

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on ***Monday, August 1, 2022 at 7:00 p.m.***

Council Members: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4
Travis Smith, Council Member Place 5

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***
5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of July 18, 2022
- b. Minutes of the City Council briefing of July 18, 2022
- c. Event application for Hispanic Heritage Event to be held October 1, 2022
- d. Event application for Waxahachie High 2012 Reunion to be held October 23, 2022
- e. Agreement with JP Morgan Chase Bank for Procurement Card Services
- f. Proposal from Cigna to provide employee medical, dental, and vision insurance and authorize City Manager to negotiate and execute all necessary documents
- g. One-year contract extension with Brenntag Southwest and Chameleon Industries for various chemicals required for water treatment operations at the Howard Road and Sokoll Water Treatment Plants
- h. Award of bid for a one-year contract with Befour Chemicals for wastewater polymers and Pencco, Inc. for hydrofluorosilicic acid
- i. Professional Engineering Services Agreement with Birkhoff, Hendricks and Carter, L.L.P. associated with Lake Bardwell Raw Water Intake Channel Dredging Project
- j. Professional Services Agreement with Criado & Associates, Inc. for the 2022 Sidewalk Project

- k. Professional Services Agreement with Binkley & Barfield, Inc. for the 2022 Asphalt Pavement Rehabilitation Project
 - l. Set City Council meeting for Tuesday, September 6, 2022
6. **Recognize** Melissa Olson for her service as City Council Member
7. **Recognize** Doug Barnes for his service as Mayor and City Council Member
8. **Public Hearing** on a request by Tim Jackson, for a Replat of Lots 8, Block 3, University Annex Addition, to create Lots 8A & 8B, Block 3, University Annex Addition, 2 Residential Lots, being 0.350 acres, located at 800 Sycamore Street, (Property ID 176411) – Owner: A GARRETT REAL ESTATE VENTURES LLC (SUB-73-2022)
9. **Consider** recommendation of SUB-73-2022
10. **Consider** a request by Brad Yates, Loren Gray Investments, LLC, for a detailed Site Plan review for a proposed Private Club (Event Center) within a Planned Development zoning district, located at 716 Dunaway Street, (Property ID 193948) – Owner: LOREN GRAY INVESTMENTS LLC (SP-70-2022)
11. **Consider** and take action on an ordinance providing for the issuance of the City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022, in an aggregate principal amount not to exceed \$21,250,000; and ordaining other matters relating to the subject
12. **Consider** proposed resolution approving assignment of private activity bond authority to Texas Department of Housing and Community Affairs
13. **Consider** award of bid for Monticello Drive Reconstruction Phase I & II Project
14. **Consider** approval of Will Serve Agreement and convenience and necessity boundary adjustment with Sardis-Lone Elm Water Supply Cooperation
15. **Consider** approval of an Oversize Participation Agreement with JP Tyler, LCC
16. **Consider** supplemental appropriation for reinstatement of project funding
17. **Convene** into Executive Session for consultation with attorney as permitted by Texas Government Code, Section 551.071 and for deliberation regarding real property as permitted under Section 551.072 of the Texas Government Code
18. **Reconvene** and take any necessary action
19. Comments by Mayor, City Council, City Attorney and City Manager
20. Adjourn

The City Council reserves the right to go into Executive Session on any posted item. This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4006 or (TDD) 1-800-RELAY TX

(5a)

City Council
July 18, 2022

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, July 18, 2022 at 7:00 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Pastor Malcolm Finkley, Pulse Community Church, gave the invocation. Council Member Patrick Souter led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Layne Ballard, 818 Amherst Drive, Waxahachie, Texas, spoke in opposition to naming a City facility after a member of the community and suggested allowing the citizens to vote on a name.

Betty Square Coleman, 116 Bradshaw, Waxahachie, Texas, on behalf of the NAACP Waxahachie Branch, spoke in support of naming the City Hall Annex as "Charles Beatty Municipal Services Building."

Andrew Henderson, 324 Bessie Coleman, Waxahachie, Texas, spoke in support of naming the City Hall Annex as "Charles Beatty Municipal Services Building."

Paul Christenson, 110 Williams Street, Waxahachie, Texas, spoke in opposition of the City issuing Certificates of Obligation Bonds and requested the City issue General Obligation Bonds that must be voted approved.

Kevin Strength, 334 Hunter Pass, Waxahachie, Texas, spoke in support of naming the City Hall Annex as "Charles Beatty Municipal Services Building."

Broderick Sargent, Sr., 224 Frierson, Waxahachie, Texas, spoke in support of naming the City Hall Annex as "Charles Beatty Municipal Services Building."

(5a)

5. Consent Agenda

- a. Minutes of the City Council meeting of July 5, 2022
- b. Minutes of the City Council briefing of July 5, 2022
- c. Event application for Back to School Bash to be held August 6, 2022
- d. Event application for C-10s in the Park Party on the Square to be held September 17, 2022
- e. Event application for Domestic Abuse Awareness Walk to be held October 1, 2022
- f. Event application for Chautauqua Celebrates Cowboy Poetry to be held October 8, 2022
- g. Interlocal Agreement with the City of Denton
- h. Interlocal Agreement with the City of Mansfield
- i. Interlocal Agreement with the City of Fort Worth
- j. Supplemental appropriation for Robert W. Sokoll Water Treatment Plant in the amount of \$65,000 to purchase treatment chemicals
- k. Waxahachie Community Development Corporation Finance Report for year ended September 30, 2021

Action:

Mayor Pro Tem Chris Wright moved to approve items a. through k. on the Consent Agenda. Council Member Patrick Souter seconded, All Ayes.

6. Consider appointment of Municipal Judge and Associate Municipal Judge and Administer Oaths of Office

Action:

Mayor Pro Tem Billie Wallace moved to appoint Calla Ross as Municipal Judge and Bill Scott as Associate Municipal Judge and authorize the Mayor to execute their contracts. Council Member Travis Smith seconded, All Ayes.

City Secretary Amber Villarreal administered the Oaths of Office to Calla Ross and Bill Scott.

7. Public Hearing and consider proposed Resolution naming the City Hall Annex Building

Mayor Hill opened the Public Hearing.

Council Member Travis Smith acknowledged Charles “Chuck” Beatty’s accomplishments and accolades stating Chuck spent his time making Waxahachie a better place and has inspired young adults to come back home to give back to their community. He explained City Council adopted naming standards and there are currently parks and plazas named after individuals.

Those who spoke in favor:

Alan Fox, 327 University, Waxahachie, Texas
Scott Brooks, 134 Holly Street, Waxahachie, Texas
Curtis Polk, Jr., 213 Wyatt, Waxahachie, Texas

Kelly Blackburn, 405 W. Marvin, Waxahachie, Texas

Council Member Billie Wallace expressed her opposition with the approved naming policy due to requesting additional citizen involvement in the naming process. She expressed her support of Mr. Beatty and acknowledged his upstanding character.

Mayor Pro Tem Chris Wright recognized the many people in attendance at the meeting in support of naming the City Hall Annex as “Charles Beatty Municipal Services Building.” Mayor Pro Tem Wright explained his opposition for a citizen committee selected by City Council and noted an open Public Hearing provides citizens an opportunity to provide feedback to Council for consideration.

Council Member Patrick Souter acknowledged citizens were offered opportunities to express their support or opposition on this topic. He explained he inquired at the last meeting if the naming policy restricted Council from appointing a committee and the City Attorney said it did not and Council could do so, as needed. Council Member Souter noted all Council Members should try to uphold the high standards Mr. Beatty set while serving on City Council.

There being no others to speak for or against the proposed Resolution naming the City Hall Annex Building, Mayor Hill closed the Public Hearing.

RESOLUTION NO. 1329

A RESOLUTION TO NAME THE CITY OF WAXAHACHIE ANNEX BUILDING “CHARLES BEATTY MUNICIPAL SERVICES BUILDING”; AND PROVIDING AN EFFECTIVE DATE.

Action:

Mayor Pro Tem Chris Wright moved to approve Resolution No. 1329. Council Member Travis Smith seconded, All Ayes.

8. Consider supplemental appropriation for City Hall Annex final GMP and associated change orders

Richard Abernethy, Director of Administrative Services, requested approval of a supplemental appropriation in the amount of \$2,923,074 for City Hall Annex Guaranteed Maximum Price contract and associated change orders for retaining walls, electrical items, ductwork and associated architectural fees.

Action:

Council Member Billie Wallace moved to approve a supplemental appropriation for City Hall Annex final guaranteed maximum pricing and associated change orders in the amount of \$2,923,074. Mayor Pro Tem Chris Wright seconded, All Ayes.

9. Consider supplemental appropriation for furniture, fixtures, and equipment for City Hall Annex

(5a)

Action:

Council Member Billie Wallace moved to approve a supplemental appropriation for furniture, fixtures, and equipment for the Charles Beatty Municipal Services Building in the amount of \$1,353,146 and approve contract with SKG to supply the furniture. Council Member Patrick Souter seconded, All Ayes.

10. Consider proposed Resolution approving a tax-exempt financing for the benefit of Southwestern Assemblies of God University

City Manager Michael Scott requested approval of the proposed resolution approving tax-exempt financing for the benefit of Southwestern Assemblies of God University in order for them to finance improvements to SAGU's track and field, soccer and football fields at 1200 Sycamore in Waxahachie. Mr. Scott explained approval of this resolution will have no financial obligation on the City of Waxahachie.

RESOLUTION NO. 1330

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS APPROVING A TAX EXEMPT FINANCING FOR THE BENEFIT OF SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY

Action:

Mayor Pro Tem Chris Wright moved to approve Resolution No. 1330. Council Member Patrick Souter seconded, All Ayes.

11. Comments by Mayor, City Council, City Attorney and City Manager

Council Member Patrick Souter encouraged citizens to participate in Waxahachie 101 to learn more about city government.

Mayor Pro Tem Chris Wright thanked those in attendance who participated in the public hearing regarding naming of the City Hall Annex and applauded naming the building after former City Council Member Charles Beatty. Mr. Wright also thanked Waxahachie High alumni CJ Nowland for giving back to his community by hosting a free basketball camp to kids.

Council Member Billie Wallace thanked all the City workers for working hard in the summer heat.

Council Member Travis Smith congratulated Waxahachie High alumni Peyton Graham on being the 51st overall MLB draft pick this year.

Shon Brooks, Executive Director of Development Services, announced the Comprehensive Plan Advisory Committee will meet on Tuesday, July 20th at 6pm.

Mayor David Hill thanked Charles Beatty's son for his attendance at the meeting and noted he is proud of Mr. Beatty.

12. Adjourn

(5a)

City Council
July 18, 2022
Page 5

There being no further business, the meeting adjourned at 8:24 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

City Council
July 18, 2022

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, July 18, 2022 at 6:30 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4

Council Member Absent: Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Conduct a briefing to discuss items for the 7:00 p.m. regular meeting

City Manager Michael Scott reviewed the following agenda items:

- Item 5c, event application for Back to School Bash to be held August 6, 2022.
- Item 5d, event application for C-10's in the Park Party on the Square to be held September 17, 2022. Staff received a letter of support on behalf of the Downtown Merchants Association.
- Item 5e, event application for Domestic Abuse Awareness Walk to be held October 1, 2022.
- Item 5f, event application for Chautauqua Celebrates Cowboy Poetry to be held October 8, 2022.
- Item 5g, an interlocal agreement with the City of Denton to allow for the City to utilize Denton's cooperative purchasing agreement.
- Item 5h, an interlocal agreement with the City of Mansfield to allow for the City to utilize Mansfield's cooperative purchasing agreement.
- Item 5i, an interlocal agreement with the City of Fort Worth to allow for the City to utilize Fort Worth's cooperative purchasing agreement.
- Item 5j, supplemental appropriation in the amount of \$65,000 to purchase treatment chemicals at the Robert W. Sokoll Water Treatment Plant.
- Item 7, noting he received a request to name the City Hall Annex "Charles Beatty Municipal Services Building" and is bringing forward the request for City Council consideration. He explained the public will be allowed to speak during the public hearing to provide feedback to City Council.

