to Bidder Questions		2.0	2.0	8.0						12.0	\$1,973					\$1,973
	4. Bid Evaluation / Bid Tabulation		1.0	1.0	2.0				6.0		10.0	\$1,256					\$1,256
	5. Recommendation of Award		1.0	2.0	2.0				6.0		11.0	\$1,450					\$1,450
	6. Construction Contract Preparation								4.0		4.0	\$359					\$359
	<b>Subtotal Bidding Phase</b>	<b>0.0</b>	<b>8.0</b>	<b>9.0</b>	<b>22.0</b>	<b>0.0</b>	<b>8.0</b>	<b>20.0</b>	<b>0.0</b>	<b>0.0</b>	<b>67.0</b>	<b>\$9,852</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,852</b>

\$7,040 Geotechnical

\$6,463 Survey

\$4,530 SWPPP

\$11,033 Traffic Control Plan

\$4,422 Tree Protection

\$500 Mileage, Repro & Courier

Item	Description / Task	Basic Services (HDR) - Estimated Manhours									Subtotal (hrs)	Subtotal (cost \$)	Additional Services - HDR	Basic Services - Subconsultants (cost+10%)	Additional Services - Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
		Principal (hrs)	Sr. Project Manager (hrs)	Project Manager (hrs)	Project Engineer (hrs)	Sr. Designer (hrs)	CAD Operator (hrs)	Clerical (hrs)	Constr. Manager (hrs)	Constr. Inspector (hrs)							
	Raw Salary	\$90	\$85	\$65	\$45	\$60	\$55	\$30	\$85	\$60							
	Raw Salary Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99	3.05	3.05							
<b>II</b>	<b>Phase III - Construction Phase Services:</b>																
	1. Attend Pre-Construction Meeting		2.0	2.0	2.0						6.0	\$1,166					\$1,166
	2. Attend Scheduled Construction Progress Meetings		8.0	8.0	16.0						32.0	\$5,741					\$5,741
	3. Submittals		6.0	12.0	24.0			10.0			52.0	\$7,983					\$7,983
	4. RFI's/Change Orders		2.0	8.0	12.0		4.0	2.0			28.0	\$4,515					\$4,515
	5. Review Contractor Monthly Pay Estimates		3.0	6.0				12.0			21.0	\$3,005					\$3,005
	6. Substantial/Final Completion Walk-Thru/Punch Lists		3.0	6.0	10.0						19.0	\$3,274					\$3,274
	7. As-Built Drawings		2.0	4.0			12.0	4.0			22.0	\$3,618					\$3,618
	8. Project Closeout		8.0	4.0				12.0			24.0	\$3,887					\$3,887
	9. Construction Observation								34.0	688.0	722.0	\$134,719					\$134,719
	10. Misc. Expenses (Reproduction, Travel & Courier Services)										0.0	\$0			\$1,500		\$1,500
	<b>Subtotal Phase III - Construction Phase Services</b>	<b>0.0</b>	<b>34.0</b>	<b>50.0</b>	<b>64.0</b>	<b>0.0</b>	<b>16.0</b>	<b>40.0</b>	<b>34.0</b>	<b>688.0</b>	<b>926.0</b>	<b>\$29,571</b>	<b>\$138,336</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$169,408</b>
SUBTOTAL PHASE II - BASIC SERVICES HOURS		14.0	61.0	91.0	160.0	15.0	111.0	84.0	10.0	0.0	546.0						
SUBTOTAL PHASE II - BASIC SERVICES COST		\$3,767	\$15,503	\$17,686	\$21,528	\$2,691	\$18,254	\$7,535	\$2,593	\$0		\$89,557					\$89,557
SUBTOTAL PHASE II - ADDITIONAL SERVICES HOURS (HDR)		0.0	6.0	11.0	22.0	4.0	50.0	0.0	0.0	0.0	93.0						
SUBTOTAL PHASE II - ADDITIONAL SERVICES COST (HDR)		\$0	\$1,525	\$2,138	\$2,960	\$718	\$8,223	\$0	\$0	\$0		\$15,563			\$500		\$16,063
SUBTOTAL PHASE II - ADDITIONAL SERVICES COST (SUBS)														\$17,925			\$17,925
TOTAL PHASE II - BASIC & ADDITIONAL SERVICES												\$89,557	\$15,563	\$0	\$17,925	\$500	\$123,544
SUBTOTAL PHASE III - BASIC SERVICES HOURS		0.0	32.0	46.0	64.0	0.0	4.0	36.0	0.0	0.0	182.0						
SUBTOTAL PHASE III - BASIC SERVICES COST		\$0	\$8,133	\$8,940	\$8,611	\$0	\$658	\$3,229	\$0	\$0		\$29,571					\$29,571
SUBTOTAL PHASE III - ADDITIONAL SERVICES HOURS (HDR)		0.0	2.0	4.0	0.0	0.0	12.0	4.0	34.0	688.0	744.0						
SUBTOTAL PHASE III - ADDITIONAL SERVICES COST (HDR)		\$0	\$508	\$777	\$0	\$0	\$1,973	\$359	\$8,815	\$125,904		\$138,336			\$1,500		\$139,836
SUBTOTAL PHASE III - ADDITIONAL SERVICES COST (SUBS)														\$0			\$0
TOTAL PHASE III - BASIC & ADDITIONAL SERVICES		\$0	\$8,133	\$8,940	\$8,611	\$0	\$658	\$3,229	\$0	\$0		\$29,571	\$138,336	\$0	\$0	\$1,500	\$169,408
TOTAL PHASES II & III - BASIC AND ADD. SERVICES HOURS		14.0	101.0	152.0	246.0	19.0	177.0	124.0	44.0	688.0	1,565.0						
TOTAL PHASES II & III - BASIC SERVICES																	\$119,128
TOTAL PHASES II & III - ADDITIONAL SERVICES																	\$173,824
TOTAL PHASES II & III - BASIC AND ADDITIONAL SERVICES																	\$292,952

\$3,618 Record Drawings

\$134,719 Construction Observation

\$1,500 Mileage, Repro & Courier



May 8, 2023

Mr. Efrain A. Him P.E.  
Senior Project Manager  
HDR  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081

RE: Hilshire Green Paving, Drainage and Utility Improvements Project

Dear Mr. Him:

It is my pleasure to submit the following proposal for providing professional surveying service for the above referenced project. The scope of work will be as follows:

Topographic survey for Hilshire Green Drive from Cul-De-Sac dead end to Wirt Road:

- ROW and 20 feet beyond both sides of ROW.
- Cross sections at 50 feet intervals.
- At the intersection with Writ Road, extend the survey to the center of Wirt Road.
- Locate boreholes.

Provide CAD file of the plan view of the field data.

Lump Sum Fee of \$5,875.00

Thank you for the opportunity to submit this proposal.

