



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, APRIL 5, 2021**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Update concerning Fire Department Operations**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation – Public Safety Telecommunicators Week

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.*

1. Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. §551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: “Project Salad.”**

B. § 551.071. Consultation with City Attorney: receive legal advice to wit: “Campbell Creations, LLC.”

2. Reconvene Into Regular Session

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

A. §551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: “Project Salad.”

B. § 551.071. Consultation with City Attorney: receive legal advice to wit: “Campbell Creations, LLC.”

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

3. Consider approving City Council Meeting minutes for March 15, 2021 (City Secretary)

4. Discuss and consider approving 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 six cents (\$0.06) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC (Director of Administrative Services)

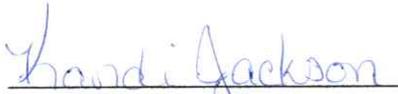
REGULAR AGENDA-

5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District and Tax Increment Reinvestment Zone Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide Consultant Services for the Santorini Public Improvement District and Tax Increment Reinvestment Zone in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit “A” attached hereto and incorporated herein; authorizing the City Manager to execute the Agreement and any other necessary documents; and providing for an effective date (City Attorney)

- 6. Discuss and consider approving an Ordinance Authorizing the Issuance of City of Seagoville, Texas Certificates of Obligation, Series 2021; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such certificates and matters incident thereto (Finance Director)**
- 7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, by amending the personnel costs and authorized positions in the Community Development Parks Department to provide an additional \$26,912.50 appropriation for the creation and funding of Four (4) Part-Time Maintenance Workers from the General Fund Balance; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (City Manager)**
- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, opposing Texas Senate Bill SB234 and Texas House Bill HB749; and providing an effective date (City Attorney)**
- 9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying and approving the Seagoville Economic Development Corporation's purchase and installation of electrical service and four (4) new piers with LED Pole Lights at Freedom Park from Groves Electrical Service, Inc. in an amount not to exceed Twenty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$26,450.00), as set forth in Exhibit "A" attached hereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 10. Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development expenditure to C&M Concrete in an amount not to exceed Eleven Thousand Four Hundred Sixty-Six Dollars and No Cents (\$11,466.00), as set forth in Exhibit "A" attached hereto, for the purposes of constructing a Texas Accessibility Standards Compliant parking area at 108 North Railroad, Seagoville, Texas; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 11. Receive an update concerning Crestview Lane (Community Development Director)**
- 12. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 13. 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.**

Adjourn

Posted Thursday, April 1, 2021 by 5:00 P.M.



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 19, 2021 Regular City Council Meeting**
- **Monday, May 3, 2021 Regular City Council Meeting**
- **Monday, May 17, 2021 Regular City Council Meeting**
- **Monday, June 7, 2021 Regular City Council Meeting**

PROCLAMATION

Of the Mayor Of the City of Seagoville, Texas

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services;

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property; and

WHEREAS, Public Safety Telecommunicators work for the most part ‘behind the scenes’, where they support the work of the first responders, fire, police and emergency medical personnel.

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Seagoville Communications Center; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, each Public Safety Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Seagoville, Texas, **the week of April 11 through 17, 2021, to be National Public-Safety Telecommunications Week** in Seagoville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Seagoville to be affixed on this 5th day of April, 2021.

Mayor Dennis K. Childress

Executive Session Agenda Item: 1

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Salad."

- B. § 551.071. Consultation with City Attorney: receive legal advice to wit: "Campbell Creations, LLC."

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 2

Meeting Date: April 5, 2021

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 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Salad."
- B. § 551.071. Consultation with City Attorney: receive legal advice to wit: "Campbell Creations, LLC."

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Consent Session Agenda Item: 3

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for March 15, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for March 15, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

March 15, 2021 Work Session Meeting Minutes
March 15, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
MARCH 15, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, March 15, 2021, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	Arrived at 6:52 p.m.

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Library Director Liz Gant, Public Works Director Chris Ryan, Director of Health & Code Jimmy Stephens, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

City Manager Stallings stated this item will be skipped because the items on the agenda need to be heard during Regular Session.

B. Receive an update concerning Senior Center Services (Library Director)

Library Director Gant updated Council concerning Senior Center Services since the start of the pandemic and through the winter storm.

C. Receive an update concerning Stormwater and Wastewater Awareness (Director of Health & Code)

Director of Health & Code Stephens provided an update concerning Stormwater and Wastewater Awareness. He provided photos and explained how to report violations.

Adjourned at 6:53 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
MARCH 15, 2021**

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 15, 2021, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Public Works Director Chris Ryan, Finance Director Gail French, Director of Health and Code Jimmy Stephens, 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.*

Mayor’s Report – *Mayor Childress extended an invitation to Bethel Baptist Church for a Chuckwagon Breakfast and Men’s Conference on Saturday, March 20, 2021 beginning at 8:00 a.m.*

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 1, 2021 (City Secretary)

Motion to approve City Council Meeting minutes for March 1, 2021 – Epps, seconded by Howard; motion passed with all ayes. 4/0

REGULAR AGENDA-

2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc for the purpose of providing Professional Engineering Services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in an amount not to exceed One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$114,675.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Public Works Director)

