Bryan Moyers, Councilmember
David Brundage, Councilmember
Holly Gray-Moore, Mayor Pro-Tem

Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA
REGULAR MEETING

NOVEMBER 8, 2022
7:00 PM
500 S. OAK STREET
ROANOKE, TX 76262-6732

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

This item is available for citizens to address the City Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda. In order to provide the highest quality cable broadcast, all speakers need to speak at the podium.

D. PRESENTATION

1. Mayor Gierisch will present certificates to the graduating class of the 2022 Citizen's Academy to honor their completion of the program.

E. PROCLAMATION

1. Mayor Gierisch will read a proclamation declaring November 7-11, 2022 as Municipal Court Week.

F. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on October 25, 2022.

2. Consider approval of a Professional Service Agreement Between the City of Roanoke and Peloton Land Solutions for the design of the Oak Street electrical project.

3. Consider approval of a Professional Services Agreement between the City of Roanoke and GFF Architects for a Facilities Master Plan.

G. NEW BUSINESS

1. Consideration and action on Ordinance No. 2022-132 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022A; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject

2. Consideration and action on approval of Ordinance No. 2022-133, amending the Fiscal Year 2022-2023 Budget.

3. Consideration and action on Ordinance No. 2022-134 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022B; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject

H. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

Section 551.087
To deliberate commercial or financial information the City has received

from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO REGULAR SESSION
The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.087
To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

The City Council reserves the right to adjourn into Executive Session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government Code.

I. ADJOURNMENT

CERTIFICATION
I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, November 3, 2022, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

April S. Hill, City Secretary

*Any person planning to attend this meeting that may require auxiliary aids or services should request accommodations two (2) days prior to the meeting by calling (817) 491-8152. **BRAILLE IS NOT AVAILABLE**.

A public wireless network is now available in the Council Chambers for use during meetings. It is available from 7am to 11pm Monday thru Friday. The name of the network is: City Hall Guests

CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Proclamation - 2022 Municipal Court Week

MEETING DATE: November 8, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:
Mayor Gierisch will read a proclamation declaring November 7-11, 2022 as Municipal Court Week.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. 2022 Municipal Court Week

Proclamation

IN RECOGNITION OF MUNICIPAL COURT WEEK
November 7-11, 2022

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of Roanoke hosts the Roanoke Municipal Court since 1984;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Roanoke Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Roanoke Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Roanoke is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Roanoke Municipal Judges are not policy makers for the City of Roanoke but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Roanoke Municipal Court in complying with such legal requirements;

NOW THEREFORE, I, Carl E. "Scooter" Gierisch, Jr., Mayor of the city of Roanoke, Texas do hereby proclaim November 7-11, 2022 as:

MUNICIPAL COURT WEEK

In recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Roanoke.

*Passed and approved on this the **8th** day of **November**, **2022.***

____
Carl E. "Scooter" Gierisch, Jr. Mayor

Witness:

____
April S. Hill, City Secretary

The Unique Dining Capital of Texas ★ est. 1881

Roanoke

CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 10/25/2022 - CC Minutes

MEETING DATE: November 8, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:
Consider approval of the minutes from the regular City Council meeting held on October 25, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:
1. CCMin 10-25-2022

Bryan Moyers, Council Member
David Brundage, Council Member
Holly Gray-Moore, Mayor Pro-Tem

Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
OCTOBER 25, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray-Moore; Council Members: David Brundage, Bryan Moyers, David Thompson, Hogan Page, and Brian Darby; Interim City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Chief of Police Jeriahme Miller, Fire Chief Chris Addington, Chief Financial Officer Vicki Rodriquez, Public Works Director Shawn Wilkinson, and Development Services Administrator J.R. Hames.

ABSENT: Parks and Recreation Director Ronnie Angel.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:00 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Interim City Manager Cody Petree announced the City of Roanoke, with the partnership of VFW Post 5074 will be hosting a Veterans Day Parade on Saturday, November 5, starting at 11:00 AM for the Veterans Ceremony, Parade, Car Show, and Cook Off.

Councilmember Bryan Moyers announced, “Go Bobcats” beat Southlake.

C. PUBLIC INPUT

Mayor Gierisch read statements submitted for public input.

- Larry William Merchant, Dallas:
  “Please consider this correspondence my approval of the development of the multi-family home develop on 114 behind the Compass Church. It is my thought this will be a win for tax revenue and with a minimal anticipated increase of school-age children will not put a strain on our school system.”

- Tacy Baker, Heimbakers Market & Deli, Roanoke:

"I am writing to you in support of the development John Heilman with BrairPath is proposing. As a business owner and resident of Roanoke, I believe the multi-family plans he has presented to the City to develop on 114 behind the Compass Church would be a widely beneficial development that would bring more residents to Oak Street. I believe his plans are the absolute best use of the undeveloped land. Brairpath has a solid reputation and I know they will ensure to protect the values, vision and mission of Roanoke, Texas."

- Richard Rushton, Cathedral City, California:
  "My name is Rick Rushton. As a local resident and the fact that I know John Heilman I thought it appropriate to voice my resounding approval for the Elizabeth Creek development. I honestly believe that it will greatly benefit Roanoke and it's residents. I also believe the impacts to the city will be only positive. It will provide much needed rental housing that is in very short supply. The future residents will bolster the vitality of the local businesses especially the downtown that could really use their support. The economics of this type of development for the city would strengthen its budget. It seems to me that this project is the best use for this property."

- Todd Whitehurst, Trophy Club, Texas:
  "I'm sending this email in support of the proposed multi-family project on the parcel of land behind Compass Church, on the north side of Hwy. 114 in Roanoke. I believe the property to be conducive for multi-family development and I think it would be an asset to the community, while providing an attractive and needed housing option for that corridor."

- Brittany Blyth, Roanoke, Texas:
  "I am writing to support the development for the multifamily project on 114 behind Compass Church. I have been a resident in downtown Roanoke since 2019 and think this will provide great value to our city!"

- Leilani Steffan, Grapevine, Texas:
  "Good evening. I'm writing as a native Texan and long-time local to the area. I'm also writing as not only a lover of the Roanoke and surrounding area, but also as a mother of a small child and master-degreed citizen who is a proponent for our community.

  I would like to express my support for the multifamily development that is being proposed in Roanoke behind HWY114 and Compass Church for various reasons.

  First and foremost, I came to this area from Grapevine and had the privilege of watching it not only grow but absolutely blossom over the last 5+ years. I did so first as a young professional who enjoyed luxury living and a safe and community-driven environment for restaurants and bars and now as a new mother with a different eye for family and healthy economic growth while maintaining safety. That said, I am proud to be in Roanoke, having come from such a thriving community as Grapevine and pray to see Roanoke continue to flourish. As a believer in family, I support this proposal and believe it will foster a further growing community while maintaining the close-knitness that we all love.

Secondly, this proposal is healthy for our growing community for simple economic reasons. From a supply/demand perspective, there is only upside to increasing residential options in Roanoke right now, particularly with the relatively limited multifamily housing options available. People want to live here and the tightness in the market reflects limited supply for more to do so without proposals like this moving forward. This kind of local investment would also allow for increased tax dollars and general growth as well as keep the funds (and gains) local (vs building-to-sell where outside investors drive up housing by acquiring investment properties to lease out).

Finally, I support this proposal simply for the fact that those wanting to build our community should be allowed to continue to do so, particularly when they have successfully done so with other investments in the past, which have only led to the thriving of both this city economically and the community locally. It's important to maintain our local culture and I believe this group can continue to build our community while staying integrous to our local values and community/family feel."

D. PRESENTATION

1. Mayor Gierisch presented a plaque to Randy Corn in recognition of 21 years of service to the City of Roanoke.

E. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on October 11, 2022.

2. Consider approval of the minutes from the City Council Strategic Planning Workshop meeting held on October 11, 2022.

3. Consider approval of the minutes from the City Council Strategic Planning Workshop meeting held on October 18, 2022.

4. Consider approval of an Interlocal Agreement between the City of Roanoke and Northwest Independent School District for School Resource Officer Services.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Items 1 through 4.

Motion carried unanimously.

F. OLD BUSINESS

1. Motion made by Holly Gray-Moore second by Bryan Moyers to approve, contingent on additional entrance/exit to Hwy 114 and commit to expand the trail system through the property and commit to 6,000 commercial space, Ordinance No. 2022-128, a zoning request from Adam Smith to amend the Comprehensive Zoning Ordinance of the City Of Roanoke, Texas, on approximately 15.036 acres of land situated in the M.E.P. & P.R.R CO. Survey, Abstract Number 943, City Of Roanoke, Denton County, Texas, by changing the zoning from Retail (R) District to Planned Development (PD) District with multi-family uses. The property is generally located on the north side of W Hwy 114, approximately one (1) mile west of Hwy 377 adjacent to the Compass Church property.

Motion carried 6-0-1. Councilmember Hogan Page abstained, due to conflict of interest.

G. NEW BUSINESS

1. Public hearing to consider amending the Comprehensive Zoning Ordinance, by granting a change in zoning from Oak Street Corridor Zoning District – Oak Street Zone to Oak Street Corridor Zoning District – Oak Street Zone – Specific Use Permit (Oak Street Corridor Zoning District – Oak Street Zone – SUP) to allow the sale of alcoholic beverages at Lot 10R, Block 21 of the Original Town of Roanoke Addition, and having a street address of 409 N. Oak Street, Roanoke, Denton County, Texas. (Ordinance No. 2022-129 / SUP 2022-07).

Public hearing started at 7:34 p.m.

Jennifer Carol, manager for Tasting Room Grapevine and Roanoke location, stated they will be opening a wine tasting room, and not a bar at 409 N. Oak Street.

Marrisa Bingham-Dotson, owner, Rockwall, 5th generation farm family, stated they are out of Lubbock and are wanting to bring their wine to the Roanoke area.

Public hearing ended at 7:37 p.m.

2. Motion made by Holly Gray-Moore second by David Thompson to approve Ordinance No. 2022-129 an ordinance of the city of Roanoke, Texas, amending the comprehensive zoning ordinance and as heretofore amended, by granting a change in zoning from Oak Street Corridor - Oak Street to Oak Street Corridor-Oak Street - Specific Use Permit (SUP 2022-07) to allow the sale of alcoholic beverages on block 21 lot 10R in the Old Town Roanoke Addition, an addition to the City of Roanoke, Denton County, Texas, and having a street address of 409 N Oak Street suite #100. The property is generally located on the SW corner of N Oak Street and Denton Street.

Motion carried unanimously.

3. Public hearing to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for an approximately 4.29-acre tract of land in the MEP & PRR Co. Survey, Abstract Number 923, the John Bacon Survey, Abstract Number 1565, and the Richard Eads Survey, Abstract Number 393, City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Office (O) District to Office– Specific Use Permit District (O-SUP) to allow a limited service hotel use. (Ordinance No. 2022-131 / SUP 2022-03)

Public hearing started at 7:38 p.m.

Doug Powell, Roanoke, with McAdams stated he is available for any questions the Mayor and City Council may have.

Public hearing ended at 7:39 p.m.