Council Member Billie Wallace asked if adding citizen input to the current resolution will be considered and Mr. Scott noted he is following the procedures from the current resolution. Council Member Wallace also noted she received three messages in support of naming the building after Chuck Beatty and 8-10 in opposition.

City Attorney Robert Brown explained the current resolution does not restrict Council's ability to add a committee at their discretion, if needed.

- Item 10, the resolution is at the request of Southwestern Assemblies of God University in order for them to receive tax exempt debt that will be issued by Oglebsy Education Facilities Corporation to finance improvements to SAGU's track and field, soccer and football fields at 1200 Sycamore in Waxahachie. He explained this is not a debt of the City of Waxahachie in any manner whatsoever.

Chad Tustison, Finance Director, reviewed Item 5k, noting the Auditor's opinion: the financial statements present fairly, in all material respects for the Waxahachie Community Development Corporation (WCDC) Finance Report for year-ended September 30, 2021. The WCDC Board accepted the finance report at their July 12th meeting.

Deputy City Manager Albert Lawrence reviewed Item 6, noting staff reviewed applications for the position of Municipal Judge and Associate Municipal Judge and recommended to appoint Calla Ross and Bill Scott who are currently serving as interims.

Director of Administrative Services Richard Abernethy reviewed the following items:

- Item 8, requesting approval of a supplemental appropriation in the amount of \$2,923,074 for City Hall Annex Guaranteed Maximum Price contract and associated change orders for retaining walls, electrical items, ductwork and associated architectural fees.
- Item 9, requesting approval of a supplemental appropriation in the amount of \$1,353,146 for furniture, fixtures, and equipment at the City Hall Annex to meet both the current and future needs of staff in the building.

3. Adjourn

There being no further business, the meeting adjourned at 6:51 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

(5c)



Application for a Festival or Event Permit

Event Name and Description: Hispanic Heritage Event

Applicant Information

Name: Cynthia H. Herrera

Address: 418 W. Franklin

City, State, Zip: Wax, TX, 75165 Phone: 972-935-3684

E-mail Address: -

Organization Information

Organization Name: Ellis County Hispanic Organization

Address: P.O. Box 621

Authorized Head of Organization: Cynthia H. Herrera

Phone: 972-935-3684 E-mail Address: -

Event Chairperson/Contact

Name: Cynthia H. Herrera

Address: 418 W. Franklin

City, State, Zip: Wax, TX, 75165 Phone: 972-935-3684

E-mail Address: -

Event Information

Event Location/Address: Rail Park

Purpose: Festival

Event Start Date and Time: October 1, 2022 6:00pm

Event End Date and Time: October 1, 2022 11:00pm

(50)

Approximate Number of Persons Attending Event Per Day. 700

Site Preparation and Set-Up Date and Time: Oct. 1, 2022 12:00pm

Clean-Up Completion Date and Time: Oct. 2, 2022 2:00am

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Close S. College @ The Fresh Coffee - Vendor Booths

Porta Pottys, Trash cans & bags

Requested City Services: Clean-up

Will food and/or beverages be available and/or sold? YES/ NO

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

*Will alcohol be available and/or sold? YES/ NO

If yes, will the event be in the Historic Overlay District? YES/ NO

Will dumpsters be needed? yes

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/ NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

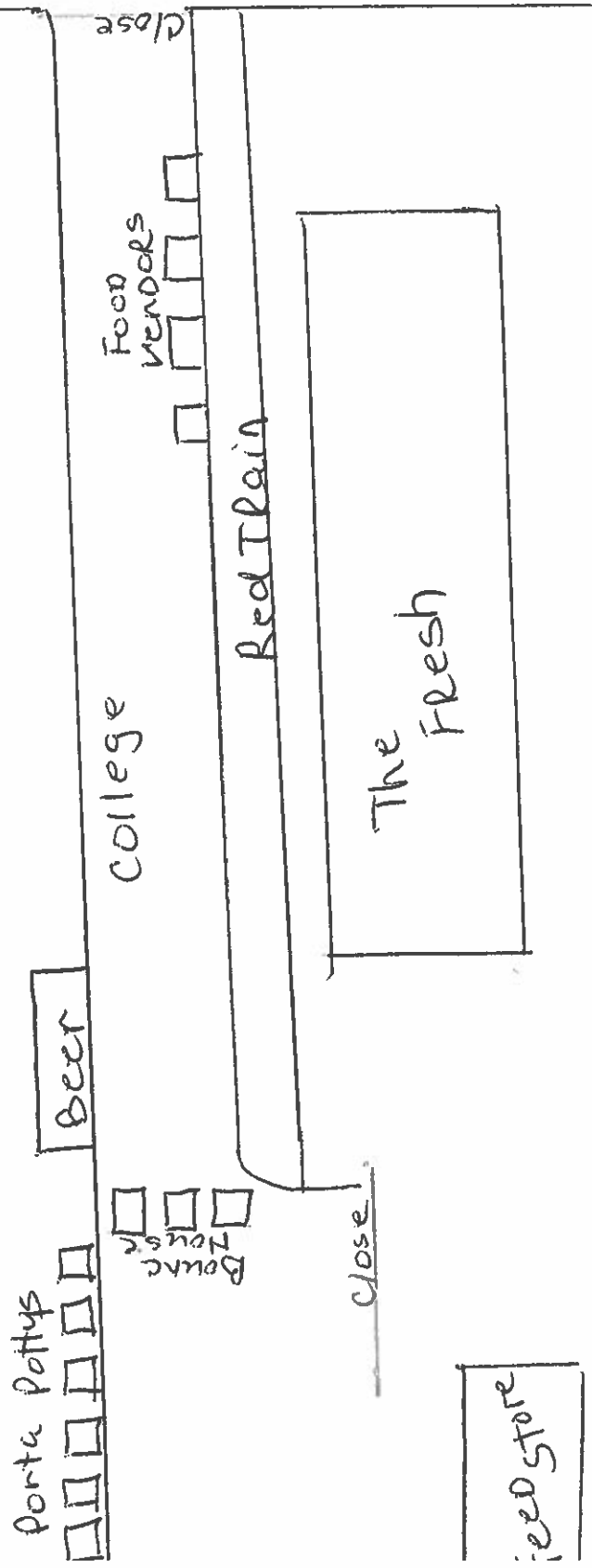
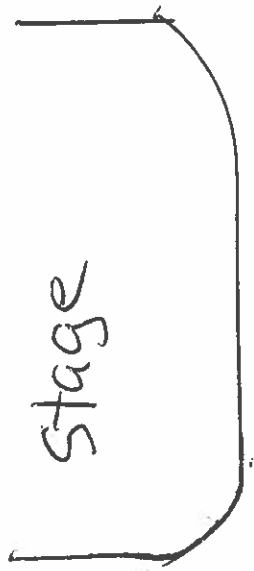
I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

Cynthia H. Skermer 6/22/22
Signature of Applicant Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).

Rogers

(50)



(5c)

Bonner, Jami

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Thursday, June 30, 2022 2:41 PM
To: Bonner, Jami
Subject: RE: Event Application - Hispanic Heritage Event 10.1.22

I have no concerns.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue
214-463-9335

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Thursday, June 30, 2022 2:36 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Brooks, Shon <sbrooks@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Hispanic Heritage Event 10.1.22

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5c)

Bonner, Jami

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Tuesday, July 5, 2022 9:04 AM
To: Bonner, Jami; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Mosley, Laurie; Gaertner, James; Massey, Matt; Ricky Boyd; Brooks, Shon; Griffith, Thomas; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Hispanic Heritage Event 10.1.22

I am assuming that they will have the required security due to the alcohol, but other than that, I don't have any issues with it.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
469-309-4411

H.E.A.R.T

Honor Ethics Accountability Respect Transparency

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Thursday, June 30, 2022 2:36 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Brooks, Shon <sbrooks@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
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For your review / comments. Thank you.

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www.waxahachie.com

(5c)

Bonner, Jami

From: Mosley, Laurie
Sent: Friday, July 1, 2022 11:43 AM
To: Bonner, Jami; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Gaertner, James; Massey, Matt; Wade Goolsbey; Ricky Boyd; Brooks, Shon; Griffith, Thomas; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Hispanic Heritage Event 10.1.22

I see no issues with this event as it relates to our department. The organizer is working with Kelly on the details.

We look forward to a great cultural event to add to the mix at Railyard Park.

Thank you,

Laurie Mosley, CTE
Director
Waxahachie Convention & Visitors Bureau
2000 Civic Center Lane
Waxahachie, TX 75165
Office: 469-309-4046

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Thursday, June 30, 2022 2:36 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Brooks, Shon <sbrooks@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
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www.waxahachie.com

(5c)

Bonner, Jami

From: Martinez, Gumaro
Sent: Wednesday, July 6, 2022 5:00 PM
To: Bonner, Jami; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Mosley, Laurie; Gaertner, James; Massey, Matt; Wade Goolsbey; Ricky Boyd; Brooks, Shon; Griffith, Thomas; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Hispanic Heritage Event 10.1.22

I don't have any issues with this event.

I would recommend all food truck vendors and bounce houses bring their own power supply so that cords will not be scattered across walking paths.

Gumaro Martinez
City of Waxahachie
Executive Director of Parks & Leisure Services
401 S. Elm
Waxahachie, TX 75165
469.309.4271 direct
214.903.3676 cell
gmartinez@waxahachie.com

From: Bonner, Jami
Sent: Thursday, June 30, 2022 2:36 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoalsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Brooks, Shon <sbrooks@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Hispanic Heritage Event 10.1.22

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com



(5d)

Application for a Festival or Event Permit

Event Name and Description: Waxahachie High 2012 Reunion
family-friendly festival with games and vendor booths

Applicant Information

Name: Ash Moon Thompson
Address: 317 East University Ave
City, State, Zip: Waxahachie, TX 75165 Phone: 972-765-5667
E-mail Address: [REDACTED]

Organization Information

Organization Name: WHS 2012 Alums
Address: N/A
Authorized Head of Organization: Ash Moon Thompson
Phone: (above) E-mail Address: (above)

Event Chairperson/Contact

Name: Sam Allelo
Address: 105 East University Ave
City, State, Zip: Waxahachie, TX 75165 Phone: 972-217-5948
E-mail Address: [REDACTED]

Event Information

Event Location/Address: Getzendaner Park - 400 S Grand Ave
Purpose: Waxahachie High 2012 class Reunion
Event Start Date and Time: October 23, 2022 - 11 am
Event End Date and Time: October 23, 2022 - 3pm

Approximate Number of Persons Attending Event Per Day: 200 (5d)

Site Preparation and Set-Up Date and Time: Oct. 28 - 9:30 am

Clean-Up Completion Date and Time: Oct. 28 - 4:30 pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Vendor booths, possibly food trucks and/or food vendors

Requested City Services: _____

Will food and/or beverages be available and/or sold? YES NO

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

*Will alcohol be available and/or sold? YES NO

If yes, will the event be in the Historic Overlay District? YES/NO

Will dumpsters be needed? No

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

Ash Near Thompson

Signature of Applicant

7/14/22

Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).

(5d)

Bonner, Jami

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Monday, July 18, 2022 9:25 AM
To: Villarreal, Amber; Ricky Boyd; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Crocker, Clarice; Bonner, Jami
Subject: RE: Event Application-WHS 2012 Reunion

I don't have any issues with it.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
469-309-4411

H.E.A.R.T

Honor Ethics Accountability Respect Transparency

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Friday, July 15, 2022 12:58 PM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>
Subject: Event Application-WHS 2012 Reunion

For your review/comments. The applicant would also like to rent a pavilion and I directed her to contact Yadira. The applicant also noted the event wouldn't be limited to alumni but open to the community as well.