Public Works Director Ryan explained this Resolution approves an Agreement with Halff Associates, Inc. to provide Professional Engineering Services for the relocation of the sewer main line at 303 East Malloy Bridge Road and the right of way acquisition services. He stated a house existed there about six (6) or seven (7) years ago and it was demolished. He stated a new house was built in the same place on the same parcel of land which happened to be on top of the sewer main line.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc for the purpose of providing Professional Engineering Services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in an amount not to exceed One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$114,675.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to provide an additional appropriation from the fund in the amount of \$114,675 for Engineering Services relating to a project to relocate the sewer main line at 303 East Malloy Bridge Road and related right of way acquisition services; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Interim Finance Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to provide an additional appropriation from the fund in the amount of \$114,675 for Engineering Services relating to a project to relocate the sewer main line at 303 East Malloy Bridge Road and related right of way acquisition services; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 4/0

4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to add an additional appropriation of \$54,200 from the fund EPA mandated actions; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Interim Finance Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to add an additional appropriation of \$54,200 from the fund EPA mandated actions; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

5. Discussion concerning American Rescue Plan Funding (Director of Health & Code)

Director of Health & Code Stephens provided information to City Council concerning American Rescue Plan Funding. He explained this funding is still in the early stages. He stated the City of Seagoville will be dealing directly with the State of Texas concerning the funding and the stipulations for the expenditure of the funds.

6. Discuss and consider appointing an elected public official to serve on the Board of Directors for STAR Transit (City Secretary)

City Secretary Jackson stated STAR Transit informed the City of Seagoville of a vacancy for Place 3 on their Board of Directors. She stated the entire service area for STAR Transit, which includes the City of Seagoville, was invited to nominate candidates. She stated STAR Transit will review all submitted applications and make a recommendation at their Board Meeting. She also stated STAR Transit requested a primary and an alternate candidate from anyone making a nomination.

Mayor Pro-Tem Epps stated he would like to nominate Councilmember Fruin. Councilmember Howard stated he would serve as the alternate.

7. Conduct a public hearing on a request for changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 19, 2021, to allow for a temporary batch plant, on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas (Community Development Director)

Mayor Childress opened the public hearing at 7:20 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:20 p.m.

8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, for Temporary Concrete Batch Plant use subject to special conditions on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas; providing for an approved site plan, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, for Temporary Concrete Batch Plant use subject to special conditions on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas; providing for an approved site plan, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 4/0

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

Councilmember Magill stated he received several calls from citizens concerned about the Fire Department having issues with the fire hydrant at the fire that happened on Shady.

10. 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.

Adjourned at 7:22 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 4

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving 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 six cents (\$0.06) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

BACKGROUND OF ISSUE:

The City of Seagoville 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. The Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within the City. For the Steering Committee to continue its participation in these activities, which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, 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 Electric Delivery Company, LLC 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. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

The \$0.06 per capita rate is \$0.01 less than the 2020 rate of \$0.07 per capita.

FINANCIAL IMPACT:

\$1,012.68

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-21

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 SIX CENTS (\$0.06) PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Seagoville 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 of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of 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; 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 2020 meeting set a budget for 2021 that compels an assessment of six cents (\$0.06) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision 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 six cents (\$0.06) per capita based on the population figures for the City shown in the latest TML Directory 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 St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 5th day of April, 2021, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Seagoville, Texas.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(REV. cdb 03/25/21)

Regular Session Agenda Item: 5

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District and Tax Increment Reinvestment Zone Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide Consultant Services for the Santorini Public Improvement District and Tax Increment Reinvestment Zone in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit "A" attached hereto and incorporated herein; authorizing the City Manager to execute the Agreement and any other necessary documents; and providing for an effective date.

BACKGROUND OF ISSUE:

The City Attorney, Victoria Thomas and Accounting Analyst, Katie Pennington will present information to Council.

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PUBLIC IMPROVEMENT DISTRICT AND TAX INCREMENT REINVESTMENT ZONE ADMINISTRATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND P3WORKS, LLC TO PROVIDE CONSULTANT SERVICES FOR THE SANTORINI PUBLIC IMPROVEMENT DISTRICT AND TAX INCREMENT REINVESTMENT ZONE IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, DESCRIBED THEREIN AS PROVIDED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville desires to enter into an agreement with P3Works, LLC (“Consultant”) for consultant services for the Santorini Public Improvement District and Tax Increment Reinvestment Zone; and

WHEREAS, the City Council of the City of Seagoville believes it is in the best interest of the City and its citizens to approve said agreement.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the Public Improvement District and Tax Increment Reinvestment Zone Administration Services Agreement by and between the City of Seagoville, Texas and P3Works, LLC, for the consultant services for the Santorini Public Improvement District and Tax Increment Reinvestment Zone, as provided in Exhibit ‘A’, attached hereto and incorporated herein (the “Agreement”).

SECTION 2. That the City Council of the City of Seagoville hereby authorizes the City Manager to execute the Agreement and any necessary documents to give effect to the same.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas, on the 5th day of April, 2021.

**CITY OF SEAGOVILLE, TEXAS
APPROVED:**

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(032421vwtTM121364)

EXHIBIT A
(Agreement with P3Works)

ARTICLE I
Term; Termination

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for a period of three (3) years. Thereafter the term of this Agreement shall automatically renew for successive terms of one year each, unless sooner terminated as provided herein.

