



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, January 12, 2021 at 7:00 p.m.**

The City Council of the City of Willow Park, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

Call to Order

Invocation & Pledge of Allegiance

Public Comments (Limited to five minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes. The Texas Open Meetings Act provides the following:

- (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of

these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- A. Approve City Council Meeting Minutes – Regular Meeting December 08, 2020.

Regular Agenda Items

1. Discussion/Action: To consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$6,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system property or facilities, including rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof
2. Discussion only: Open / Close public hearing on an ordinance adopting the Municipal Drainage Utility Systems Act and declaring the City's drainage system to be a public utility.
3. Discussion/ Action: Following the public hearing the City Council may consider, discuss and/or take action on an ordinance adopting the Municipal Drainage Utility Systems Act and declaring the City's drainage system to be a public utility.
4. Discussion/ Action: The City Council may consider, discuss and take action on approving a preliminary schedule of drainage charges to be charged to benefitted property as deemed by the Municipal Drainage Utility Systems Act for publication in the newspaper. A public hearing will be conducted on the drainage charges at a future Council meeting, such meeting tentatively scheduled for February 23, 2021.

5. Discussion/ Action: The City Council may consider, discuss and take action on a resolution creating the Capital Improvements Advisory Committee and appointing its members and establishing and adopting procedural rules for, and duties associated with, the Committee in accordance with Chapter 395 of the Texas Local Gov't Code.
6. Discussion only: Update on the May 1, 2021 Election Calendar
7. Discussion only: Wastewater Treatment Update
8. Discussion/ Action: To consider and act on accepting an easement from Roy Maniedo
9. Discussion/ Action: To consider and act on items to be considered for future council meetings.
10. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. § 551.071. Texas Government Code. Consultation with Attorney.
- B. Any Posted item

Following Executive Session, the City Council will reconvene into Regular Session and may take any action deemed necessary as a result of the Executive Session.

Informational

- A. Mayor & Council Member Comments

- B. City Manager's Comments

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before January 8, 2020 at 5:00 p.m.

Alicia Smith TRMC/ CMC, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, December 08, 2020 at 7:00 p.m.**

The City Council of the City of Willow Park, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

Call to Order

Mayor Moss called the meeting to order at 7:00 pm.

Present:

Mayor Doyle Moss

Councilmember Eric Contreras

Councilmember Tyler VanSant

Councilmember Lea Young

Councilmember Nathan Crummell

Absent:

Councilmember Greg Runnebaum

Staff present:

City Manager Bryan Grimes

City Attorney Pat Chesser

City Secretary Alicia Smith

Invocation & Pledge of Allegiance

Mayor Moss led a moment of silence.

Fire Chief Mike LeNoir led the pledge of allegiance.

Public Comments (Limited to five minutes per person)

Alan Cazares 1173 Fox Hunt trail, Willow Park – Storm Water drainage in his neighborhood.

Tammy Cazares 1173 Fox Hunt trail, Willow Park – Storm Water drainage in her neighborhood.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. Approve City Council Meeting Minutes – Regular Meeting November 10, 2020.

Councilmember Young made a motion

To approve the meeting minutes for November 10, 2020.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

Regular Agenda Items

- 1. PUBLIC HEARING to consider comments on a petition from Shaun Krektzschmar, DO and Matthew Boothby, MD, DBA, DHKB Investments requesting annexation of a 1.070 acres of land in the J.S. Oxe Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Crossing Phase One, an addition of the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, located in the 200 Block of Willow Bend Drive.**

A. Open Public Hearing

Public hearing opened at 7:10 pm

No citizen comments.

B. Close Public Hearing

Public Hearing closed at 7:12 pm

- 2. Discussion/Action: Consider and act on adopting Ordinance 821-20, an ordinance annexing a 1.070 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Park Crossing Phase One, an addition of the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas.**

Motion made by Councilmember Young

To approve adopting ordinance 821-20, an ordinance annexing the hereinafter described territory to the City of Willow Park, Parker County, Texas, and extending the boundary limits of said city so as to include said hereinafter described property within said City limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said city and adopting a service plan.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

- 3. PUBLIC HEARING to consider comments on a petition from Willow Park Baptist Church requesting annexation of 0.642 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records,**

Parker County, Texas, located on the northwest corner of Willow Bend Drive and Bankhead Hwy.

A. Open Public Hearing

Public Hearing opened at 7:14 pm

No citizen comments.

B. Close Public Hearing

Public Hearing was closed at 7:15 pm

- 4. Discussion/Action: Consider and act on adopting Ordinance 822-20, an ordinance annexing 0.642 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas.**

Motion made by Councilmember Contreras

To approve adopting Ordinance 822-20, an ordinance annexing the hereinafter described territory to the City of Willow Park, Parker County, Texas, and extending the boundary limits of said city so as to include said hereinafter described property within said City limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said city and adopting a service plan.

Seconded by Councilmember

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

- 5. PUBLIC HEARING to consider and request to rezone from R-1 “Single-Family District” to C “Commercial District” 6.35 acres Wesley Franklin Survey, Abstract**

No. 468, City of Willow Park, Parker County, Texas located on the southeast corner of Crown Pointe Blvd. and Crown Rd.