Sincerely,



Paul Kwan, RPLS.  
President



# GEOTEST ENGINEERING, INC.

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1140618199**

May 9, 2023

Mr. Efrain A. Him, P.E.  
Senior Project Manager  
HDR  
4828 Loop Center Drive, Suite 800  
Houston, Texas 77081

**Re: Proposal for Geotechnical Services  
Hilshire Green Paving, Drainage & Utility Improvements Project  
City of Hilshire Village, Texas**

Dear Mr. Him:

In accordance with your request on May 8, 2023, Geotest Engineering, Inc. is pleased to submit this proposal for the referenced project. Based on the provided information, we understand that the scope of the project will include replacement and installation of new water lines by open cut and/or auger construction, rehabilitate existing sanitary sewers by pipe bursting, removal and replacement of existing storm sewer system, and reconstruction of concrete roadways and driveways within the ROW along Hilshire Green Drive from Cul-De-Sac dead end to Wirt Road in City of Hilshire Village, Texas. The proposed waterline will be approximately 4 to 6 feet deep below the existing grade.

## Purpose and Scope

The purpose of this investigation is to explore subsurface soil and water level conditions and to develop geotechnical recommendations for the proposed improvements in the City of Hilshire Village, Texas. The scope of this investigation is based on the information provided to us in your e-mail on May 8, 2023, and will include the following tasks:

- Calling Texas 811 and Coordinate with utility locators to get areas for the proposed boring locations cleared.
- Drilling and sampling two (2) 10-foot borings for the proposed improvements.

- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Perform appropriate laboratory tests on selected representative soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the design of the proposed utility improvements including excavation stability, open cut and trenchless parameters, bedding and backfill, groundwater control, pavement replacement and repair and construction considerations.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations in accordance with City of Houston Guideline.

*It is our understanding that your surveyors will tie-in our borings after completion of the drilling.*

### Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about two (2) weeks. A geotechnical report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving the written authorization.

### Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$6,400.00. The cost breakdown given in Attachment No. 1 is for additional

information only. The invoices will be billed on Lump Sum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Sincerely,  
**GEOTEST ENGINEERING, INC.**  
**TBPE Registration No. F-410**

B.C. K

Mohan Ballagere, P.E.  
Vice Present

MB\ego  
Copies Submitted: (1-PDF)  
Enclosure: Attachment No. 1 – Cost Breakdown  
PC38\Geotechnical\Proposals\40618199.DOC

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT NO. 1  
COST BREAKDOWN**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<b><u>Field Investigation</u></b>				
Mob and Demob of Truck Mounted Drilling Rig	1	LS	\$400.00	\$400.00
Drilling and Continous Sampling (0'-20 )	20.0	ft.	\$24.00	\$480.00
Grouting of Completed Bore Holes	20.0	ft.	\$8.00	\$160.00
Utility Clerance for Boring Locations,Marking borings and Field Coordination	4.0	hr.	\$85.00	\$340.00
Vehicle Charge	4.0	hr.	\$9.00	\$36.00
Traffic Control (Minor Street)	1.0	day	\$800.00	\$800.00
			<b>Subtotal</b>	<b>\$2,216.00</b>
<b><u>Laboratory Testing</u></b>				
Liquid and Plastic Limits	2	ea.	\$68.00	\$136.00
Moisture Content Only	8	ea.	\$10.00	\$80.00
Percent Passing No. 200 Sieve	2	ea.	\$52.00	\$104.00
Particle-Size Analysis	1	ea.	\$62.00	\$62.00
Unconsolidated Undrained Triaxial Compression	2	ea.	\$69.00	\$138.00
			<b>Subtotal</b>	<b>\$520.00</b>
<b><u>Engineering Services</u></b>				
Sr. Engineer	2	hrs.	\$170.00	\$340.00
Project Engineer	4	hrs.	\$133.00	\$532.00
Graduate Engineer	24	hrs.	\$105.00	\$2,520.00
Support Personnel, Word Processing	4	hrs.	\$68.00	\$272.00
			<b>Subtotal</b>	<b>\$3,664.00</b>
			<b>Total</b>	<b>\$6,400.00</b>

May 9, 2023

Mr. Efrain A. Him., P.E.  
 Senior Project Manager  
 HDR  
 4828 Loop Central Drive, Suite 800  
 Houston, Texas 77081

Re: Proposal for Urban Forestry Consulting Services on the City of Hilshire Village,  
 Hilshire Green Paving, Drainage & Utility Improvements Project.

Dear Mr. Him,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the Hilshire Green Paving, Drainage & Utility Improvements Project. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

Field Evaluation/Site Visit

We will walk each side of every street and utility easement on which construction is proposed and evaluate the species, size, condition, and preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival. The data collected and used in the preliminary evaluation will also be used for the final evaluation and tree preservation plan.

Fee for Field Evaluation/Site Visit  
 Hilshire Green (400 l.f.)  
 5.0 hours @ \$140.00/hour.....\$700.00

Preliminary Evaluation/Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed prior to final submittals, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and anticipated treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the root system. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, a ts&v, vertical offset, inlets, or a fire hydrant, will be redlined on plan and profile drawings copied to our

Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City's Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, etc.). Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The preliminary tree protection plan and quantity totals and cost estimates will be emailed to you so that your staff may use the quantity estimates as needed and plot the tree protection plan as it is needed. The AutoCad drawn tree protection plan would include our logo with a signature line, which we provide a signed PDF file at the mylar stage. The preliminary tree protection plan and quantity/cost estimate can be included in your 70% and/or 90% submittal so that the City's staff can review our plan and provide comments prior to the final submittal. We will need 14-18 business days to schedule and complete the field evaluation and preliminary tree protection plan.

Fee for Preliminary Evaluation/Plan  
8.0 hours @ \$140.00/hour.....\$1,120.00

Final Evaluation/Tree Preservation Plan and Specifications

We will review the construction design just prior to the final submittal, following comments from the City on recommendations made in the 70% and/or 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates will be finalized and forwarded to engineer for inclusion in project. We will need 7-10 days to schedule and complete the Final Evaluation and Plan.

Fee for Final Evaluation/Plan  
6.0 hours @ \$140.00/hour.....\$840.00

Drafting AutoCAD (DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. This format typically allows us to fit approximately 1,200-1,500 l.f. per plan sheet, which would give us 1 sheet on this project. A sheet with tree protection details will also be included for a total of 2 sheets. The drawings will be emailed or uploaded to your one drive so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan  
6.0 hours @ \$60.00/hour.....\$360.00

**Total CAD drawn Tree Protection Plan Fees.....\$3,020.00**

During Construction Consulting Services

We can be available during the construction phase of the project should any issues arise that may impact tree protection. We propose providing services on an as needed bases, with a not to exceed limit. This will allow the City to utilize our services as little or as much as is deemed appropriate. We propose the following fee schedule:

Urban Forestry Consultant..... \$140.00/hour  
Mileage..... \$0.60/mile

**Total Not to Exceed Fee for During Construction Consulting.....\$1,000.00**

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Baytown Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. It is our goal to provide you the most effective, efficient, and value-added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me or Craig at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President





October 11,2024

Mayor and City Council  
City of Hilshire Village  
8301 Westview Drive  
Houston, Texas 77055

Re: Proposal for Engineering Services for Hickory Shadows Paving, Drainage & Water Line Improvements Project

Dear Mayor and City Council Members:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for Professional Engineering Services for the above referenced project. The proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience this proposal consists of General Overview, Scope of Services, Fee Schedule, and Terms and Conditions.

