



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, APRIL 1, 2019**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

WORK SESSION – 6:30 P.M.

Call to Order

- A. Lydia Spaun, District Director for U.S. Congressman Lance Gooden**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation – Motorcycle Safety Awareness

Mayor’s Report

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for March 18, 2019 (City Secretary)**
- 2. Discuss and consider approving a Resolution authorizing Dallas County to resell tax foreclosed properties located at 703 Netherland and 332 Lakey, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (Director of Administrative Services)**

REGULAR AGENDA-

- 3. Discuss and consider approval of an Ordinance approving the issuance of the Series 2019 Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation in the amount of \$6,100,000 (Finance Director)**
- 4. Discuss and approve a Resolution of the City of Seagoville, Texas approving the Project Specific Agreement regarding the paving and drainage improvements of Malloy Bridge Road from US Highway 175 to Crestview Lane, which is made pursuant to a Master Agreement governing major capital transportation improvement projects, in an amount not to exceed three hundred thousand dollars and no cents (\$300,000); authorizing the City Manager to execute the Agreement on behalf of the City of Seagoville; and providing an effective date (Community Development)**
- 5. Discuss and consider a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eight cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date (Director of Administrative Services)**
- 6. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Title 1, “General Ordinances”, Chapter 3, “Administration and Personnel”, Article 3.04, “Boards and Commissions” Division 1, “Generally” by adding Section 3.04.001, “Criminal History Checks of Board and Commission Applicants”; providing for a savings clause; providing for resolution of conflicts with prior Ordinances; providing for a severability clause; and providing for an effective date (City Attorney)**
- 7. Receive Councilmember Reports/Items of Community Interest – as authorized by Section 551.0415 of the Texas Government Code.**
- 8. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

9. Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- (A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation**
- (B) Section§ 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- (C) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**

10. Reconvene Into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- (A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation**
- (B) Section§ 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- (C) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**

Adjourn

Posted Thursday, March 28, 2019 by 5:00 P.M.

Kandi Jackson

Kandi Jackson, City Secretary



As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, April 15, 2019 Regular Council Meeting**
- **Monday, May 6, 2019 Regular Council Meeting**
- **Monday, May 20, 2019 Regular Council Meeting**



PROCLAMATION

WHEREAS, today's society is finding more citizens involved in motorcycling; and

WHEREAS, campaigns have helped inform riders and motorists alike to motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, and to obey all traffic laws; and

WHEREAS, motorists are encouraged to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE I, Dennis K. Childress, Mayor of the City of Seagoville, Texas, do hereby proclaim the month of May as:

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Seagoville and urge all residents to do their part to increase motorcycle safety and awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Seagoville to be affixed this 1st day of April, 2019.

DENNIS K. CHILDRESS, Mayor

Consent Session Agenda Item: 1

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for March 18, 2019.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for March 18, 2019.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

March 18, 2019 Work Session Minutes
March 18, 2019 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
MARCH 18, 2019**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, March 18, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Library Director Liz Gant, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

B. Reception – Life Saving Award

Police Chief Calverley stated on February 17, 2019 Officer Howells was directed by Communications Supervisor Vrzac to an area inside La Pulga Seagoville where a man was choking. Officer Howells was able to locate the man and administer Cardiopulmonary Resuscitation (CPR) which ultimately saved his life.

Mayor Childress stated at this time there we will have a reception to honor Officer Howells and Communications Supervisor Vrzac.

Adjourned at 6:34 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
MARCH 18, 2019**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, March 18, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Childress.*

Recognition – Life Saving Award to Officer Becky Howells and Communications Supervisor Becky Vrzac – *Police Chief Calverley stated Communications Supervisor Vrzac was able to guide Officer Howells to a man inside La Pulga Seagoville that was choking. Officer Howells was able to perform Cardiopulmonary Resuscitation (CPR) which ultimately saved his life. Mayor Childress presented Officer Howells and Communications Supervisor Vrzac with the Life Saving Award.*

Mayor's Report – *None.*

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

None.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

1. Consider approving City Council Meeting minutes for March 4, 2019 (City Secretary)

Motion to approve City Council Meeting minutes for March 4, 2019 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

- 2. Acceptance of City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2018 and Popular Annual Financial Report for Fiscal Year 2018 (Finance Director)**

Finance Director Harvey presented the Popular Annual Financial Report for Fiscal Year 2018.

Frank Conroy with Fox Byrd & Company presented the annual audit report.

- 3. Discuss and consider a Resolution of the City of Seagoville, Texas authorizing the City Manager to execute an Agreement with HALFF Associates, Inc., for the creation of a Design Build Request for Proposals and Owner Representation Services for the construction of a new Fire Station, which is attached hereto as Exhibit “A” in an amount not to exceed Ninety Eight Thousand Five Hundred Ninety-Six Dollars and Twenty Cents (\$98,596.20) plus reimbursable expenses as set forth therein; and providing an effective date (City Manager)**

Halff Associates, Inc. Project Manager, Alan LaFon stated this an agreement to provide Design Build Request for Proposals and Owner Representation Services for the construction of a new Fire Station. He stated a geotechnical report and topography survey will be provided. He also stated they will provide progress reports.

Motion to approve a Resolution of the City of Seagoville, Texas authorizing the City Manager to execute an Agreement with HALFF Associates, Inc., for the creation of a Design Build Request for Proposals and Owner Representation Services for the construction of a new Fire Station, which is attached hereto as Exhibit “A” in an amount not to exceed Ninety Eight Thousand Five Hundred Ninety-Six Dollars and Twenty Cents (\$98,596.20) plus reimbursable expenses as set forth therein; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 5/0

4. **Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing Grove Electrical Service, Inc. to install four (4) pole lights and piers, as set forth in Exhibit “A”, which is attached hereto, at Casa Grande Park in an amount not to exceed Twenty Nine Thousand Five Hundred Twenty-Five Dollars and No Cents (\$29,525.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development Director)**

Community Development Director Barr stated this will provide lights at the Casa Grande Park for the safety of the citizens. He also stated the company that will install the lights is the same company installing the lights at Bruce Park.

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing Grove Electrical Service, Inc. to install four (4) pole lights and piers, as set forth in Exhibit “A”, which is attached hereto, at Casa Grande Park in an amount not to exceed Twenty Nine Thousand Five Hundred Twenty-Five Dollars and No Cents (\$29,525.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

5. **Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase and installation of an additional Thirty-Nine (39”) inch black coated chain link safety fence to be placed between the playing fields and the parking lot area at the entrance of Petty White Park in an amount not to exceed Fourteen Thousand Six Hundred Dollars and No Cents (\$14,600.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

Community Development Director Barr stated there are bollards located at Petty White Park that are not sufficient to prevent children from running out into the parking lot. He stated by installing fencing between the bollards, it would provide that safety.