A. Open Public Hearing

Public hearing opened at 7:17 pm

No citizen comments

B. Close Public Hearing

Public Hearing closed at 7:19 pm

C. Discussion/Action: Consider and act on adopting Ordinance 823-20, an ordinance rezoning 6.35 acres as described above from R-1 “Single Family District to C “Commercial District.”

Motion made by Councilmember VanSant

To adopt Ordinance 823-20, an ordinance of the City Council of the City of Willow Park, Texas, providing for a change in zoning to C Commercial District classification and use designation for that certain 6.35 acres of land located in the Wesley Franklin survey, abstract no. 468, in Parker County and the City of Willow Park, Texas; repealing conflicting ordinances; providing for a penalty; providing for a severability clause; and providing for an effective rate.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

6. Consider and Act on a Final Plat of a Replat Lot 5, Block B, Crown Pointe Addition, Phase II, City of Willow Park, Parker County, Texas.

Motion made by Councilmember Young

To a Final Plat of a Replat Lot 5, Block B, Crown Pointe Addition, Phase II, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel
Motion passes with a vote of 4- 0

7. Discussion/Action: Approve a Water Line Construction Contract with Mountain Cascade of Texas, LLC

Motion made by Councilmember Young

To approve and accept a Water Line Construction Contract with Mountain Cascade of Texas, LLC

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

8. Discussion/Action: Approve a Water Line Construction Contract with Wildstone Construction, LLC

Motion made by Councilmember Contreras

To approve a Water Line Construction Contract with Wildstone Construction, LLC

Seconded by Councilmember VanSant

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

9. Discussion/Action: Additional debt options for potential debt issuance relating to the Fort Worth Water Project.

No action

10. Discussion/ Action: Review of Proposed Stormwater Drainage Fees and Impact Fees and Set Date for Public Hearings on ordinance establishing a municipal drainage utility system, on adoption of an ordinance establishing drainage impact fees and a resolution establishing drainage fees.

Motion made by Councilmember Young

To publish notice for a public hearing for the January 12 meeting for the stormwater rates and that at the January 12, meeting form an advisory committee for the impact fees.

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

11. Discussion / Action: Street Improvement CIP Update and discuss funding options

City Engineer, Derek Turner gave an update.

At 8:27 pm, Mayor Moss called for a 5 minute break.

Session was resumed at 8:27 pm.

12. Discussion / Action: On a resolution regarding a contract for the purpose of financing water meters

Motion made by Councilmember Young

To approve a resolution regarding a contract for the purpose of financing water meters

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

13. Discussion/ Action: To consider and act on the appointment of members to the Parks Board

Mayor Moss nominated James McKibbon and David Wagner to serve on the Parks Board

Motion made by Councilmember Young

To appoint James McKibbon and David Wagner to serve on the Parks Board.

Seconded by Councilmember

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

Executive session was convened at 8:47 pm

Regular session was resumed at 9:00 pm

14. Discussion / Action: Refund of certain impact fees for Meadows Place Estates to Parker County Holdings, LLC

Motion made by Councilmember Contreras

To refund the over collection of water and wastewater impact fees, for 18 lots in the Meadows Place subdivision in the amount of \$80,245 and authorize the mayor to sign an amendment to the Parker County Holdings agreement that will now for the next 11 homes, for the impact fees we collect for back to Parker County holdings.

Seconded by Councilmember VanSant

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

15. Discussion/ Action: To consider and act on items to be considered for future council meetings.

No action

16. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

7:00 pm January 12, 2021

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally

posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. **Section 551.074 Personnel Matters;
City Manager Review**
- B. § 551.071. Texas Government Code. Consultation with Attorney.
- C. Any Posted item

Following Executive Session, the City Council will reconvene into Regular Session and may take any action deemed necessary as a result of the Executive Session.

Regular Session was resumed at 9:34 pm

Motion was made by Councilmember Contreras

To extend the City Manager agreement from December 1, 2020 to December1, 2023

Seconded by Councilmember VanSant

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0

Adjournment

Motion made by Councilmember Young

To adjourn

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, VanSant, Young and Crummel

Motion passes with a vote of 4- 0



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Consider all matters incident and related to the issuance and sale of “City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021” including the adoption of an ordinance authorizing the issuance of such certificates in an amount not to exceed \$6,500,000 to finance the costs of paying contractual obligations to be incurred (i) for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system property or facilities, including rights-of-way therefor and, and (ii) to pay professional services rendered in relation to such projects and the financing thereof.

BACKGROUND:

As has been discussed at previous council meetings, the City of Willow Park will be issuing debt to cover a shortfall in the construction budget provided by Halff and Associates for the Ground Storage Tank and Pump Station to be constructed at 203 El Chico. The amount not to exceed is \$6.5M will include construction costs and issuance costs.