### **GENERAL OVERVIEW**

HDR (previously Claunch & Miller, Inc.) developed a Street Condition Survey & Overall Paving Improvement Plan, and a Comprehensive Underground Utility Assessment for the City of Hilshire Village in 2003 and 2004, respectively. The utility assessment report recommended the replacement of existing 6-inch and 8-inch water lines within the Hickory Shadows Subdivision. These water lines are cast iron and are approximately 44-years old, exceeding their normal lifespan, therefore, they shall be replaced.

The Street Condition Survey & Overall Paving Improvement Plan identified the concrete curb and gutter roadway along Hickory Shadows as a Priority 3 Project (5 – 10 Years). The deterioration level reported back in 2003 was 2B (based on the Pavement Condition Rating System), or rigid pavement in fair condition with slight to moderate faulting at cracks and joints; rideability is fair to good and surface is intermittently slightly rough and uneven; surface slightly polished.

As part of the City's 2023-2024 Capital Improvement Plan (CIP), the City has identified and prioritized the replacement of the water lines, and the reconstruction of Hickory Shadows Drive, as the next CIP Project to be designed and constructed. The City requested HDR to submit a proposal for the replacement of the aging water utility infrastructure, as well as the reconstruction of the concrete curb and gutter roadway and associated drainage system within the Hickory Shadows Subdivision. The sanitary sewer collection system within this Subdivision was previously rehabilitated as part of the Archley Drive Paving, Drainage & Utility Improvements Project.

hdrinc.com 4828 Loop Central Drive, Suite 700, Houston, TX 77081-2220  
T (713) 622-9264 F (713) 622-9265  
Texas Registered Engineering Firm F-754  
(713) 622-9264

The proposed Hickory Shadows Subdivision improvements include the abandonment of the existing 6-inch and 8-inch water lines and valves, installation of approximately 1,400 LF of 8-inch water line, installation of fire hydrants and valves, transfer and reconnection of approximately twenty-four (24) water services to the new lines, associated appurtenances; and reconstruction of approximately 1,000 LF of 29-ft wide concrete curb and gutter roadway and associated drainage system.

Trenchless methods of construction are recommended for this project area, similar to the methods used in the Archley, Pine Creek, Bridle Spur, Friarcreek, Pine Chase, Glourie, Guinea, and Ridgeley project areas, in order to minimize the impact to residents and traffic. In general, the water lines will be constructed by auger method whenever possible, while some portions may be open cut, when necessary.

The preliminary engineer's opinion of probable construction cost (OPCC) for this project is \$1,088,000 as reflected in the City's 2023-2024 CIP. Please note that this is an estimate of probable construction cost based on preliminary and limited information available at this time, as well as current market conditions. Changes in the market conditions could potentially increase or decrease this cost. Once the design is completed, HDR will furnish a more accurate OPCC.

This proposal addresses the engineering services HDR will provide the City during the Design, Bidding and Construction Phases, as well as other services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering services) and Special/Additional Services. Special/Additional services are those services that are beyond the Basic Services provided for in the scope portion of this proposal.

Due to the nature of this project there are certain Special/Additional Services that will be needed and others that may or may not be required. In the fee schedule portion of this proposal the Special/Additional Services that are anticipated are listed and a budgetary amount included. Other Special/Additional Services may be required and may be identified as the project progresses but will only be performed when authorized by the City.

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services**

- Attend two (2) Public Hearing/Workshop Meetings with City Council and residents to address project progress and obtain feedback from City and residents, as necessary.
- Obtain utility information/record drawings on water lines designated for replacement.
- Coordinate with private utility entities (i.e. gas, electric, cable, telephone, etc.), incorporate appropriate comments from pertinent entities into the final documents, and secure signatures.

- Water improvements will be replaced as identified in the City’s 2004 Comprehensive Underground Utility Assessment Report. This includes approximately 1,000 LF of water line along Hickory Shadows Drive and 400 LF of water line in the water line easement connecting to Ridgeley Drive.
- Proposed roadways will be completely reconstructed with 29-ft wide concrete curb and gutter within the Hickory Shadows Drive right-of-way, unless otherwise requested by the City. The storm sewer system will be designed to handle a City of Houston 2-year storm frequency.
- Prepare bidding/construction drawings and specifications for the project based on planned improvements, as described in the General Overview section of this proposal.
- Prepare an Opinion of Probable Construction Cost (OPCC) for the project.
- Complete design services within five (5) months of the City’s authorization to proceed with these engineering services.
- Furnish two (2) sets of 70% Submittal documents (Plans and Specifications) to the City.
- Furnish two (2) sets of Bid/Construction documents to the City.

**B. Special/Additional Services**

**1. Topographical Survey**

- Perform topographical survey services of the project areas to produce background information for design effort.

**2. Geotechnical Investigation**

- Obtain soil borings and perform laboratory work to determine geotechnical characteristics of soils and pavement within the project areas, and make design and construction recommendations for paving, drainage and water line improvements.

**3. Tree Protection Plan**

- Obtain urban forestry consulting services to evaluate the impact of proposed improvements to existing trees and landscape within the project area and develop a tree protection/preservation plan that will minimize impact to existing trees and landscape within the project areas.

**4. Traffic Control Plan**

- Preparation of traffic control plans and specifications, including construction sequence, and traffic control/detour plan phases required for the construction of the project.

**5. Storm Water Pollution Prevention Plan**

- Preparation of storm water pollution prevention plans and specifications for the project, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) requirements.

**6. Miscellaneous Expenses**

- Reproduction for review sets, submittals to Hilshire Village, TCEQ, and private utility companies.
- Travel (mileage) and Courier/delivery services cost.

**II. BIDDING PHASE SERVICES**

**A. Basic Services**

**1. Bidding Services:**

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- Post and manage bid documents in CIVCASTUSA.com for potential bidders. The City will be responsible for the associated cost to post the notice to bidders on Civcast.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.
- Attend Bid Opening and evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.