City Manager Stallings explained the fence would be installed between the bollard to provide protection. He stated this would provide safety and enhancement to the park. He also stated damage is being done to the parking lot by 4-wheelers and this could help deter that by possibly allowing the park to be locked at night.

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase and installation of an additional Thirty-Nine (39”) inch black coated chain link safety fence to be placed between the playing fields and the parking lot area at the entrance of Petty White Park in an amount not to exceed Fourteen Thousand Six Hundred Dollars and No Cents (\$14,600.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

6. Discussion with Suddenlink concerning services provided to the Seagoville area (Councilmember Hernandez)

Suddenlink Account Executive, Dawn Schaap explained the services Suddenlink is able to provide in the City of Seagoville. Councilmember Hernandez inquired about Suddenlink's policy concerning down time of the services. He stated on occasions there are citizens that are not able to work from home due to an outage of Suddenlink services. Suddenlink Account Executive, Schaap stated she will provide the information to the City Secretary to deliver to Council.

7. Discussion concerning home developers (Councilmember Magill)

Councilmember Magill explained the pictures he provided in the Council packet. He stated in the future developers should be required to provide pictures of what will be built in Seagoville.

Councilmember Hernandez asked if, in the future elevations could be provided when Council is presented with a development. Community Development Director Barr stated yes, elevations can be provided.

8. Receive Councilmember Reports/Items of Community Interest – as authorized by Section 551.0415 of the Texas Government Code.

Councilmember Fruin stated it is his understanding that some citizens are concerned that City or City Staff are in the planning stages of some projects. He thanked City Staff, Economic Development Commission, Planning and Zoning Commission, and City Council for their work. He stated the items he is listing are projects that are already complete or in progress. The list as follows: Fourteen (14") inch sewer line on Environmental Way under Highway 175, new scoreboards at football/baseball fields, new restrooms at Bruce Park, new lights at Bruce Park, Seagoville Road repairs, 5 acres purchased for a new Fire Station at no cost to citizens by completing a land transaction, Malloy Bridge Road repair, Radio System Upgrades for Public Safety, new fence at Petty White Park, new fence and gates at May Road baseball field, 5.6 million dollar road repair for Malloy Bridge Road, road repair for Crestview, Johnnie Row, and Ross, 3% City Staff increase, no increase for insurance to City Staff or the City of Seagoville, Request for Proposals (RFP) for a new Fire Station, new building at Seagoville Road with land investor Kelly Harris, demolition of old buildings in downtown Seagoville, and new lights installed at Casa Grande Park.

9. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

None.

10. Recess into Executive Session at 8:00 p.m.

Recess into Executive Session in compliance with Texas Government Code:

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions and Council.**

- B. § 551.071. Consultation with City Attorney: receive legal advice related to Annexation/De-annexation.**

11. Reconvene Into Regular Session at 8:47 p.m.

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions and Council.**

Motion to request Staff to revise Boards and Commissions application to include City Charter language and the City Attorney to bring an Ordinance to allow for background checks on Boards and Commissions applicants – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

- B. § 551.071. Consultation with City Attorney: receive legal advice related to Annexation/De-annexation.**

None

Adjourned at 8:48 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution authorizing Dallas County to resell tax foreclosed properties located at 703 Netherland and 332 Lakey, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

BACKGROUND OF ISSUE:

Dallas County is preparing for the resale of certain tax foreclosed properties for which Dallas County is Trustee for the taxing authorities.

Several parcels of land were offered for sale by the Sheriff of Dallas County, Texas at public auction pursuant to a judgment of the District Court of Dallas County, Texas for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs. Those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville, and Dallas Independent School District, (Taxing Authorities) pursuant to Section 34.01 (j) of the Property Tax Code. By this resolution the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens.

Staff recommends approval.

FINANCIAL IMPACT:

N/A

EXHIBITS:

Resolution, with Exhibit A attached thereto, authorizing sale of property
Sheriff's Deed – 703 Netherland
Sheriff's Deed – 332 Lakey

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTIES AS SET FORTH ON EXHIBIT A, WHICH IS ATTACHED HERETO, BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this matter was briefed to the Seagoville City Council (“City Council”) on April 1, 2019, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

WHEREAS, several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

WHEREAS, those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville and Dallas Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the TEXAS PROPERTY TAX CODE; and

WHEREAS, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens, and

WHEREAS, the City of Seagoville desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

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

SECTION 1. The City does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit “A,” attached hereto and made a part hereof and the Seagoville City Council does hereby consent, in compliance with Section 34.05(i) of the TEXAS PROPERTY TAX CODE to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property as is required by Section 34.05(h) of the TEXAS PROPERTY TAX CODE, or in compliance with Section 34.05(j) of the TEXAS PROPERTY TAX CODE for an amount equal to or greater than its current market value as shown by the most recent certified appraisal roll, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value and each taxing unit entitled to receive proceeds of the sale consents to

the sale for that amount.

SECTION 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED and APPROVED this 1st day of April, 2019 by the City of Seagoville City Council, Seagoville, Texas.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(:cdb 03/26/2019)

EXHIBIT "A"

TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE CITY OF SEAGOVILLE FOR ITS OWN BEHALF AND AS TRUSTEE FOR DALLAS COUNTY AND THE DALLAS I.S.D.

STREET ADDRESS	TAX ACCOUNT #	IMPROVED / UNIMP.	LAND SIZE (APPROX.)	DCAD VALUE	JUDGMENT CAUSE #	JUDGMENT STRIKE OFF AMOUNT	MARKET VALUE IN JUDGMENT	TAX YEARS INCLUDED IN JUDGMENT (COUNTY, CITY, SCHOOL)	DATE OF SHERIFF'S SALE
703 Netherland Drive, Seagoville, TX/ 80A-E (DALLAS)	50032500030150000	UNIMP.	22,895 sqft.	\$11,450	TX-08-32152 09/30/2009	\$2,797.32	\$2,797.32	County: 2005-2008 City: 2005-2008 DISD: 2005-2008	7/6/2010
332 Lakey Road, Seagoville, TX/ 80A-G (DALLAS)	50015500000180000	UNIMP.	11,219 sqft.	\$9,500	TX-98-30217-T-E 09/14/2001	\$3,000.00	\$3,000.00	County: 1984-2000 City: 1989-2000 DISD: 1987-2000	9/4/2007

Sheriff's Deed

070610-35

The State of Texas,
County of Dallas.