Upon issuance of this debt, the City will be ready to proceed and begin construction on the Fort Worth Water Project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
		Cost
	Source of Funding	\$

CERTIFICATE ORDINANCE

§ _____
CITY OF WILLOW PARK, TEXAS
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM
SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2021

Adopted: January 12, 2021

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AN ORDINANCE authorizing the issuance of "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$6,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties or facilities, including rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published (i) in the Community News, a newspaper hereby found and determined to be of general circulation in the City of Willow Park, Texas, on November 27, 2020 and December 4, 2020; the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date state therein for the passage of the ordinance authorizing the issuance of such certificates, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated in said notice for the passage of the ordinance authorizing the certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$ _____ to be designated and bear the title "CITY OF WILLOW PARK, TEXAS, COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties or facilities, including rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates shall be issued as fully registered obligations, shall be dated January 15, 2021 (the "Certificate Date"), shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
***	***	***
20__		
***	***	***
20__		
20__		
20__		
20__		
20__		
***	***	***
20__		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers, anticipated to be February 2, 2021 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2022, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of UMB Bank, N.A., Dallas, Texas to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**,

and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, financial institution or other entity duly qualified and legally authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in Kansas City, Missouri, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to

redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(c) Mandatory Redemption. The Certificates maturing on February 15, 20__, February 15, 20__, and February 15, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	\$
February 15, 20__	\$ (maturity)

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	\$
February 15, 20__	\$ (maturity)

Term Certificates due February 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	\$
February 15, 20__	\$ (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(d) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount

as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 23 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities

transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully-registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchasers, or the designee thereof. Any time after the delivery of the Initial Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2021

Certificate Date: January 15, 2021 Interest Rate: _____% Stated Maturity: February 15, 20____ CUSIP NO: _____

Registered Owner:

Principal Amount:

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer

Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties or facilities, including rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due February 15, 20__	Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount</u>	<u>Redemption Date</u> <u>Principal Amount</u>
February 15, 20__ \$	February 15, 20__ \$
February 15, 20__ \$ (maturity)	February 15, 20__ \$ (maturity)

Term Certificates due February 15, 20__
<u>Redemption Date</u> <u>Principal Amount</u>
February 15, 20__ \$
February 15, 20__ \$ (maturity)

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount

of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after February 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and, together with the Previously Issued Obligations (identified and defined in the Ordinance), are additionally payable from and secured by a lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge, however, being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding or hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously Issued Obligations and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in Kansas City, Missouri, is the "Designated Payment/Transfer Office" for this Certificate.

UMB Bank, N.A.,
Dallas, Texas

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto (Print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the heading and first paragraph of the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF WILLOW PARK, TEXAS,
COMBINATION TAX AND WATERWORKS AND SEWER SYSTEM
SURPLUS REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2021

Certificate Date:
January 15, 2021

Registered Owner: RBC CAPITAL MARKETS, LLC

Principal Amount: _____ DOLLARS

The City of Willow Park (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Parker, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate(s)</u>
--	---	-----------------------------------

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2022, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by UMB Bank, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Kansas City, Missouri (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which

is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Obligations and the Certificates.

(b) The term "Certificates" shall mean the \$_____ "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month financial accounting period used for the System ending each year on September 30th.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a

nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

(g) The term "Gross Revenues" for any period shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.

(h) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System's Maintenance and Operating Expenses during such period.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates paid in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 23 hereof.

(k) The term "Previously Issued Obligations" shall mean the outstanding (1) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation, Series 2014", dated February 15, 2014, originally issued in the principal amount of \$685,000, (2) "City of Willow Park, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015", dated November 1, 2015, originally issued in the principal amount of \$1,380,000, (3) "City of Willow Park, Texas, Combination Tax and Water and Sewer System Surplus Revenue Certificates of Obligation,

Series 2016", dated February 15, 2016, originally issued in the principal amount of \$995,000, (4) "City of Willow Park, Texas, Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2017", dated February 1, 2017, originally issued in the principal amount of \$2,725,000, and (5) "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2019", dated November 1, 2019, originally issued in the principal amount of \$13,770,000.

(l) The term "Prior Lien Obligations" shall mean (i) all revenue bonds or other obligations hereafter issued that are payable solely from and secured only by a lien on and pledge of the Net Revenues of the System and (ii) all obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Previously Issued Obligations and the Certificates.

(m) The term "System" shall mean all properties, real, personal, mixed or otherwise, now owned by or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the Waterworks and Sewer System of the City, and anywise appertaining thereto, whether situated within or without the limits of said City.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2021 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Administrator and City Secretary of the City, individually or jointly, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax, within the limitations prescribed by law, on each one

hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, 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 in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, the Previously Issued Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in

conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

SECTION 13: Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject only to a prior lien on and pledge of the Net Revenues of the System for the payment and security of Prior Lien Obligations, the Net Revenues of the System, with the exception of those in excess of the amounts required to be deposited to the Certificate Fund as hereafter provided, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Obligations, the Certificates and Additional Obligations, if issued, as herein provided, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Chapter 1208, Government Code, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, 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, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of Willow Park Waterworks and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinance(s) authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the amounts pledged to the payment of the Previously Issued Obligations, the Certificates (the Certificate Fund) and Additional Obligations.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be used for the redemption of the Certificates or may be transferred to the general fund of the City and used for general or special purposes.

SECTION 15: Deposits to Certificate Fund. The City hereby covenants and agrees to cause to be deposited to the credit of the Certificate Fund prior to each principal and interest payment date for the Certificates from the pledged Net Revenues of the System in the System Fund, after the deduction of all payments required to be made to the special Funds or accounts created for the payment and security of the Prior Lien Obligations, an amount equal to one hundred per centum (100%) of the amount required to fully pay the interest and principal payments then due and payable on the Certificates, such deposits to pay accrued interest and maturing principal on the Certificates to be made in substantially equal monthly installments on or before the 1st day of each month beginning on or before the 1st day of the month following the date of delivery of the Certificates to the initial purchaser.