### III. CONSTRUCTION PHASE SERVICES

#### A. Basic Services

##### 1. Construction Administration:

- Conduct a pre-construction conference for the project.
- Conduct monthly construction progress meetings (5 maximum), prepare and distribute agendas and meeting notes.
- Act as the City's Project Representative during the construction phase.
- Address questions and provide clarifications regarding plans, design details and related items during construction.
- Review and respond accordingly to all submittals (30 maximum) and RFIs (2 maximum) as required by the contract specifications.
- Prepare change orders (2 maximum) necessitated by field conditions.
- Review and process the contractor's pay estimates (5 maximum), evaluate the completed work, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full-time site representation is not included as part of the Construction Administration tasks.
- Monitor Contractor in maintaining a set of as-built drawings.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct substantial completion and final inspections of the Project, prepare punch list(s), and make a recommendation for Final Payment and closeout of the Project.

## **B. Special/Additional Services**

### **1. Construction Observation Services:**

- Provide one full-time construction observer (on-site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction time for this project is 165 calendar days.
- HDR will provide support to the on-site representative(s) through supervisory and administrative services.
- The on-site representative(s) will be on-site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The on-site representative shall maintain daily reports.
- The on-site representative will attend meetings with the Contractor and the City such as pre-construction conference, progress meetings, and other project related meetings.
- The on-site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates. The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to HDR's project manager.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of the substantial completion and final inspections, the preparation of punch list(s) and subsequent follow up inspections.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.

- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

**2. Record Drawing Services**

- After construction is completed, HDR will prepare the record drawings for the project based on as-built information furnished by Contractor.

**3. Miscellaneous Expenses**

- Reproduction cost (i.e. pay estimates, meeting notes, submittals, etc.)
- Travel (mileage) and Courier/delivery services cost.

**FEE SCHEDULE**

The Basic Services Fee for the above-described scope of services are proposed to be on a lump sum basis, calculated on the basis of level of effort (LOE) estimates to complete each of the tasks required to fulfill the design, bidding and construction phase services of this project (refer to Exhibit A – Level of Effort for Hickory Shadows Paving, Drainage & Water Line Improvements).

The fee schedule is separated into: Design, Bidding, and Construction Phases, as outlined below:

**Basic Services:**

a) Design Phase Services – Lump Sum Level of Effort (See Exhibit A)	= \$136,201
b) Bidding Phase Services – Lump Sum Level of Effort (See Exhibit A)	= \$13,688
c) Construction Administration – Lump Sum Level of Effort (See Exhibit A)	= \$48,235
<b>Total – Basic Services (Exhibit A)</b>	<b>= \$198,124</b>

**Design Phase & Bidding Phase Additional Services:**

a) Topographical Survey – Subcontract Cost (See Exhibit A) - \$22,600 + 10%	= \$24,860
b) Geotechnical Investigation – Subcontract Cost (See Exhibit A) - \$9,566 + 10%	= \$10,522
c) Tree Protection Plan – Subcontract Cost (See Exhibit A) - \$7,630 + 10%	= \$8,393
d) Traffic Control Plan – Lump Sum Level of Effort (See Exhibit A)	= \$22,210
e) Storm Water Pollution Prevention Plan – Lump Sum Level of Effort (See Exhibit A)	= \$5,388
f) *Miscellaneous Expenses (Reproduction, Travel & Courier Services) – Subcontractor Cost (See Exhibit A) – Cost plus 10%	= \$500
<b>Total – Design &amp; Bidding Additional Services (Exhibit A)</b>	<b>= \$71,873</b>

**Construction Phase Additional Services:**

a) *Construction Observation – Hourly (Based on average 40 hours/week)(See Exhibit A)	= \$184,159
b) Record Drawings – Lump Sum Level of Effort (See Exhibit A)	= \$5,047
c) * Miscellaneous Expenses (Reproduction, Travel & Courier Services) – Subcontractor Cost (See Exhibit A) – Cost plus 10%	= \$2,000
<b>Total – Construction Additional Services (Exhibit A)</b>	<b>= \$191,206</b>

**Grand Total** = **\$461,203**

\* At this time the magnitude of these tasks is not known. Therefore, budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.

The anticipated construction duration required for the project is estimated to be 165 calendar days. The budget fee for construction observation includes hourly costs for a full-time site representative (based on average 40 hours/week), supervisory and administrative services, and reimbursable items. Reimbursable items will be:



- Vehicle Expenses (Mileage at the prevailing Federal rate)
- Reproduction (Documents pertaining to the project, special requests by the client, miscellaneous photocopies not pertaining to normal duties and responsibilities)

### **TERMS AND CONDITIONS**

This project will be performed as a Project Engineering Design Service under the current on-going engineering services contract with the City of Hilshire Village, and its terms and conditions will apply.

Invoices will be submitted on a monthly basis, reflecting charges to date on the basis specified in this proposal. Lump sum project tasks will be billed as a percentage of completion, based on the estimated progress of the work to date. Outstanding invoices will accrue interest charges at the current maximum allowable rate after 30 days.

For all services billed on an hourly basis, the fee includes hourly costs for all personnel based on actual raw labor rates times a multiplier of 3.05 for all employees. Hourly rates are subject to revision on an annual basis due to raises and personnel changes, however, the multiplier will not change without authorization from the City.

Overtime for site representative personnel and hourly employees will be charged at 1.5 times the normal rate. Overtime is defined as time over 40 hours within a one-week period (Sunday to Saturday).

Subconsultant and subcontractor costs will be billed at the subcontract invoice cost plus 10%. Reimbursable expenses will be charged at cost plus 10%.

Mileage will be charged at the prevailing Federal rate.

HDR Engineering, Inc. appreciates the opportunity to submit this proposal and we look forward to working with the City of Hilshire Village on this very important project.

Sincerely,

HDR Engineering, Inc.



David Weston  
Vice President/Area Manager

cc: Marketing Files

Attachments:

1. Exhibit A – Level of Effort (LOE) for Hickory Shadows Paving, Drainage & Utility Improvements.
2. MBCO Engineering, LLC Survey Proposal dated 10/4/2024.
3. Geotest Engineering, Inc. Geotechnical Proposal dated 9/19/2024.
4. C.N. Koehl Urban Forestry, Inc. Proposal dated 9/27/2024.