KNOW ALL MEN BY THESE PRESENTS:



201000232583

SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 191st Judicial District Court, Dallas County, State of Texas, on 14th day of April, A. D. 2010 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff, -versus- IDA M. CHAPLIN, Case #TX-08-32152. On a certain judgment and Decree of Foreclosure rendered on the 30th day of September, A.D. 2009, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 17th day of May, A.D., 2010, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to IDA M. CHAPLIN, Defendant(s) and on the 1st Tuesday in July, A.D. 2010 it being the 6th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to City of Seagoville on it's behalf and Trustee for Dallas County, DISD, for the sum of \$2,797.32 Dollars as there were no bids taken on that property therefore.

NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$2,797.32 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said City of Seagoville on it's behalf and Trustee for Dallas County, DISD, all of the estate, right, title and interest which the said Defendant had on the 30th day of September, A.D. 2009 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 703 NETHERLAND, SEAGOVILLE, DALLAS COUNTY, TEXAS.
ACCT. NO. 50032500030150000; LOT 15 OF PHILIP PIRROZO SUBDIVISION IN
THE JAMES DONALDSON SURVEY, ABSTRACT NO. 427 ADDITION SITUATED IN
CITY BLOCK C IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AS SHOWN
BY DEED RECORDED IN VOLUME 2005106 PAGE 9926 OF THE DEED RECORDS OF
DALLAS COUNTY, TEXAS, AND MORE FULLY DESCRIBED IN A DEED AND
INCORPORATED HEREIN FOR ALL PURPOSES, AND MORE COMMONLY ADDRESSED AS
703 NETHERLAND, SEAGOVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said City of Seagoville heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 8th day of July, A.D. 2010.

LUPE VALDEZ, SHERIFF,
DALLAS, COUNTY, TEXAS

by T. Davis #276
Deputy Tim Davis #276, Deputy J.T. Wilson #329

The State of Texas}
County of Dallas

BEFORE ME, Lashon Kay Butler, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy J.T. Wilson #329 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 8th day of July, A.D. 2010.

Lashon Kay Butler
Notary Public, State of Texas
Commission Expires 08-20-2011

The State of Texas, }
County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the _____ day of _____ A.D. 2010, at _____ o'clock _____ M., and duly recorded the _____ day of _____ A.D., 2010, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D.2010.

County Clerk Dallas County, Texas.

By _____

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
09/10/2010 10:49:26 AM
\$20.00

Send This Deed To: City of Seagoville,



JF

Sheriff's Deed

090407-44

The State of Texas,
County of Dallas.

} KNOW ALL MEN BY THESE PRESENTS:



SHERIFF 20070358064
2 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 101st Judicial District Court, Dallas County, State of Texas, on 20th day of July, A. D. 2007 in and for Dallas County, Styled County of Dallas Et Al, Plaintiff, -versus- Shirley Kathryn Burrell, ET AL, Case #TX-98-30217. On a certain judgment and Decree of Foreclosure rendered on the 14th day of September, A.D. 2001, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 30th day of July, A.D., 2007, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to Shirley Kathryn Burrell, COX INDUSTRIES, INC., W.B. COX, PRESIDENT, Defendant(s) (and, Attorney of record for Defendants) and on the 1st Tuesday in September, A.D. 2007 it being the 4th day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to The City of Seagoville for the sum of \$3,000.00 Dollars as there were no bids taken on that property therefore.

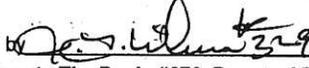
NOW, THEREFORE, in consideration of the premises aforesaid and of the payment to me of the said sum of \$3,000.00 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said The City of Seagoville all of the estate, right, title and interest which the said Defendant had on the 14th day of September, A.D. 2001 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 332 LAKEY, SEAGOVILLE, DALLAS COUNTY, TEXAS. LOT 18, DAN B. GROSS SUBDIVISION SITUATED IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS SHOWN BY A DEED OF RECORD IN VOLUME 86233 PAGE 86 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND MORE COMMONLY ADDRESSED AS 332 LAKEY ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS.

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and Appurtenances thereto in anywise belonging, unto the said **The City of Seagoville** heirs and assigns, forever as fully and as absolutely as I, a Sheriff aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 6th day of September, A.D. 2007.

LUPE VALDEZ, SHERIFF,
DALLAS, COUNTY, TEXAS


Deputy Tim Davis #276, Deputy J.T. Wilson #329

The State of Texas}
County of Dallas

BEFORE ME, Paulette Denise Cox, A Notary Public on this day personally appeared Deputy Tim Davis, #276, Deputy J.T. Wilson #329 Deputy Sheriff of Dallas County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purpose and consideration therein expressed, and in his capacity as Deputy Sheriff therein set forth.



UNDER MY HAND AND SEAL OF OFFICE, This 6th day of September, A.D. 2007.


Notary Public, State of Texas
Commission Expires 10-23-2010.

The State of Texas, }
County of Dallas

I _____ County Clerk of said County, do hereby certify that the above instrument of writing, together with its Certificate of Authentication was filed for record in my office on the _____ day of _____ A.D. 2007, at _____ o'clock _____ M., and duly recorded the _____ day of _____ A.D., 2007, in Volume _____, Page _____ of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This _____ of _____ A.D.2007.
FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


John F. Warren, County Clerk
Dallas County TEXAS

October 04, 2007 10:57:31 AM

FEE: \$20.00

20070358064

County Clerk Dallas County, Texas.

By _____
Deputy

Send This Deed To: City of Seagoville, Property Management, and 702 N. Highway 175, Seagoville, Texas 75159.

Regular Session Agenda Item: 3

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Discuss and consider approval of an Ordinance approving the issuance of the Series 2019 Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation in the amount of \$6,100,000.

BACKGROUND OF ISSUE:

The City of Seagoville is authorized pursuant to and in accordance with the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the "Act"), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for the authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) design and construct roadway and street improvements within the City, including the road, street, sidewalks, curb, drainage and related improvements (ii) to acquire a public safety emergency communication system and (iii) pay professional services rendered in connection with the above listed projects.

In connection with the FY 2019 bond sale, City staff has been working with First Southwest to provide financial advisory services. City staff has worked with First Southwest, bond counsel and Moody's financial rating services to navigate the bond financing process leading up to the development of this ordinance. Please note that there are blank spaces in the proposed ordinance due to additional details to be provided by the bond counsel.

The City has been assigned a rating of A1 by Moody's. This is a very good bond rating for a city of our size, demographics and property tax base.

We are currently scheduled to receive the proceeds from the FY 2019 bond sale during May, 2019. City staff will evaluate alternative investment options for the proceeds, concentrating on safety, liquidity and interest rates.