The monthly deposits to the Certificate Fund, as hereinabove provided, shall be made until such time as such Fund contains an amount equal to pay the principal of and interest on the Certificates to maturity. Ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and reduce the amount of the monthly deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any proceeds of sale of the Certificates in excess of the amount required to pay the contractual obligations to be incurred (including change orders to a construction contract) shall be deposited in the Certificate Fund, which amount shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall, to the extent not insured by the Federal Deposit Insurance Corporation, be secured by direct obligations of the United States in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Maintenance of System - Insurance. While the Certificates remain Outstanding, the City covenants and agrees to maintain and operate the System with all possible efficiency and to maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type business; and that it will faithfully and punctually perform all duties and comply with all license and regulatory requirements imposed by state and federal laws with respect to the operation and maintenance of the System.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding, it will keep and maintain accurate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto. The Holders of the Certificates or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the owner or owners of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058 and Texas Local Government Code, Sections 271.041, et seq.

(b) Other than for the payment of the Previously Issued Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 21: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue Additional Obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Obligations and the Certificates.

SECTION 22: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and

operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 23: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 24: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the

sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 41 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate 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 Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The 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 receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds,

other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. 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, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such 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 any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. 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 final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Administrator, and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 27: Sale of Certificates. The Certificates authorized by this Ordinance are hereby sold by the City to RBC Capital Markets, LLC (herein referred to as the "Purchasers") in accordance with the Bond Purchase Agreement, dated January 12, 2021 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

SECTION 28: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Administrator or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated January 12, 2021, in the offering, sale and delivery of the Certificates to the public.

SECTION 29: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance and premium in the amount of \$_____, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, the proceeds of sale deposited to the credit of the construction fund may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount as well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 30: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 31: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 32: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying

Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 33: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The prior engagement of Norton Rose Fulbright US LLP as Bond Counsel by the City is hereby ratified, confirmed and approved. In addition, the City Council authorizes the Mayor and/or the City Administrator to sign a supplement, modification and/or extension to the existing engagement with such firm in connection with the issuance of the Certificates.

SECTION 34: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 35: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 36: Inconsistent Provisions. Except as provided in Section 22 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41: Continuing Disclosure Undertaking.

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

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City, ending in or after 2020, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve months after the end of each fiscal year ending in or after 2020. If the audit of such financial statements is not complete within twelve months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so provided shall be (1) prepared in accordance with generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)12 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 in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the 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 an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsection (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in 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 with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, 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 the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

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

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 LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute 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.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form,

of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 42: Further Procedures. The Mayor, Mayor Pro Tem, City Administrator and City Secretary of the City and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the Mayor Pro Tem, City Administrator and/or City Secretary of the City, and its Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 44: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 45: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally.]

PASSED AND ADOPTED, this January 12, 2021.

CITY OF WILLOW PARK, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of January 12, 2021 (this "Agreement"), by and between UMB Bank, N.A., a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Willow Park, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Willow Park, Texas, Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2021" (the "Securities"), dated January 15, 2021, such Securities scheduled to be delivered to the initial purchasers thereof on or about February 2, 2021; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

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

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

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

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

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

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

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

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

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

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

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

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

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

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.
928 Grand Blvd., 4th Floor
Kansas City, MO 64106
Attention: Corporate Trust Operations

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and

will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

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

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

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

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

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

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

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

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

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

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

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

UMB BANK, N.A.

By: _____

Title: _____

Address: 5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

CITY OF WILLOW PARK, TEXAS

By: _____
Mayor

Address: 516 Ranch House Road
Willow Park, Texas 76087

ATTEST:

City Secretary

ANNEX A

EXHIBIT B
BOND PURCHASE AGREEMENT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: Derek Turner
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AGENDA ITEM:

Discuss and take action: Stormwater Drainage Fee

BACKGROUND:

Council has notified the public of a potential stormwater drainage fee and will be conducting a public hearing on the issue. Staff recommends adoption of a storm water drainage fee to provide for funding to address various drainage issues throughout the City. Currently, the City has no dedicated revenue stream to pay for these expenditures.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

PUBLIC HEARING NOTICE

The City Council of the City of Willow Park, Texas will hold a Public Hearing during its Regular Meeting on Tuesday, January 12, 2021, at 7:00 p.m. at the Willow Park City Hall located at 516 Ranch House Road, Willow Park, Texas, to hear public opinion regarding the adoption of an Ordinance adopting the Municipal Drainage Utility Systems Act, Subchapter C of Chapter 552, Local Government Code, V.T.C.A., and declaring the City's drainage system to be a public utility so that the City may establish rates and charges to be charged by the City's Municipal Drainage Utility System.

This notice is being published in accordance with the public notice requirements set forth in Subchapter C of Chapter 552, Local Government Code, V.T.C.A. for public hearings. As required by the aforementioned statute, this public notice is being published in a newspaper of general circulation to the residents of the City of Willow Park thirty (30) days or more prior to the date of the public hearing and will be published a total of three times before the scheduled hearing.