1.2 Notwithstanding any other provisions of this Agreement, either Party may terminate this Agreement without cause at any time by providing sixty (60) days prior written notice to the other Party. In the event of termination City shall pay P3Works, within thirty (30) days of such termination, all of P3Works’ fees and expenses accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE II
Scope of Services

2.1 P3Works shall provide Public Improvement District administrative services and Tax Increment Reinvestment Zone administrative services to the City related to the administration of the District and the Zone as set forth in the Scope of Services

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.4 P3Works shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

2.5 Should any errors caused by P3Works be found in any services or work products, P3Works will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

2.6 As part of the work and services to be performed, P3Works shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City; and shall make such final reports as may be required by the City concerning the work and services performed.

2.7 The City shall provide access to all documents reasonably necessary to the performance of P3Works’ duties under this Agreement. All such documents shall remain the property of the City. P3Works shall not use or disclose information concerning the City to third parties without prior written consent of the City.

2.8 P3Works may not disclose non-public information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the

foregoing, City shall have full access to all information relating to work and services performed by P3Works under this Agreement.

ARTICLE III Payment Terms and Conditions

3.1 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in the Scope of Services, beginning on the Effective Date. Once assessments have been levied, the Basic District Administration Services Monthly Collection Fees will begin, and then the February 1, following the levy of assessments, and each February 1 thereafter, the Monthly Fees may increase with the prior written approval of the City.

3.2 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works within thirty (30) days after receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup; and P3Works shall not incur any expense in excess of \$200.00 without prior written consent of the City.

3.4 The only source of payment for P3Works' District fees and services shall be the District or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer of the District to pay such fees and costs.

3.5 The only source of payment for P3Works' Zone fees and services shall be the TIF Fund or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the Zone. In the event there is insufficient Zone funds in a given year to pay P3Works' Zone fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient TIF funds or funds advanced by the developer of the District to pay such fees and costs.

ARTICLE IV General Provisions

4.1 This Agreement including any exhibits supersedes any other agreements, either oral or written, between the Parties hereto with respect to rendering of services by P3Works for the City and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.2 This Agreement shall be governed by the laws of the State of Texas without regard to choice of law rules. Exclusive venue for any action shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court. This Agreement shall not be construed for or against any Party by reason of who drafted the provisions set forth herein.

4.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

4.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit B upon execution of the Agreement.

4.5 The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

4.6 All records, reports, and other documents excepted as noted in Section 4.7, prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City upon written request. P3Works shall maintain such records for a period of four (4) years after termination of this Agreement.

4.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

4.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.9 Should either Party commence any legal action or proceeding against the other based upon this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs.

4.10 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

If to City, to:

City of Seagoville, Texas
Attn: Patrick Stallings
702 US Hwy 175 Frontage Rd.
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard Street Suite 1800
Dallas, Texas 75201

If to P3Works, to:

P3Works, LLC
Attn: Mary V. Petty
Managing Partner
P3Works, LLC
9284 Huntington Square Ste 100
North Richland Hills, TX 76182

4.11 The Parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective Parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

4.12 Indemnification.

P3WORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE P3WORKS, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE P3WORKS EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE P3WORKS'S LIABILITY. THE P3WORKS'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY P3WORKS UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4.13 Insurance.

(a) P3Works shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the “City”) relating to the work and services provided by the P3Works pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by P3Works, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of P3Works’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in claims maintained two years past project completion, covering negligent acts, errors and omissions by P3Works, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy except to the Professional Liability policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the P3Works shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. P3Works shall provide written notice to City of any cancellation, non-renewal, and or changes to the Professional Liability Policy required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the P3Works shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the P3Works shall within ten (10) business days after written

request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to P3Works by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

4.14 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

4.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

4.16 Independent Contractor. It is understood and agreed by and between the Parties that the P3Works, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by P3Works pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. P3Works shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

4.17 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.18 Prohibition of Boycott Israel. P3Works verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED on this _____ day of _____, 2021.

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings, City Manager

Approved as to form:

Victoria W. Thomas, City Attorney
(032421vwtTM121358)

EXECUTED on this _____ day of _____, 2021.

P3WORKS, LLC

By: _____
Mary V. Petty, Managing Partner

EXHIBIT A
SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates. Increased hourly rates must be approved by City.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and review the plan of finance for the proposed transaction with City Financial Advisor, including
 - o Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
 - o Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
 - o Bond sizing and bond phasing by improvement area,
 - o Sources and uses of funds by improvement area,
 - o Debt service schedules, and;
 - o Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the City and the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

monthly collection fees will begin once assessments are levied

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter.

(Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.

9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector

Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES

\$7,500 One Time Lump Sum Fee

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.
4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT SERVICES

Billed at P3Works' prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates. Increased rates must be approved by the City.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the developer of the District to complete.
2. P3Works will request from developer of the District the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.

2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City’s designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID/TIRZ Boundary

1. Participate in meetings or calls at City Manager’s, or designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

TAX INCREMENT REINVESTMENT ZONE SERVICES TO BE PROVIDED when requested by the City

TIRZ FORMATION, PRELIMINARY AND FINAL PROJECT AND FINANCE PLAN PREPARATION SERVICES

Billed at P3Works · prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

P3orks' hourly rare s may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles with approval of the City.