Thank you,

Amber Villarreal, TRMC, CMC
City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

(5c)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: July 27, 2022

Re: Procurement Card Services Contract with JP Morgan Chase Bank

Item Description: On Monday, August 1, 2022 the City Council will consider an agreement JP Morgan Chase Bank N.A. for procurement card services.

Item Summary: The City of Waxahachie currently administers a procurement card program with the primary objective to realize more efficient use of resources associated with small dollar purchase payments. In an effort to follow purchasing best practices and improve the program, staff has determined that utilizing an existing cooperative contract, led by the City of Fort Worth, would allow the City to better achieve these goals.

This item is requesting the City Council's approval to enter into an agreement with JP Morgan Chase Bank N.A. for procurement card services as part of the Payment Card Consortium. The City of Waxahachie has an existing interlocal agreement with the City of Fort Worth that allows the use of cooperative contracts for goods and services.

The use of this contract would allow for a variety of opportunities which include cost savings in labor and materials, added efficiencies, and additional risk management controls

(5f)



Memorandum

To: Honorable Mayor and City Council
From: Lindsey Mearns, Director of Human Resources/Civil Service
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Consider Proposal for Employee Medical, Dental and Vision Insurance

Item Description: Consider proposal from Cigna to provide employee medical, dental and vision insurance and authorizing the City Manager to negotiate and execute all necessary documents.

Item Summary: Since switching to Blue Cross Blue Shield three years ago, the City of Waxahachie has seen a significant increase to insurance premiums each year, including a 13.7% increase in the annual benefit premium cost last year. Based on the recommendation and assistance from the City's insurance brokerage consultant, the City requested competitive bids for medical, dental, and vision insurance for the fiscal year 2022-2023.

Requests for proposals were sent out to five different medical carriers and seventeen dental and/or vision carriers in addition to being advertised on the City's website and in the newspaper. Four medical carriers and seven dental and/or vision carriers submitted proposals.

After evaluating the proposals and receiving guidance from our consultant, staff recommends switching carriers for medical, dental and vision insurance from Blue Cross Blue Shield to Cigna. By switching to Cigna, the City will be able to minimize the increase in insurance premiums, as well as, diversify plan offerings by adding a high deductible health plan option that includes a health savings account.

The benefit provider for life insurance and voluntary plans such as short-term and long-term disability, accident and critical illness will remain with Voya.

Fiscal Impact: Since costs differ between multiple plan options, the actual fiscal impact will not be known until employees make their respective plan selections. However, an estimated 9% cost increase to the City is projected for fiscal year 2022-2023. This increase was provided for within the proposed budget figures.

(5g)



Memorandum

To: Honorable Mayor and City Council
From: David Bailey, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Water Treatment Chemicals Bid Renewals

Item Description: On Monday, August 1, 2022 an item will appear before the City Council for consideration to exercise the contract renewals option for the Water Treatment Chemical bids for the Howard Road and Robert W. Sokoll Water Treatment Plants. As per the chemical contracts awarded from the 2020 Chemical Bid invitation, the terms allow four (4) additional one-year renewal option at the city's sole discretion.

Item Summary: This would be the second year of the four one-year renewal options. The current contracts expire at the end of September 2022. The contract renewals are with Brenntag Southwest and Chameleon Industries for: Citric Acid 50%, Sodium Hydroxide 25%, Sodium Hydroxide 50%, Liquid Chlorine, Liquid Aluminum Sulfate (Alum), and Liquid Ammonium Sulfate (LAS).

Fiscal Impact: Overall the water treatment chemical supply industry has seen increased manufacturing costs related to supply chain and increased raw material costs. Due to the market being affected across the board, staff does not anticipate a re-advertisement for bid would net better pricing. The proposed 2022-23 FY operating budget has funds budgeted to cover increased chemical costs. Upon renewal approval, the contract would be effective through September 30, 2023. Staff is requesting renewal of these contracts.

(5h)



Memorandum

To: Honorable Mayor and City Council
From: David Bailey, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Water and Wastewater Treatment Chemicals Bid Award

Item Description: On Monday, August 1, 2022 an item will appear before the City Council for consideration for a bid award for water and wastewater treatment chemicals. Sealed bids were received and opened on July 21, 2022 and staff recommends awarding the lowest qualified responsive bidders for each chemical. These chemicals are used at the Wastewater Treatment Plant and also the Howard Road and Robert W. Sokoll Water Treatment Plant.

Item Summary: There were various chemicals advertised for bid that are not currently under contract. Befour Chemicals LLC. submitted the lowest qualified bid for CLARIFLOC C-6265 Polymer and PRAESTOL K-279 FLX Polymer. Pencco Inc. submitted the lowest qualified bid for Hydrofluorosilicic Acid (Fluoride). The bids received by Polydyne Inc. have been disqualified due to the vendor not meeting the requirements of the bid specifications.

Fiscal Impact: The contract period for the bid award would be through September 30, 2023. There is an option in the contract terms for one (1) additional one-year period at the city's sole discretion. The proposed FY 2022-2023 operating budget has funds budgeted to cover the costs of these bid awards. Staff recommends awarding the bids to Befour Chemicals, LLC and Pencco, Inc.

(5i)



Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager *[Signature]*

Date: August 1, 2022

Re: Lake Bardwell Raw Water Intake Channel Dredging - Engineering Services with Birkhoff, Hendricks & Carter L.L.P.

Item Description: On Monday, August 1, 2022, an item authorizing a professional services agreement for engineering services for the Lake Bardwell Raw Water Intake Channel Dredging project will appear before the City Council in the amount of \$216,200 with Birkhoff, Hendricks, and Carter, L.L.P. (BHC).

Item Summary: The proposal includes design engineering, environmental services, survey, federal permitting, bidding, and construction administration services for the project. This project will consist of hydraulic dredging, removal, dewater and haul off an estimated 4,000 cubic yards of sediment in the Lake Bardwell Raw Water Intake Channel and the Lake Bardwell Raw Water Pump Station Intake Structure. The goal is to re-open the original channel as configured when the Lake Bardwell Pump Station was originally constructed in 1979, thus allowing the pump station to operate more efficiently. The project will have coordination with the Texas Parks and Wildlife Department (TPWD) for fresh water mussel survey and relocation efforts as well as permitting and coordination of the dredging activities through the U.S. Army Corp of Engineers. The last full channel dredging project was performed in 2011.

Fiscal Impact: This project is a planned and budgeted expense and was a part of the departments FY21 bond sale. Staff has reviewed the proposal and recommends approving this project in the amount of \$216,200.

(5j)



Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, P.E., CFM, CPM, Director of Public Works and Engineering
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Consider the Approval of an Engineering Professional Services Agreement with Criado & Associates, Inc. for the 2022 Sidewalk Project.

Item Description: Consider approval of the professional services agreement with Criado & Associates, Inc. for design and construction engineering services associated with the 2022 Sidewalk Project of Edgefield and Sunnyside.

Item Summary: This project is one of the FY2021-2022 Capital Improvement Plan (CIP) projects. The proposed project is to provide the services for survey, sidewalk easements, and design to include sidewalk placement along North and South Edgefield Rd, Sunnyside Rd, a portion of 5 Points Rd and a portion of Hilltop Dr.

The construction of this project is anticipated to begin Fall 2022.

Fiscal Impact: The total amount of the professional engineering services agreement is \$89,769.50. Funding for this project is available in the FY 22 Street Department Operating Budget.

2022 Sidewalk Program



(5j)

(5K)



Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, P.E., CFM, CPM Director of Public Works and Engineering
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Consider the Approval of an Engineering Professional Services Agreement with Binkley & Barfield, Inc. for the 2022 Asphalt Pavement Rehabilitation Project.

Item Description: Consider approval of the professional services agreement with Binkley & Barfield, Inc. for design and construction engineering services associated with the 2022 Asphalt Pavement Rehabilitation Project.

Item Summary: This project consists of the following streets to be rehabilitated:

- Breezeway Street from E Marvin Ave. to Lake Park Ave. (820 LF)
- Lancaster Street from Ross Street to Lewis Street (660 LF)
- Pecan Street from E. Marvin Ave. to Lancaster Street (1,410 LF)
- Lewis Street from E. Marvin Ave. to Lancaster Street (1,320 LF)
- Coleman Street from E. Marvin Avenue to Marvin Gardens (1,460 LF)
- E. Marvin Ave. from Ennis Street to Emanuel Street (1,300 LF)
- John Arden from NW of BNSF to Civic Center Lane (3,000 LF)
- W. Jefferson Street from S. Grand Ave. to W. Main (910 LF)
- Pueblo Circle for entire length of road (225 LF)
- Redman Lane from Buffalo Creek Dr. to alley west of Sagebrush Lane (570 LF)
- Floyd Street from E. University Ave. to Kirven Ave. (940 LF)
- Floyd Street from Kirven Ave. to Harbin Ave. (570 LF)
- Montgomery Street from Kaufman Street to McClain Street (590 LF)
- McClain Street from Oldham Ave. to Smokey Lane (650 LF)
- Gardner Street from N. Aiken Street to 208 Gardner (475 LF)
- Pueblo Drive from Buffalo Creek to NW of Pueblo Circle (975 LF)

The construction of this project is anticipated to begin Fall 2022

Fiscal Impact: The total amount of the professional engineering services agreement is \$56,500.00. This is a planned project and funding is available from the FY 22 Street Department Operating Budget.

(5) **2022 Asphalt
Rehabilitation Streets**

LEGEND

- 1 - BREEZEWAY - 820 LF
- 2 - LANCASTER - 660 LF
- 3 - PECAN - 1,410 LF
- 4 - LEWIS - 1,320 LF
- 5 - COLEMAN - 1,460 LF
- 6 - E. MARVIN - 1,300 LF
- 7 - JOHN ARDEN - 3,000 LF
- 8 - W. JEFFERSON - 910 LF
- 9 - PUEBLO - 225 LF
- 10 - REDMAN - 570 LF
- 11 - FLOYD - 940 LF & 570 LF
- 12 - MONTGOMERY - 590 LF
- 13 - McCLAIN - 650 LF
- 14 GARDER - 475 LF
- 15 PUEBLO - 975 LF



(8+9)



Memorandum

To: Honorable Mayor and City Council

From: Jennifer Pruitt, Senior Director of Planning

Thru: Michael Scott, City Manager

Date: August 1, 2022

Re: SUB-73-2022 - University Annex Addition, Lots 8A & 8B, Block 3

On July 22, 2022, the applicant requested to continue case no. SUB-73-2022, - University Annex Addition, Lots 8A & 8B, Block 3 from the July 26, 2022, Planning and Zoning Commission agenda and the August 1, 2022, City Council meeting agenda to the August 23, 2022 Planning and Zoning Commission agenda and the September 6, 2022 City Council meeting agenda.

(10)

Planning & Zoning Department

Zoning Staff Report



Case: SP-70-2022

MEETING DATE(S)

Planning & Zoning Commission: July 26, 2022

City Council: August 1, 2022

ACTION SINCE THE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held July 27, 2022, the Commission voted 6-0 to recommend approval of case number SP-70-2022, with the following conditions:

1. Installation of sidewalk from corner of Dunaway, along Avenue C, to connect to the private sidewalk to event center entrance, installation of trees and landscaping along the remainder of Avenue C.
2. The Second story enclosed addition will only be used for storage.
3. Evergreen shrubbery (3ft minimum) will be installed to screen the refuse wall.

CAPTION

Consider a request by Brad Yates, Loren Gray Investments, LLC, for a detailed Site Plan review for a proposed **Private Club (Event Center)** within a Planned Development zoning district, located at 716 Dunaway Street, (Property ID 193948) – Owner: LOREN GRAY INVESTMENTS LLC (ZDC-131-2021)

APPLICANT REQUEST

The purpose of this request is to request approval of a detailed Site Plan review for a proposed Private Club (Event Center).