Accepted by City of Hilshire Village this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By \_\_\_\_\_  
Name and Title

**CITY OF HILSHIRE VILLAGE  
EXHIBIT A - LEVEL OF EFFORT (LOE) FOR HICKORY SHADOWS PAVING, DRAINAGE & WATER LINE IMPROVEMENTS**

Item	Description / Task	Basic Services (HDR) - Estimated Manhours									Subtotal (hrs)	Subtotal (cost \$)	Additional Services - HDR	Basic Services - Subconsultants (cost+10%)	Additional Services - Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
		Principal (hrs)	Sr. Project Manager (hrs)	Project Manager (hrs)	Project Engineer (hrs)	Sr. Designer (hrs)	CAD Operator (hrs)	Clerical (hrs)	Constr. Manager (hrs)	Constr. Inspector (hrs)							
	Raw Salary	\$116	\$108	\$84	\$65	\$60	\$59	\$48	\$85	\$60							
	Raw Salary Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99	3.05	3.05							
<b>I</b>	<b>Phase II - Final Design :</b>																
<b>A</b>	<b>Project Management and Document Submission</b>																
	1. Data Collection				8.0	1.0	1.0	12.0			22.0	\$3,633					\$3,633
	2. Geotechnical Investigation										0.0			\$10,523			\$10,523
	3. Site / Coordination / Workshop Meetings		8.0	16.0	16.0	8.0	8.0	8.0			64.0	\$13,706					\$13,706
	4. Progress Submittals QA/QC (70% & 100%/Mylars)	12.0	8.0	8.0	8.0				10.0		46.0	\$12,902					\$12,902
	5. Specifications, Preparation & Review		8.0	8.0	24.0			24.0			64.0	\$12,702					\$12,702
	6. Construction Cost Estimate, Preparation & Review		4.0	8.0	16.0			12.0			40.0	\$8,133					\$8,133
	7. Interagency Coordination & Private Utility Signatures	4.0	8.0	8.0	12.0			8.0			40.0	\$9,460					\$9,460
	8. Misc. Expenses (Reproduction, Travel & Courier Services)										0.0		\$0		\$500		\$500
	<b>Subtotal Project Management &amp; Document Subm.</b>	<b>16.0</b>	<b>36.0</b>	<b>48.0</b>	<b>84.0</b>	<b>9.0</b>	<b>9.0</b>	<b>64.0</b>	<b>10.0</b>	<b>0.0</b>	<b>276.0</b>	<b>\$60,536</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,523</b>	<b>\$500</b>	<b>\$71,558</b>
<b>B</b>	<b>Drawings</b>																
	G-1 Cover Sheet		1.0		1.0		4.0				6.0	\$1,223					\$1,223
	G-2 General Notes / Legend & Abbreviations		1.0	2.0	4.0		4.0				11.0	\$2,308					\$2,308
	G-3 Overall Layout Plan (1"=60')		1.0		1.0		4.0				6.0	\$1,223					\$1,223
	S-1 thru S-2 Survey & Control Maps										0.0			\$24,860			\$24,860
	PP-1 Plan & Profile 1"=20' H / 1"=2' V (Hickory Shadow)		2.0	8.0	10.0	4.0	24.0				48.0	\$9,550					\$9,550
	PP-2 Plan & Profile 1"=20' H / 1"=2' V (Hickory Shadow)		2.0	8.0	10.0	4.0	24.0				48.0	\$9,550					\$9,550
	PP-3 Plan & Profile 1"=20' H / 1"=2' V (Hickory Shadow)		2.0	8.0	10.0	4.0	24.0				48.0	\$9,550					\$9,550
	PP-4 Plan & Profile 1"=20' H / 1"=2' V (Hickory Shadow Easement)		2.0	8.0	10.0	4.0	24.0				48.0	\$9,550					\$9,550
	PP-5 Plan & Profile 1"=20' H / 1"=2' V (Hickory Shadow Easement)		2.0	8.0	10.0	4.0	24.0				48.0	\$9,550					\$9,550
	DA-1 Drainage Area Map 1"=100' (Hickory Shadow)		1.0	2.0	4.0		8.0				15.0	\$3,014					\$3,014
	DA-2 Drainage Calculations 1"=100' (Hickory Shadow)		1.0	4.0	8.0		2.0				15.0	\$3,235					\$3,235
	SWP-1 SWPPP (1"=60')(Hickory Shadow)		1.0	2.0	4.0		12.0				19.0	\$3,720					\$3,720
	SWP-2 SWPPP Details 1 (NTS)		1.0	1.0	2.0		4.0				8.0	\$1,668					\$1,668
	TCP-1 Construction Sequence Plan 1"=100' (Hickory Shadow)		1.0	2.0	6.0	2.0	10.0				21.0	\$4,114					\$4,114
	TCP-2 Construction Sequence Plan 1"=100' (Hickory Shadow)		1.0	2.0	6.0	2.0	10.0				21.0	\$4,114					\$4,114
	TCP-3 Traffic Control Plans 1"=100' (Hickory Shadow)		1.0	4.0	6.0	2.0	12.0				25.0	\$4,969					\$4,969
	TCP-4 Traffic Control Plans 1"=100' (Hickory Shadow)		1.0	4.0	6.0	2.0	12.0				25.0	\$4,969					\$4,969
	TCP-5 Typical Traffic Control Intersection Details		1.0	1.0	2.0		8.0				12.0	\$2,374					\$2,374
	TCP-6 Typical Traffic Control Details		1.0	1.0	2.0		4.0				8.0	\$1,668					\$1,668
	D-1 Paving Details 1		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-2 Paving Details 2		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-3 Paving Details 3		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-4 Water Details 1		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-5 Water Details 2		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-6 Water Details 3		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-7 Water Details 4		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	D-8 Storm Sewer Details		1.0	2.0	3.0		4.0				10.0	\$2,114					\$2,114
	TP-1 thru TP-3 Tree Protection Plans & Details										0.0			\$8,393			\$8,393
	<b>Subtotal Drawings</b>	<b>0.0</b>	<b>31.0</b>	<b>81.0</b>	<b>126.0</b>	<b>28.0</b>	<b>246.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>512.0</b>	<b>\$75,665</b>	<b>\$27,598</b>	<b>\$0</b>	<b>\$33,253</b>	<b>\$0</b>	<b>\$136,516</b>
<b>C</b>	<b>Bidding Phase</b>																
	1. Attend Pre-Bid Meeting		2.0		2.0						4.0	\$1,035					\$1,035
	2. Prepare & Issue Addenda		2.0	4.0	8.0		8.0	4.0			26.0	\$5,191					\$5,191
	3. Respond to Bidder Questions		2.0	2.0	8.0						12.0	\$2,703					\$2,703
	4. Bid Evaluation / Bid Tabulation		1.0	1.0	2.0			6.0			10.0	\$1,824					\$1,824
	5. Recommendation of Award		1.0	2.0	2.0			8.0			13.0	\$2,362					\$2,362
	6. Construction Contract Preparation							4.0			4.0	\$574					\$574
	<b>Subtotal Bidding Phase</b>	<b>0.0</b>	<b>8.0</b>	<b>9.0</b>	<b>22.0</b>	<b>0.0</b>	<b>8.0</b>	<b>22.0</b>	<b>0.0</b>	<b>0.0</b>	<b>69.0</b>	<b>\$13,688</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,688</b>