1. At the direction of Staff facilitate presentations to the Council and the TIRZ Board.
2. Estimated annual TIRZ Credit by lot type for each improvement area.

Preparation of Final Project Plan

1. P3Works will if requested by the City to prepare a Final Project and Finance Plan ("FPFP") to be adopted by the TIRZ Board and the City Council and included in the Official Statement for the PID Bonds based on the Plan of Finance.
2. P3Works will present the FPFP to the Council after conducting all necessary steps for public hearings and notifications and request approval of TIRZ FPFP.

Bond Issuance Support

1. P3Works will ensure bond documents, including the bond indenture and official statement are all consistent with the TIRZ FPFP.
2. P3Works will provide ad-hoc analysis as requested by the City and underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.
2. If requested by the City, P3Works will respond to any calls and/or emails relating to the TIRZ.
3. P3Works will only provide technical answers relating to the annual TIRZ Credit or the TIRZ generally.
4. P3Works will not provide any commentary on City policy relating to TIRZs.

BASIC ZONE ADMINISTRATION SERVICES when requested by the City

Billed at P3Works' prevailing hourly rates, which are currently as set forth below. Any increased rates must be approved by the City.

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

Preparation of the Annual Report to be filed with the applicable state agencies and then presented to the TIRZ Board and City Council for approval.

Prepare Annual Report

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for TIRZ improvements
2. Update Annual Report as necessary to account for any changes in development plan or land uses.
3. Identify parcel subdivisions, conveyance to owners' associations, changes in land use, and any other information relevant to anticipated estimate of Tax Increment to be generated.
4. Calculate annual TIRZ Credit for the PID for each parcel.
5. Present preliminary Annual Report to TIRZ Board. Upon approval by TIRZ Board, submit final Annual Report to the applicable state agencies.

EXHIBIT B
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

_____, 2021

Patrick Stallings
City Manager
702 US Hwy 175 Frontage Road
Seagoville, TX 75159

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 2021, that the City of Seagoville (the "City") has engaged and is represented by Hilltop Securities, Inc., an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty

Managing Partner

P3Works, LLC

Jon Snyder

Managing Partner

P3Works, LLC

Regular Session Agenda Item: 6

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance Authorizing the Issuance of City of Seagoville, Texas Certificates of Obligation, Series 2021; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such certificates and matters incident thereto.

BACKGROUND OF ISSUE:

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) construction of a replacement police station (which also contains related support services) to be located at E. Simonds Road and E. Farmers Road, including purchase of materials, supplies, equipment, machinery and rights-of-way in relation thereto; and (ii) the payment of professional services rendered in connection with the above listed projects.

In connection with the FY2021 bond sale, City staff has been working with Hilltop Securities to provide financial advisory services, West and Associates for 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.

FINANCIAL IMPACT:

After bond fees the City will receive approximately \$5,150,000 in proceeds, providing resources for the design build of a new police station.

RECOMMENDATION:

Staff Recommends approval.

EXHIBITS:

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

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SEAGOVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2021; 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) construction of a replacement police station (which also contains related support services) to be located at E. Simonds Road and E. Farmers Road, including purchase of materials, supplies, equipment, machinery and rights-of-way in relation thereto; and (ii) 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 Certificates of Obligation, Series 2021 (the “Certificates”) to the effect that the City Council was tentatively scheduled to meet at 7:00 p.m. on April 5, 2021 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) a limited (in an amount not to exceed \$1,000) subordinate pledge of certain revenues of the water and sewer system (“System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), 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 and posted on the City’s website 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 5, 2021, 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 Certificates of Obligation, Series 2021, 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 2021 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, 2022, 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 **U.S. Bank National Association** 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 5.4 hereof.

“Purchaser” shall mean the entity or entities specified in Section 6.1 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” or “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** ___ **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 Certificates of Obligation, Series 2021,” and shall be dated May 1, 2021. The Certificates shall bear interest at the rates set forth in Section 3.3 below, from the later of the May 5, 2021 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, 2022, 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	2/15/2022	\$150,000	_____%
R-2	2/15/2023	200,000	%
R-3	2/15/2024	205,000	%
R-4	2/15/2025	210,000	%
R-5	2/15/2026	215,000	%
R-6	2/15/2027	225,000	%

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-7	2/15/2028	230,000	%
R-8	2/15/2029	235,000	%
R-9	2/15/2030	245,000	%
R-10	2/15/2031	250,000	%
R-11	2/15/2032	260,000	%
R-12	2/15/2033	270,000	%
R-13	2/15/2034	275,000	%
R-14	2/15/2035	285,000	%
R-15	2/15/2036	295,000	%
R-16	2/15/2037	300,000	%
R-17	2/15/2038	310,000	%
R-18	2/15/2039	320,000	%
R-19	2/15/2040	330,000	%
R-20	2/15/2041	340,000	%

Section 3.4: Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor or the Mayor Pro Tem 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 Paying Agent/ 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 Paying Agent/ 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 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, 2031 are subject to redemption prior to maturity, at the option of the City, in whole or in part, on February 15, 2030, 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 Paying Agent/ 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 **U.S. Bank National Association** 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 Paying Agent/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 Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than 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 Paying Agent/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 Paying Agent/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 makes a limited (in an amount not to exceed \$1,000) subordinate pledge of the Net Revenues of the City's System 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 Certificates of Obligation, Series 2021 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 or Mayor Pro Tem 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.