4. Motion made by Holly Gray-Moore second by David Thompson to approve Specific Use Permit (SUP 2022-03) request from Icon Lodging to consider amending the Comprehensive Zoning Ordinance of the City of Roanoke, Texas, for an approximately 4.29-acre tract of land in the MEP & PRR Co. Survey, Abstract Number 923, the John Bacon Survey, Abstract Number 1565, and the Richard Eads Survey, Abstract Number 393, City of Roanoke, Denton County, Texas, by changing the zoning on said tract of land from Office (O) District to Office– Specific Use Permit District (O-SUP) to allow a limited service hotel use. (Ordinance No. 2022-131)

Motion carried unanimously.

5. Motion made by Holly Gray-Moore second by Hogan Page to approve a site plan (SP 2022-10) request from ICON Lodging for two hotels on lots 1 and 2 Block A of Roanoke Lodging Addition, an addition to the City of Roanoke, Denton County, Texas. The property is generally located on Dallas Drive between Turner Ave and Hwy 114, adjacent to the Cinemark and Church of Christ properties.

Motion carried unanimously.

6. Motion made by David Thompson second by Holly Gray-Moore to approve a site plan (SP 2022-11) from Dino Idoski for townhomes on an approximate 0.96 acre tract of land located in the First United Methodist Church Of Roanoke Blk A Lot 2(E Pt), and having an address of 620 Lois, Roanoke, Denton County, Texas.

Motion carried unanimously.

7. Motion made by Holly Gray-Moore second by Bryan Moyers to approve site plan (SP 2022-12) request from Elborai Group, LLC for lots 4, 5, and 6, Block A of the Morningside Addition, an addition located within the City of Roanoke, Denton County, Texas, to allow the proposed development of single-family residential attached dwellings (townhomes). The property is generally located on the north side of Morningside Drive, across the street from an existing townhome development, approximately .08 of a mile from city hall.

Motion carried unanimously.

8. Motion made by Holly Gray-Moore second by Brian Darby to appoint Angie Grimm, Shannon Davidson, and Robert Crawford to the Roanoke Parks and Recreation Board for a term expiring October 2024

Motion carried unanimously.

9. Motion made by David Thompson second by David Brundage to approve the Art and History Trail Committee Bylaws.

Motion carried unanimously.

H. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

I. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:46 p.m.

Motion carried unanimously.

Carl E. "Scooter" Gierisch, Jr., Mayor

April S. Hill, City Secretary

AGENDA ITEM

TO: City Manager

SUBJECT: Consider approval of a Professional Service Agreement with Peloton Land Solutions

MEETING DATE: November 8, 2022

DEPARTMENT: Public Works

ITEM SUMMARY:
Consider approval of a Professional Service Agreement Between the City of Roanoke and Peloton Land Solutions for the design of the Oak Street electrical project.

INFORMATION:
The professional service agreement between the City of Roanoke and Peloton Land Solutions includes the design of electrical outlets to be installed in the tree wells along Oak Street from Crockett St. to Business 114 (Byron Nelson).

STAFF RECOMMENDATION:
Staff Recommends Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:
The total financial impact of the design is Two Hundred Ninety Nine Thousand Eight Hundred Ninety five Dollars and No/100 Cents ($299,895.00).

ATTACHMENTS:

1. PLS - Public Sector MASTER SERVICE AGREEMENT
2. Proposal_Roanoke_Oak Street Electrical Outlets (10-10-2022)

MASTER SERVICE AGREEMENT
PELOTON LAND SOLUTIONS, INC.

This Master Service Agreement (this **"Agreement"**) is made and entered into on _______________**,** 202__, (**"Effective Date")** by and among Peloton Land Solutions, Inc., a Texas corporation, having its principal office located at 9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177 (**"Consultant"**) and _____________________________, ________ County, Texas, a municipal corporation, with its address at ____ (**"Client"**). (Consultant and Client are also sometimes referred to herein individually as a **"Party"** and collectively as the **"Parties"**).

RECITALS

Consultant is a full-service, multi-disciplinary design firm. Consultant offers in-house planning, civil engineering, survey, hydrology and hydraulics, landscape architecture, and environmental capabilities;

Client is a municipal corporation that, from time to time, contracts for the professional services of engineers, surveyors, landscape architects, and others required to provide Public Works, Development services, and other services for the Client;

Consultant desires to contract as an independent contractor for the performance of work and/or for the provision of services for the Client (collectively **"Services"**);

Consultant and Client anticipate executing a Work Order in the form attached as Exhibit A to this Master Agreement (each, a "Work Order") for purposes of authorizing Consultant to proceed with certain Services;

Consultant and Client wish to enter into this Agreement in contemplation of their mutual agreement with respect to any future Work Orders executed for Consultant's Services; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by any Party upon thirty (30) days prior notice to the other Party; provided, however, that if either Party requests termination of this Agreement, and if Consultant is then performing Services for Client pursuant to a Work Order (as defined below) and Consultant is not in breach of this Agreement, the effective date of such termination with respect to any such Work Order shall be thirty (30) days after completion of the Services provided under such Work Order, unless the Work Order is sooner terminated by a Party for an uncured material breach of that Work Order by one of the Parties; and provided further, that neither Party shall by the termination of this Agreement be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of such termination. If a Party contends the other Party is in breach of this Agreement, the non-breaching Party will give the alleged breaching Party ten (10) calendar days' written notice of the alleged breaches and the opportunity to either diligently begin to cure or cure the alleged breaches.

2. SCOPE OF AGREEMENT.

a. Effective as of the Effective Date, this Agreement supersedes all prior master service agreements between the Parties or their predecessors.

b. At any time and from time to time during the term of this Agreement, when Client desires Services to be performed by Consultant, Client shall give Consultant a request for such Services. The request may be oral or in the form of a work request, purchase order, letter, signed field ticket, memorandum, electronic mail, or other documents (**"Work Request"**). If and when there is written agreement between Client and Consultant, signed by a representative of each, regarding the specific terms of the Work Request (**"Work Order"**), Consultant shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Order and this Agreement. Commencement of the Services by Consultant shall be deemed to be when both parties have signed the Work Order. In the event of any inconsistency between the terms and conditions of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail and shall control. Additional services due to changes in the scope, design, quality, or budget of the subject Work Order/Services (**"Additional Services"**) must be approved on a written Change Order, which Change Order must be approved and executed by Client and Consultant prior to Consultant performing Services related to any such change.

c. Any and all Services performed by Consultant for the Client after the Effective Date of this Agreement shall be performed pursuant to the terms and conditions of this Agreement.

d. Nothing contained herein shall be construed to: (i) obligate Client to order Services from Consultant; nor (ii) obligate Consultant to accept a Work Request from Client.

3. REPRESENTATIONS AND WARRANTIES.

a. Consultant represents and warrants that it is or will be properly licensed or otherwise authorized under all applicable federal, state, and local laws and regulations to perform all the Services under any Work Order to which it may agree. Consultant will perform the Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Consultant represents that it has the right, patent, license, or authority to use and apply any patented, patentable, otherwise protected, or unpatented device, process, formula, information, knowledge, trade secret, apparatus, or method furnished with the Services.

b. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH SERVICES PROVIDED. Subject to the foregoing standard of care, Consultant (or its subconsultants as the case may be) may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

4. SERVICES OF CONSULTANT

a. **Scope**

i. Consultant's services will be detailed in a duly executed Work Order for each specific project. The general format of a Work Order is shown in Exhibit A attached to this Agreement. Each Work Order will indicate the specific services to be performed and deliverables to be provided.

ii. If the Work Order contains Services during the Construction phase of a project ("Construction Services"), Consultant will not at any time supervise, direct, control, or have authority over any contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Further, Consultant will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements or any application, interpretation, or clarification of the construction contract other than those decisions made by Consultant.

iii. If the Work Order requires Consultant to give opinions about construction costs or schedules, any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials, are estimates only and reflect Consultant's experience and judgment as a design professional familiar with the industry. Client acknowledges that Consultant has no control of the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, quantities, or market conditions. Consultant cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. If Client requires Consultant to revise its Design Document to bring costs within any limitation established by the Client, Consultant will be paid for such work as Additional Services.

iv. If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by Consultant and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to Consultant construction documents so as to conform to those of other design disciplines and/or governmental agencies.

v. Consultant shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to Client hereunder in accordance with commonly accepted accounting and engineering industry practices and shall retain such records for a period of three (3) years following completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the Parties. Client and its designated representatives shall have the right at all reasonable times to inspect, copy, and audit the records pertaining to the Services rendered to it hereunder and/or the accuracy of any invoice or payment; provided, however, that Consultant shall have the right to exclude any trade secrets, formulas or processes from such inspection.

5. CLIENT'S RESPONSIBILITIES

a. **General**

i. Client shall have the responsibilities set forth herein and in each Work Order.

ii. Client shall compensate Consultant as set forth in each Work Order.

iii. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

iv. Client shall provide Consultant with any necessary access to the project site.

6. PRICE. In consideration of Consultant's satisfactory performance of the Services performed under a Work Request, the Client agrees to pay Consultant, as full and complete compensation for the performance of such Services, the price agreed upon in the Work Order, or such other price as may be agreed upon in writing by any Client and Consultant (**"Price"**).

7. BILLING AND PAYMENT; RECORD KEEPING.

a. Consultant will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If Client fails to make any payment due Consultant for Services and Direct Expenses (as defined herein) within 30 days after the invoice's date, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

b. Consultant's invoice may include direct expenses ("Direct Expenses"), which include but are not limited to, standard mileage rates, material and printing incurred on or directly for the Services, will be invoiced on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by Consultant. For technical or professional services subcontracted to Consultant, if included in the Work Order and invoiced through this Agreement, will be reimbursed at cost plus ten percent (10%).

c. Consultant's invoices shall identify all items related to the charges and shall provide appropriate documentation supporting the charges. All invoices shall be directed to the Client at the address under Section 17, unless changed by the Client in writing.

d. Other than the terms contained herein, the Client agrees that the payment to Consultant is not subject to any contingency or condition.

e. If Client has a good-faith objection to an invoice, it must advise Consultant of each objection in writing within 14 days of Client's receipt of the invoice, or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice. The parties will use best efforts to immediately resolve any amounts withheld due to a good faith dispute. If the dispute is not resolved in thirty (30) days from Client's notice of the disputed payment, as soon as practical, the parties will enter into mediation, with each Party paying its one-half of the mediation and mediator costs.

f. In the event of termination prior to completion of the Services under a Work Request, the Client shall pay Consultant for Services satisfactorily performed up to the effective date of termination (either at the Price agreed in the Work Request or, if the Price is a lump sum, an amount proportionately based upon the Price for Services satisfactorily completed) except to the extent any amounts owed are being contested in good faith by the Client, but such amounts are due immediately once Consultant evidences its right to payment of contested amounts, or for which the Client is not otherwise obligated to pay under the terms hereof, and the Client shall be relieved of any liability to Consultant for any Services performed after the effective date of such termination.

g. If Consultant initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at Consultant's standard hourly billing rates.