All interested persons are encouraged to attend the public hearing and express their opinions on the proposed Ordinance. Council will vote on the proposed Ordinance immediately following the public hearing. A separate public hearing will be conducted at a later date on the proposed rates and charges to be charged by the City's Municipal Drainage Utility System. State law provides that approval of the proposed Ordinance shall require an affirmative vote of a majority of the members of the City Council.

The entire proposed Ordinance to establish the City of Willow Park's drainage system as a public utility so that the City may establish rates and charges to be charged by the City's Municipal Drainage Utility System is set forth below, in accordance with requirements set forth in Subchapter C, Chapter 552, Local Government Code, V.T.C.A:

ORDINANCE NO. 824-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING CHAPTER 13 UTILITIES TO ADD ARTICLE 13.13 TO ESTABLISH A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES AND APPEALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED THE SUM OF \$2,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Willow Park, Texas has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Willow Park, Texas (the "City") to promote the public health, safety and welfare of the citizens by adopting a Municipal Drainage Utility System; and

WHEREAS, the City Council further investigated and determined that it would be in the best interest of the citizens to adopt the Municipal Drainage Utility Systems Act as set forth in Chapter 552, Subchapter C, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City Council finds that the drainage of the City is a public utility within the meaning of the Act; and

WHEREAS, the City Council further finds that the City will establish a schedule of drainage charges against all real property in the proposed service area, which includes the entire City subject to charges under this Ordinance; and

WHEREAS, the City Council further finds that the City will provide drainage for all real property in the proposed service area on payment of drainage charges, except real property exempted under the Act or pursuant to this Ordinance; and

WHEREAS, the City Council further finds that the City will offer drainage service on nondiscriminatory, reasonable and equitable terms; and

WHEREAS, the City has complied with public notices, including the printing of this entire ordinance in a newspaper of general circulation, the notice being advertised three times, the first being at least 30 days prior to a public hearing; and

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That Chapter 13 of the Code of Ordinances of the City of Willow Park, Texas is amended by adding an Article 13.13, Municipal Drainage Utility System, to read as follows:

“ARTICLE 13.13 MUNICIPAL DRAINAGE UTILITY SYSTEM

Sec. 13.13.001 -Municipal drainage utility system established.

The Municipal Drainage Utility Systems Act, V.T.C.A., Local Government Code ch. 552, subch. C, as amended (the "Act"), is hereby adopted and shall be fully implemented as provided by the Act and by the city council; and the drainage of the city is hereby found to be a public utility within the meaning of the Act.

Sec. 13.13.002 - Drainage service provided.

The city will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain exempted real property by the city, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges established herein shall be for all nonexempt benefitted property as defined in the Act within the city drainage system.

Sec. 13.13.003 - Billing for drainage service.

The city is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Revenues generated through the drainage charges authorized herein shall be classified as committed resources according to the city financial policies, as amended. Drainage charges may only be expended for the costs of service as defined by the Act.

Sec. 13.13.004 - Authority to levy drainage charges.

The city may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act and this article. Prior to the levy of any drainage charges, the city council shall conduct a public hearing on the drainage charges pursuant to the Act. Prior to adoption of this article the city council found and determined that: The city will establish a schedule of drainage charges against all real property in the proposed area which includes the entire city subject to the charges under the Act; the city will provide drainage for all real property in the proposed service area on payment of the drainage charges, except real property exempt under the Act and this ordinance; and the city will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

Sec. 13.13.005 - Exemptions authorized.

The city is authorized to exempt certain property, entities or persons from all ordinances, resolutions, and rules which the city may adopt from time to time in connection with the adoption of the Act and the establishment of its municipal drainage utility system. Any exemptions to the drainage charges established herein other than the exemptions required by the Act shall be set forth in the drainage charge schedule.

Sec. 13.13.006 - Charges.

- (a) The city council shall, following the adoption of this article, establish a drainage charge schedule, by resolution of the city council, from time to time, for charges which shall be collected through the city's bill for public utilities pursuant to the Act and other applicable law. There shall be a drainage charge on each monthly public utility statement for the city drainage system as set forth in the drainage charge schedule. The city manager, or designee, is authorized to collect such charges in a manner consistent with the Act and this article. The drainage charges shall be a separate line item on the public utility statement and shall be clearly identified as a separate charge. Except, as otherwise provided herein, the billing, charges and collection procedures shall be consistent with city collection procedures for the water and sewer services.
- (b) The drainage charges established pursuant to this article will apply to the accounts maintained by the city for public utility services.
- (c) All billings, credits, exemptions and other procedures relating to drainage charges established pursuant to this article shall be subject to the provisions of the Act and other applicable law.
- (d) A deposit for the drainage services as a precondition to accepting surface flow from benefited property into the city drainage utility system shall not be required. All real property of the city will be provided with drainage utility system service on timely payment of drainage charges established herein.

Sec. 13.13.007 - Appeals.