CONCERNING THE PAYING AGENT/REGISTRAR

Section 5.4: Acceptance. **U.S. Bank National Association** 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 5.5: 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 5.6: 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 5.7: 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 5.8: 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 5.9: 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 VI

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

Section 6.1: 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 or Mayor Pro Tem 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 6.2: Approval, Registration and Delivery. The Mayor or Mayor Pro Tem 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 or Mayor Pro Tem 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 6.3: 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 6.4: 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 Certificates, 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 Certificates.

(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 the Certificates will be 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 expects that at least eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purpose of such Certificates within the three-year period beginning on the issue date of the 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 6.4 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 6.5: Reserved.

Section 6.6: 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 VII

MISCELLANEOUS

Section 7.1: Defeasance. The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 7.2: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues 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 combination of taxes and revenues 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 7.3: 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 7.4: 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 7.5: 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 7.6: 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 7.7: 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 7.8: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor or Mayor Pro Tem 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 or Mayor Pro Tem, 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 7.9: 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 7.10: 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 7.11: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.12: 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 7.10 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 principles described in APPENDIX B or such other accounting principles as the City may require to employ from time to time pursuant to State law or regulation.

(b) Notice of Certain Events. 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;
- (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 preceding 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 the United 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 preceding 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 7.13: 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 7.14: 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 5, 2021] at _____ a.m. / p.m.

CITY OF SEAGOVILLE, TEXAS

Mayor

ATTEST

City Secretary

(SEAL)

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

EXHIBIT A

FORM OF CERTIFICATE

**UNITED STATES OF AMERICA
STATE OF TEXAS**

**CITY OF SEAGOVILLE, TEXAS
CERTIFICATE OF OBLIGATION, SERIES 2021**

NUMBER
¹R- REGISTERED

DENOMINATION
\$ _____
REGISTERED

²INTEREST RATE: ²MATURITY DATE: DATED DATE: ²CUSIP:
February 15, ____ May 1, 2021

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 **U.S. National Association** 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, from the later of May 5, 2021 or the most recent interest payment date to which interest has been

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 **U.S. Bank National Association**, 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 May 5, 2021 or the most recent interest payment date to which interest has been paid or duly provided for.

paid or duly provided for. Interest on this Certificate is payable by check on February 15 and August 15, beginning on February 15, 2022, 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 \$5,150,000 issued pursuant to an ordinance adopted by the City Council of the City on April 5, 2021 (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) construction of a replacement police station (which also contains related support services) to be located at E. Simonds Road and E. Farmers Road, including purchase of materials, supplies, equipment, machinery and rights-of-way in relation thereto 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, 2031, in whole or in part, on February 15, 2030, 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 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

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.

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 a limited (in an amount not to exceed \$1,000) subordinate pledge of the revenues of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues") 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 or Mayor Pro Tem, 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:

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

Registered Owner

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: 7

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, by amending the personnel costs and authorized positions in the Community Development Parks Department to provide an additional \$26,912.50 appropriation for the creation and funding of Four (4) Part-Time Maintenance Workers from the General Fund Balance; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Over the past six (6) years the City has employed two full-time Park Maintenance Workers. One of those positions has been reassigned as a Supervisor over Parks and Streets leaving just one full-time Park Maintenance Worker. Staff is requesting to hire four (4) part-time Park Maintenance Workers to assist in the maintenance of the City's Parks.

If approved, funding for the four (4) requested positions will be provided via a transfer of General Fund Balance to a newly created Part-time Park Maintenance Worker line-item. These part-time employees will be restricted to no more than 999 hours per year to reduce costs to the City associated with healthcare and retirement. This funding will cover the months of April 1, 2021 through September 30, 2021. A request will be made in the FY2022 Budget to fully fund these part-time positions.

Cost Breakdown

4 Part-time Park Maintenance Workers @ \$12.50 an hour times 500 hours each for half of the Fiscal Year at a base cost \$25,000.00 plus \$1,550.00 for OASDI and \$362.50 for Medicare, making a total cost of \$26,912.50.

FINANCIAL IMPACT:

\$26,912.50 for Fiscal Year 2021

EXHIBITS:

Ordinance

ORDINANCE NO. ___-2021

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND APPROVING AN AMENDMENT TO ORDINANCE 14-2020, WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, BY AMENDING THE PERSONNEL COSTS AND AUTHORIZED POSITIONS IN THE COMMUNITY DEVELOPMENT PARKS DEPARTMENT TO PROVIDE AN ADDITIONAL \$26,912.50 APPROPRIATION FOR THE CREATION AND FUNDING OF FOUR (4) PART-TIME MAINTENANCE WORKERS FROM THE GENERAL FUND BALANCE; AUTHORIZING THE CITY MANAGER TO MAKE SAID ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, as a part of that Operating Budget, the City Council approved \$59,780 for personnel costs and one (1) authorized full time position in the Parks Department; and