CASE INFORMATION

Applicant: Brad Yates, Loren Gray Investments, LLC

Property Owner(s): Loren Gray Investments, LLC

Site Acreage: 0.873 acres

Current Zoning: Planned Development-SF-3

SUBJECT PROPERTY

General Location: 716 Dunaway St

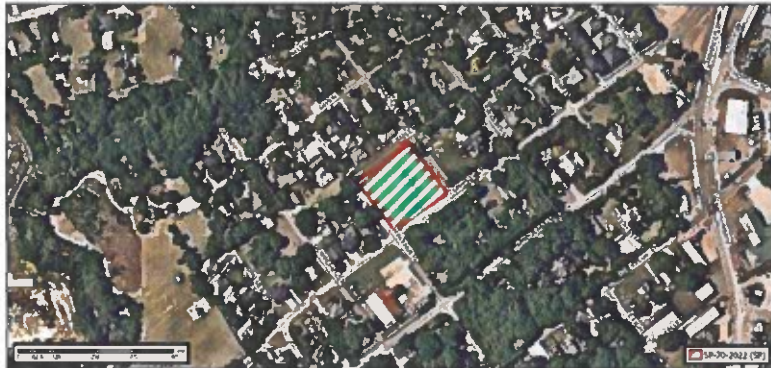
Parcel ID Number(s): 193948

Existing Use: The current structure on site will be repurposed for use as an event center.

Development History:

The subject property was rezoned from Single-Family-3 (SF-3) to Planned Development-Single-Family-3 (PD-SF-3) in 2021. The rezoning permitted the site to be utilized as an event center. As part of the Planned Development agreement, a detailed site plan must be approved by the Planning and Zoning Commission and City Council.

Site Image:



PLANNING ANALYSIS

The proposed site plan does include major components of the concept plan that was approved as part of the Planned Development Ordinance. The street parking is adequate in size and location. The parking located on-site is adequate in size. All landscape requirements have been met, with the exception of the required shrubbery located to screen the refuse enclosure. The applicant submitted civil construction plans and renderings that show a second-story addition to the existing structure, which consists of a storage area and a rooftop overlook, the total area of the addition is 1,250 square feet. With the addition of the second story, the building height is approximately 28 feet. The site plan does not indicate a sidewalk along Avenue C, as agreed to by the applicant at the P&Z meeting.

STAFF CONCERNS

- 1. Staff is concerned about the impact the second-story addition may have on the surrounding neighbors.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- Denial
- Approval, as presented.
- Approval, per the following comments:
 - 1. Installation of sidewalk from corner of Dunaway, along Avenue C, to connect to the private sidewalk to event center entrance, installation of trees and landscaping along the remainder of Avenue C.
 - 2. The Second story enclosed addition (1,250 sf) may only be used for indoor storage as indicated by the applicant. To use this area for event center purposes, the SP shall be re-evaluated at P&Z and CC for the compatibility of the proposed use of the space, and mitigation measures if needed.
 - 3. Evergreen shrubbery will be installed to screen the dumpster enclosure wall.

ATTACHED EXHIBITS

1. Site Plan
2. Building Elevations
3. Landscape Plan
4. Planned Development Ordinance
5. Developer Agreement
6. Concept Plan

APPLICANT REQUIREMENTS

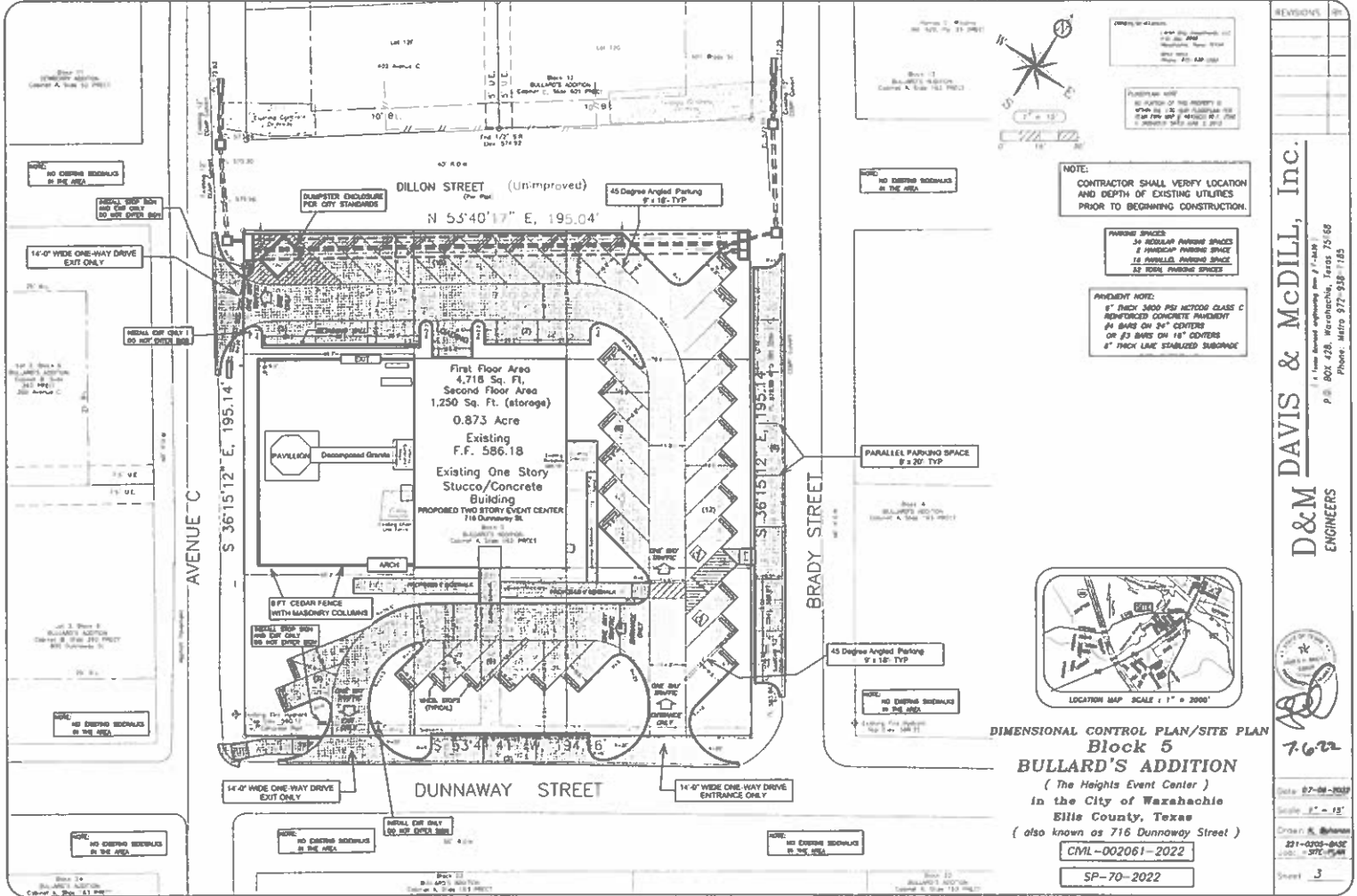
1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then the applicant will be notified to make corrections.
 - b. If all comments satisfied, the applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Ashlie Jones
Senior Planner
ashlie.jones@waxahachie.com

Reviewed by:
Jennifer Pruitt, AICP, LEED-AP, CNU-A
Senior Director of Planning
jennifer.pruitt@waxahachie.com

(10)



REVISIONS

DAVIS & McDILL, Inc.
D&M ENGINEERS

1111 E. Flower Street, Suite 700
 P.O. Box 478, Waxahachie, Texas 75080
 Phone: 972-258-1125

7.6.22

Date: 07-04-2022
 Scale: 1" = 15'
 Order: K. Williams
 221-0205-0422
 371-5248

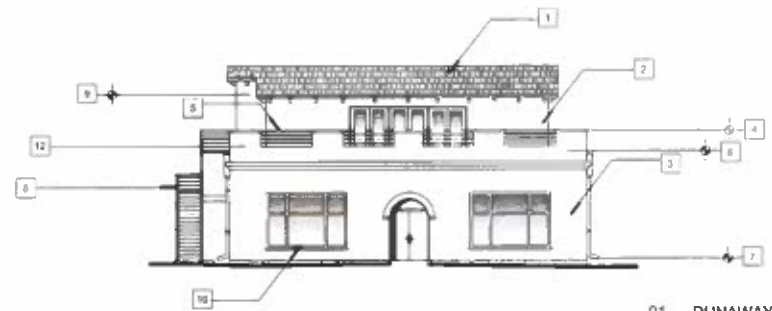
Sheet **3**

Exterior Elevations Key

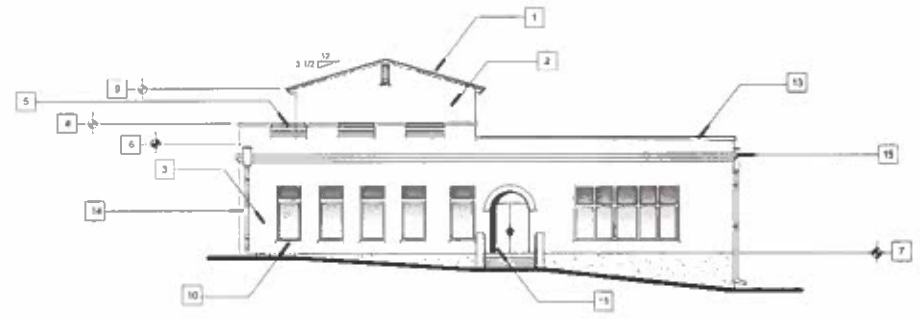
- 1 LIGHT-WEIGHT SPANISH BARREL TILE ROOF SYSTEM
- 2 NEW CEMENT STUCCO (WHITE-VV SMOOTH TROWEL FINISH)
- 3 NEW CEMENT STUCCO COATING SYSTEM TO MATCH NEW CONSTRUCTION ABOVE
- 4 TOP OF NEW PARAPET COPING, 44" ABOVE FINISHED DECK ELEVATION
- 5 TOP OF RAIL SYSTEM 42" ABOVE FINISHED DECK ELEVATION
- 6 APPROXIMATE ELEVATION OF NEW 2ND FINISHED FLOOR- FIELD VERIFY
- 7 GROUND FINISHED FLOOR ELEVATION
- 8 FIXED STEEL FIXIT STAIRS- FIELD VERIFY RISE AND CONDITIONS PRIOR TO FABRICATION
- 9 8'-0" TOP PLATE- TYP.
- 10 NEW WINDOW UNIT INTO EXISTING MASONRY OPENING- TYP. SEE WINDOW SCHEDULE
- 11 NEW DOOR- SEE DOOR SCHEDULE
- 12 APPROXIMATE ELEVATION OF EXISTING BUILDING COPING
- 13 CONTINUOUS METAL CAP FLASHING SYSTEM AT EXISTING COPING-TYP.
- 14 DECORATIVE COLLECTOR BOX AND DOWNSPOUT SYSTEM-SEE ROOF PLAN
- 15 CONTINUOUS DECORATIVE FRG CORNICE SYSTEM AS INDICATED

Exterior Elevation Notes:

- 1. SEE FLOOR PLANS AND OTHER DOCUMENTS WITHIN THIS SET FOR ADDITIONAL INFO REGARDING THESE ELEVATIONS
- 2. ALL COLORS AND FINISHES AND OTHER RELATED ELEMENTS TO BE CHOSEN BY THE OWNER
- 3. SEE WINDOW AND DOOR SCHEDULE FOR ALL RELATED ELEMENTS SHOWN ON THESE ELEVATIONS
- 4. SEE STRUCTURAL DWGS. FOR ALL ELEMENTS RELATED TO THE STRUCTURAL FRAME, FOUNDATION SYSTEM AND MISCELLANEOUS STEEL AND INFILL ELEMENTS
- 5. SEE STRUCTURAL DWGS. FOR ALL FOUNDATION SYSTEMS SPECIFICATIONS AND REQUIREMENTS
- 6. SEE CIVIL DWGS. FOR ALL AREAS OUTSIDE THE BUILDING ENVELOPE AND WITHIN THE LIMITS OF WORK
- 7. SEE ROOF PLAN FOR ALL GUTTER AND DOWNSPOUT SYSTEMS NOT SHOWN ON THIS PLAN



01 DUNAWAY ELEVATION



02 BRADY ELEVATION

The Heights Event Center
 716 Dunaway Street
 Waxahachie, Texas 75165



Colonial Restoration
 P.O. Box 2868
 Waxahachie, Texas 75168
 972.938.3383



208 East Main Street
 Waxahachie, TX 75165
 972.923.2280

Designed by: A. Notia, Esq.
 Drawn by: A.P.
 Checked by: A. Notia, Esq.
 C.A. by: A. Notia, Esq.