- (a) Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the city for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may appeal the drainage charges established herein pursuant to this procedure set forth in this section.
- (b) Appeals for the following reasons shall be directed to the director of finance for evaluation and determination. An appeal shall be in writing and submitted to the director of finance within 30 days after the public utility billing statement containing the matter to be disputed. During all periods of appeal the person or entity who owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full:

- (1) Exempt property has been assessed a drainage charge;
 - (2) Drainage charge for an individual property is assessed on more than one public utility account;
or
 - (3) Drainage charge is assessed to individual property outside the city's jurisdictional area.
- (c) The director of finance shall render a written decision on such appeals within 30 days after receiving a timely written notice of appeal from the person or entity who owns or occupies the benefitted property and/or the account holder. The director of finance shall deliver a copy of the appeal decision to the person or entity who owns or occupies the benefitted property and/or the account holder by U.S. Mail to the address of the landowner/account holder according to the most recent records in the possession of the city.
- (d) Appeals for claims that the drainage charge for an individual property is based on an incorrect determination of the property's contribution to the drainage utility system, as established in the city drainage charge schedule shall be directed to the city engineer for evaluation and determination. An appeal pursuant to this subsection (d) shall be in writing and submitted to the city engineer within 30 days after the public utility billing statement containing the matter to be disputed. The city engineer shall render a written decision on such appeals within thirty (30) days after receiving a timely written notice of appeal from the person or entity who owns or occupies the benefitted property and/or the account holder. The city engineer shall deliver a copy of the appeal decision to the person or entity who owns or occupies the benefitted property and/or the account holder by U.S. Mail to the address of the landowner/account holder according to the most recent records in the possession of the city. During all periods of appeal the person or entity who owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full.
- (e) Any person or entity who owns or occupies the benefitted property and/or the account holder who disagrees with the decision of the director of finance or the city engineer, as the case may be, may appeal such decision to the city manager in writing within ten days after receipt of the decision of the director of finance or the city engineer, as the case may be. The city manager shall render a written decision within 30 days after receipt of a timely appeal. The decision of the city manager shall be final. The city manager shall deliver a copy of the appeal decision to the person or entity who owns or occupies the benefitted property and/or the account holder by U.S. Mail to the address of the landowner/account holder according to the most recent records in the possession of the city.

Sec. 13.13.008 - Credits.

- (a) A property owner may petition to the city to reduce the drainage charge fee for an individual property to account for on-site stormwater management controls that reduce the property's impact to the drainage utility system.
- (b) The petition will be evaluated, and the fee adjustment decision determined by the city engineer. The city engineer's evaluation and determination shall be based on nondiscriminatory, reasonable, and equitable terms and shall be based solely on stormwater-related factors.

Sec. 13.13.009 - Penalties; enforcement.

Failure to pay the drainage charges promptly when due shall subject such user to discontinuance of any public utility services provided by the city, in accordance with the procedures adopted by the city for discontinuance of any city public utility service including water and/or sewer service and other applicable laws.”

SECTION 3. That all provisions of the ordinances of the City of Willow Park in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other provisions of the ordinances of the City of Willow Park not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. 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 shall not affect the validity of this Ordinance as a whole, or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to a penalty and punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense. Compliance with this ordinance may also be sought through injunctive relief in district court.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

[End of Proposed Ordinance]

All persons interested in the above-referenced Ordinance are invited to attend the public hearing and to provide comments at that time. Written or emailed comments on this proposed Ordinance may also be delivered to the City Council prior to 3:00 p.m. on the day of the public hearing at the following address:

Alicia Smith
City Secretary
City of Willow Park
516 Ranch House Road
Willow Park, TX 76087
Or by email at asmith@willowpark.org



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: Pat Chesser
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AGENDA ITEM:

Discussion / Action: Following the public hearing the City Council may consider, discuss and/or take action on an ordinance adopting the Municipal Drainage Utility Systems Act and declaring the City's drainage system to be a public utility

BACKGROUND:

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Ordinance for Municipal Drainage Utility

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING CHAPTER 13 UTILITIES TO ADD ARTICLE 13.13 TO ESTABLISH A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES AND APPEALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED THE SUM OF \$2,000.00; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Willow Park, Texas has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Willow Park, Texas (the "City") to promote the public health, safety and welfare of the citizens by adopting a Municipal Drainage Utility System; and

WHEREAS, the City Council further investigated and determined that it would be in the best interest of the citizens to adopt the Municipal Drainage Utility Systems Act as set forth in Chapter 552, Subchapter C, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the City Council finds that the drainage of the City is a public utility within the meaning of the Act; and

WHEREAS, the City Council further finds that the City will establish a schedule of drainage charges against all real property in the proposed service area, which includes the entire City subject to charges under this Ordinance; and

WHEREAS, the City Council further finds that the City will provide drainage for all real property in the proposed service area on payment of drainage charges, except real property exempted under the Act or pursuant to this Ordinance; and

WHEREAS, the City Council further finds that the City will offer drainage service on nondiscriminatory, reasonable and equitable terms; and

WHEREAS, the City has complied with public notices, including the printing of this entire ordinance in a newspaper of general circulation, the notice being advertised three times, the first being at least 30 days prior to a public hearing; and

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

SECTION 1. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That Chapter 13 of the Code of Ordinances of the City of Willow Park, Texas is amended by adding an Article 13.13, Municipal Drainage Utility System, to read as follows:

“ARTICLE 13.13 MUNICIPAL DRAINAGE UTILITY SYSTEM

Sec. 13.13.001 -Municipal drainage utility system established.

The Municipal Drainage Utility Systems Act, V.T.C.A., Local Government Code ch. 552, subch. C, as amended (the "Act"), is hereby adopted and shall be fully implemented as provided by the Act and by the city council; and the drainage of the city is hereby found to be a public utility within the meaning of the Act.