FINANCIAL IMPACT:

After bond fees the City will receive approximately \$6,000,000 in proceeds, providing resources for acquiring the emergency communications system and street repairs.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SEAGOVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2019; PRESCRIBING THE TERMS THEREOF; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE SALE THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO.

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1: Findings and Determinations. The City Council hereby officially finds and determines that:

(a) The City of Seagoville, Texas (the “City”), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the “Act”), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) the acquisition of a public radio communication system (ii) the design and construction of street and roadway improvements within the City, including the road, street, sidewalks, curb, drainage and related improvements and (iii) the payment of professional services rendered in connection with the above listed projects.

(b) The City Council authorized the publication of a notice of intention to issue its Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019 (the “Certificates”) to the effect that the City Council was tentatively scheduled to meet at 7:00 p.m. on April 1, 2019 at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City’s water and sewer system (the “System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”) in an amount not to exceed \$1,000, to the extent that ad valorem taxes are ever insufficient or unavailable for such purposes, provided that the pledge of Net Revenues is and shall be subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates.

(c) Such notice was published at the times and in the manner required by the Act.

(d) No petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before April 1, 2019, or the date of passage of this Ordinance.

(e) The City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Registrar and DTC.

“Certificate” or “Certificates” shall mean any or all of City of Seagoville, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019, authorized by this Ordinance.

“City” shall mean the City of Seagoville, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” shall mean the Certificates of Obligation, Series 2019 Debt Service Fund established by the City and described in section 5.2 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, shall mean February 15, 2020, and each August 15 and February 15 thereafter until maturity or earlier redemption of such Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding”, when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean **UMB Bank, N.A.** and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar as described more particularly in Section 6.1 hereof.

“Purchaser” shall mean the entity or entities specified in Section 7.1 hereof.

“Record Date” shall mean the close of business on the 15th day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner” shall mean the person or entity in whose name any Certificate is registered in the Register.

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

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

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

ARTICLE III

TERMS OF THE CERTIFICATES

Section 3.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of _____ **MILLION** _____ **HUNDRED AND** _____ **THOUSAND AND NO/100 DOLLARS (\$_____)** for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purposes described in paragraph 1.1(a) hereof.

Section 3.2: Designation, Date and Interest Payment Dates. The Certificates shall be designated as the “City of Seagoville, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019,” and shall be dated April 1, 2019. The Certificates shall bear interest at the rates set forth in Section 3.3 below, from the later of the February 15, 2020 or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on February 15, 2020, and each August 15 and February 15 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.3: Numbers, Initial Certificates, Denomination, Interest Rates and Maturities. The Certificates shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on February 15 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2/15/2020	\$45,000	%
R-2	2/15/2021	140,000	%
R-3	2/15/2022	175,000	%
R-4	2/15/2023	200,000	%

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-5	2/15/2024	215,000	%
R-6	2/15/2025	225,000	%
R-7	2/15/2026	250,000	%
R-8	2/15/2027	290,000	%
R-9	2/15/2028	300,000	%
R-10	2/15/2029	315,000	%
R-11	2/15/2030	325,000	%
R-12	2/15/2031	345,000	%
R-13	2/15/2032	355,000	%
R-14	2/15/2033	375,000	%
R-15	2/15/2034	385,000	%
R-16	2/15/2035	405,000	%
R-17	2/15/2036	420,000	%
R-18	2/15/2037	440,000	%
R-19	2/15/2038	455,000	%
R-20	2/15/2039	480,000	%

Section 3.4: Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) 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 Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, 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 City, and has been registered by the Comptroller.

Section 3.5: Redemption Prior to Maturity. (a) Optional Redemption. The Certificates maturing on and after February 15, 20__, are subject to redemption prior to maturity, at the option of the City, in whole or in part, on February 15, 20__, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

(b) Certificates may be redeemed in part only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

Section 3.6: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of West & Associates, L.L.P., Bond Counsel and Orrick, Herrington & Sutcliffe LLP, Houston, Texas, Special Tax Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile but errors or omissions in the printing of the opinion shall have no effect on the validity of the Certificates.

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 3.7: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually

executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.8: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.9: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in **UMB Bank, N.A.** in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be

imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 3.10: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.11: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

Section 3.12: Book-Entry Only System. (a) The Initial Certificate shall be registered in the name of the Purchaser. Except as provided in Section 3.12 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the 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 an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register 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 City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the 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 of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.13: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify

DTC and DTC Participants, as identified by DTC, 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, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register 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 Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.14: Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

ARTICLE IV

FORM OF CERTIFICATES

The Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, and Form of Assignment, shall be in substantially the form set forth in **Exhibit A** hereto, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Ordinance.

ARTICLE V

SECURITY FOR THE CERTIFICATES

Section 5.1: Pledge and Levy of Taxes and Revenues. (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) In addition, pursuant to the authority of Chapter 1502, Texas Government Code, as amended, the City also hereby pledges the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "*Net Revenues*"), in an amount not to exceed \$1,000, to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

Section 5.2: Debt Service Fund. The Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019 Debt Service Fund (the "*Debt Service Fund*") is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 5.3: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE VI

CONCERNING THE PAYING AGENT/REGISTRAR

Section 6.1: Acceptance. **UMB Bank, N.A.** is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as **Exhibit B**, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and

the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 6.3: Certificates Presented. Subject to the provisions of Section 6.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 6.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 6.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

Section 7.1: Sale of Certificates. The Certificates are hereby sold and shall be delivered to the Purchaser, _____ at a price of \$_____ (which is the par amount of the Certificates plus a premium on the Certificates of \$_____ less an underwriter's discount of \$_____), in accordance with the terms of the Bid Form of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City and produced the lowest net effective interest rate. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

Section 7.2: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3: Application of Proceeds of Certificates. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, shall be deposited into the Debt Service Fund created in Section 5.2 of this Ordinance;
- (2) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Certificates;
- (3) The remaining proceeds shall be applied, together with other funds of the City, to provide funds to pay contractual obligations to be incurred for the purposes set forth in Section 3.1 of this Ordinance.

Section 7.4: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property, the acquisition, construction or improvement

of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

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

(b) Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Certificates,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such series of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such series of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds.

(c) Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Refunded Obligations, directly or indirectly invest Gross Proceeds of such Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a

result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Refunded Obligations.

(e) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Certificates or any portion thereof to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.

(g) The City will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Certificates to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(h) The City represents that not more than fifty percent (50%) of the proceeds of any new money portion of the Certificates was invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expected at the time each issue of the Refunded Certificates was issued that at least eighty-five percent (85%) of the spendable proceeds of the Certificates or the Refunded Certificates would be used to carry out the governmental purpose of such Certificates within the corresponding three-year period beginning on the respective dates of the Certificates or the Refunded Certificates.