\$10,523 Geotechnical

\$500 Expenses

\$24,860 Survey

\$5,388 SWPPP

\$22,210 Traffic Control Plan

\$8,393 Tree Protection

Item	Description / Task	Basic Services (HDR) - Estimated Manhours									Subtotal (hrs)	Subtotal (cost \$)	Additional Services - HDR	Basic Services - Subconsultants (cost+10%)	Additional Services - Subconsultants (cost+10%)	Other Costs/Allowances	Total Fee
		Principal (hrs)	Sr. Project Manager (hrs)	Project Manager (hrs)	Project Engineer (hrs)	Sr. Designer (hrs)	CAD Operator (hrs)	Clerical (hrs)	Constr. Manager (hrs)	Constr. Inspector (hrs)							
	Raw Salary	\$116	\$108	\$84	\$65	\$60	\$59	\$48	\$85	\$60							
	Raw Salary Multiplier	2.99	2.99	2.99	2.99	2.99	2.99	2.99	3.05	3.05							
<b>II</b>	<b>Phase III - Construction Phase Services:</b>																
	1. Attend Pre-Construction Meeting		2.0	2.0	2.0						6.0	\$1,537					\$1,537
	2. Attend Scheduled Construction Progress Meetings (Assume 5)		10.0		30.0						40.0	\$9,060					\$9,060
	3. Submittals (Assume 30)		8.0	15.0	30.0			18.0			71.0	\$14,765					\$14,765
	4. RFI's/Change Orders (assume 2)		2.0	8.0	8.0		4.0	2.0			24.0	\$5,203					\$5,203
	5. Review Contractor Monthly Pay Estimates (assume 5)		2.0	5.0	20.0			15.0			42.0	\$7,941					\$7,941
	6. Substantial/Final Completion Walk-Thru/Punch Lists		3.0	6.0	10.0						19.0	\$4,419					\$4,419
	7. As-Built Drawings		2.0	4.0			16.0	4.0			26.0	\$5,047					\$5,047
	8. Project Closeout		8.0	4.0				12.0			24.0	\$5,310					\$5,310
	9. Construction Observation								44.0	944.0	988.0	\$184,159					\$184,159
	10. Misc. Expenses (Reproduction, Travel & Courier Services)										0.0	\$0				\$2,000	\$2,000
	<b>Subtotal Phase III - Construction Phase Services</b>	<b>0.0</b>	<b>37.0</b>	<b>44.0</b>	<b>100.0</b>	<b>0.0</b>	<b>20.0</b>	<b>51.0</b>	<b>44.0</b>	<b>944.0</b>	<b>1,240.0</b>	<b>\$48,235</b>	<b>\$189,206</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$239,441</b>
SUBTOTAL PHASE II - BASIC SERVICES HOURS		16.0	67.0	121.0	198.0	29.0	191.0	86.0	10.0	0.0	718.0						
SUBTOTAL PHASE II - BASIC SERVICES COST		\$5,549	\$21,636	\$30,390	\$38,481	\$5,203	\$33,694	\$12,343	\$2,593	\$0		\$149,889					\$149,889
SUBTOTAL PHASE II - ADDITIONAL SERVICES HOURS (HDR)		0.0	8.0	17.0	34.0	8.0	72.0	0.0	0.0	0.0	139.0						
SUBTOTAL PHASE II - ADDITIONAL SERVICES COST (HDR)		\$0	\$2,583	\$4,270	\$6,608	\$1,435	\$12,702	\$0	\$0	\$0		\$27,598			\$500		\$28,098
SUBTOTAL PHASE II - ADDITIONAL SERVICES COST (SUBS)														\$43,776			\$43,776
<b>TOTAL PHASE II - BASIC &amp; ADDITIONAL SERVICES</b>												<b>\$149,889</b>	<b>\$27,598</b>	<b>\$0</b>	<b>\$43,776</b>	<b>\$500</b>	<b>\$221,762</b>
SUBTOTAL PHASE III - BASIC SERVICES HOURS		0.0	35.0	40.0	100.0	0.0	4.0	47.0	0.0	0.0	226.0						
SUBTOTAL PHASE III - BASIC SERVICES COST		\$0	\$11,302	\$10,046	\$19,435	\$0	\$706	\$6,745	\$0	\$0		\$48,235					\$48,235
SUBTOTAL PHASE III - ADDITIONAL SERVICES HOURS (HDR)		0.0	2.0	4.0	0.0	0.0	16.0	4.0	44.0	944.0	1,014.0						
SUBTOTAL PHASE III - ADDITIONAL SERVICES COST (HDR)		\$0	\$646	\$1,005	\$0	\$0	\$2,823	\$574	\$11,407	\$172,752		\$189,206			\$2,000		\$191,206
SUBTOTAL PHASE III - ADDITIONAL SERVICES COST (SUBS)														\$0			\$0
<b>TOTAL PHASE III - BASIC &amp; ADDITIONAL SERVICES</b>		<b>\$0</b>	<b>\$11,302</b>	<b>\$10,046</b>	<b>\$19,435</b>	<b>\$0</b>	<b>\$706</b>	<b>\$6,745</b>	<b>\$0</b>	<b>\$0</b>		<b>\$48,235</b>	<b>\$189,206</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$239,441</b>
<b>TOTAL PHASES II &amp; III - BASIC AND ADD. SERVICES HOURS</b>		<b>16.0</b>	<b>112.0</b>	<b>182.0</b>	<b>332.0</b>	<b>37.0</b>	<b>283.0</b>	<b>137.0</b>	<b>54.0</b>	<b>944.0</b>	<b>2,097.0</b>						
<b>TOTAL PHASES II &amp; III - BASIC SERVICES</b>																	<b>\$198,124</b>
<b>TOTAL PHASES II &amp; III - ADDITIONAL SERVICES</b>																	<b>\$263,079</b>
<b>TOTAL PHASES II &amp; III - BASIC AND ADDITIONAL SERVICES</b>																	<b>\$461,203</b>

\$5,047 Record Drawings  
\$184,159 Construction Observation  
\$2,000 Expenses

## PROPOSAL FOR LAND SURVEYING SERVICES

October 4, 2024

Pablo Ortuno  
HDR Engineering Company  
4828 Loop Central Drive, Suite 800  
Houston, TX 77081

Ref: Proposal request for a topographic survey of Hickory Shadows Dr.

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for Professional Surveying Services for the scope provided by HDR on September 13<sup>th</sup>, 2024 and for the limits shown in Exhibit "A" and "B".

### **SCOPE OF SERVICES:**

#### **Control**

- MBCO will establish horizontal control based on the Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88 and Geoid 18.
- Vertical control will be tied to the nearest Harris County Flood Control District monumentation.

#### **Boundary Services**

- MBCO will research and recover sufficient boundary/right-of-way information necessary to show on the drawing the existing utility easement within the affected properties at 1025 and 1027 Ridgeley Dr, and 10 and 12 Hickory Shadows Dr. as shown on Exhibit "B".
- MBCO will not be certifying to the boundaries of the mentioned lots, this service is only to place the requested utility easement.
- Setting missing, damaged, or destroyed boundary corners is specifically excluded from this proposal.
- MBCO will provide the necessary line work for the easement to be shown in the CAD drawing.