8. INDEPENDENT CONTRACTOR.

a. It is understood and agreed that Consultant is an independent contractor in the performance of each and every part of this Agreement, and that Consultant's employees shall be subject to Consultant's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Client. Client shall have the right generally to oversee and inspect the performance of the Services of Consultant to ensure the satisfactory completion thereof, it being understood and agreed that Client is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Agreement, as Client is interested in and looking only to the end result to be accomplished. Consultant shall be solely liable for all labor, material, and other expenses in connection with Services performed by Consultant pursuant to this Agreement.

b. It is expressly agreed that neither Consultant nor any of Consultant's employees shall be entitled to any Client benefits normally extended by either a Client to its own employees and that the Price is the total consideration payable hereunder. Consultant understands and agrees that it and its employees shall in no way participate nor have any interest in any employee benefit plans or programs maintained by any Client, including without limitation, Medical Plan, Life Insurance Plan, or any other benefit plan or program that may be in effect at any time during the period covered by this Agreement or thereafter.

c. Consultant shall not be deemed by the terms of this Agreement or the use of any title to occupy the status of an employee, agent or representative of any Client or to have authority to represent to bind any Client or its parent, subsidiaries, or affiliates.

9. OWNERSHIP OF DOCUMENTS. All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by Consultant are exclusive to the Services described in this Agreement, are instruments of service for each project and may be used only if the Client has satisfied all of its obligations under this Agreement. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the particular project by Client. Consultant grants Client a limited license to use the design documents on the applicable project, subject to receipt by Consultant of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) CLIENT SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS

OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DESIGN DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY CONSULTANT; and (4) such limited license to Client shall not create any rights in third parties.

10. INSURANCE.

a. Except as otherwise provided herein, Consultant shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance or Client approved self-insurance as set forth in **Exhibit C**. Any changes to the insurance requirements may be set forth in a Work Order, and in that case, the Work Order will prevail over conflicting terms herein.

b. All insurance policies of Consultant related to the Services shall, to the extent of the risks and liabilities assumed by Consultant in this Agreement, (i) provide a minimum of thirty (30) days' notice to Client prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name Client as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to Client, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of Client. The cost for any and all deductibles in Consultant's insurance from the insurer shall be solely for the account of Consultant.

c. Consultant shall furnish Client with Certificates of Insurance evidencing the insurance required herein. In the event that Consultant fails to provide Client with such certificates, Client has the right, but not the obligation, after five (5) days written notice to Consultant, to obtain insurance on behalf of Consultant, and to charge the cost to Consultant.

11. LIMITS/WAIVER DAMAGES.

a. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for exemplary or punitive damages.

b. To the fullest extent permitted by law, Client and Consultant:

   i. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages including loss of use, profit or revenue, arising out of, resulting from, or in any way related to the Services or the applicable project, and

   ii. Agree that Consultant's total liability to Client under this Agreement will be limited to the total amount of compensation received by Consultant under this Agreement.

12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. When Client's representative designates, in writing, information as confidential information, Consultant agrees not to disclose such Confidential Information. This non-disclosure obligation does not apply to (a) information which is or becomes, through no fault of Consultant, public knowledge, or (b) Information that is or becomes available to Consultant without obligation of confidence from sources having the legal right to disclose the Information, the sources being other than Client, or (c) information that is already in Consultant's possession without secrecy, confidentiality or non-use obligation and was not received in anticipation of this Agreement. In the event Consultant is required by any subpoena or legally recognized order to disclose any of the Confidential Information, notice shall be made as soon as possible by overnight mail or email to Client. Client expressly reserve the right to interpose all objections it may have to disclosure of its Confidential Information.

13. LIENS. Consultant agrees to pay all just claims for labor and/or materials furnished to Consultant in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of Client; provided, however, that Consultant shall not be prevented from claiming, filing, or enforcing any bond rights when the rights thereto arise from a Client's failure to pay monies owed to Consultant. Except as provided in the preceding sentence, Consultant agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Client from and against any and all such claims and liens (including, without limitation, any legal or other fees incurred by the Client to have such claims and liens removed or satisfied, including investigation thereof).

14. TAXES AND CLAIMS.

a. Notwithstanding anything herein to the contrary, Consultant shall be responsible for and pay all taxes and duties levied or assessed on Consultant by any governmental authority in connection with or incident to the performance of this Agreement including, without limitation:

   i. All income, gross receipts, profits, gains, franchise, transportation and property taxes; and stamp duties, licenses, permits, sales, use, excise, consumption, entry or similar taxes; and any fines, penalties, interest or other fees assessed in connection therewith; and

   ii. All employment taxes and contributions imposed by law or trade union contractors or regulations with respect to or measured by the compensation (wages, salaries or other) paid to employees of Consultant, including without limitation, fringe benefits tax, taxes and contribution for unemployment compensation insurance, social security, medical and health insurance, welfare funds, pension and annuities and disability insurance.

15. GOVERNING LAW; VENUE; ATTORNEY FEES. The laws of the State of Texas (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall, except as otherwise provided, govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in the county in which the project is located. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.

16. FORCE MAJEURE. If either Party is rendered unable, in whole or in part, by reason of Force Majeure (as defined below) to carry out its obligations hereunder, other than the obligation to pay money, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars, and the obligations of the Parties, insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes. The term **"Force Majeure"** shall mean any cause which is not due to the negligence and not reasonably within the control of the Party claiming Force Majeure after the exercise of due diligence.

17. NOTICES. All notices required or permitted to be given hereunder shall be in writing. Notices shall be given in person, or sent by courier, mail or email to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

CONSULTANT:	**CLIENT:**
Peloton Land Solutions, Inc.	______________________________
9800 Hillwood Parkway, Suite 250	______________________________
Fort Worth, Texas 76117	______________________________
Attn: ________________________	**Attn:** ________________________
Telephone:____________________	**Telephone:**____________________
Email:________________________	**Email:**________________________
	Emergency Phone:______________

18. MISCELLANEOUS.

a. Entirety. This Agreement consists of this document and its attached Exhibits and Addendums, if any, which are hereby incorporated herein. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement. This Agreement supersedes any prior Master Service Agreements entered into between the Parties, although the Parties shall still be responsible under any such prior Master Service Agreements for any claims that have arisen under such Agreements from circumstances or events that occurred prior to the date hereof.

b. Amendments. No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

c. Interpretation. The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement.

d. Conflicts. In the event of a conflict between the terms and conditions of this document and the Exhibits, or Addendums, if any, which form a part of this Agreement, this document shall prevail unless the change relates to an insurance obligation or express reference is made in such Exhibit or Addendum to amending specific provisions of this document and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client. In the event of a conflict between the terms and conditions of this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

e. Assignment. Neither Party shall assign this Agreement, nor subcontract the whole or any part of the Services to be performed hereunder, without the non-assigning Party's prior written consent. Consent to any such assignment or subcontract shall not relieve the assigning Party, or its surety if there be a surety, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit, decrease, or increase any of the rights or obligations of the non-assigning Party hereunder. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Consultant to any Client contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and not for the benefit of any other party.

f. Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument. Further, a waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other defaults (whether past or future) of a like or of a different character.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

h. Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the limitation of liability, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

i. Authority of Executing Parties. Each of the persons executing this Agreement represents and warrants that they have full right and authority to execute this instrument on behalf of Client or Consultant, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.

j. Partial Invalidity. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

INTENDING TO BE LEGALLY BOUND, the Parties, or their duly authorized representatives, have executed this Agreement in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the date first written above, but effective as of the Effective Date.

CONSULTANT:	**CLIENT:**
Peloton Land Solutions, Inc.	______________________________
Tax ID No. 27-1645426	
By: ______________________	**By:** ______________________
Name: ______________________	**Name:** ______________________
Title: ______________________	**Title:** ______________________

EXHIBIT A

WORK ORDER

Describing a Work Order between Peloton Land Solutions, Inc ("Consultant") and _________________________, Texas ("Client"), in accordance with the terms of the Master Service Agreement for Ongoing Professional Services dated____________________, which is incorporated herein by reference.

Client Project #: ___________________
Peloton Project #: _________________

THIS IS A WORK ORDER effective as of _____________ ("Effective Date")

Between____________________________________("Client") and Peloton Land Solutions, Inc. ("Consultant").

Project Name, Phase, Address, etc. ("Project"):____

Work under this Agreement is generally identified as follows:

[describe or "See attached Exhibit 'B'" with attachment]

Basis of Payment— Lump Sum & Hourly Plus Direct Expenses

In accordance with the terms of this Agreement, Client will compensate Peloton as follows ("Compensation"):

[dollar amount and/or "See attached Exhibit 'B'" with attachment]

Lump Sum Services: The Compensation amount billed monthly for Lump Sum Services will be based upon Peloton's estimate of the percentage of the Services actually completed during the billing period

Hourly Services: The portion of the Compensation amount billed monthly for Hourly Services will be based upon an amount equal to the cumulative hours charged to the Project by each class of Peloton's employees times standard hourly rates for each applicable billing class.

Direct Expenses: Direct Expenses and Peloton's consultants' charges, if any, will be billed on a monthly basis.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client		Peloton Land Solutions, Inc.	
BY	Title	BY	Title
Template for Exhibit A – Not for Signature			
Signature	Date	Signature	Date

EXHIBIT B

SCOPE/FEE

Appendix 1

TX Rate Schedule (2022)

Classification	Bill Rate Per Hour (Not Including OT)
Project Principal	$230 - 380
Sr. Project Manager	$200 - 260
Project Manager	$155 - 220
Sr. Civil Engineer	$160 - 235
Civil Engineer	$120 – 190
Sr. Civil Designer	$130 - 220
Civil Designer	$95 - 155
Engineer-In-Training	$95 - 145
Engineering Intern	$55 - 75
Sr. Planner	$125 - 200
Planner	$75 - 125
Planning Intern	$50 - 60
CADD Technician	$50 - 115
Sr. Survey RPLS	$160 - 260
Survey RPLS	$125 - 160
Sr. Survey Technician	$105 - 150
Survey Technician	$50 - 105
Party Chief	$80 - 145
Instrument Man	$50 - 100
Remote UAV Pilot	$150 - 200
Construction Administrator	$100 - 160
Sr. Environmental Scientist	$130 - 190
Environmental Scientist	$75 - 130
Certified Arborist	$150 - 170
Sr. GIS Specialist	$150 - 225
GIS Specialist	$120 - 190
Landscape Architect	$100 - 160
Project Accountant	$90 - 140
Administrative Assistant	$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

EXHIBIT C

Minimum Insurance Requirements
To Be Maintained by Consultant

Consultant agrees to maintain the following insurance:

Worker's Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance including insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable. The limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than $1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this Agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurance shall not be less than $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than $1,000,000.

Professional Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, with aggregate limit reinstated annually. The Professional Liability Insurance policy shall be written on a claims-made basis with retroactive coverage. Consultant will maintain this policy for a period of two (2) years after the completion of the Services at issue or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. If a combined single limited is provided, total coverage shall not be less than $1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than $2,000,000 for contractors who perform work solely on land based onshore, non-maritime locations.