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Client's TITLE

716 Dunaway

www.mottiaarchitects.com



PROJECT NO: 716DUNAWAY
 DRAWING NUMBER: A6.0
 DATE: 11/21/17
 SCALE: 1/4" = 1'-0"

A6.0

Exterior Elevations

SCALE | 1/4" = 1'-0"

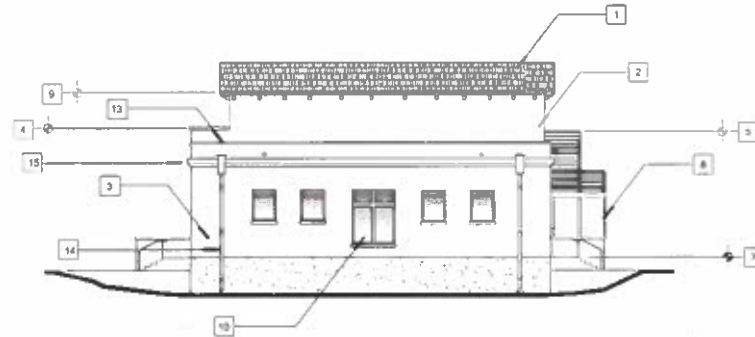
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Exterior Elevations Key

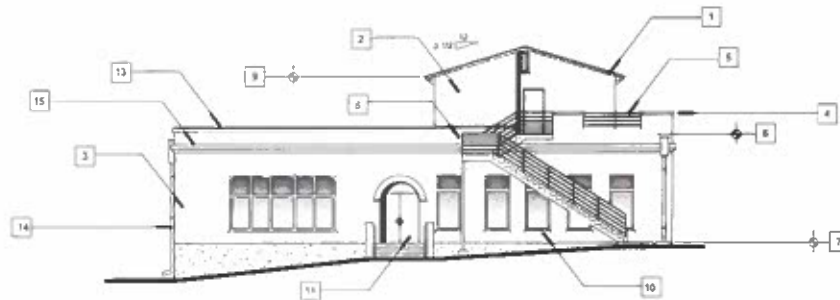
- 1 LIGHT-WEIGHT SPANISH BARREL TILE ROOF SYSTEM
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- 6. SEE CIVIL DWGS. FOR ALL AREAS OUTSIDE THE BUILDING ENVELOPE AND WITHIN THE LIMITS OF WORK
- 7. SEE ROOF PLAN FOR ALL GUTTER AND DOWNSPOUT SYSTEMS NOT SHOWN ON THIS PLAN



03 DILLON ELEVATION



04 AVENUE C ELEVATION

(a1)

A6.1 Exterior Elevations

SCALE : 1/4" = 1'-0"

	<p>NO. DATE DESCRIPTION</p>
<p>The Heights Event Center 716 Dunaway Street Waxahachie, Texas 75165</p>	
	
<p>Colonial Restoration P.O. Box 2868 Waxahachie, Texas 75168 972.938.3383</p>	
	
<p>208 East Marsh Avenue Frisco, Texas 75040 (972) 252-2288</p>	
<p>Designed by: A. Mottla Date: _____ Drawn by: L.S. Date: _____ Checked by: A. Mottla Date: _____ U.A. by: A. Mottla Date: _____</p>	
<p>© All rights reserved by Mottla Architects, Inc. All rights reserved by Mottla Architects, Inc. All rights reserved by Mottla Architects, Inc. All rights reserved by Mottla Architects, Inc.</p>	
<p>716 Dunaway</p>	
<p>www.mottlaarchitects.com</p>	
	
<p>PROJECT NO. 202001 PROJECT: 02/01/21 DATE: 12/1/21</p>	<p>DRAWING NUMBER: A6.1</p>

Building Section Key

- 1 GABLE-TRUSSES W/ SPRAY-FOAM INSULATION-TYP.
- 2 NEW CEMENT STUCCO -(WHITE- W/ SMOOTH TROWEL FINISH)
- 3 NEW CEMENT STUCCO COATING SYSTEM TO MATCH NEW CONSTRUCTION ABOVE
- 4 CONT. WALL TO COPING FLASHING AT NEW WALL TO EXISTING INTERNAL PARAPET
- 5 NEW COATING ON EXISTING ROOF AND INTERIOR PARAPETS-TYP.
- 6 APPROXIMATE ELEVATION OF NEW 2ND FINISHED FLOOR- FIELD VERIFY
- 7 EXTENDED BRICK PARAPET- ANCHORED INTO EXISTING COPING- TYP. WHERE INDICATED
- 8 OPEN-JOINT DECK TILE OR ADJUSTABLE PYLON SUPPORT SYSTEM- ADHERED TO WATERPROOF MEMBRANE OF DECKING @ RIPPED 2X @ 18" @ C, ON EXISTING ROOF. PROVIDE CONT. TILE LEDGE AND MEMBRANE TO WALL FLASHING PER MANUFACTURER'S SPECIFICATIONS.
- 9 5'-0" TOP PLATE- TYP.
- 10 NEW FLOOR FRMG. @ 16" O.C. OR RIPPED 2X SUPPORT FRMG. ON EXISTING ROOF- SEE STRUC. DWGS.
- 11 NEW ORDER(S) AND POSTS FOR EXISTING TRUSS SYSTEM- SEE STRUCTURAL DWGS.
- 12 EXISTING FINISHED FLOOR ELEVATION
- 13 CONTINUOUS METAL CAP FLASHING SYSTEM AT EXISTING COPING-TYP.

Building Section Notes:

- 1. SEE DIMENSION PLANS FOR SECTION CUT LINE
- 2. SEE FINISH SCHEDULE FOR ADDITIONAL INFORMATION
- 3. SEE POWER AND LIGHTING PLANS FOR PROPOSED ELEMENTS NOT SHOWN ON THIS SECTION
- 4. SEE DOOR AND WINDOW SCHEDULE FOR ADDITIONAL INFORMATION
- 5. SEE PLANS AND EXTERIOR ELEVATIONS FOR MORE INFORMATION



SECTION AA

A7.0 Building Section

SCALE : 1/4" = 1'-0"

The Heights Event Center
716 Dunaway Street
Waxahachie, Texas 75165



Colonial Restoration
P.O. Box 2868
Waxahachie, Texas 75168
972.938.3383



208 East Meador Avenue
Waxahachie, TX 75165
972.933.2288

Designed by: A. Wells Date: _____
Drawn by: AW Date: _____
Checked by: A. Wells Date: _____
C.A. by: A. Wells Date: _____

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716 Dunaway
www.mcttlaarchitects.com

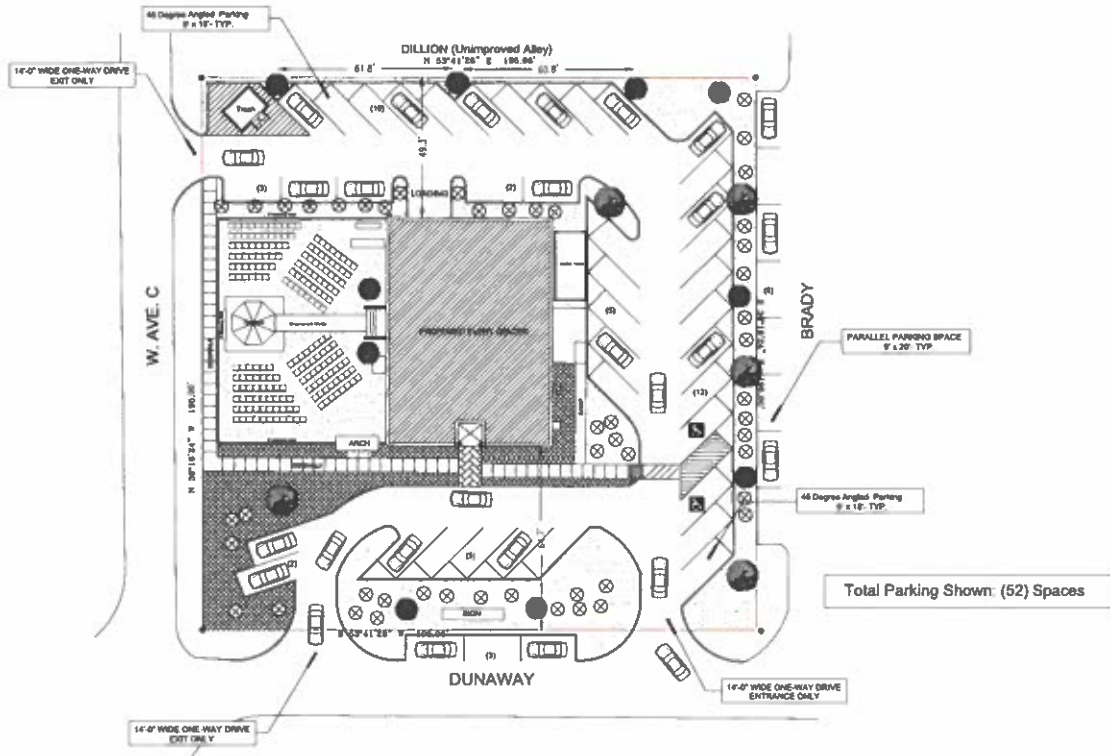


PROJ. No. 20110011
Drawing Number: A7.0
DATE: 11.21.11

A7.0

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Landscaping Requirements

PROPOSED BUILDING FLOOR AREA	4,718 SF		
90% LANDSCAPING REQUIREMENT BASED ON FLOOR AREA	3,358 SF		
ACTUAL LANDSCAPED SITE AREA:	7,783 SF		
CANOPY TREE	1/500 SF	REQUIRED: (5)	PROVIDED: (5)
UNDERSTORY TREE	1/250 SF	REQUIRED: (10)	PROVIDED: (10)
SHRUBS	1/75 SF	SA	PROVIDED: (40)
GROUND COVER	1%	REQUIRED: (263 SF)	PROVIDED: (776 SF)

Landscaping Notes

ALL LANDSCAPING TO BE COMPLIANT WITH THE CITY OF WAXAHACHIE'S LANDSCAPE ORDINANCE
 ALL PLANT MATERIALS ARE TO BE ON THE CITY'S APPROVED PLANTING LIST PER SEC. 9.14
 ALL PLANT MATERIALS WILL BE IRRIGATED BY AN APPROVED AUTOMATIC IRRIGATION SYSTEM
 FOR WHICH COMPLETE PLANS ARE TO BE PROVIDED UPON SUBMITTAL FOR THE BUILDING PERMIT

Landscape Key

	CANOPY TREE
	UNDERSTORY TREE
	SHRUB WITH SEASONAL COLOR
	GROUND COVER
	HYDRICULON OR BEAUBRAID GRASS

Conceptual Site Plan

The Heights Event Center
 716 Dunaway Street
 City of Waxahachie, Ellis County, Texas



1:15

UPDATED: 6.28.22

The Heights Event Center
 716 Dunaway
 Waxahachie, Texas

Colonial Restoration Group
 Waxahachie, Texas



200 West Street
 Waxahachie, TX 75090
 817.555.2222
 Project: The Heights Event Center
 Client: The City of Waxahachie
 Date: 6/28/22

716 Dunaway

www.mdcmla.com

CSP

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CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

We, the undersigned officers of the City of Waxahachie, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in Regular Meeting on August 1, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

David Hill	Mayor
Chris Wright	Mayor Pro-Tem
Billie Wallace	Council Member
Travis Smith	Council Member
Patrick Souter	Council Member
Amber Villarreal	City Secretary

and all of said persons were present except: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,250,000; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON AUGUST 1, 2022.