Sec. 13.13.002 - Drainage service provided.

The city will provide stormwater drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain exempted real property by the city, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges established herein shall be for all nonexempt benefitted property as defined in the Act within the city drainage system.

Sec. 13.13.003 - Billing for drainage service.

The city is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Revenues generated through the drainage charges authorized herein shall be classified as committed resources according to the city financial policies, as amended. Drainage charges may only be expended for the costs of service as defined by the Act.

Sec. 13.13.004 - Authority to levy drainage charges.

The city may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act and this article. Prior to the levy of any drainage charges, the city council shall conduct a public hearing on the drainage charges pursuant to the Act. Prior to adoption of this article the city council found and determined that: The city will establish a schedule of drainage charges against all real property in the proposed area which includes the entire city subject to the charges under the Act; the city will provide drainage for all real property in the proposed service area on payment of the drainage charges, except real property exempt under the Act and this ordinance; and the city will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

Sec. 13.13.005 - Exemptions authorized.

The city is authorized to exempt certain property, entities or persons from all ordinances, resolutions, and rules which the city may adopt from time to time in connection with the adoption of the Act and the establishment of its municipal drainage utility system. Any exemptions to the drainage charges established herein other than the exemptions required by the Act shall be set forth in the drainage charge schedule.

Sec. 13.13.006 - Charges.

- (a) The city council shall, following the adoption of this article, establish a drainage charge schedule, by resolution of the city council, from time to time, for charges which shall be collected through the city's bill for public utilities pursuant to the Act and other applicable law. There shall be a drainage charge on each monthly public utility statement for the city drainage system as set forth in the drainage charge schedule. The city manager, or designee, is authorized to collect such charges in a manner consistent with the Act and this article. The drainage charges shall be a separate line item on the public utility statement and shall be clearly identified as a separate charge. Except, as otherwise provided herein, the billing, charges and collection procedures shall be consistent with city collection procedures for the water and sewer services.
- (b) The drainage charges established pursuant to this article will apply to the accounts maintained by the city for public utility services.
- (c) All billings, credits, exemptions and other procedures relating to drainage charges established pursuant to this article shall be subject to the provisions of the Act and other applicable law.
- (d) A deposit for the drainage services as a precondition to accepting surface flow from benefited property into the city drainage utility system shall not be required. All real property of the city will be provided with drainage utility system service on timely payment of drainage charges established herein.

Sec. 13.13.007 - Appeals.

- (a) Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the city for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may appeal the drainage charges established herein pursuant to this procedure set forth in this section.
- (b) Appeals for the following reasons shall be directed to the director of finance for evaluation and determination. An appeal shall be in writing and submitted to the director of finance within 30 days after the public utility billing statement containing the matter to be disputed. During all periods of appeal the person or entity who owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full:
 - (1) Exempt property has been assessed a drainage charge;
 - (2) Drainage charge for an individual property is assessed on more than one public utility account; or

- (3) Drainage charge is assessed to individual property outside the city's jurisdictional area.
- (c) The director of finance shall render a written decision on such appeals within 30 days after receiving a timely written notice of appeal from the person or entity who owns or occupies the benefitted property and/or the account holder. The director of finance shall deliver a copy of the appeal decision to the person or entity who owns or occupies the benefitted property and/or the account holder by U.S. Mail to the address of the landowner/account holder according to the most recent records in the possession of the city.
- (d) Appeals for claims that the drainage charge for an individual property is based on an incorrect determination of the property's contribution to the drainage utility system, as established in the city drainage charge schedule shall be directed to the city engineer for evaluation and determination. An appeal pursuant to this subsection (d) shall be in writing and submitted to the city engineer within 30 days after the public utility billing statement containing the matter to be disputed. During all periods of appeal the person or entity who owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full.
- (e) Any person or entity who owns or occupies the benefitted property and/or the account holder who disagrees with the decision of the director of finance or the city engineer, as the case may be, may appeal such decision to the city manager in writing within ten days after receipt of the decision of the director of finance or the city engineer, as the case may be. The decision of the city manager shall render a written decision within 30 days after receipt of a timely appeal. The decision of the city manager shall be final.

Sec. 13.13.008 - Credits.

- (a) A property owner may petition to the city to reduce the drainage charge fee for an individual property to account for on-site stormwater management controls that reduce the property's impact to the drainage utility system.
- (b) The petition will be evaluated, and the fee adjustment decision determined by the city engineer. The city engineer's evaluation and determination shall be based on nondiscriminatory, reasonable, and equitable terms and shall be based solely on stormwater-related factors.

Sec. 13.13.009 - Penalties; enforcement.

Failure to pay the drainage charges promptly when due shall subject such user to discontinuance of any public utility services provided by the city, in accordance with the procedures adopted by the city for discontinuance of any city public utility service including water and/or sewer service and other applicable laws.”