(i) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no

errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty.

(j) The City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(k) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.

(l) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148 10(a) of the Regulations). Without limiting the foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(m) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Issue Date and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the Issue Date, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(n) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder, and may be relied upon by the Certificate holder and any subsequent Certificate holder and bond counsel to the City.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 7.4 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 7.5: Reserved.

Section 7.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, the Mayor Pro-Tem, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be

reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 8.2: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes granted by the City under Section 5.1 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 5.1 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8.3: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.4: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to

the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.5: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.6: Further Proceedings. The Mayor, Mayor Pro-Tem, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.7: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.8: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Certificates by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council

Section 8.9: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.10: Official Statement. The City Council hereby approves the form and content of the Preliminary Official Statement and the Notice of Sale prepared for the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bid Form and other relevant matters. The use of such Official Statement in the reoffering of the Certificates by the Purchaser is hereby approved and authorized.

Section 8.11: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.12: Continuing Disclosure Undertaking. (a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all

quantitative financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.10 of this Ordinance under **Tables number 1 through 6, and 8 Through 20, and in APPENDIX “B”**. The City will update and provide this information within six months after the end of each fiscal year.

If the City changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC, as permitted by the SEC Rule. The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited statements become available. Any such financial statements will be prepared in accordance with the accounting principals described in APPENDIX B or such other accounting principals as the City may require to employ from time to time pursuant to State law or regulation.

(b) Material Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.
- (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (xvi) 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.

For the purposes, any event described in the proceeding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding Under States Bankruptcy Code or 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 City, 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 order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

For the purposes, any event described in the proceeding paragraphs (xv) and (xvi) - the City intends the words used in paragraphs (xv) and (xvi) and the definition of Financial Obligations in this Section to have the same meanings as when they are used in Rule and SEC Release No. 34-83885, dated August 20, 2018

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

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

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

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

No default by the City 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 City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions 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. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

Section 8.13: No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

Section 8.14: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

[signature page follows]

PASSED AND APPROVED this April 1, 2019 at _____ a.m. / p.m.

CITY OF SEAGOVILLE, TEXAS

Mayor

ATTEST

City Secretary

(SEAL)

Exhibit A – Form of Certificate
Exhibit B – Paying Agent/Registrar Agreement
Exhibit C - Bid Form

EXHIBIT A

FORM OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF SEAGOVILLE, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM SUPPLUS REVENUE
CERTIFICATE OF OBLIGATION, SERIES 2019

NUMBER DENOMINATION
¹R- \$ _____
REGISTERED REGISTERED

²INTEREST RATE: ²MATURITY DATE: DATED DATE: ²CUSIP:
February 15, ____ April 1, 2019

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

³THE CITY OF SEAGOVILLE, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Certificate at the principal corporate trust office of UMB Bank, N.A. or its successor (the “Paying Agent/Registrar”), the principal amounts identified above (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months,

¹ Initial Certificate shall be numbered I-1.

² Omitted from initial Certificate.

³ The first sentence of the initial Bond shall read as follows:

THE CITY OF SEAGOVILLE, TEXAS, a municipal corporation of the State of Texas (the “City”), for value received, hereby promises to pay to the Registered Owner identified above or its registered assigns, on September 1 of the year of maturity specified below (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), upon presentation and surrender of this Certificate at the office of UMB Bank, N.A., or its successor (the “Paying Agent/Registrar”), the principal amount identified set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from the Section 3.3 of the Certified Ordinance] payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.

from the later of the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on February 15 and August 15, beginning on February 15, 2020, mailed to the registered owner of record as of the close of business on the last business day of the month next preceding each interest payment date.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") in the aggregate principal amount of \$_____ issued pursuant to an ordinance adopted by the City Council of the City on April 1, 2019 (the "*Ordinance*") for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) the acquisition of a public radio communication system (ii) the design and construction of street and roadway improvements within the City, including the road, street, sidewalks, curb, drainage and related improvements and (iii) the payment of professional services rendered in connection with the above listed projects.

⁴THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Certificates maturing on and after February 15, 20__, in whole or in part, on February 15, 20__, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of

⁴ In the initial Certificate, this paragraph shall read as follows:

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.

redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the

Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor, countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF SEAGOVILLE, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

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

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____,
as Paying Agent/Registrar

By _____
Authorized Signature

Date of Authentication: _____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

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

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer such Certificate on the books
kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

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

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Certificate in every particular, without any alteration, enlargement or change whatsoever.

* * *

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

See Tab __

EXHIBIT C

Bid Form

See Tab __

Regular Session Agenda Item: 4

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Discuss and approve a Resolution of the City of Seagoville, Texas approving the Project Specific Agreement regarding the paving and drainage improvements of Malloy Bridge Road from US Highway 175 to Crestview Lane, which is made pursuant to a Master Agreement governing major capital transportation improvement projects, in an amount not to exceed three hundred thousand dollars and no cents (\$300,000); authorizing the City Manager to execute the Agreement on behalf of the City of Seagoville; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville entered into a Master Agreement on January 10, 2012 with Dallas County (Commissioners Court Order 2012-0083) for the purpose of transportation improvements on roads inside Dallas County.

Chapter 971 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects. This Project Specific Agreement (PSA) with Dallas County meets the aforementioned legal requirements and has been approved by the City Attorney.

The City is planning to make extensive improvements to Malloy Bridge Road from its intersection with US Highway 175 to its intersection with Crestview Lane by removing the existing asphalt and replacing the roadway surface with concrete. The City's contract engineering firm will design the roadway improvements and the City will be in a position to fund the project when the 2019 Certificate of Obligation Bonds are funded. The total cost of this project is estimated to be \$900,000 including engineering. Dallas County will reimburse the City up to \$300,000 for construction and engineering costs associated with this project. All costs except the Dallas County reimbursement are estimates.

Staff is requesting City Council approval of the attached PSA with Dallas County. The engineering PSA and construction bid will be presented to the City Council at a later date.

FINANCIAL IMPACT:

The City will need to book \$300,000 for matching funds for this project (C.O. funded).