City Secretary,
City of Waxahachie, Texas

Mayor,
City of Waxahachie, Texas

(CITY SEAL)

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ORDINANCE NO. _____

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$21,250,000; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on June 6, 2022, the City Council of the City of Waxahachie (the “City” or the “Issuer”) passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$21,250,000 with such notice to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code (“Section 271.049”); and

WHEREAS, a notice was published in the *Waxahachie Sun*, a “newspaper” of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on June 15, 2022 and June 22, 2022; and

WHEREAS, said notice stated that the City Council of the City tentatively proposed to adopt an ordinance authorizing the issuance of the certificates of obligation at a regular meeting to commence at 7:00 o’clock, p.m., on the 1st day of August, 2022 and

WHEREAS, no petition, signed by at least 5% of the qualified electors of the City as permitted by Section 271.049 protesting the issuance of such certificates of obligation, has been filed; and

WHEREAS, the certificates of obligation hereinafter authorized are to be issued and delivered pursuant to the Texas Constitution and the laws of the State of Texas, including specifically Subchapter C of Chapter 271 of the Texas Local Government Code; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City’s certificates of obligation, to be designated the “City of Waxahachie, Texas Combination Tax and Revenue Certificate of Obligation, Series 2022” (the “Certificates”), are hereby authorized to be issued and delivered in an aggregate principal amount of \$[] for the purpose of paying contractual obligations to be incurred by the City for the following purposes, to-wit,

- 1) the construction, installation and equipment of park and recreational improvements in the City;
- 2) the construction, improvement and equipment of public safety facilities in the City, including the purchase of fire apparatuses;
- 3) constructing, reconstructing, and improving streets, roads, and sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage;
- 4) the construction of improvements and extensions to the City’s water and wastewater system; and
- 5) the payment of fiscal, engineering, and legal fees incurred in connection therewith.

The term “Certificates” as used in this Ordinance shall mean and include collectively the Initial Certificate issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term “Certificate” shall mean any of the Certificates.

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Section 2. DATE, DENOMINATIONS, NUMBERS, MATURITIES, AND INTEREST RATES. That the Certificates shall initially be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated the Date of Delivery (as hereinafter defined), in the aggregate principal amount stated above, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owner thereof (with the Initial Certificate being made payable to the underwriters (the "Underwriters") as described in Section 22 hereof), or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and shall mature on August 1 in each of the years in the principal amounts, respectively, bearing interest from the Date of Delivery to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest (%)</u>	<u>Year</u>	<u>Principal Amount (\$)</u>	<u>Interest (%)</u>

Section 3. REDEMPTION. (a) *Optional Redemption*. That the City reserves the right to redeem the Certificates maturing on and after August 1, 2032, in whole, or in part, in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), on August 1, 2031, or on any date thereafter, at the redemption price of par plus accrued interest thereon to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (hereinafter defined) to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(b) *Mandatory Sinking Fund Redemption*. [The Certificates are not subject to mandatory sinking fund redemption prior to their scheduled maturities].

(c) *Notice*. At least thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at the address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar on the forty-fifth (45th) day before such redemption date. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. Except as

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provided in subsection (d) of this Section with respect to a conditional redemption of Certificates, if such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price of par plus accrued interest thereon to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in one or (at the written request of the registered owner) more Authorized Denominations, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including: the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called for redemption, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar (including a contact person and telephone number), and the address at which the Certificates may be redeemed. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

(d) *Notice of Conditional Redemption.* With respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by this Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) *Registration of Certificates.* That the Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with

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proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in an Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute Certificate or Certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of The Bank of New York Mellon Trust Company, N.A., set forth in the "Paying Agent/Registrar Agreement" executed by the City and the Paying Agent/Registrar in connection with the sale and delivery of the Certificates.

(b) *Registration Books; Ownership.* The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(c) *Paying Agent.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) *Exchange, Assignment and Transfer of Certificates.* Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute certificate or certificates having the same maturity date, bearing interest at the same rate, in one or (at the request of the registered owner) more Authorized Denominations, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered certificate or certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment

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date on which interest due on the respective Certificate was paid in full, next preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such delivery date; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full, and if no interest has been paid on the Certificate, then such substitute Certificate will be dated as of the Date of Delivery. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or transfer. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council so as to accomplish the foregoing exchange, assignment or transfer of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of exchange and transfer of any Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the substitute Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which were originally issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(e) *General.* All Certificates issued in exchange for or, pursuant to Section 11 hereof, replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) shall be payable as to the principal of and interest on the Certificates, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) *Fees of Paying Agent/Registrar.* The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or any portion thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will pay the (i) reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) *Change in Paying Agent/Registrar.* The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and

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legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty (60) days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as the Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified bank, trust company, financial institution, or other agency which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications are substantially similar to the those of the previous Paying Agent/Registrar, to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver to the new Paying Agent/Registrar, designated and appointed by the City, the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) *Form 1295 Filing.* The Paying Agent/Registrar has confirmed to the City that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission in accordance with Section 2252.908(c)(4), Texas Government Code.

Section 5. FORM OF CERTIFICATE. That the Certificates, including the form of the Comptroller's Registration Certificate to accompany the Initial Certificate, and both the forms of the Authentication Certificate and of Assignment to be printed on each of the Certificates authorized to be issued and delivered hereunder, shall be substantially in the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 6. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 7 hereof; the term "Business Day" means any day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Date of Delivery" means the day on which the Certificates initially issued are delivered to the Underwriters or the Underwriters' nominee in consideration of the payment by the Underwriters of the agreed purchase price of the Certificates; "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12; the term "SEC" means the United States Securities and Exchange Commission; and the term "Surplus Revenues" means the revenues pledged herein from the operation of the City's combined waterworks and sewer system (not to exceed \$1,000) remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

Section 7. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Waxahachie, Texas Series 2022 Certificate of Obligation Interest and Sinking Fund" (the "Interest

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and Sinking Fund”) is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying principal of and interest on the Certificates as such principal and interest comes due. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including without limitation, Surplus Revenues (the “Available Revenues”), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

Section 8. REVENUES. That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 7, to the principal of and interest on the Certificates.

Section 9. CONSTRUCTION FUND. (a) *Construction Fund Established.* The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled “City of Waxahachie, Texas Series 2022 Certificate of Obligation Construction Fund” (the “Construction Fund”), for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in clauses (1), (2), (3), and (4) of Section 1, and the payment of the costs described in clause (5) of Section 1. Upon payment of all such costs, any money remaining on deposit to the credit of the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the credit of the Interest and Sinking Fund shall be used in the manner described in Section 7.

(b) *Investment of Moneys.* The City may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited to the credit of the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Government Code, and the City’s investment policy. The City covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

Section 10. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer funds from Interest and Sinking Fund of this issue to the Paying Agent/Registrar in a manner sufficient to effectuate the timely payment of principal of and interest on the Certificates as such principal and interest become due and payable.

Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) *Replacement Certificates.* That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new

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certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made only by the registered owner thereof (or such registered owner's designee) to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the applicant for a replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section, by virtue of the fact that any Certificate is lost, stolen, or destroyed, shall constitute a contractual obligation of the City whether the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the City Council of the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, subject to the conditions imposed by this Section 11 of this Ordinance, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in paragraphs (d) and (e) of Section 4 of this Ordinance for Certificates issued in exchange or transfer of other Certificates.

Section 12. FEDERAL INCOME TAX MATTERS. That the City covenants to take such action as to ensure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

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(b) to take any action to assure that in the event that the “private business use” described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate”, within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of three (3) years or less, until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refunding); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the Date of Delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as

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applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager, and the Director of Finance to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the written procedures adopted by the City in the ordinance authorizing the issuance of City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation, Series 2011, adopted by the City Council on December 19, 2011, apply to the Certificates.

In order to facilitate compliance with clause (i) above, a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The resolution adopted by the City Council on June 6, 2022, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 13. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the Issuer covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to herein and Section 14 hereof as a "Project") on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than sixty (60) days after the earlier of (a) the fifth anniversary of the Date of Delivery of the Certificates or (b) the date the Certificates are retired. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion, from nationally-recognized bond counsel, that such failure to comply will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

Section 14. DISPOSITION OF PROJECT. That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DEFAULT AND REMEDIES.

(a) *Events of Default.* That each of the following occurrences or events, for the purposes of this Ordinance, is hereby declared to be an Event of Default:

(i) the failure to make funds available to the Paying Agent/Registrar sufficient to make payment of the principal of or interest on any Certificate when the same becomes due and payable; or

(ii) except as provided in Section 18(c)(iv) of this Ordinance, default in the performance or observance of any other covenant, agreement or obligation of the City, which the failure to perform materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any registered owner to the City.

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

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Section 16. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the Mayor of the City or the designee thereof is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Registration Certificate.

Section 17. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and the Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. Upon the receipt of payment from the Underwriters for the Certificates originally issued and delivered as authorized by this Ordinance, the Paying Agent/Registrar shall cancel the initial Certificates and issue and deliver to DTC, separate single definitive Certificates for each maturity of the Certificates, in the aggregate principal amount of the Certificates of such maturity, fully registered in the name of CEDE & CO., as the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Underwriters and DTC's participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify beneficial ownership of the Certificates in Authorized Denominations, with transfers of beneficial ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by DTC and its participants, and that the definitive Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent, and does not in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the previous execution and delivery of the Blanket Letter of Representations shall apply to the Certificates.

Section 18. CONTINUING DISCLOSURE OBLIGATION. (a) *Annual Reports.* (i) That the City shall provide annually to the MSRB, in an electronic format prescribed by the MSRB, certain updated financial information and operating data of City, being the following (1) the City's financial statements; and (2) the information found in Tables 1 through 6 and 8 through 15 in the Official Statement authorized by Section 22 of this Ordinance. The City will update and provide the information in Tables 1 through 6 and 8 through 15 of the Official Statement within six (6) months after the end of each fiscal year ending in and after 2022. The City's financial statements so to be provided shall be (1) prepared in accordance with

the accounting principles described in the financial statements of the City appended to the Official Statement as Appendix B, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2022. If audited financial statements are not available by the end of the twelve (12) month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial statements by the required time, and the City shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City 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 or filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) *Disclosure Event Notices.* The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

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 status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders 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 City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into 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 Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, and which reflect financial difficulties.

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As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. 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 of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City 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 City. As used in clauses 15 and 16 above, the term “Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; and the term “Municipal Securities” means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

In addition, the City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City 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.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, 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.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

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(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City agrees to undertake such obligation in accordance with the Rule as amended.

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, 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 since such offering 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 City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. DEFEASANCE. (a) *Deemed Paid.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, the City hereby reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption at an earlier date Defeased Certificates, provided that in the proceedings providing for the Defeased Certificates, the City: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the firm banking and financial arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying

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Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates.* In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term “Defeasance Securities” means: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council approves the proceedings authorizing the defeasance of the Certificates or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(e) *Continuing Duty of Paying Agent/Registrar.* Until all Defeased Certificates shall become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 20. AMENDMENTS. That the City hereby reserves the right to amend this Ordinance subject to the following terms and conditions.