WHEREAS, the use of Park facilities by the public has increase greatly over the last few years creating the need for additional maintenance to the grounds and to the facilities located thereon; and

WHEREAS, with the increase use of the eight (8) City Parks, one (1) full-time maintenance worker is not able to maintain the property and sanitary conditions of the facilities; and

WHEREAS, Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend its budget as deemed necessary for municipal purposes; and

WHEREAS, the City Manager is requesting authorization and approval of a proposed amendment to the Operating Budget to create and fund four (4) new part time Park maintenance worker positions in the amount of \$26,912.50; and

WHEREAS, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 14-2020;

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

SECTION 1. That Ordinance 14-2020, adopted September 14, 2020 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be amended for “Community Development Parks” for the purpose of creating and funding four (4) new part time Park maintenance worker positions, to read as follows:

	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
PERSONNEL	\$59,780	\$26,912.50	\$86,692.50
.....			
PART TIME POSITIONS:			
Maintenance Apprentice	0	0	0

SECTION 2. That all provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 5th day of April, 2021.

APPROVED:

DENNIS K. CHILDRESS MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(/cdb 3.31.2021)

Regular Session Agenda Item: 8

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, opposing Texas Senate Bill SB234 and Texas House Bill HB749; and providing an effective date.

BACKGROUND OF ISSUE:

Most Texas cities do not engage private lobbyists and only provide minimal funds to nonprofit municipal associations which engage in legislative communication. "Taxpayer-funded" lobbying by local governments accounts for less than 10 percent of total lobbying activity, while corporate and special interest lobbying interests make up 90 percent of total lobbying activity. However, the State of Texas, the Texas Legislature, and state agencies actively employ large numbers of taxpayer-funded lobbyists to analyze and monitor the thousands of bills filed each legislative session and to advocate for its interests in Washington. Although this is the case, SB 234 and HB749 are currently being proposed in the Texas Legislature that could have a significant adverse impact on municipalities.

Senate Bill SB234 and House Bill HB749 filed in the 87th Texas Legislature would prohibit local government funds from being used to join and support nonprofit local government associations that provide collective communication to state legislators. Prohibiting cities from retaining experienced representation before federal and state legislative bodies and agencies would place our communities at a disadvantage in efforts to obtain and retain federal and state projects and military bases. Cities need to be able to combine their resources through their associations to monitor the thousands of bills filed each legislative session and effectively present their unique issues to the state and federal movement. The prohibition in SB234 and HB749 would violate the basic principle of open and robust discussion and turn the halls of the Texas capitol into a one-sided conversation dominated by special interests.

For these reasons, this Resolution is being brought to the City Council to discuss and consider opposing SB234 and HB749.

FINANCIAL IMPACT:

EXHIBITS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS OPPOSING TEXAS SENATE BILL SB234 AND TEXAS HOUSE BILL HB749; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Senate Bill SB234 and House Bill HB749 filed in the 87th Texas Legislature would prohibit local government funds from being used to join and support nonprofit local government associations that provide collective communication to state legislators; and

WHEREAS, most Texas cities, particularly those with smaller populations, do not engage private lobbyists and only provide minimal funds to nonprofit municipal associations which engage in legislative communication; and

WHEREAS, "taxpayer-funded" lobbying by local governments accounts for less than 10 percent of total lobbying activity, while corporate and special interest lobbying interests make up 90 percent of total lobbying activity; and

WHEREAS, the State of Texas, the Texas Legislature, and state agencies actively employ large numbers of taxpayer-funded lobbyists to analyze and monitor the thousands of bills filed each legislative session and to advocate for its interests in Washington, yet SB234 and HB749 would deny local communities this same ability while continuing public support of state agency lobbying; and

WHEREAS, prohibiting Texas cities from retaining experienced representation before federal and state legislative bodies and agencies would place our communities at a disadvantage in efforts to obtain and retain federal and state projects and military bases; and

WHEREAS, city officials require the ability to express our positions and information through associations, form a unified voice on the issues important to our communities, and share the associated costs among all municipalities; and

WHEREAS, it is a false claim that taxpayer-funded lobbying works against the interest of taxpayers. Indeed, a priority of city government and its "lobbying" effort is focused on ending the state and federal practice of passing unfunded mandates, which impose billions of dollars in increased taxes upon local property taxpayers annually; and

WHEREAS, cities need to be able to combine their resources through their associations to monitor the thousands of bills filed each legislative session and effectively present their unique issues to the state and federal movement; and

WHEREAS, the prohibition in SB234 and HB749 would violate the basic principle of open and robust discussion and turn the halls of the Texas capitol into a one-sided conversation dominated by special interests.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. That the City Council of the City of Seagoville, Texas does hereby express its opposition to SB234 and HB749 and their attempt to silence the combined voices of the city officials and local communities of this state.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas, on this the 5th day of April, 2021.

CITY OF SEAGOVILLE, TEXAS

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(031821vwtTM121237)

Regular Session Agenda Item: 9

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying and approving the Seagoville Economic Development Corporation's purchase and installation of electrical service and four (4) new piers with LED Pole Lights at Freedom Park from Groves Electrical Service, Inc. in an amount not to exceed Twenty-Six Thousand Four Hundred Fifty Dollars and No Cents (\$26,450.00), as set forth in Exhibit "A" attached hereto; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Freedom Park is located at the corner of Elm and Kaufman Street. The park requires the installation of electrical services and appropriate lighting for the general safety for those utilizing the Park.