The above insurance shall include a requirement that the insurer provide the other Party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.

1318316-v3/14543-001000

PELOTON
LAND SOLUTIONS

CORPORATE OFFICE
9800 Hillwood Pkwy.
Suite 250
Fort Worth, Texas, 76177
817.562.3350
TBPLS 10177700

October 10, 2022

Mr. Shawn Wilkinson
Director of Public Works
City of Roanoke
265 Marshall Creek
Roanoke, TX 76262

RE: Oak Street – Crockett Street to Business 114 - Electrical Receptacle Design

Dear Mr. Wilkinson

Peloton Land Solutions (PLS) is pleased to present this proposal for the Oak Street Electrical Receptacle Design Project. The following is included in this proposal:

- Scope of Work (Attachment A)
- Basis of Compensation (Attachment B)
- Manpower Fee Sheet (Attachment C)
- Oak Street Project Limits Exhibit (Attachment D)
- Rate Schedule (Attachment E)
- Rios Group – SUE (Attachment F1)
- BHB – Electrical Design (Attachment F2)

The project includes survey, civil design, electrical design, and sub-surface utility engineering services in the proposal. Peloton is looking forward to working with the City of Roanoke on this project. If you have any questions, please feel free to contact me at brian.haynes@pelotonland.com or (817) 692-8419.

Sincerely,
Peloton Land Solutions

Brian Haynes, P.E., CFM
Vice President

Attachments

Attachment ‘A’

Oak Street - Crockett Street to Business 114
Electrical Receptacle Design

Scope of Work

The professional services to be performed by Peloton Land Solutions, Inc. (Peloton) for the City of Roanoke’s (City) Oak Street Electrical Receptacle Design Project (Project) survey, civil design, electrical design, and sub-surface utility engineering (SUE), bidding, and construction administration.

Peloton is providing design services for electrical receptacles from Crockett Street to Business 114 (Byron Nelson Blvd) for an approximately distance of 3,400 linear feet. See Attachment ‘D’ for project limits map. Peloton has performed an initial site visit with site staff to review and photograph the existing conditions. The city has requested the addition of electrical receptacles at each tree well along Oak Street (both side of road) from Crockett Street to Business 114. Electrical receptacles will also be added in landscaped areas along Oak Street.

We anticipate approximately 164 total new 120V single phase GFCI duplex electrical receptacle locations and electrical infrastructure upgrades of 2 existing 120/240V metered pedestals, and the addition of approximately 1 to 2 other 120/240V metered pedestals to serve the new receptacles. New underground conduit with conductors and traffic rated ground boxes will be required to support the new receptacles. It is anticipated that the construction will require bores to reduce the impact to existing hardscape and landscape.

Baird, Hampton & Brown (BHB) will be a sub-consultant to Peloton to perform the electrical design for this project. The Rios Group will be a sub-consultant to Peloton to perform the sub-surface utility engineering.

See project assumptions below.

Assumptions

1. Construction will be bid in a single phase.
2. All work will be performed within the existing public right-of-way and easements.
3. The City will provide construction inspection.
4. Project design will be limited to the project limits shown in Attachment ‘D’.
5. Peloton will provide the electrical franchise utility (Oncor) the 60% and 100% construction plans. The franchise utility will be responsible for preparing construction plans for any utility relocations or services to the electrical controllers.
6. Peloton will perform Tasks 1.0 through 3.0, submit the feasibility study to the city, and wait for approval from the city to proceed with Tasks 4.0 through 8.0.
7. The feasibility study includes an opinion of probable construction cost (OPCC), including a feasibility narrative and sketches as necessary to convey intent.
8. Peloton will not move until the other scope of work items (survey, sub-surface utility engineering, and design) until city has reviewed and approved the feasibility study.

Refer to the following pages for a detailed scope of work.

Proposed Services

1.0 Project Management

Work on this task order is expected to commence in November 2022. The estimated total project design schedule is ten (10) months and includes the following:

Feasibility Study	2 Months
Field Services (Survey & SUE)	2 Months
Preliminary Design (60% Design)	2 Months
Final Design (100% Design)	2 Months
Bidding	2 Months
	10 Months

We are assuming no right-of-way acquisition or franchise utility relocations in the project schedule.

1.1 Project Meetings

Peloton will orchestrate and attend project meetings as directed by the City to ensure the design team is coordinated and up-to-date. These meetings will include:

- Project kick-off meeting with the City
- In-person meetings (2 estimated) with the City, at or after milestone (60% & 100%) submittals
- Conference calls (6 estimated) with City staff to the design, coordination, bidding, and other elements of the project (monthly)

1.2 Project Team Management

Peloton will lead, manage, and direct design team members and activities to ensure quality, timeliness, and performance. This management will include:

- Orchestrating and hosting internal team meetings
- Communication and reporting
- Meeting agendas and minutes
- Monthly invoicing & progress reports to the City
- Programmed QA/QC review
- Sub-consultant coordination and oversight
- Project schedule preparation and updates

2.0 Data Collection

2.1 Research and Data Collection

Peloton will perform research and collect data for the project, with services to include:

- Perform a site visit to review areas not investigated in the initial site visit.
- Obtain and review City standard drawings, specifications, and design guides.

- Research and obtain property owner information (plats and right-of-way documents) from the Denton Central Appraisal District (DCAD) and real property records of Denton County. Please note this is not a title research or title commitments.

3.0 Feasibility Study

Peloton will perform the following tasks with the feasibility study:

3.1 Opinion of Probable Construction Cost (OPCC)

- Prepare a detailed cost estimate for the described project.

3.2 Study Report

- Prepare a brief study report that includes the narrative, sketches (necessary to describe the intent of the design), and OPCC.

4.0 Survey and Investigations

Upon completion and approval of the feasibility study Peloton will begin the survey and investigations. Peloton will perform a design survey and sub-surface utility engineering (SUE) investigation.

4.1 Design Survey

Peloton will perform a detailed design survey in the project limits to carry out the design of this project. The survey includes Oak Street from Crockett Street to Business 114 and the side streets adjacent to Oak Street up to the alleys. The survey will consist of topography, surface features, and existing monumentation within the project limits as previously described. It is assumed that all surveying will take place in public easements and/or right-of way.

4.2 Establish Existing Right-of-Way

Peloton will research record documents (easements and plats) and field locate available on-ground property monumentation along the project corridor. This information will be used to determine the limits of the existing right-of-way. This research and surveying will include:

- Confirmation of locations and existing monumentation and property line/corner identifiers (iron rods, caps, corner witnesses, stakes, fencing, etc.) with field measurements.
- Vertical datum will be tied to city monuments. Monument details will be in the plan control sheet.
- Determination of locations and ownerships of existing public rights-of-way and easements (research current public record to determine ownership of impacted lands and those easements discovered during the research). If any takings or easements are determined during the design, a title search will be performed by the right-of-way acquisition sub-consultant and the information provided to Peloton for use.

4.3 Subsurface Utility Engineering (SUE)

Peloton has engaged a subconsultant to provide subservice utility engineering services. The detailed scope of work for the subsurface utility engineering (SUE) services is included in the subconsultant's proposal located in Attachment 'F1'. Services will generally include:

- QL-B through QL-D subsurface investigation for project area
- Map and CAD file of found utilities provided in the attached proposal from the SUE sub-consultant.

5.0 Preliminary Design Plans (60% Design)

Upon completion and approval of the feasibility study and the design survey, Peloton will proceed with the 60% Design. Peloton will finish the 60% Design contingent on receiving the sub-surface utility engineering (SUE) investigation.

5.1 Preliminary Design

The preliminary design will include the following plans sheets:

- Cover Sheet
- Index of Sheets
- General Notes
- Survey Control Sheet (includes city benchmarks and control)
- Traffic Control
- Electrical Layout (Plan View)
- Standard Details and Project Details

An updated opinion of probably construct cost (OPCC) will be prepared for the 60% plans.

6.0 Final Design Plans (100% Design)

Upon completion and receipt of comments on the 60% plans, Peloton will proceed with the 100% Design.

6.1 Final Design (100% Plans)

The 100% plans will reflect the following:

- Cover Sheet
- Index of Sheets
- General Notes
- Survey Control Sheet (includes city benchmarks and control)
- Traffic Control
- Electrical Layout (Plan View)
- Standard Details and Project Details

An updated opinion of probably construct cost (OPCC) will be prepared for the 100% plans.

6.2 Final Construction Contract Documents

Peloton will prepare the final construction contract documents for bidding. The bidding documents will include the following items or tasks:

- Final preparation of construction contract documents and specifications
- Final quantities
- Coordinate with city on final contract document information (dates, special conditions, contract time, etc.)
- Print two (2) set of contract documents for signature by the city.

7.0 Bidding Services

Peloton will assist the city with the following tasks during the bidding process:

- Pre-Bid Meeting
- Answer Contractor\Vendor RFI's
- Bid Opening
- Compute Bid Tabulations

8.0 Construction Services

Peloton will assist the city during construction administration. Construction is anticipated to be up to eight (8) months. City will provide construction inspection.

8.1 Construction Administration

The construction administration has the following scope of work:

- Answer contractor RFI's
- Site visits (assumed 8 site visits)
- Review contractor monthly pay applications
- Final Walk Thru
- Punch List
- Record drawings based on redlines from contractor and city. Record drawings will be provided in PDF format.

Additional Services

The following tasks would be considered Additional Services and are not included in the Scope of Work. Peloton can provide these services in a separate work order or contract.

- Right-of-way acquisition services
- Easement abandonment documents
- Structural Design
- Construction inspection
- Construction staking and as-built surveying
- Local, State, and Federal Permitting
- Landscape designs or improvements, other than revegetation of disturbed areas
- Title research or title commitments (except for the title commitments the right-of-way acquisition sub-consultant has in their scope of work)
- Pass-through costs for right-of-way acquisition will be paid for by the City. Pass through costs may include payment to property owner, landowner incidental costs, mover estimates, interpreter fees, and relocation costs.

Attachment 'B'

Compensation and Fees

Compensation

For all services included in Exhibit A: Scope of Work, Peloton shall be compensated a maximum amount as summarized in the following table. Tasks 1.0 through 8.0 shall be billed as **lump sum** amounts. For any hourly services, a range of hourly rates is in Attachment 'E'. Hourly rates are salary x 3.5 multiplier. A 1.1 multiplier is applied to sub-consultant fees and reimbursable expenses. Unless stated otherwise, reimbursements are included in the lump sum fee. This maximum fee shall be considered full compensation for all labor, materials, supplies, travel expenses, equipment, reimbursables, and sub-consultant fees necessary to deliver the services described in herein. The fees shall not be exceeded without prior authorization from the City. If additional services are required beyond this Scope of Work, compensation shall be per corresponding contract addenda.