#### **Category 6 Condition I Topographic Survey**

- MBCO will provide a full topographic survey with the limits being ROW to ROW plus an additional 15 feet each side of the ROW of Hickory Shadows Dr. and from 15 feet outside of the ROW to approximately the center line of Wert Rd, as shown on Exhibit "A".
- MBCO will survey all visible above-ground improvements, including but not limited to natural ground elevations, all drainage and detention structures, edge of paving, paint striping, storm or sanitary manholes, inlets, fences, gates, culverts, curb and gutter, driveways, pvc curb drains, planters and landscaped areas, including prominent shrubs and hedges, above ground utility appurtenances and the location of any aerial utility lines, etc.



- The Texas 811 system will be utilized to mark utilities within the existing rights-of-way and easements. MBCO will survey any underground utility paint markings or flags provided by 811 utility designators during our field work. MBCO will make requests 48 hours before commencing field work, return trips to survey utilities after our initial field work is complete will be at an additional charge. MBCO will not guarantee that utility companies will mark their lines for a Texas One Call request for a Design/Survey request. (MBCO cannot be held liable for the completeness or accuracy of marks provided by others).
- Locate Ornamental trees or Landscape trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- MBCO will identify all crossing storm and sanitary sewer pipes, locate all manholes and inlets, and provide inverts.
- MBCO will locate all water valves and provide top of nut elevations within the project Limits.
- MBCO will request utility record drawings from AT&T and CenterPoint as well as the City of Hilshire Village and or MUD in the area. These record drawings will be provided to HDR to be placed in the drawing.
- MBCO will provide field work only for the topographic survey services, HDR will provide all CAD drafting work.

**ASSUMPTIONS and EXCLUSIONS:**

- MBCO will be given right-of-entry on the day of survey. No provisions have been made for return visits due to lack of access in this proposal.
- MBCO will be able to freely access all areas of the project limits.
- MBCO will not enter yards/properties over or through locked gates.
- MBCO will not enter yards/properties with animals whether they are restrained or not.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.

**BASIC DELIVERABLES:**

- Basic field linework with minimal cleanup AutoCAD Civil3D .dwg file in grid coordinates.
- Field notes in .pdf format
- Point File (P, N, E, Z, D) in excel format.

**SCHEDULE:**

MBCO will complete the above-described scope of services within thirty-five (35) business days from receiving the signed Notice to Proceed.

**COMPENSATION:**

BASIC SERVICE FEES: **\$ 22,600.00**

The above-mentioned Surveying Services is a *Lump Sum Fee*, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at [jeff.ketchum@mbcoengineering.com](mailto:jeff.ketchum@mbcoengineering.com).

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,



Jeff Ketchum  
Survey Project Coordinator

EXHIBIT "A"

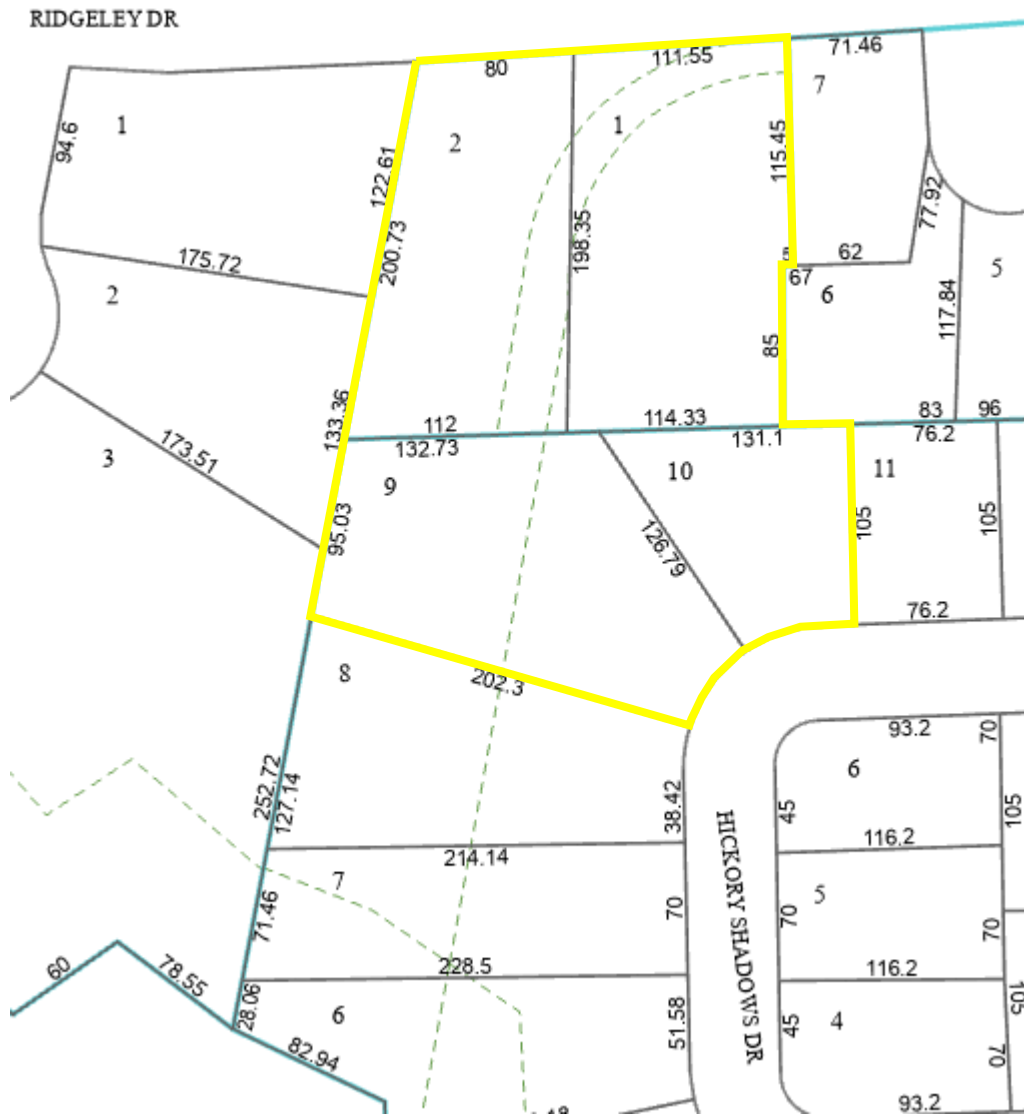
Red = Topographic Survey Limits

Yellow = Area of Boundary verification for Easement Placement





EXHIBIT "B"





# GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1140673299**

September 19, 2024

Mr. Pablo Ortuno  
Municipal/Civil CoordinatorHDR  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081

**Re: Proposal for Geotechnical Investigation  
Hickory Shadows Drive  
City of Hillshire Village, Texas**

Dear Mr. Ortuno,

As per your request, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal for providing geotechnical investigation for the proposed drainage and paving improvements along Hickory Shadows in City of Hillshire Village, Texas. Based on the information provided, we understand that the proposed improvements include pavement reconstruction and drainage improvements. The pavement will be either new asphalt pavement or concrete pavement. The propose storm sewer will be placed at a maximum depth of 10 feet and will be installed by open cut and trenchless methods of construction.