EXHIBITS:

- Exhibit A. Resolution
- Exhibit B PSA Dallas County
- Exhibit C Draft concept drawing of the project limits.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE PROJECT SPECIFIC AGREEMENT REGARDING THE PAVING AND DRAINAGE IMPROVEMENTS OF MALLOY BRIDGE ROAD FROM US HIGHWAY 175 TO CRESTVIEW LANE, WHICH IS MADE PURSUANT TO A MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF SEAGOVILLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about January 10, 2012, the City Council for the City of Seagoville, Texas entered into a Master Agreement with Dallas County for the purpose of transportation improvement on roads inside Dallas County; and

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE and TEXAS TRANSPORTATION CODE, Chapters 251 and 472, provide authorization for local governments to contract with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects; and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement ("PSA") to the Master Agreement, under which Dallas County shall provide partial funding for a duly qualified project consisting of the paving and drainage improvements on Malloy Bridge Road beginning at US Highway 175 and ending at Crestview Lane, located within the territorial limits and jurisdiction of the City of Seagoville; and

WHEREAS, upon full review and consideration of the PSA and all matters related thereto, the City council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Seagoville.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. The Project Specific Agreement between Seagoville and Dallas County, for the purpose of paving and drainage improvements on Malloy Bridge Road beginning at US Highway 175 and ending at Crestview Lane in the amount of Three Hundred Thousand Dollars (\$300,000.00), a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

SECTION 2. The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign the Project Specific Agreement attached hereto as Exhibit "A" on behalf of the City.

SECTION 3. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 18th day of March 2019, at which a quorum was present, and for which due notice was given.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(:cdb 03.14.2019)

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Seagoville, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on the Malloy Bridge Road MCIP Project 31601 from US 175 to Crestview Lane, hereinafter called "Project."

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager;

WHEREAS, City and County entered into a Master Agreement on January 10, 2012 by Commissioners Court Order 2012-0083, for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2012-0083 dated January 10, 2012, and additions thereto as incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment "A."
3. Current Cost Estimates and Funding Sources attached and incorporated herein as Attachment "B."
4. Project Location Map, which is attached and incorporated herein as Attachment "C."

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties for MCIP eligible public transportation infrastructure improvements within the City of Seagoville, Texas. The Project is defined as Malloy Bridge Road from US 175 to Crestview Lane, MCIP Project 31601, as more specifically described in Attachment "A," Project Scoping Sheets, which show the proposed paving and drainage improvements to occur on the Project. This project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.

Agreements

County and City Responsibilities

1. City will be the Lead Agency for the Project.
2. City and County mutually agree that the Project limits are from US 175 to Crestview Lane, as shown in Attachment "A."
3. The agreed upon Standard Basic Project Design for the Project is as defined in the Project Scoping Sheets, Attachment "A." Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity; Paving and Drainage

Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

4. County and City shall execute the necessary agreements for the completion of the Project mutually agreed upon and incorporated herein by this PSA.
5. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
6. The Project may require the acquisition of right-of-way which is, specifically, all real property needed or convenient for transportation and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and the County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency, and shall be funded as part of the Project costs. All property acquired shall be free and clear of all encroachments. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
7. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
8. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
9. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

Article VII.

City Responsibilities

1. City shall provide project management of the Project from the commencement of planning to completion of construction. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City will accomplish all tasks and responsibilities of the Lead Agency for this Project as set forth in the Master Agreement. City will provide project management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.

3. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
4. This PSA is City approval of the preferred alignment, proposed estimated budget and funding, and City has committed to meet Project funding for each milestone.
5. City shall use total funding committed by City and County solely for the purpose of eligible Project Costs.
6. City shall inform County of all Project activity and approvals.
7. City shall provide a final accounting of Project Costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the Auditor to verify Project Costs.
8. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state and federal law.
9. City shall coordinate any necessary utility adjustments for construction of the Project.
10. If necessary, City shall execute the necessary agreements for the acquisition of right-of-way and any utility relocation as required herein.
11. City will work to ensure design and construction is completed in a timely and effective manner.
12. City shall allow the County an opportunity to review and comment on the design plans, change orders and amendments.
13. City shall be responsible for maintaining the transportation improvements, roadway, grading area, drainage structures, striping, and signage after the Project is complete.

Article VIII.

County Responsibilities

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and comment on plans, change orders and amendments.
3. The review of, comments to, and approval or acceptance of work performed by City, its contractors or subcontractors' work by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article IX.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Opinion of Probable Construction Cost (OPCC) of the Project as determined by the design engineer is estimated to be Six Hundred Thousand Dollars and no cents (\$600,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Thousand Dollars and no cents (\$300,000.00), reduced by all County in-house delivery costs (IHPD) estimated to be Twenty Thousand Dollars and no cents (\$20,000.00).

2. The City agrees to provide funding to this Project in the amount not to exceed Three Hundred Thousand Dollars and no cents (\$300,000.00).
3. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
4. City agrees, within thirty (30) days of notification by the County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of each Project milestone as determined by the County. The County will pay Project costs as invoiced by the City.
5. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated total Project cost. The County has no further obligations to the City. City agrees that the funding received is contingent upon Dallas County Commissioners Court approval and funding and that the City is responsible for the payment of all Project financial obligations.

Article X.

Miscellaneous

1. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
2. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
3. Applicable Law and Venue. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
4. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Seagoville
Pat Stallings
City Manager
702 N. Hwy. 175
Seagoville, Texas 75159

- Either party may change its address for notice by giving the other party notice thereof.
5. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
 6. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
 7. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
 8. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
 9. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 10. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
 11. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
 12. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.
 13. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
 14. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and County.

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2019.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2019.

(the remainder of this page intentionally left blank)

County of Dallas

City of Seagoville

Clay Lewis Jenkins, County Judge

By:

Title: _____

Date

Date

Approved as to Form*:

Attest:

John Creuzot
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

City Secretary / Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

LEAD AGENCY: City of Seagoville

LEAD AGENCY'S PROJECT MANAGER: Pat Stallings

CONTACT INFORMATION: 972-287-6807, pstallings@seagoville.us

PROJECT LIMITS: US 175 to Crestview Ln.

PROJECT LENGTH: 1000' +/-

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: City of Seagoville, NCTCOG

R.O.W. WIDTH

Existing: 80' - 100'

Proposed: 80' - 100'

PAVEMENT WIDTH

Existing: 50' +/-

Proposed: 50' +/-

NO. of lanes proposed: 4 undivided

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 2%

MAXIMUM: 2%

MEDIANS

MEDIAN WIDTH: N/A

ANY MID BLOCK OPENINGS TO CONSIDER? YES NO

ANY SIDE STREETS TOO CLOSE FOR OPENINGS? YES NO

STANDARD TURN LANE WIDTH: N/A

STANDARD NOSE WIDTH: N/A

PARKWAY:

PROPOSED WIDTH: 15' +/-

PROPOSED SIDEWALK WIDTH: 6'

PARKWAY CROSSFALL SLOPE MAXIMUM: 6:1 outside ditches

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed YES NO

Any deep cuts, high fills? YES NO

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

VERTICAL GRADE:

MINIMUM 0.50%

MAXIMUM 1.00%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES NO

OFFSET FROM CENTER? YES NO If yes, what distance? _____

ON BRAND NEW ALIGNMENT? YES NO

LEFT TURN LANES? YES NO

If yes, are turn lanes designated or continuous? DESIGNATED CONTINUOUS

MINIMUM LENGTH N/A

MINIMUM STORAGE N/A

WIDTH 12'

ANY DUAL LEFT LANES? YES NO

ANY FREE RIGHT TURN LANES? YES NO

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

NOTE: IF CURRENT CROSSINGS IS NOT USED, IS ABANDONMENT AN OPTION?