Fee Summary		
Task	**Fee**	
1.0 Project Management	$	10,090.00
2.0 Data Collection	$	1,840.00
3.0 Feasibility Study	$	15,770.00
4.0 Survey and Investigations	$	130,395.00
5.0 Preliminary Design (60% Design)	$	61,100.00
6.0 Final Design (100% Design)	$	45,520.00
7.0 Bidding Services	$	8,190.00
8.0 Construction Services	$	26,990.00
Subtotal (Lump Sum)	**$**	**299,895.00**
Total (Hourly)	**$**	**-**
Reimbursable Expenses[1]	**$**	**-**
Total Fee	**$**	**299,895.00**

Notes:
1. Reimbursable expenses are included in the lump sum and hourly totals and will not be billed separately.

PELOTON LAND SOLUTIONS

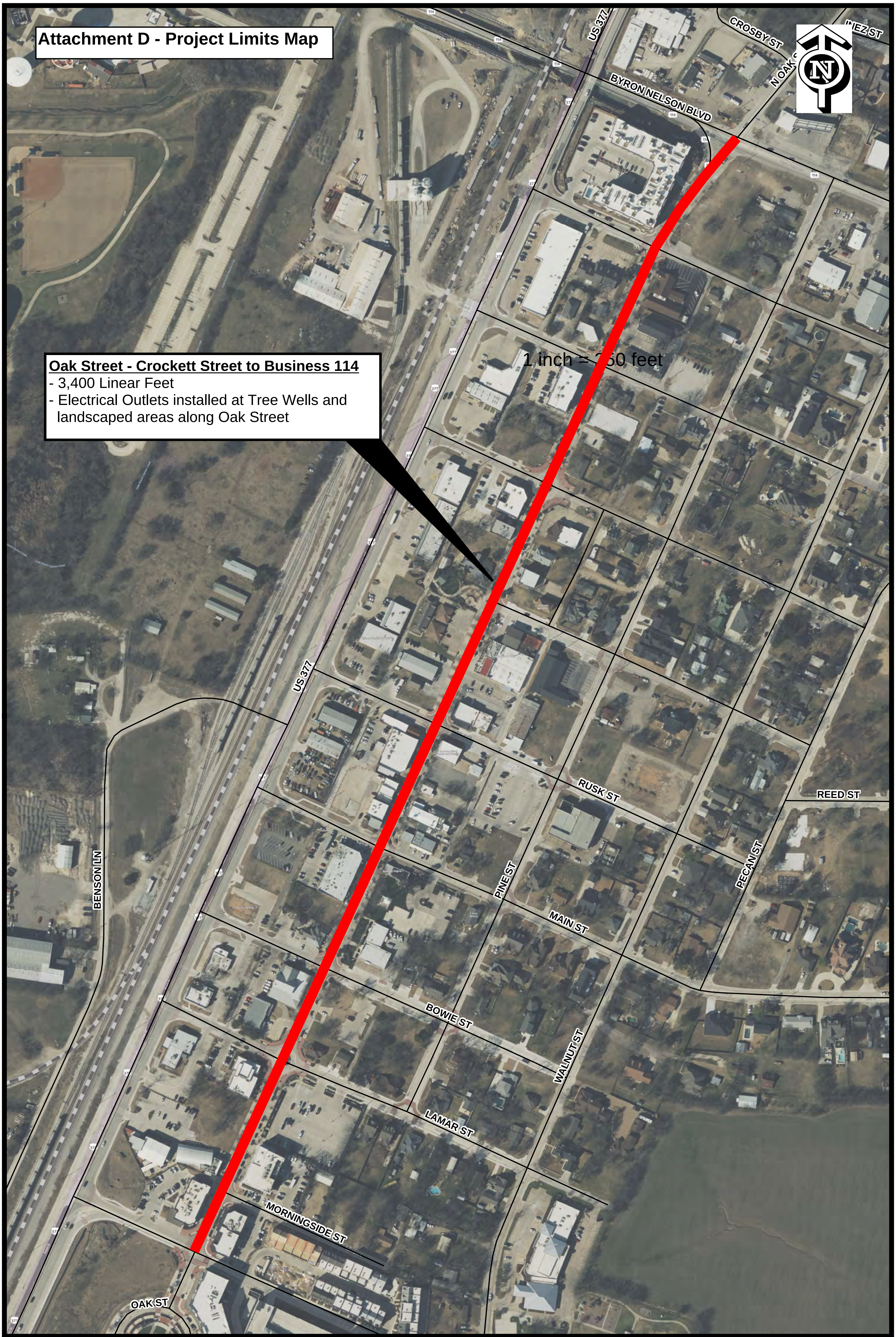
Project Oak Street Electrical Receptacles
Client City of Roanoke
Date 10/10/2022

Tasks	Project Principal	Sr. Project Manager	Professional Engineer	EIT	Sr. Env. Scientist	Env. Scientist II	Sr. Survey RPLS	Survey Technician	Survey 2-Man Crew	Admin	Total Hours	Labor Cost	Direct Cost	Sub Cost x 1.1	Total ($)
Hourly Rate ($)	**$280**	**$240**	**$150**	**$135**	**$200**	**$100**	**$235**	**$90**	**$200**	**$90**					
1.0 Project Management															
1.1 Project Meetings	8		12	4							24	$4,580.00	$100.00		$4,680.00
1.2 Project Team Management (8 Months)	8		16							8	32	$5,360.00	$50.00		$5,410.00
Sub-Total	**16**	**0**	**28**	**4**	**0**	**0**	**0**	**0**	**0**	**8**	**56**	**$9,940.00**	**$150.00**	**$0.00**	**$10,090.00**
2.0 Data Collection															
2.1 Research and Data Collection			2					16			18	$1,740.00	$100.00		$1,840.00
Sub-Total	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**18**	**$1,740.00**	**$100.00**	**$0.00**	**$1,840.00**
3.0 Feasibility Study															
3.1 Opinion of Probable Construction Cost (OPCC)	1		4	12							17	$2,500.00	$50.00	$5,500.00	$8,050.00
3.2 Study Report	2		2	8						2	14	$2,120.00	$100.00	$5,500.00	$7,720.00
Sub-Total	**3**	**0**	**6**	**20**	**0**	**0**	**0**	**0**	**0**	**2**	**31**	**$4,620.00**	**$150.00**	**$11,000.00**	**$15,770.00**
4.0 Survey and Investigations															
4.1 Design Survey	1		4	8			8	24	124	4	173	$31,160.00	$100.00		$31,260.00
4.2 Establish Existing R.O.W.	1		4	8			16	48	24	4	105	$15,200.00	$200.00		$15,400.00
4.3 Sub-Surface Utility Engineering (SUE)	1		4	8							13	$1,960.00	$100.00	$81,675.00	$83,735.00
Sub-Total	**3**	**0**	**12**	**24**	**0**	**0**	**24**	**72**	**148**	**8**	**291**	**$48,320.00**	**$400.00**	**$81,675.00**	**$130,395.00**
5.0 Preliminary Design (60% Design)															
5.1 Preliminary Design (60%)	4	32	8	60							104	$18,100.00	$100.00	$42,900.00	$61,100.00
Sub-Total	**4**	**32**	**8**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**104**	**$18,100.00**	**$100.00**	**$42,900.00**	**$61,100.00**
6.0 Final Design (100% Design)															
6.1 Final Design (100%)	2	8	24	40							74	$11,480.00	$100.00	$28,600.00	$40,180.00
6.2 Final Construction Contract Documents	2	4	8	16						4	34	$5,240.00	$100.00		$5,340.00
Sub-Total	**4**	**12**	**32**	**56**	**0**	**0**	**0**	**0**	**0**	**4**	**108**	**$16,720.00**	**$200.00**	**$28,600.00**	**$45,520.00**
7.0 Bidding Services															
7.1 Bidding Assistance	2	8	16	20						4	50	$7,940.00	$250.00		$8,190.00
Sub-Total	**2**	**8**	**16**	**20**	**0**	**0**	**0**	**0**	**0**	**4**	**50**	**$7,940.00**	**$250.00**	**$0.00**	**$8,190.00**

Tasks	Project Principal	Sr. Project Manager	Professional Engineer	EIT	Sr. Env. Scientist	Env. Scientist II	Sr. Survey RPLS	Survey Technician	Survey 2-Man Crew	Admin					
Hourly Rate ($)	**$280**	**$240**	**$150**	**$135**	**$200**	**$100**	**$235**	**$90**	**$200**	**$90**	**Total Hours**	**Labor Cost**	**Direct Cost**	**Sub Cost x 1.1**	**Total ($)**
8.0 Construction Services															
8.1 Construction Adminstration	8	16	32	64						8	128	$20,240.00	$150.00	$6,600.00	$26,990.00
Sub-Total	**8**	**16**	**32**	**64**	**0**	**0**	**0**	**0**	**0**	**8**	**128**	**$20,240.00**	**$150.00**	**$6,600.00**	**$26,990.00**
Totals	**40**	**68**	**136**	**248**	**0**	**0**	**24**	**88**	**148**	**34**	**786**	**$127,620.00**	**$1,500.00**	**$170,775.00**	**$299,895.00**
Percentage of Total Hours	5.1%	8.7%	17.3%	31.6%	0.0%	0.0%	3.1%	11.2%	18.8%	4.3%	100.0%				

Total Fee (Lump Sump)	**$299,895.00**
Total Fee (Hourly)	**$0.00**
Reimbursables (Estimated)	**$0.00**
Total Fee	**$299,895.00**

Attachment D - Project Limits Map



PELOTON LAND SOLUTIONS

Oak Street - Crockett St to Bus114
Electrical Receptacle Design
Roanoke, TX
October 2022

0 125 250 Feet
1 inch = 250 feet

Attachment E

TX Rate Schedule (2022)

Classification	Bill Rate Per Hour (Not Including OT)
Project Principal	$230 - 380
Sr. Project Manager	$200 - 260
Project Manager	$155 - 220
Sr. Civil Engineer	$160 - 235
Civil Engineer	$120 - 190
Civil Designer	$95 - 155
Engineer-In-Training	$95 - 145
Engineering Intern	$55 - 75
Sr. Planner	$125 - 200
Planner	$75 - 125
Planning Intern	$50 - 60
CADD Technician	$50 - 115
Sr. Survey RPLS	$160 - 260
Survey RPLS	$125 - 160
Sr. Survey Technician	$105 - 150
Survey Technician	$50 - 105
Party Chief	$80 - 145
Instrument Man	$50 - 100
Remote UAV Pilot	$150 - 200
Construction Administrator	$100 - 160
Sr. Environmental Scientist	$130 - 190
Environmental Scientist	$75 - 130
Certified Arborist	$150 - 170
Sr. GIS Specialist	$150 - 225
GIS Specialist	$120 - 190
Landscape Architect	$100 - 160
Project Accountant	$90 - 140
Administrative Assistant	$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis but will generally be two (2) times the rates shown above.

THE RIOS GROUP
7400 Sand Street | Fort Worth, Texas 76118
817.345.7500 p | 817.345.7505 f

October 4,2022

Brian Haynes, P.E,CFM
Peloton Land Solutions
9800 Hillwood Parkway, Suite #250
Fort Worth, TX 76177

RE: Subsurface Utility Engineering
Oak Street from Crockett St to Business 114 - UTL22-712

Dear Mr. Haynes:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project. This proposal is based on information contained in your email dated September 29, 2022.