The scope of the study include drill and continuously sample three (3) borings each to a depth of 20 feet, perform laboratory tests to select design soil parameters and perform engineering analysis to develop geotechnical recommendations including pavement section thicknesses with subgrade stabilization recommendations, bedding and backfill, groundwater control and trench safety requirements, and general construction considerations. Further the recommendations will include reclamation and reuse of the existing base material. The soil boring will be backfilled with cement bentonite grout. The completed report, which includes field, laboratory data, and geotechnical recommendations, will be submitted in about eight (8) weeks after completion of field work. The cost of drilling and sampling, performing laboratory tests and preparing an engineering report will be a lumpsum of \$9,566.00. A cost breakdown is presented on Attachment No. 1. The proposed boring locations are shown on Figure 1.

We appreciate the opportunity to propose on this project. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Very truly yours,  
**GEOTEST ENGINEERING, INC.**

Naresh Kolli, P.E.  
Sr. Project Manager

NK/ego  
Copies Submitted: (1)  
Enclosure: Attachment No. 1– Cost Breakdown  
Figure 1 – Plan of Borings  
Scans\Geotechnical\2024\1140673299.DOC

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_


**ATTACHMENT NO. 1**

**COST BREAKDOWN**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
<b>Engineering Services</b>			
Project Manager	2 hrs.	\$170.00	\$340.00
Graduate Engineer	24 hrs.	\$123.00	\$2,952.00
Administrative Personnel/Engineering Assistant	4 hrs.	\$70.00	\$280.00
		Subtotal	<b>\$3,572.00</b>
<b>Subsurface Field Investigation</b>			
Mobilization/Dembilization	1 LS	\$500.00	\$500.00
Drilling and Continuous Sampling	60 ft	\$27.00	\$1,620.00
Grouting	60 ft.	\$10.00	\$600.00
Field Coordination and Utility Clearance for Boring Location and Logging	9 hrs.	\$65.00	\$585.00
Pavement Coring	1 min	\$600.00	\$600.00
Traffic Control	1 day	\$1,000.00	\$1,000.00
Vehicle Charge	9 hrs.	\$13.00	\$117.00
		Subtotal	<b>\$5,022.00</b>
<b>Laboratory Tests</b>			
Liquid and Plastic Limits	6 ea.	\$70.00	\$420.00
Moisture Content	24 ea.	\$10.00	\$240.00
Percent Passing No. 200 Sieve	6 ea.	\$52.00	\$312.00
Unconsolidated Undrained Triaxial	6 ea.	\$70.00	\$420.00
		Subtotal	<b>\$972.00</b>
		<b>Total</b>	<b>\$9,566.00</b>



**PROPOSED PLAN OF BORINGS**

<b>Boring Legend</b>	<b>GEOTEST ENGINEERING, INC.</b>
 <b>BORING</b>	<b>HICKORY SHADOWS DRIVE CITY OF HILLSHIRE VILLAGE</b>

September 27, 2024

Mr. Efrain A. Him., P.E.  
Senior Project Manager  
HDR  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081

Re: Proposal for Urban Forestry Consulting Services on the City of Hilshire Village,  
Hickory Shadows Drive Water Line, Sanitary & Paving Improvements Project.

Dear Mr. Him,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the Hickory Shadows Drive Water Line, Sanitary & Paving Improvements Project. Approximately 2,000 linear feet of project right of way and utility easement will be evaluated for proposed water line, sanitary & paving improvements construction. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

Field Evaluation/Site Visit

We will walk each side of every street and utility easement on which construction is proposed and evaluate the species, size, condition, and preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival. The data collected and used in the preliminary evaluation will also be used for the final evaluation and tree preservation plan.

Fee for Field Evaluation/Site Visit  
7.0 hours @ \$140.00/hour.....\$980.00

Preliminary Evaluation/Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed prior to 90% submittals, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and anticipated treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, a ts&v,

vertical offset, inlets, or a fire hydrant, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City's Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, etc.). A specification addressing tree protection will be provided to address all recommendations made in the treatment schedule and on the plans. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The preliminary tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The AutoCad drawn tree protection plan would include our logo with a signature line, which we provide a signed PDF at final submittal. The preliminary tree protection plan, specifications and quantity/cost estimate can be included in your 70% and/or 90% submittal so that the City's staff can review our plan and provide comments prior to the final submittal. We will need 10-14 business days to complete the field evaluation and preliminary tree protection plan.

Fee for Preliminary Evaluation/Plan  
18.0 hours @ \$140.00/hour.....\$2,520.00

Tree Protection Plan for Final submittal

We will review the construction design between the 90% and final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for submittal. Quantity/Cost estimates will be updated and forwarded to engineer. We will provide a signed PDF set of the Tree Protection Plans prior to final submittal. We will need 7-10 business days to schedule and complete the Final Tree Protection Plan.

Fee for Final Tree Protection Plan  
7.0 hours @ \$140.00/hour.....\$980.00

Drafting AutoCAD (DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. Tree treatment schedule will be included on each sheet which will call out treatments for each specific tree. This format typically allows us to fit approximately 1,200-1,500 l.f. per plan sheet, which would give us 2-3 sheets on

this project. Two sheets with project details will also be included, which would give us a total of 4 to 5 sheets. The drawings will be emailed or uploaded to your cloud, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Drafting Services Fee for DWG files of the Tree Preservation Plan  
10.0 hours @ \$65.00/hour.....\$650.00

**Total CAD drawn Tree Protection Plan Fees**

**Urban Forestry Services for development of Tree Protection Plan.....\$4,480.00**  
**Drafting Services Fee for DWG files.....\$650.00**  
**Total Fee for CAD drawn Tree Protection Plan.....\$5,130.00**

**PHASE III – CONSTRUCTION PHASE SERVICES**

We can be available on an as needed basis to respond to RFIs or any tree related issues that may arise during the construction process. We propose providing this service on an hourly basis at our hourly rate of \$140.00/hour.

Proposed Not To Exceed Limit.....**\$2,500.00**

**TOTAL FEES INCLUDED IN THIS PROPOSAL**

**Phase 2        \$5,130.00**  
**Phase 3        \$2,500.00**

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Baytown Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me or Craig at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President