YES NO N/A

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD H20

BUS AND HEAVY TRUCK TRAFFIC? YES NO

ROADWAY CLASSIFICATION Type A Major Thoroughfare

MINIMUM PAVEMENT STRUCTURE THICKNESS 8" or as designed

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 6" or as designed

DESIGN SPEED 40 mph

POSTED SPEED 30 mph

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) N/A

MAXIMUM COMMERCIAL GRADE (%) 5%

MINIMUM COMMERCIAL DRIVEWAY WIDTH Existing

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 30'

PAVEMENT THICKNESS 8" or existing

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) N/A

MINIMUM COVER FOR LATERALS N/A

BRIDGES/ BOX CUVERTS INVOLVED? YES NO
If yes, specify involvement: BRIDGE(S) BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION? YES NO
If yes, how many feet of freeboard are required? _____

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS YES NO

ADA PERMIT YES NO

CLOMR YES NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES NO

If yes, please document below:

TxDOT in TxDOT ROW

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

UTILITIES

LIST OF ALL KNOWN UTILITIES:

Oncor, Atmos, Telephone, Cable

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve Stations) FOR OUR UTILITY PARTNERS:

ARE UTILITIES ON EXISTING STREET R.O.W.? YES NO

DOES UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES NO If yes, please describe below

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES NO

ANY UNUSUAL CONSIDERATIONS? YES NO If yes, please document below

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT: YES NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES? YES NO

If yes, please define below

ANY NON-CONFORMING ISSUES?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
R.O.W. MAP NEEDED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
FIELD NOTES NEEDED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
R.O.W. PLATS NEEDED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
RELOCATION ASSISTANCE INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PARKING/LOSS OF PARKING CONSIDERATIONS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
HISTORICAL SITE CONSIDERATONS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? City of Seagoville, NCTCOG

ORDER OF PRECEDENCE City of Seagoville, NCTCOG

AUXILIARY LANES?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PROVISIONS FOR FUTURE WIDENING?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
LANDSCAPING?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
STAMPED/COLORED CONCRETE?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
IRRIGATION?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
BRICK PAVERS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

If yes, please define location(s):

STREET LIGHTING?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
TRAFFIC SIGNALS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
PAVEMENT MARKINGS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BIKE LANES (EXTRA WIDTH)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/> If yes, specify width: _____
NEW SIDEWALKS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
BUS TURNOUTS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

BUS STOPS OR BUS SHELTERS? YES NO

WATER UTILITY BETTERMENTS? YES NO

WATER UTILITY RELOC.? YES NO

SAN. SEWER BETTERMENTS? YES NO

SAN. SEWER RELOC.? YES NO

RETAINING WALLS? YES NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

SOD, SEEDING, TOPSOIL?

SOD SEEDING TOPSOIL OTHER: _____

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS? YES NO N/A

GRADE SEPARATIONS? YES NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES NO

If yes, please specify facility(ies) below

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES NO

If yes, please list the special consideration(s) below

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

PUBLIC MEETING REQUIRED? YES NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

YES NO N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?

CITY COUNTY N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC MEETINGS OR WHERE THE MEETINGS
WERE HELD:

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Malloy Bridge Road- US 175 to Crestview Ln.

MCIP Project No: 31601

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

ADDITIONAL REMARKS

ATTACHMENT "B"
Dallas County Capital Improvement Program
Project Specific Agreement

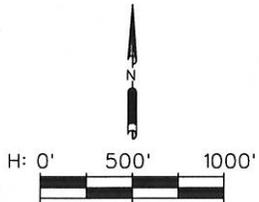
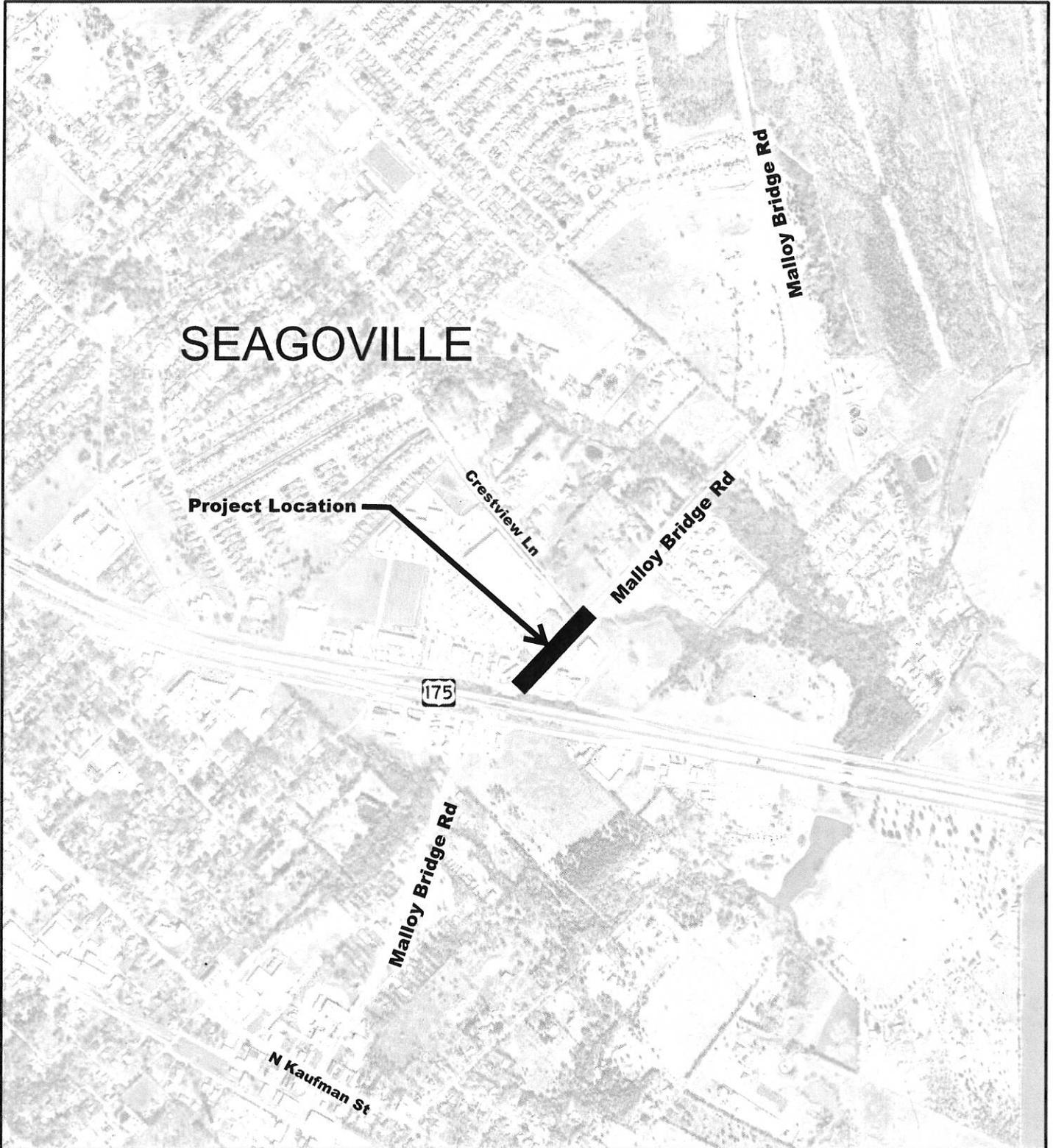
CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Malloy Bridge Road-US 175 to Crestview Lane
MCIP 31601