Introduction

TRG will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "**designating**" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "**locating**", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

It is the responsibility of the SUE provider to perform due-diligence with regard to records research (QL "D") and acquisition of available utility records. The due-diligence provided for this project will consist of visually inspecting the work area for evidence of utilities and reviewing the available utility record information. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. TRG personnel will scan the defined work area using electronic prospecting equipment to search for "unknown" utilities. However, TRG is not responsible for designating and locating these "unknown" utilities.

<u>Scope of Work</u>

Based on information provided by Peloton Land Solutions, TRG has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with Peloton Land Solutions' concurrence, during the performance of the SUE fieldwork if warranted by actual field findings.

The scope of this proposal includes Quality Level "A" and "B" SUE. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer. Designating will be performed within the following limits:

- <u>Oak Street:</u> Perform Level B designating in area outlined in red of project scope limits as shown in Exhibit A.

Any necessary Right-of-Entry (ROE) permits, including railroad ROE, will be provided by Peloton Land Solutions prior to the start of TRG field work.

<u>Designating Procedures</u>

Prior to beginning field designating activities, TRG's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). TRG will establish routine/ordinary traffic control (cones and free standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra.

Accurate collection and recording of designated utilities is a critical component of the SUE process. TRG utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. TRG's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two different water lines exist on the project, one will be labeled W1 and the other W2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. The locations will be numbered sequentially for each individual utility line. For example, if there are 10 shots required on water line W1, the points will be numbered W1-1 through W1-10.

<u>Locating Procedures</u>

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. **Due to the risk of damage, TRG will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the owner in advance.** Once each utility is located, TRG will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

We have assumed that all test holes will be in non-paved areas and are accessible to truck-mounted equipment, and that routine traffic control (cones and free standing signage, etc.) will be required during the performance of the QL "A" SUE work.

Deliverables

TRG will produce a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities. The size of each utility will be presented in the utility file if this information is indicated on available record drawings. Peloton Land Solutions will provide TRG with base map/topographic files for use in preparing the utility file.

Schedule

Field work can commence within approximately 2 weeks after receipt of NTP. TRG estimates that the work can be completed in approximately 8 weeks, broken down as follows:

- QL "B" SUE Field Work – 20 days
- Survey of QL "B" Field Work – 10 day
- Deliverable Preparation – 10 days

Proposed Fees

TRG proposes to provide the services as described above for a cost of **Seventy-Four Thousand Two Hundred and Fifty Dollars & 00/100 ($74,250.00)**. A breakdown of cost is included as "Table 1" for this proposal.

Please note that this estimate is based on an assumption of quantities. TRG will only invoice for quantities actually performed. This is a not-to-exceed amount. If it appears that quantities will be exceeded, TRG will notify Peloton Land Solutions and request authorization to submit a supplemental agreement to increase the fee prior to proceeding with additional work.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,

The Rios Group, Inc.

Eric Webb

Eric Webb, P.E.
Dallas Branch Manager

Estimate for Subsurface Utility Engineering

Oak Street from Crockett St to Business 114

Table 1

Direct Expenses	Rate	Units	Unit Description	Sub-Total	Notes
Record Collection	$ 3,000.00	1	LS	$ 3,000.00	
Traffic Control	$ 1,900.00	4	DAY	$ 7,600.00	
Survey	$ 1,950.00	7	DAY	$ 13,650.00	
Sub-Total					$ 24,250.00

QL "B","C&D"	Rate	Units	Unit Description	Sub-total	
QL "B" Daily	$ 2,500.00	20	DAY	$ 50,000.00	
Sub-Total					$ 50,000.00

SUE QL "A" (Test Holes)					
Depth	Rate	Assumed Quantity	Unit Description	Sub-total	
0-4 ft.	$ 950.00	0	EA	$ -	
4-8 ft.	$ 1,250.00	0	EA	$ -	
8-12 ft.	$ 1,550.00	0	EA	$ -	
12-18 ft.	$ 2,300.00	0	EA	$ -	
Pavement Coring	$ 200.00	0	EA	$ -	
QL "A" Daily	$ 3,300.00	0	DAY	$ -	
QL "A" Sub-Total		**0**			$ -
				Total Estimated Cost =	**$ 74,250.00**

Notes:

BAIRD, HAMPTON & BROWN
building partners

September 30, 2022

Mr. Brian Haynes
Peloton Land Solutions
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76177

RE: OAK STREET RECEPTACLES – ROANOKE, TEXAS
ELECTRICAL DESIGN
BHB PROJECT 2022.007.0XX

Dear Brian,

We appreciate the opportunity to offer our proposal to provide the electrical design for the proposed electrical infrastructure and receptacle improvements to be placed in existing tree wells and other areas as identified by City of Roanoke on Oak street from Crockett to Business 114 (approximately 3400 linear feet).

The project is recommended to be completed through two phases:

1) Feasibility Study
2) Design and Construction

A feasibility study is recommended to initially provide the City with an overall scope of proposed work with an opinion of probable construction cost(OPCC) for the electrical, civil, and landscaping improvements. Upon notice to proceed after a feasibility study has been reviewed and approved by the City, a full design with SUE, Civil, Landscaping, and Electrical elements are expected.

BHB anticipates approximately 164 total new 120V single phase GFCI duplex electrical receptacle locations and electrical infrastructure upgrades of 2 existing 120/240V metered pedestals, and the addition of approximately 1 to 2 other 120/240V metered pedestals to serve the new receptacles. New underground conduit with conductors and traffic rated ground boxes will be required to support the new receptacles. It is anticipated that the construction will require bores to reduce the impact to existing hardscape and landscape.

Our fee proposal includes an initial site visit and preparation of feasibility OPCC, including a feasibility narrative and schematic design sketches as necessary to convey intent.

Our fee proposal makes the following assumptions:

- Included as part of our base feasibility proposal are one site visit. We have also included two remote coordination meetings with the Civil Engineer during the design project. We have not included regularly scheduled design review meetings with the Owner and/or Design Team as a part of our base fee.

- We understand that this project will not be LEED certified.
- It is our understanding that all site landscaping, SUE and Civil design work will be provided by another consultant and will not be part of our work. Our scope does not include negotiating the relocation of any utilities with the respective utility company.
- The following items are not included in our basic feasibility services:
    - Sealed Drawings for Permitting or Construction. (Under As Approved Services)

The GENERAL CONDITIONS attached hereto is made a part of this Agreement.

We propose to provide the electrical engineering feasibility report and OPCC for the referenced project in sufficient detail to closely approximate the design, installation, and construction administration costs for the City of Roanoke evaluation.

In consideration for the scope described above we propose a stipulated sum fee of:

Basic Electrical Services

Electrical Feasibility Study	$10,000.00
(AS APPROVED)Electrical Design	*$65,000.00*
(AS APPROVED)Electrical C/A Services	*$6,000.00*
TOTAL (AS APPROVED)	*$71,000.00*
Total (Study + Design and C/A)	$81,000.00

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due upon receipt of each invoice. Stipulated sum includes cost of long distance telephone calls, telephone faxes and mailing costs. Stipulated sum does not include travel expenses for travel to the project site. Any additional project site visits or meetings will be considered additional services and billed as a direct expense at the hourly rates identified below. The stipulated sum does not include reproduction expenses, other than single copy originals for final drawings. Travel expenses (time, meals, travel, etc.), plotting and reproduction expenses, other than those identified above will not be incurred without your prior approval, at which point these expenses will be payable under the same conditions as the stipulated sum.

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office.

We will consider receipt of this signed agreement as our notice to proceed. Thank you for the opportunity to work with you on this project.

Sincerely,

BAIRD, HAMPTON & BROWN, INC.

Thomas E. Wilson, PE
Associate | Electrical Engineer

6300 Ridglea Place, Suite 700 | Fort Worth, Texas 76116 | PH: 817.338.1277 | FX: 817.338.9245
TBPE Firm #44, TBPLS Firm #10011300, #10011302, #10194146
engineering | surveying | landscape

AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Consider approval of a Professional Services Agreement between the City of Roanoke and GFF Architects for a Facilities Master Plan.

MEETING DATE: November 8, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:
Consider approval of a Professional Services Agreement between the City of Roanoke and GFF Architects for a Facilities Master Plan.

INFORMATION:
The City completed the RFQ process in June 2022 and below is the scope of work for this project. As recently discussed during our strategic planning workshops, the facility master plan will be an essential part of our CIP plan in the near future.

Phase 1: Facility Condition Assessment

- Public Works Facility
- Fire Stations 1 & 2
- Community/Senior Center and Recreation Center
- Parks Maintenance Barn
- Library

Phase 2: Space Needs Assessment

Phase 3: City Government-Wide Facility Master Plan

STAFF RECOMMENDATION:
Recommend Approval

SPECIAL CONSIDERATION:

Roanoke
The Unique Dining Capital of Texas ★ est. 1881

AGENDA ITEM

FINANCIAL CONSIDERATION:
Staff has presented a budget amendment for $325,000 to cover the $350,000 contract

ATTACHMENTS:
1. City of Roanoke Facility Master Plan-Proposal-Fixed-Fee-7-29-2022
2. Roanoke FMP DRAFT Project Schedule

Dallas
2808 Fairmount Street, Suite 300
Dallas, Texas | 75201
214.303.1500

Fort Worth
1701 River Run, Suite 800
Fort Worth, Texas | 76107
817. 303.1500

Austin
114 W 7th Street, Suite 200
Austin, Texas | 78701
512.807.0433

July 29, 2022

Cody Petree
Assistant City Manager
City of Roanoke
cpetree@roanoketx.com
817.491.2411

PROFESSIONAL SERVICES PROPOSAL FOR
CITY OF ROANOKE FACILITY MASTER PLAN

Thank you for the opportunity to submit a full fixed fee design proposal on the above referenced project. We understand the City of Roanoke ("Owner") would like GFF Architects ("GFF") to provide facility assessment, programming, and master planning services for the City of Roanoke. The intent for this project is to develop a sound, actionable and fiscally responsible facilities plan that that supports the entire city government operations. Our team pledges to give you great service throughout the duration of this project and hope this is the first of many projects that we can lead as your architect. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING

- The City of Roanoke desires a three-phase Facility Master Plan in order to assess current facilities and plan future facility needs throughout the city.
- Phase 1 shall consist of a Facility Condition Assessment of the following facilities:
    - Public Works Facility - 265 Marshall Creek Road
    - Fire Station 1 – 201 Fairway Dr.
    - Fire Station 2 - 265 Marshall Creek
    - Community/Senior Center - 312 S. Walnut
    - Recreation Center – 501 Roanoke Road
    - Parks Maintenance Barn – 215 James Street
    - Library - 308 S. Walnut
- Phase 2 includes Space Needs Assessment services based on staff and community input for all departments within the city.
- Phase 3 consists of a Master Plan deliverable that identifies short-term, mid-term and long-term recommendations.
- Cost Estimates are desired for future facilities based on the needs identified in Phase 1 and 2 and as envisioned in Phase 3.
- All work in this project including narratives, assessments, relevant data, and imagery shall be delivered in one comprehensive report at the conclusion of the project.