Staff obtained a quote from Grove Electrical Service, Inc., who is on Buy Board and has done previous electrical work in multiple City owned parks.

Grove Electrical submitted a quote in the amount of \$26,450.00, for the purchase and installation of electrical service and LED pole lights for the Park.

SEDC approved the Resolution on March 25, 2021.

FINANCIAL IMPACT:

\$26,450.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)

Exhibit A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S PURCHASE AND INSTALLATION OF ELECTRICAL SERVICE AND FOUR (4) NEW PIERS WITH LED POLE LIGHTS AT FREEDOM PARK FROM GROVES ELECTRICAL SERVICE, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$26,450.00), AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Freedom Park ("Park"), the new inclusive playground located at the corner of Elm and Kaufman Streets, requires the installation of electrical services and appropriate lighting for the general safety of those utilizing the Park; and

WHEREAS, Seagoville Economic Development Corporation (SEDC) approved a contract with Grove Electrical Service, Inc. in the amount of \$26,450.00, which is attached hereto as Exhibit A, to perform the scope of services set forth therein; and

WHEREAS, pursuant to Texas Local Government Code section 505.158(b), the SEDC may not undertake an authorized project that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council hereby finds that it is in the best interest of the health, safety and welfare of all persons utilizing Freedom Park to approve and ratify the purchase and installation of electrical service and four (4) new piers with LED pole lights at Freedom Park from Groves Electrical Service, Inc. in an amount not to exceed Twenty-Six Thousand Four Hundred Fifty Dollars and no cents (\$26,450.00);

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

SECTION 1. The City Council hereby approves and ratifies the purchase by the Seagoville Economic Development Corporation (SEDC) from Groves Electrical Services, Inc., of four (4) new piers with LED pole lights and all required electrical services for installation of the same at Freedom Park in the City of Seagoville, for a total amount not to exceed Twenty-Six

Thousand Four Hundred Fifty Dollars and no cents (\$26,450.00), as set forth in Exhibit A attached hereto.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 5th day of April 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(033121vwtTM121516)

EXHIBIT A



2/24/2021

CITY OF SEAGOVILLE
LADIS BARR
702 N. HWY 175
SEAGOVILLE, TX. 75159

972-287-6833
LBARR@SEAGOVILLE.US

BID #21FEB24AJC
BUY BOARD: 558-18

FREEDOM PARK
106 W. ELM STREET
SEAGOVILLE, TX.

SCOPE OF WORK: INSTALL A SERVICE AND 4 NEW PIERS WITH LED POLE LIGHTS.

THE LIGHT FIXTURES/POLES WILL BE SIMILAR TO THE POLES AT CASA GRANDE PARK.

CONTACT ONCOR FOR INSTRUCTION ON THE SERVICE RACK AND POWER TO THE RACK FROM THE UTILITIES POLE ON THE CORNER. BELOW IS THE ASSUMPTION ON THE WORK NEEDED FOR ONCOR BASED ON THE PREVIOUS PROJECTS.

CALL DIG TESS TO LOCATE UTILITIES AND GET ASSISTANCE FROM CITY FOR WATER/SEWER. IF ALL IS CLEAR WE WILL PROCEED AS FOLLOWS.

BUILD A STRUT RACK NEAR IN THE GRASS AREA BETWEEN THE SIDE WALK AND THE UTILITY POLE. THE RACK WILL CONSIST OF 100AMPS, 1PHASE 120/240V, WITH A METER AND ELECTRICAL PANEL WITH A MAIN BREAKER AND BRANCH BREAKERS, INSTALL 1 PHOTO CELL TO CONTROL THE LIGHTS. INSTALL A HAND-HOLE (J-BOX) AT THE BASE OF THE UTILITY POLE AND INSTALL 2" PVC CONDUIT TO THE METER MOUNTED ON THE STRUT RACK.

IN THIS QUOTE THE CUSTOMER WILL DIG AND BACK FILL THE TRENCHES, AND ASSIST GROVES IN PUSHING A ROD UNDER THE SIDE WALKS AND FOUNDATION IN THE WEST CORNER OF THE LOT.

INSTALL CONDUIT FROM THE RACK, UNDER 2 SIDEWALKS AND 1 FOUNDATION TO THE POLE LIGHTS. STAND THE POLES AND TEST THE FIXTURES.

PRICE: \$26,450.00

THE ABOVE PRICE IS BASED ON WORKING MONDAY-FRIDAY, 8AM-4:30PM.
ADD \$2500.00 IF GROVES DOES ALL THE TRENCHING WITH NO ASSISTANCE FROM THE CITY.

AUTHORIZED SIGNATURE

PO #

ESTIMATOR, JIMMY CLARK

FOR ACCEPTANCE, PLEASE SIGN AND RETURN ONE COPY.