(a) *Amendments Not Requiring Consent.* The City may from time to time, without the consent of any holder of the Certificates, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (1) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interest of the holders of the Certificates, (2) grant additional rights or security for the benefit of the holders of the Certificates, (3) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interest of the holders of the Certificates, (4) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (5) make such other provisions in regard to matters or questions arising under this Ordinance that are not inconsistent with the provisions hereof and which, in the opinion of nationally-recognized bond counsel selected by the City, do not materially adversely affect the interests of the holders of the Certificates.

(b) *Amendments With Consent.* Except as provided in paragraph (a) above, the holders of the Certificates aggregating in principal amount a majority of the aggregate principal amount of the Certificates then outstanding shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the Certificates then outstanding, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates,

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- (2) Reduce the rate of interest borne by any of the outstanding Certificates,
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates,
- (4) Modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Certificates, or imposing any condition with respect to such payment, or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) *Notice.* If at any time the City shall desire to amend this Ordinance, the City shall provide notice of such amendment to the registered owners of the Certificates then outstanding by sending via United States mail, first-class postage prepaid, to each registered owner of the affected Certificates a copy of the proposed amendment.

(d) *Receipt of Consents.* Whenever at any time within one (1) year from the date of the first mailing of said notice of the proposed amendment the City shall receive an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of all the Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the City of any ordinance to amend this Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with the amendatory ordinance, and the respective rights, duties, and obligations of the City and all the owners of then outstanding Certificates and all future Certificates shall thereafter be determined, exercised, and enforced under this Ordinance, as amended.

(f) *Consent Irrevocable.* Any consent given by any owner of Certificates pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future owners of the same Certificates during such period. Such consent may be revoked at any time after six (6) months from the date such consent was given by the owner, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Certificates then outstanding, prior to the attempted revocation, consented to and approved the amendment.

(g) *Ownership.* For the purpose of establishing ownership of the Certificates, the City shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 21. SECURITY FOR FUNDS. That the Interest and Sinking Fund and the Construction Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and the Interest and Sinking Fund and the Construction Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 22. SALE OF CERTIFICATES. (a) *Sale.* That the Certificates are hereby sold and shall be delivered to Huntington Capital Markets and FHN Financial Capital Markets (collectively, the "Underwriters") for the purchase price of \$[_____] (representing the par amount of the Certificates of \$[_____] plus aggregate original issue premium of \$[_____] (premium to be applied as set forth in Section 24), less an underwriting discount of \$[_____] and no accrued interest, pursuant to the terms and provisions

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of a Purchase Contract in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. The Initial Certificate, in the aggregate principal amount of the Certificates, with principal maturing on the respective maturity dates as set forth in Section 2 hereof, shall be delivered to the Underwriters, and the Underwriters shall have the right to exchange the Initial Certificate as provided in Section 4 hereof without cost. The Initial Certificate shall be initially registered in the name of Huntington Capital Markets or its nominee. The sale of the Certificates to the Purchaser was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City.

(b) *Offering Documents.* The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 23. FURTHER PROCEDURES. That the Mayor, the City Secretary, the City Manager, any Assistant City Manager, the Director of Finance, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith. In case any officer whose signature shall appear on any Certificate, or any document relating to the authorization, sale or issuance of the Certificates, shall cease to be such officer before the Date of Delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 12 hereof and as further described in Section 25 hereof, and THEREAFTER to the Interest and Sinking Fund. The proceeds from the sale of the Certificates, including premium, to be deposited to the credit of the Construction Fund shall not exceed \$21,250,000.

Section 25. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided, that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

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Section 26. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive*. That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction*. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to “FORM OF CERTIFICATE” shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance.

(c) *Inconsistent Provisions*. All ordinances, orders 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, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) *Severability*. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law*. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting*. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Application of Chapter 1208, Government Code*. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 7 and 8 hereof, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) *Section 271.047, Local Government Code*. No bond proposition to authorize the issuance of bonds for the same purpose as the Certificates was submitted to the voters of the City during the preceding three (3) years and failed to be approved.

(i) *Section 252.051, Local Government Code*. The City has satisfied or will satisfy the appraisal requirements of Section 252.051, Texas Local Government Code, in the acquisition of real property with proceeds of the Certificates.

(j) *Payment of Attorney General Fee Authorized*. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings

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relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

(k) *Preamble.* The preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

(l) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

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principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, 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 fifteen (15) days after the Special Record Date) shall be sent at least five (5) 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 kept by the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated the Date of Delivery, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[____], for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction, installation and equipment of park and recreational improvements in the City; the construction and equipment of fire stations and the purchase of fire apparatuses; improvements to streets and public mobility infrastructure, including related signage and drainage and the acquisition of right-of-way, throughout the City; the construction of improvements and extensions to the City's water and wastewater system; the construction of municipal buildings for development services departments and additional City Hall space; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES of this Series scheduled to mature on and after August 1, 2032 may be redeemed prior to their scheduled maturities, in whole, or in part in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on August 1, 2031 or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

A WRITTEN NOTICE OF redemption shall be sent to the registered owner of each Certificate or a portion thereof being called for redemption at least thirty (30) days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. If such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption,

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and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

THE FOREGOING NOTWITHSTANDING, with respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by the Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, both the City and the Paying Agent/Registrar shall not be required (i) to make any such transfer or exchange during the period beginning at the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date; or (ii) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within forty-five (45) calendar days; provided, however, such

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limitation of transfer shall not be applicable to an exchange by the registered owner of an unredeemed balance of a Certificate called for redemption in part.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, in the manner provided in the Ordinance, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between the Issuer and each registered owner hereof.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City (or in the Mayor's absence, of the Mayor Pro-Tem of the City), attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

XXXXXXXX
City Secretary

XXXXXXXX
Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in

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exchange for or replacement of a Certificate of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

The Bank of New York Mellon Trust Company, N.A.,
Paying Agent/Registrar

By _____
Authorized Representative

***FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO
THE CERTIFICATES UPON INITIAL DELIVERY THEREOF**

OFFICE OF COMPTROLLER :
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 that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY HAND and seal of office at Austin, Texas this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

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the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate on books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth above, except that the form of the single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Maturity Date", "Interest Rate", "Delivery Date" and "CUSIP" shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner: HUNTINGTON CAPITAL MARKETS

Principal Amount: []

Delivery Date: []

THE CITY OF WAXAHACHIE, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 1 in each of the years and in principal installments in accordance with the following schedule:

(Section 2 of the Ordinance)

and to pay interest thereon from the delivery date specified above, on February 1, 2022 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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Memorandum

To: Honorable Mayor and City Council

From: Mark Malveaux, McCall, Parkhurst & Horton L.L.P.

Thru: Michael Scott, City Manager

Date: August 1, 2022

Re: Assignment of North Central Texas Housing Finance Corporation Bond Allocation to the Texas Department of Housing and Community Affairs

Item Description: On August 1, 2022 a resolution approving assignment of private activity bond authority to Texas Department of Housing and Community Affairs will be presented to Council for consideration.

Item Summary: The State of Texas allocates a limited amount of tax-exempt bonds for local housing finance corporations (HFC) to finance mortgage loans for qualified first-time homebuyers in its jurisdiction. Because of scale and market conditions, local HFCs, such as the North Central Texas HFC, has been unable to issue bonds for this purpose. The Texas Department of Housing and Community Affairs (TDHCA) is one of the largest issuers of such mortgage bonds in the nation and has the scale, staffing, and expertise to issue bonds that finance competitive and below market mortgage loans to qualified first-time homebuyers.

TDHCA has agreed to accept the assignment of any local HFC's bond allocation and issue bonds to finance mortgage loans in the HFC's jurisdiction. North Central Texas HFC, for which the City of Waxahachie is a sponsor, wishes to partner with TDHCA so that it may issue bonds to finance mortgage loans within North Central HFC's jurisdiction, which includes the City of Waxahachie. Such an arrangement will put to use funds which have otherwise been unused and benefit qualified residents in the jurisdiction.

As part of this arrangement, each sponsor of the North Central HFC, must approve the assignment. The resolution that is being considered provides such approval.

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the North Central Housing Finance Corporation (the "Corporation") was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "Act"); and

WHEREAS, by resolution adopted on June 7, 2022, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$50,000,000 (the "Reservation"); and

WHEREAS, by resolution adopted on June 7, 2022, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the City Council of the City of Waxahachie, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACIE, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The Mayor is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[Execution page follows]

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PASSED AND APPROVED this _____.

Secretary

Exhibit A

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made as of the ____ day of _____, 20__ by and between **NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION** (“**HFC**”), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** (“**TDHCA**”), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the “**Act**”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “**State**”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “**Allocation Act**”).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “**Application for Reservation**”) with the Texas Bond Review Board (the “**Bond Review Board**”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “**Allocation Rules**”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

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H. By resolution adopted on June 7, 2022, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$50,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2022 program year.

2. **Consents.** HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("**Pooled Loans**"), and/or (b) My First Texas Home Combo Loans with MCCs ("**Combo Loans**", and referred to herein together with the Pooled Loans collectively as "**HFC Loans**"), until an aggregate amount of \$50,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

5. **Fees.** TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "**HFC Fees**") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect

to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[Execution pages follow]

(12)

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

**NORTH CENTRAL TEXAS HOUSING
FINANCE CORPORATION**

By: _____

Name: _____

Title: _____

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

By: _____

Name: _____

Title: _____



(13)

Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, P.E., Director of Public Works and Engineering
Thru: Michael Scott, City Manager
Date: August 1, 2022
Re: Consider award of bid for Monticello Drive Reconstruction Ph I & II Project

Item Description: Consider bid award to Circle H Contractors, LP for the Monticello Drive Reconstruction Phase I & Phase II in the amount of \$3,973,000.00.

Item Summary: The project consists of the reconstruction of approximately 2,600 linear feet of Monticello Drive from Cumberland Road to Richmond Lane. This includes reconstructing the existing asphalt roadway to a concrete section consisting of 6" of reinforced concrete with 6" of flexible base subgrade. The project also includes the installation of approximately 3,000 LF of 6"-8" water line, 1,800 LF of reinforced concrete pipe and reinforced concrete box culverts of various sizes, and approximately 3,000 LF of 6"-10" sanitary sewer line. Additionally, the project includes ADA compliant sidewalks with curb ramps, driveway repairs, and streetlights.

Bids were received and opened publicly on July 19, 2022. The following base bids were received:

Circle H Contractors, LP -	\$3,973,000.00
McMahon Contracting, LP -	\$4,161,559.19
Urban Infraconstruction -	\$4,365,695.00
FNH Construction, LLC -	\$4,394,200.00

Staff recommends award to Circle H Contractors, LP in the amount of \$3,973,000.00.

Fiscal Impact: This project is a planned expense from FY20-21 & FY21-22 of \$3,573,516. In addition to the approval of the bid award to Circle H Contractors, staff is also recommending City Council authorize moving \$700,000 from the Street Capital Fund to cover the difference and contingency, for a total of \$4,273,516. Funding for the additional construction amount is available from previous project savings. Staff is recommending award of the contract and authorization of the additional project contingency.

July 21, 2022

Mr. James Gaertner
Director of Public Works & Engineering
City of Waxahachie
401 S. Rogers Street
Waxahachie, Texas 75165

Re: Bid Results
Monticello Drive Reconstruction Phase 1 & Phase 2
KHA No. 061269751

Dear Mr. Gaertner:

On July 19, 2022, the City of Waxahachie received bids for the Monticello Drive Reconstruction Phase 1 & Phase 2 project. The project consists of the reconstruction of approximately 2,600 linear feet of Monticello Drive from Cumberland Road to Richmond Lane. This includes reconstructing the existing asphalt roadway to a concrete section consisting of 6" of reinforced concrete with 6" of flexible base subgrade. The project also includes the installation of approximately 3,000 LF of 6"-8" water line, 1,800 LF of reinforced concrete pipe and reinforced concrete box culverts of various sizes, and approximately 3,000 LF of 6"-10" sanitary sewer line. Additionally, the project includes ADA compliant sidewalks with curb ramps, driveway repairs, and streetlights. This project was bid with a base bid only.