PROJECT TEAM:

Owner's Team:	
Scott Campbell	City Manager
Cody Petree	Assistant City Manager
GFF Architects, Inc.	**Architect and Planner**
Jason Cave, AIA	Project Leader
Brian Moore, AICP	Planning Principal
Kent Pontious, AIA	Studio Director
FGM Architects	
Brian Meade, AIA	Public Safety Expert
720 Design	
Maureen Arndt, AIA, IIDA, LEED GA	Library Expert
Howell Design Group	
Charlie Howell	Security/ Technology Expert
Bureau Veritas	
Jeffrey Fox	Facility Assessor
Riddle and Goodnight	
Mark Goodnight, CSI, CCS	Cost Estimator

SCOPE OF SERVICES:

The scope of services to be performed by the Architect shall be as enumerated below. Architect intends to use multiple sub-contractors in the execution of the entire scope of services. Both parties agree to Architect's use of sub-contracts on this project. The scope of work for this effort has been broken up into three phases, reflecting the goals identified by the city in the RFQ.

Phase 1 – Facility Condition Assessment

1) The Facility Condition Assessment will:
   a) Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
   b) Follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable.
   c) Determine the present condition and estimated life expectancy of various building systems and components.
   d) Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
   e) Recommend corrections for all deficiencies and provide cost estimates for corrections.
   f) Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
   g) Establish anticipated renewal and replacement costs for the various systems and components.
   h) Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
   i) Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.

Phase 2 – Space Needs Assessment

1) This portion of the study will focus on optimizing the current space available within all of the facilities used by the city. Interviews will be conducted with each City department to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies. Assessment will include information regarding the functional requirements of each space, desired space adjacencies, ancillary space needs, security issues and concerns, COVID-19 issues and concerns, parking needs, exterior features and accessibility issues and concerns.

2) A maximum of (2) public meetings will be developed and held to gather information from the public about city facilities.
3) Final deliverable will be in report format with an executive summary about the findings and detailed program documents for each facility/ space identified.

Phase 3 – City Government-Wide Facility Master Plan

a) The Master Planning section of the study will facilitate a process to gain consensus among city departments on a preferred master plan strategy or group of strategies. The consultant will use information gathered in phases 1 and 2 to develop a short term (1-4 Years), mid-term (5-15 years), and long-term (15-30 years) sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, depending on the preferred strategy.
b) Final documents shall include, but are not limited to:
    i) Master Plan Strategies.
    ii) Preliminary project budgets.
    iii) Preliminary project schedules.
    iv) Other Relevant/Diagrammatic information.

Optional Services

1) Cost Estimates of proposed facilities at the completion of Phase 3
    a) The exact scope of these cost estimates are yet to be determined.
2) Online Survey for Library and other city facilities
    a) Development and implementation of Online survey as well as monitoring, analyzing and summarizing survey responses.
3) Library Discovery Tours
    a) In person visits to similar sized libraries/communities for lessons learned and current best practices with library staff and stakeholders are an additional service.
4) Three-Year Master Plan Update
    a) Includes a full addendum to the report including updates to data, strategic goals and tasks to completion. This would be optimal to update the projected cost estimates for construction as well.

Owner Responsibilities

The Owner shall furnish the following information to the Architect in order to complete the project.

- Provide full information regarding requirements of the project including but not limited to objectives, budget, schedule, current staff organizational charts for all departments within the scope of this study.
- Provide, where possible, existing plans and drawings of existing city facilities.
- Allow free access to existing city facilities.

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner in order to complete the project.

- Architectural, Interior Design or Engineering Services
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Public Community Meetings beyond the (2) identified above
- Professional models and renderings produced out-of-house

PROJECT SCHEDULE

The schedule shall be developed in conjunction with the owner for this project.

FEES:
We propose to perform this work for a fixed sum as follows:

Phase 1: Facility Condition Assessment	$59,844
Phase 2: Space Needs Assessment	$143,054
Phase 3: City Government-Wide Facility Master Plan	$140,667
Total for Phases 1-3	**$343,565**

Optional Services

• Cost Estimates (per proposed new city facility)	$3,525
• Online Survey for Library and other city facilities	$13,640
• Library Discovery Tours	$8,400
• Three-Year Master Plan Update	$19,225

Additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner. Additional Services shall be compensated for a negotiated lump sum fee. Additional consultant services shall be invoiced at 110% of the amount billed the Architect.

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in this document unless otherwise specifically set forth herein. “Work”, as used therein and further in relation to the Architect’s Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.

- The Owner has or will retain, via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substances. As such, the Architect shall consider the building and site free of hazardous substances for the purpose of performing its work.

- The Architect shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner’s representative(s), including pricing, schedule, or other information provided by the Owner or similar advisor during all phases of the project.

- In the event the Architect is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner’s consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.

- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.

- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE OWNER AGREES TO LIMIT ARCHITECT’S LIABILITY DUE TO ACTS, ERRORS OR OMISSIONS ALLEGED IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN TORT OR CONTRACT, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT SHALL NOT EXCEED THE GREATER OF $50,000, OR THE ARCHITECT’S FEE FOR SERVICES RENDERED ON THIS PROJECT.

- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.

- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

- The following are not included as a Basic Service: the design of a structurally-suspended slab, tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security.

- Payment shall be due within 30 days from the date of the invoice (Net 30). All invoices that remain unpaid after 30 days will be assessed a service charge of 1.25% per month, compounded monthly. Architect will stop work if any payment becomes more than 60 days past due and will resume work only upon receipt of payment for all past due amounts.

- Services related to the incorporation of environmentally responsible design including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless so designated herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications

- If, at the Owner's request, the Architect's Work is delayed by more than 90 cumulative days, the Architect's compensation may be adjusted accordingly.

- This proposal shall be valid for a period of up to 90 days from the date of the proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,
GFF Architects

By:

Jason Cave, AIA
Associate + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Allison Hubbard, MBA
Kent Pontious, AIA LEED AP
GFF Accounting

ACKNOWLEDGED AND APPROVED:

______________________________ __________________
Signature Date

____
Name/Title

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

ARCHITECTS
INTERIORS
LANDSCAPE
PLANNING

Dallas
2808 Fairmount Street, Suite 300
Dallas, Texas | 75201
214.303.1500

Fort Worth
1701 River Run, Suite 800
Fort Worth, Texas | 76107
817.303.1500

Austin
114 W 7th Street, Suite 200
Austin, Texas | 78701
512.807.0433

City of Roanoke, Texas Facility Master Plan DRAFT Project Schedule

10/25/222

PROPOSED PROJECT SCHEDULE:

The project team proposes a 38-week project schedule. Major Milestones are listed below:

Phases 1-3

• Notice to Proceed (NTP)	November 2022 (Anticipated)
• Phase 1: Existing Facility Condition Assessment	8 Weeks
• Phase 2: Space Needs Assessment	12 Weeks
• Public Engagement Meetings	2 Weeks
• Phase 3: Facility Master Plan	12 Weeks
• Draft Master Plan Deliverable	2 Weeks
• Owner Feedback and Comments	2 Weeks
• Final Master Plan Deliverable	August 2023 (Anticipated)

Total Project Duration **38 Weeks**

Notes:

The proposed project schedule is subject to change pending owner acceptance of each phase of work. 1 week is built into each phase to account for owner approval timeframe.

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Approval of Ordinance NO. 2022-132

MEETING DATE: November 8, 2022

DEPARTMENT: Finance

ITEM SUMMARY:
Consideration and action on approval of Ordinance No. 2022-132 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022A; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

INFORMATION:
The City Council passed Resolution No: 2022-115R on September 13, 2022 authorizing the issuance of $7.8M in Certificates of Obligation for the design of a Police and Courts Facility, construction of Denton/Houston, and design of a 2MG Water Ground Storage Facility. These bonds will be issued in 2 separate series.

STAFF RECOMMENDATION:
Staff recommends approval

SPECIAL CONSIDERATION:
N/A

FINANCIAL CONSIDERATION:
These bond issues were approved in the FY2022-2023 budget and the debt associated with the bonds were included in the calculation of the I&S tax rate.

ATTACHMENTS:

1. Ordinance - CO 2022A (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

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

1. The City Council of the City convened in a Regular Meeting on November 8, 2022 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Scooter Gierisch, Mayor	Holly Gray-Moore, Mayor Pro Tem
Brian Darby	David Brundage
David Thompson	Bryan Moyers
Hogan Page	

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

AYES: ________ NOES: ________ ABSTAIN: ________

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

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

SIGNED AND SEALED ON NOVEMBER 8, 2022.

April S. Hill; City Secretary City of Roanoke, Texas	Carl E. Gierisch, Jr.; Mayor City of Roanoke, Texas

(CITY SEAL)

ORDINANCE NO. 2022-[]

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022A; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Roanoke, Texas, deems it advisable to issue Certificates of Obligation in the amount of $[7,800,000] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation (“Notice”), and the Notice has been duly published in a newspaper of general circulation in the City on September 1, 2022 and September 8, 2022, the newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that the interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Roanoke, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[7,800,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) designing a new police and courts facility and related parking for such facility and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022A," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated December 1, 2022 (the “Dated

Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, 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 Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

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

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange 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 registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain 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; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, 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. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange 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, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment 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 past due interest 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 appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (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 converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificates shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity 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 Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency 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 the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer 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.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) <u>Successor Securities Depository; Transfers outside Book-Entry Only System</u>. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) <u>Payments to Cede & Co.</u> Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) <u>Cancellation of Initial Certificate</u>. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in

Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** in incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) 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 (d) 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 Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When 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 herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer 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 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 Issuer, or deposited as directed in writing by the Issuer. 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 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have 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 Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer 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.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. 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 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 by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer 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 registered owner shall furnish to the Issuer 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 registered owner 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 that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer 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 Issuer whether or not 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 Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer 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, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer 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 of Public Accounts (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 Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) <u>Covenants</u>. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation 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 Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (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 or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, 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;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) 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" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that 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;

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

(5) 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;

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

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

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

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

(7) 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);

(8) 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 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; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer 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 certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer 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 that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer 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 that impose additional requirements applicable to the Certificates, the Issuer 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 Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, 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.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, 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 hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

(e) Designation as Qualified Tax Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000 and (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to SAMCO Capital Markets, Inc. (the "*Underwriter*") for the purchase price of $[-] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of $[-] less an underwriter's discount of $[-], plus accrued interest in the amount of $[-], pursuant to the terms and provisions of a Purchase Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the SAMCO Capital Markets, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser 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.