PAYMENTS TO BE COD OR NET 10TH PROXY MONTH WITH APPROVED CREDIT. 70% ROUGH AND 30% ON COMPLETION WHEN APPLICABLE. UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, COVERAGE OF THESE ITEM ARE SPECIFICALLY EXCLUDED: Tax, permit fee, rock digging or excavation; erosion control; casing of piers, repair of unmarked underground utilities, conformance with *The International Electrical Energy Conversation Code* (IEECC); excavations of any nature in excess of four feet deep; COMPACTION to a specified density; utility communication co. charges; wage rates; requirements of any "Building Standards"; Specifications by Owner, Architect or Engineer; work show on any drawings, addenda or specification that could be construed to be within our trade or responsibility other than those listed within our Scope of Work; temporary power or lighting; temporary power usage or deposit; installation of overhead power lines for temporary; bond fees; scheduled overtime; insurance in excess that listed or Builder's Risk; fire or smoke stoppage for devices, light fixtures, raceways or conductors.

Regulated by the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints. Owner or General Contractor to provide, toilet, water, electrical power, on site trash and debris disposal location. Price is void after 30 days. Contract review fee add \$2,500.00

Regular Session Agenda Item: 10

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development expenditure to C&M Concrete in an amount not to exceed Eleven Thousand Four Hundred Sixty-Six Dollars and No Cents (\$11,466.00), as set forth in Exhibit "A" attached hereto, for the purposes of constructing a Texas Accessibility Standards Compliant parking area at 108 North Railroad, Seagoville, Texas; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

108 N Railroad is owned by the Seagoville Economic Development Corporation (SEDC). The existing parking area at the location is broken asphalt and does not comply with the requirement set forth by Texas Accessibility Standards (TAS).

C&M Concrete will remove the old asphalt in the parking area and replace it with 6" concrete and will include three (3) tire stops, the stripping of the three (3) spaces and one (1) sign making the same TAS compliant.

The SEDC approved the Resolution on March 25, 2021.

FINANCIAL IMPACT:

\$11,466.00

RECOMMENDATION:

City Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)
Exhibit A

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___-R-2021

A RESOLUTION OF THE CITY COUNCIL RATIFYING AND APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT EXPENDITURE TO C&M CONCRETE IN AN AMOUNT NOT TO EXCEED ELEVEN THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND NO CENTS (\$11,466.00), AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO, FOR THE PURPOSES OF CONSTRUCTING A TEXAS ACCESSIBILITY STANDARDS COMPLIANT PARKING AREA AT 108 NORTH RAILROAD, SEAGOVILLE, TEXAS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the structure located at 108 Railroad is owned by the Seagoville Economic Development Corporation (SEDC); and

WHEREAS, the existing parking area at said location is broken asphalt and does not comply with the requirements set forth by the Texas Accessibility Standards (TAS); and

WHEREAS, the Seagoville Economic Development Corporation (SEDC) has approved a project contract with C&M Concrete to remove the old asphalt in the parking area and replace the same with 6” concrete and to include three (3) tire stops, the stripping of three (3) spaces and one (1) sign making the same TAS compliant, in an amount not to exceed \$11,466.00, as set forth in the attached Exhibit A; and

WHEREAS, pursuant to Texas Local Government Code section 505.158(b), the SEDC may not undertake an authorized project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council hereby finds that it is in the best interest of the health, safety and welfare of all persons utilizing Freedom Park to approve and ratify the removal of the old asphalt in the parking area and replacement of the same with six inch concrete to include three tire stops, the striping of three spaces and one sign making the same TAS compliant, in an amount not to exceed \$11,466;

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

SECTION 1. The City Council approves and ratifies the expenditure by the Seagoville Economic Development Corporation (SEDC) to C&M Concrete in an amount not to exceed Eleven Thousand Four Hundred Sixty-Six Dollars and no cents (\$11,466.00), as set forth in Exhibit “A”

attached hereto, for the purposes of constructing a TAS compliant parking area at 108 North Railroad, Seagoville, Texas.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville on the 5th day of April 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(033121vwtTM121518)

EXHIBIT "A"



C&M Concrete
362 Linkview Drive
Duncanville, TX 75137
(972) 965-4781
chris@concretepaving.net

Number: ENH-4740

Date: 3/8/2021

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX, 75159

Ship To:

108 N Rail Road

PO Number	Terms	Customer #	Project
			TAS Compliance

Description	Quantity	Rate	Amount
33' x 32' x 6" parking	117.00	\$98.00	\$11,466.00
Remove asphalt and replace with 6" Concrete			
Tire stops (3) Stripping(3) Signs (1)			

Total	\$11,466.00
0.00% on \$0.00	\$0.00

Regular Session Agenda Item: 11

Meeting Date: April 5, 2021

ITEM DESCRIPTION:

Receive an update concerning Crestview Lane.

BACKGROUND OF ISSUE:

Thursday, April 1, 2021 and Friday April 2, 2021 rebar inspections were completed to begin the process of repaving Crestview Lane. Crestview Lane will be completed in two phases. The first phase which was inspected Thursday, and Friday is the northeast side and should be completed Tuesday, April 6, 2021. The first phase will need to cure for fourteen (14) days. Next, southwest side will be phase two and is projected to be completed by April 30, 2021. Driveways and approaches to Crestview Lane are projected to begin on or about May 17, 2021 pending weather conditions. Completion of the entire Crestview Lane Project should be no later than June 30, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 12

Meeting Date: April 5, 2021

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: 13

Meeting Date: April 5, 2021

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