Four (4) bids were received for the project. The lowest bid for the Base Bid is: \$3,973,000.00. Kimley-Horn's Opinion of Probable Construction Cost (OPCC) is \$4,240,000.00 for the base bid.

Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews it appears that Circle H Contractors, L.P. is the lowest qualified responsive bidder. Enclosed is a copy of the Bid Summary report and itemized Bid Tabulation for your reference. The contract time for the base bid is 360 calendar days.

Thank you for the opportunity to be of service to the City of Waxahachie. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Misty D. Christian, P.E., CFM

**City of Waxahachie, Texas
Monticello Drive Reconstruction Phase 1 & Phase 2**

BID SUMMARY

Bids Received at 2:00 pm on Tuesday, July 19, 2022

Bidder	Base Bid
1. Circle H Contractors, L.P. P.O. Box 220 Midlothian, TX 76065	\$3,973,000.00
2. McMahon Contracting L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050	\$4,161,559.19
3. Urban Infraconstruction 526 North Britain Rd. Irving, TX 75061	\$4,365,695.00
4. FNH Construction, LLC 500 N. Central Expressway, #105 Plano, TX 75074	\$4,394,200.00

(14)



Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager 

Date: August 1, 2022

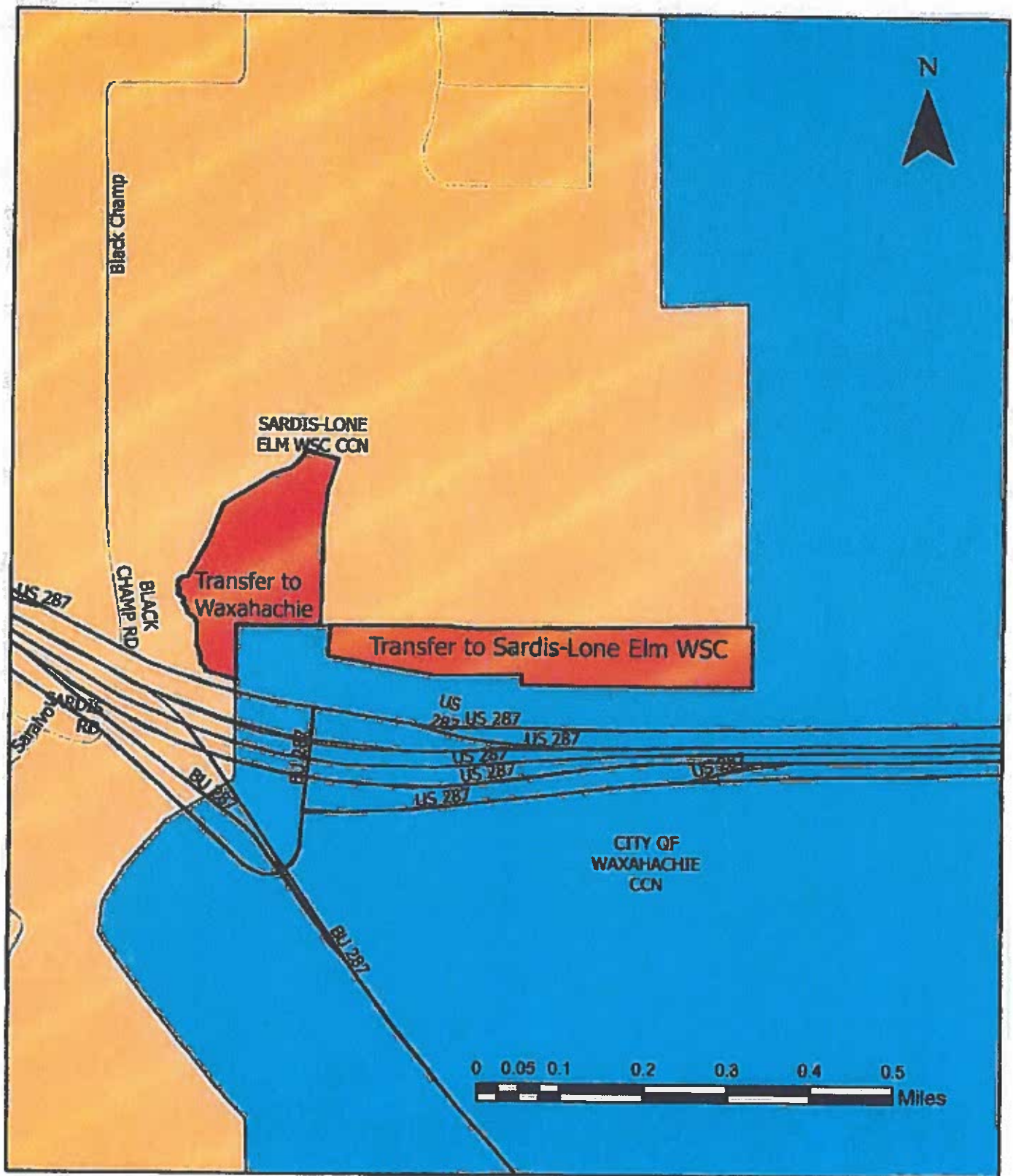
Re: Will Serve/CCN Swap Agreement – Sardis-Lone Elm Water Supply Corporation.

Item Description: On August 1, 2022 a Will Serve Retail Water and Certificate of Convenience and Necessity (CCN) boundary modification Agreement between City of Waxahachie and Sardis-Lone Elm Water Supply Corporation (Sardis) will appear before City Council for consideration.

Item Summary: This Agreement will transfer approximately 19.9 acres of CCN from the City of Waxahachie to Sardis, and Sardis will transfer approximately 18.5 acres to the City of Waxahachie (see attached exhibit). This transfer will better align the City's service area. Currently in a proposed development (Montclair Heights), both parties would have a water line in the same residential street. This CCN transfer would separate each party's infrastructure and service boundaries into defined areas and facilitate efficient future operation and maintenance for both parties. Staff has discussed the Agreement with Sardis, who has received approval from their Board. This Agreement will become effective upon approval, and the City and Sardis will have five years upon execution to revise the official CCN boundaries with the Public Utilities Commission of Texas.

Fiscal Impact: There is no financial impact to the city's budget. Staff is requesting City Council approval of this Will Serve/CCN swap Agreement.

Exhibit A Transfer of Water Utility Service Area





(15)

Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager *MS*

Date: August 1, 2022

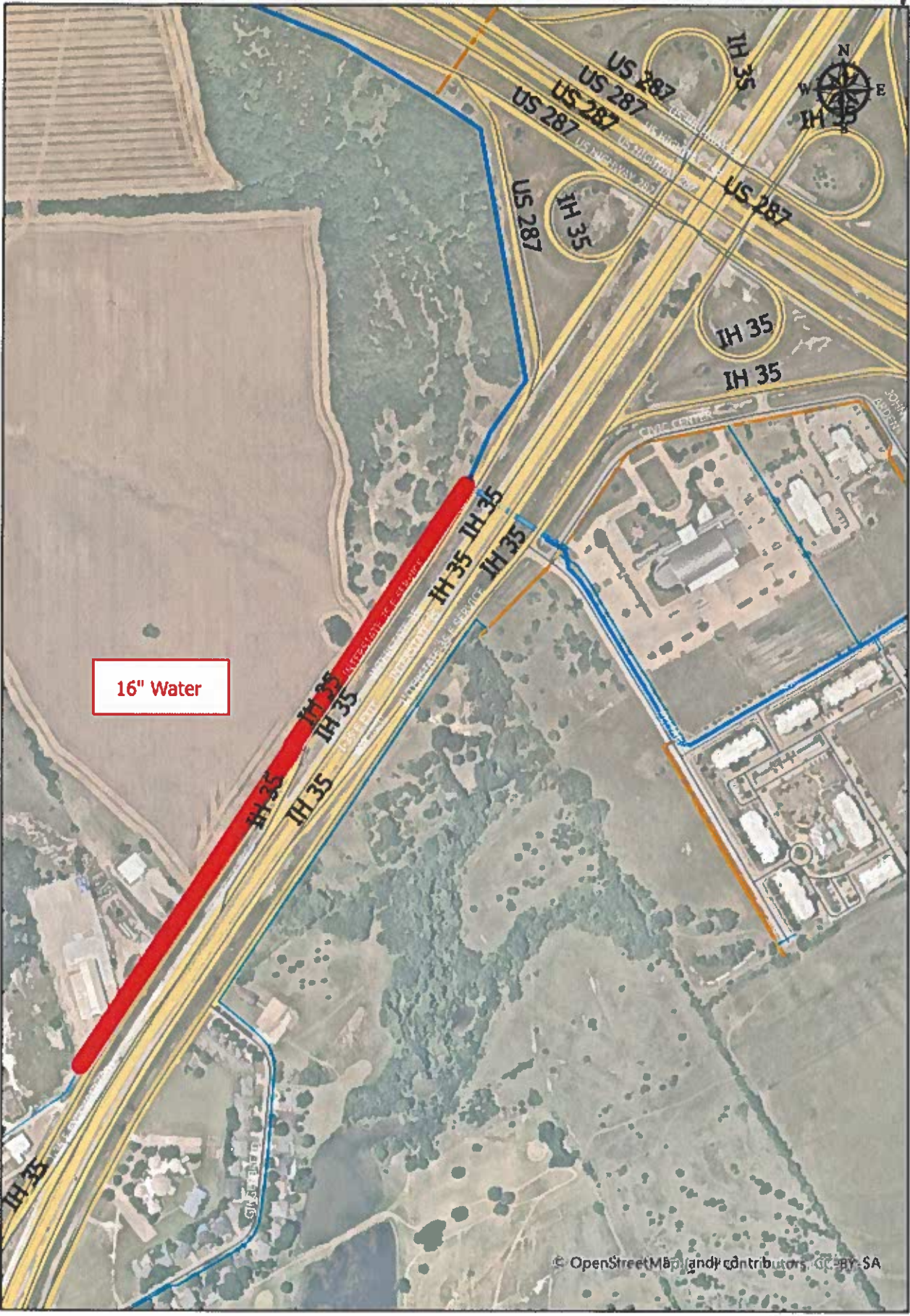
Re: Oversize Participation Agreement – Section of 16" Water Line Along IH 35E to Sunbelt Rentals

Item Description: On Monday, August 1, 2022, an item authorizing approval of an Oversize Participation Agreement with JP Tyler, LLC will appear before City Council for consideration in the amount of \$261,615.

Item Summary: This Agreement between the City of Waxahachie and JP Tyler, LLC will provide for the oversizing of approximately 2,725 linear-feet of water line and appurtenances from 12" to 16" in size along, and adjacent to, the west side of IH 35E and south of Hwy 287 Bypass (see attached exhibit). This line is being constructed as part of the proposed Sun Belt Rentals development and would provide for other future developments in this area. The amount of the City of Waxahachie's oversize participation is \$261,615. The 16" diameter water line is identified in the current City's Water Distribution System Master Plan along IH 35E.

Fiscal Impact: Funding for this oversizing participation would be from water impact fees due to being a growth related project. Staff requests the approval of the Agreement and use of Water Impact Fees in the amount of \$261,615.

Sunbelt Oversize Participation 16" Water Line (15)




June 14, 2020

(16)



Memorandum

To: Honorable Mayor and City Council
From: Michael Scott, City Manager 
Thru:
Date: August 1, 2022
Re: Reinstatement of Project Funding

In April of this year, the City was a victim of a scheme that resulted in the transfer of funds to a fraudulent account. Since that time local and federal law enforcement have been working this case. While those efforts are on-going, staff is in need of requesting the reinstatement of this funding in the amount of \$1,237,457 to Capital Project account #362 from unallocated General Fund reserves.