(c) The Mayor, Mayor Pro Tem, City Manager, Director of Fiscal and Administrative Services, and City Secretary 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 Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of $[-] and which shall be allocated as follows:

(i) the amount of $[-] shall be applied to pay costs of issuance of the Certificates;

(ii) the amount of $[-] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;

(iii) the amount of $[-] shall be applied to pay the underwriting spread; and

(iv) accrued interest in the amount of $[-] and excess premium in the amount of $[-] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, 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 certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 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.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022A Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of $[-] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby 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.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer’s annual financial audit report; and (ii) the information found in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2022. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2022. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer 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 Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten 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 or 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 material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, 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 an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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 or additional trustee or the change of name of a trustee, 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 Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give 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 Issuer 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 Issuer'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 Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER 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 ISSUER, 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 Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this 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 Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer 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 Issuer, 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 Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) 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 Issuer 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 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) 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 (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, 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;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, 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) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which 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 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 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 trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__

PRINCIPAL AMOUNT
$__________

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF ROANOKE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022A

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
	December 1, 2022	August 15, ______	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Roanoke, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2023, to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the

Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/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 (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

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 principal corporate 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 that 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 December 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[7,800,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) designing a new police and courts facility and related parking for such facility and (2) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON AUGUST 15, 20[] or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 15 in the years [-] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

<u>Term Certificates due August 15, 20</u>:

Mandatory Redemption Date: 8/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 8/15/20*	Principal Amount: $,000.00

* Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. 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 Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the way the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into 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 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 for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, 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 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 Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof 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, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with 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) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date

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 Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and 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 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, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

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

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that 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: _______________.

U.S. Bank Trust Company National Association
Dallas, Texas
Paying Agent/Registrar

By: ____
Authorized Representative

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 type name and address, including zip code of Transferee

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

Dated: ____________________.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _______________

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this ____________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROANOKE, TEXAS, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2023, to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Director of Fiscal and Administrative Services (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

    a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
    b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
    c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
    d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
    a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
    a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
    b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
    c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
    d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
    e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

II. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
    a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
    b. has a right to use the output of the Project (e.g., water, gas, electricity); or
    c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

AGENDA ITEM

TO: Mayor and City Council

SUBJECT: FY2022-20233 Budget Amendment

MEETING DATE: November 8, 2022

DEPARTMENT: Finance

ITEM SUMMARY:
Consideration and action on approval of Ordinance No. 2022-133, amending the Fiscal Year 2022-2023 Budget.

INFORMATION:
The City Council authorized a facility master plan in the FY2021-22 budget in the amount of $25,000. The actual proposal came in at $350,000. The city administration is requesting a budget amendment in the amount of $325,000 to cover the cost to complete the plan. This would include the potential estimated cost for any new or renovated facilities.

STAFF RECOMMENDATION:
Staff recommends approval

SPECIAL CONSIDERATION:
N/A

FINANCIAL CONSIDERATION:
Amend the FY2022-2023 Budget by $325,000, use excess reserves.

ATTACHMENTS:
1. ORD NO. 2022-133 - Budget amendment 23-01

ORDINANCE 2022-133

AN ORDINANCE OF THE CITY OF ROANOKE, TEXAS, AMENDING THE FISCAL YEAR 2022-2023 BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Roanoke Administration budgeted $25,000 for a facilities master plan update in the FY2021-22 budget, and

WHEREAS, the City of Roanoke has reached out to several firms to perform this update, and

WHEREAS, this the total cost is estimated at $350,000, and

WHEREAS, the Roanoke City Council must approve all budget amendments proposed; and

WHEREAS, the City Staff recommends an amendment to the Fiscal Year 2022-2023 budget in the amount of $325,000 to cover the cost of the facility master plan including cost estimates of potential projects;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS:

Section 1:
That the budget, as shown in words and figures is hereby amended in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

Section 2:
That the following expenditure line items shall be amended as indicated for the 2021-2022 Fiscal Year.

#	Fund	Account	Account Description	Current Budget	Amended Budget	Diff
23-01	010	611-405	Special Services	339,300	664,300	325,000

Section 3: SAVINGS CLAUSE
All rights and remedies of the City of Roanoke, Texas are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4: CUMULATIVE CLAUSE
This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Roanoke, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 5: SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6: REPEALER CLAUSE
Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodifided, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 7: EFFECTIVE DATE
This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Roanoke, Texas, on this the 8th day of November 2022.

APPROVED:

ATTEST:

____
Carl E. Gierisch Jr., Mayor

____
April S. Hill, City Secretary

APPROVE AS TO FORM:

____
Jeff Moore, City Attorney

CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Approval of Ordinance NO. 2022-134

MEETING DATE: November 8, 2022

DEPARTMENT: Finance

ITEM SUMMARY:
Consideration and action on approval of Ordinance No. 2022-134 authorizing the issuance and sale of City of Roanoke, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022B; levying an annual ad valorem tax and providing for the security for and payment of the certificates; approving an official statement; providing an effective date; and enacting other provisions relating to the subject.

INFORMATION:
The City Council passed Resolution No: 2022-115R on September 13, 2022 authorizing the issuance of $7.8M in Certificates of Obligation for the design of a Police and Courts Facility, construction of Denton/Houston, and design of a 2MG Water Ground Storage Facility. These bonds will be issued in 2 separate series.

STAFF RECOMMENDATION:
Staff recommends approval

SPECIAL CONSIDERATION:
N/A

FINANCIAL CONSIDERATION:
These bond issues were approved in the FY2022-2023 budget and the debt associated with the bonds were included in the calculation of the I&S tax rate.

ATTACHMENTS:
1. Ordinance - CO 2022B (ver 1)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON AND TARRANT COUNTIES
CITY OF ROANOKE

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

1. The City Council of the City convened in a Regular Meeting on November 8, 2022 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Scooter Gierisch, Mayor	Holly Gray-Moore, Mayor Pro Tem
Brian Darby	David Brundage
David Thompson	Bryan Moyers
Hogan Page	

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022B; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

AYES: ________ NOES: ________ ABSTAIN: ________

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

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

SIGNED AND SEALED ON NOVEMBER 8, 2022.

________________________________	________________________________
April S. Hill; City Secretary City of Roanoke, Texas	Carl E. Gierisch, Jr.; Mayor City of Roanoke, Texas

(CITY SEAL)

ORDINANCE NO. 2022-[]

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022B; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Roanoke, Texas, deems it advisable to issue Certificates of Obligation in the amount of $[7,800,000] for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation ("Notice"), and the Notice has been duly published in a newspaper of general circulation in the City on September 1, 2022 and September 8, 2022, the newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates of Obligation are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the City that the interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Roanoke, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $[7,800,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring and constructing a new water ground storage tank; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ROANOKE, TEXAS, COMBINATION TAX AND REVENUE

CERTIFICATE OF OBLIGATION, SERIES 2022B," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated December 1, 2022 (the "Dated Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, 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 Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

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

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange 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 registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain 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; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, 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. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange 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, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment 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 past due interest 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 appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (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 converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificates shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF

CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity 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 Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency 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 the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer 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.

(f) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem), City Manager and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** in incorporated in this Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) 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 (d) 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 Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When 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 herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer 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 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 Issuer, or deposited as directed in writing by the Issuer. 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 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have 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 Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer 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.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. 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 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 by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer 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 registered owner shall furnish to the Issuer 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 registered owner 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 that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer 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 Issuer whether or not 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 Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer 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, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND APPROVAL OF BOND INSURANCE; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer 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 of Public Accounts (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 Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation 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 Issuer covenants as follows:

> (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (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 or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, 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;
>
> (2) to take any action to assure that in the event that the "private business use" described in subsection (1) 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" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
>
> (3) to take any action to assure that no amount that 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;
>
> (4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
>
> (5) 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;

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

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

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

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

(7) 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);

(8) 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 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; and

(9) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer 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 certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer 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 that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer 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 that impose additional requirements applicable to the Certificates, the Issuer 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 Issuer hereby authorizes and directs the Mayor, City Manager and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, 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.

(e) Disposition of Project. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, 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 hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The City hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made herein.

(e) Designation as Qualified Tax Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000 and (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES; APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

(a) The Certificates are hereby sold and shall be delivered to SAMCO Capital Markets, Inc. (the "*Underwriter*") for the purchase price of $[-] representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of $[-] less an underwriter's discount of $[-], plus accrued interest in the amount of $[-], pursuant to the terms and provisions of a Purchase Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro Tem is hereby authorized to execute and deliver. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of the SAMCO Capital Markets, Inc. or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser 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.

(c) The Mayor, Mayor Pro Tem, City Manager, Director of Fiscal and Administrative Services, and City Secretary 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 Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) The Certificates have an aggregate premium of $[-] and which shall be allocated as follows:

(i) the amount of $[-] shall be applied to pay costs of issuance of the Certificates;

(ii) the amount of $[-] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;

(iii) the amount of $[-] shall be applied to pay the underwriting spread; and

(iv) accrued interest in the amount of $[-] and excess premium in the amount of $[-] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, 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 certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 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.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022B Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of $[-] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby 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.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. That as used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer’s annual financial audit report; and (ii) the information found in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement for the Certificates. The Issuer will update and provide the information in Tables 1-4, 11-15 and 19-20 in Appendix A in the Official Statement within six months after the end of each fiscal year ending in and after 2022. The Issuer will additionally provide its annual financial audit report when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2022. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer 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 Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten 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 or 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 material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, 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 an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, 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 or additional trustee or the change of name of a trustee, 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 Bondholders, if material;

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give 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 Issuer 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 Issuer'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 Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER 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 ISSUER, 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 Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this 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 Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer 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 Issuer, 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 Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) 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 Issuer 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 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) 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 (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, 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;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, 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) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which 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 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 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 trustees of the City or the City Council.

Section 16. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$__________

CITY OF ROANOKE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022B

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP NO.
	December 1, 2022	August 15, ______	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Roanoke, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2023, to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of U.S. Bank Trust Company National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the

Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/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 (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

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 principal corporate 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 that 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 December 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[7,800,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (2) acquiring and constructing a new water ground storage tank; and (3) paying fees for legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

ON AUGUST 15, 20[] or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on August 15 in the years [-] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

<u>Term Certificates due August 15, 20</u>:

Mandatory Redemption Date: 8/15/20	Principal Amount: $,000.00
Mandatory Redemption Date: 8/15/20*	Principal Amount: $,000.00

* Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. 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 Certificate Ordinance.

IF AT THE TIME OF MAILING OF NOTICE OF REDEMPTION there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the way the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into 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 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 for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, 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 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 Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof 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, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with 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) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date

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 Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and 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 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, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

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

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature) City Secretary	(signature) Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that 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: _______________.

U.S. Bank Trust Company National Association
Dallas, Texas
Paying Agent/Registrar

By: ____
Authorized Representative

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 type name and address, including zip code of Transferee

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

Dated: ____________________.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a	NOTICE: The signature above must correspond with the name of the registered owner as it appears

securities transfer association recognized signature guarantee program.

upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _______________

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this ____________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ROANOKE, TEXAS, in Denton and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rates per annum set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rates
[]	[]	[]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2023, to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Certificates (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

I. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Director of Fiscal and Administrative Services (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

    a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
    b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
    c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
    d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
    a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

   b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and
   c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:
   a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;
   b. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
   c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;
   d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and
   e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

<u>II. Private Business Use</u>. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:
   a. has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;
   b. has a right to use the output of the Project (e.g., water, gas, electricity); or
   c. has a right to use the Project to conduct or to direct the conduct of research;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;
5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and
6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

III. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

IV. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.