Estimated Project Cost	
Estimated Construction Cost	\$580,000.00
Dallas County IHPD Costs	\$20,000.00
Total	\$600,000.00
Funding Sources	
City of Seagoville	\$300,000.00
Dallas County*	\$300,000.00
Total	\$600,000.00

*Dallas County not-to-exceed amounts for construction is \$280,000.00 and IHPD is \$20,000.00.

Attachment C



Project Location Map

MALLOY BRIDGE ROAD

MCIP 31601
US 175 to Crestview Ln

Regular Session Agenda Item: 5

Meeting Date: **April 1, 2019**

ITEM DESCRIPTION:

Discuss and consider a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eight cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date.

BACKGROUND OF ISSUE:

The City is a member of a 162-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution authorizes the continuation of the City's membership and approves the assessment of an eight cent (\$0.08) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the City. The Steering Committee, which has been in existence since the late 1980's and taking formal structure in the early 1990's, has been the primary public interest advocate before the PUC, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. The per capita assessment set forth herein is a fair method for the members to bear the burdens associated with the benefits received from membership.

Staff recommends approval.

FINANCIAL IMPACT:

\$1,337.20

EXHIBITS:

Resolution

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF EIGHT CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("City") is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC ("Oncor") within the municipal boundaries of the City; and

WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of the municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2018 meeting set a budget for 2019 that compels an assessment of eight cents (\$0.08) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provisions of electric utility service and the rates to be charged, it must assess its members for such costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Seagoville and protect

the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

Section 2. The City is further authorized to pay its assessment to the Steering Committee of eight cents (\$0.08) per capita based on the population figures for the City shown in the latest TML Director of City Officials.

Section 3. A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite Street, Suite #300, Arlington, Texas 76010.

Section 4. This resolution shall take effect from and after its passage as the law and the City Charter in such cases provides.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 1st day of April 2019, at which a quorum was present, and for which due notice was given, by a vote of _____ ayes and _____ nays.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(:cdb 03.25.2019)

Regular Session Agenda Item: 6

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Title 1, "General Ordinances", Chapter 3, "Administration and Personnel", Article 3.04, "Boards and Commissions" Division 1, "Generally" by adding Section 3.04.001, "Criminal History Checks of Board and Commission Applicants"; providing for a savings clause; providing for resolution of conflicts with prior Ordinances; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

On Monday, March 18, 2019 Council requested the City Attorney to prepare an Ordinance to allow for criminal history checks on Boards and Commissions Applicants to ensure compliance with the City Charter. Upon adoption of such Ordinance Staff will revise the Boards and Commissions Application accordingly.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING TITLE 1, "GENERAL ORDINANCES", CHAPTER 3, "ADMINISTRATION AND PERSONNEL", ARTICLE 3.04, "BOARDS AND COMMISSIONS", DIVISION 1, "GENERALLY" BY ADDING SECTION 3.04.001, "CRIMINAL HISTORY CHECKS OF BOARD AND COMMISSION APPLICANTS"; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR RESOLUTION OF CONFLICTS WITH PRIOR ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville finds it necessary and in the public interest to require all applicants for City boards, commissions, and committees to consent to criminal background checks at the time applications are submitted to the City for consideration.

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

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

SECTION 2. That Title 1 of the Code of Ordinances "General Ordinances", Chapter 3 "Administration and Personnel", Article 3.04 "Boards and Commissions", Division 1 "Generally" is hereby amended to add a new Section 3.04.001 "Criminal Background Checks of Board and Commission Applicants" to read as follows:

Sec. 3.04.001 Criminal History Checks of Board and Commission Applicant.

- (a) Any person making application for appointment to a position on any board, commission, agency, or committee to which the city council has the final authority to make such appointment shall consent to a criminal history check prior to consideration of the person's application.
- (b) Failure to consent to a criminal history check as required by this section shall be grounds for disqualification for consideration for appointment by the city council.
- (c) The City shall cause a criminal history check to be conducted on each applicant for appointment to a position described in subsection (a) of this section. If upon review of a criminal history check an applicant is found to have been finally convicted of any of the following offenses from which the applicant has not been pardoned or otherwise released from the resulting disabilities, the applicant shall not be considered for appointment:
 - (1) a felony;

- (2) a class A misdemeanor;
- (3) a misdemeanor classified as an offense against a person;
- (4) a misdemeanor classified as an offense against public administration or official misconduct;
- (5) a misdemeanor classified as an offense against public order or decency;
- (6) a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance; or
- (7) any offense involving moral turpitude.

(d) The provisions of this section are administrative in nature and not subject to criminal penalties.

SECTION 3. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

SECTION 4. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Seagoville and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 5. This ordinance shall take effect from and after its passage and the publication of the caption of said ordinance as the law and the City Charter in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 1ST OF APRIL, 2019.

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(TM106845 032019)

Regular Session Agenda Item: 7

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 8

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 9

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- (A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation.
- (B) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.
- (C) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 10

Meeting Date: April 1, 2019

ITEM DESCRIPTION:

Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

(A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation.

(B) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.

(C) Section § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A