SECTION 3. That all provisions of the ordinances of the City of Willow Park in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other provisions of the ordinances of the City of Willow Park not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. 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 shall not affect the validity of this Ordinance as a whole, or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to a penalty and punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense. Compliance with this ordinance may also be sought through injunctive relief in district court.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

PASSED, APPROVED AND ADOPTED on this the ____ day of _____, 2021.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

APPROVED AS TO FORM:

William P. Chesser

The Willow Park City Council is acting on Ordinance No. _____, did on the ____ day of _____, 2021:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Erick Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: Pat Chesser
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AGENDA ITEM:

Discussion/ Action: The City Council may consider, discuss and take action on approving a preliminary schedule of drainage charges to be charged to benefitted property as deemed by the Municipal Drainage Utility Systems Act for publication in the newspaper. A public hearing will conducted on the drainage charges at a future Council meeting, such meeting tentatively scheduled for February 23, 2021.

BACKGROUND:

See Attachment "Exhibit A"

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
Source of Funding	\$	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, ADOPTING THE MUNICIPAL DRAINAGE UTILITY SYSTEM SCHEDULE OF CHARGES; ESTABLISHING CHARGES FOR MUNICIPAL DRAINAGE UTILITY SYSTEM SERVICES; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted the Municipal Drainage Utility System Act, Subchapter C of Chapter 552 of the Texas Local Government Code (the "Act"); and

WHEREAS, Article 13.13 of the City of Willow Park Code of Ordinances authorizes the City Council to adopt a schedule of charges for municipal drainage utility services; and

WHEREAS, the City Council desires to adopt the Drainage Utility System Schedule of Charges and establish the drainage charges for the City drainage utility services; and

WHEREAS, the City Council has conducted a public hearing on the adoption of Drainage Utility System Schedule of Charges after notice as required by the Act;

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

SECTION 1. That the City Council hereby finds that the Drainage Utility System Schedule of Charges is related to the drainage and the terms of the levy and any classification of the benefitted properties in the City and are nondiscriminatory, equitable and reasonable; the schedule of charges is based on an inventory of the lots and tracts within the proposed service area which is the entire City; the schedule of charges gives consideration to the land use made of the benefitted properties, the size in area, the number of water meters, and topography of a parcel of benefitted property in assessing the drainage charges to property.

SECTION 2. That the City Council hereby adopts the Drainage Utility System Schedule of Charges attached as Exhibit "A" hereto.

SECTION 3. That all provisions of the resolutions of the City of Willow Park, Texas in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage, provided; however, the drainage charges established herein shall take effect on _____, 2021.

PASSED AND APPROVED THIS ____ OF _____, 2021.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary
City of Willow Park

Exhibit "A"
Drainage Charge Schedule

The following drainage charges shall apply to all benefited property as deemed by the Municipal Drainage Utility Systems Act, as amended, (the "Act") according to property type within the City, unless exempt from such charges pursuant to the Act or as set forth herein.

Residential Property

Single Family Home:

\$5.50 per Single Family Unit* ("SFU") per month, with a minimum monthly charge of \$5.50, calculated as follows:

of SFU = Living Area ("LVAR")/1500

All other residential:

\$5.50 per SFU per month, with a minimum monthly charge of \$5.50, calculated as follows:

of SFU = Gross Building Square Footage ("GBSF") X 1.5/1500

Institutional Property (Churches and Schools)

\$5.50 per SFU per month, with a minimum monthly charge of \$5.50, calculated as follows:

of SFU = GBSF/1500

Commercial Property (including Industrial)

\$0.0055 per square foot of impervious area (e.g. \$5.50 per 1,000 square foot of impervious area) per month calculated as follows:

Amount Billed = Square feet of Impervious Area ("IA") X 0.0055

*One SFU = 1,500 square feet of living area

Exemptions

Mandatory exemptions: Entities to which a mandatory exemption under Texas Local Gov't Code Section 580.003(a), as may be amended, applies and any property to which a mandatory exemption under Section 552.053 of the Act, as may be amended, applies shall be exempt from payment of the drainage charges set forth herein.

Permissible exemptions: Property owned by the City of Willow Park, including, without limitation, City rights-of-way, streets, sidewalks, and alleys shall be exempt from payment of the drainage charges set forth herein.

Proof of exemption: If a person or entity asserts that a parcel of property is exempt pursuant to this resolution, the Act or any other applicable law, such person or entity has the burden to assert such exemption by filing written notice of eligibility for such exemption and sufficient evidence of entitlement to such exemption with the director of finance pursuant to the appeals process set forth in Section 13.13.007 of the City of Willow Park Code of Ordinances, as may be amended..



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: Pat Chesser
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AGENDA ITEM:

Discussion/ Action: The City Council may consider, discuss and take action on a resolution creating the Capital Improvements Advisory Committee and appointing its members and establishing and adopting procedural rules for, and duties associated with, the Committee in accordance with Chapter 395 of the Texas Local Gov't Code.

BACKGROUND:

Council shall appoint an advisory committee on or before the date on which the order, ordinance or resolution is adopted under LGC 395.042 establishing a public hearing date to consider land use assumptions and capital improvements plan for the designated service area. See LGC 395.058(a). The primary purpose of the advisory committee is to advise and assist in the preparation of the land use assumptions and the capital improvements plan. The advisory committee also has the ongoing responsibility to produce semi-annual reports and assist in the updating of the impact plan. The advisory committee shall be composed of not less than five (5) members who shall be appointed by the City Council. Membership criteria for the advisory committee is as follows:

- a) Not less than 40 percent of the membership must be representatives of the real estate, development, or building industries;
- b) The Planning and Zoning Commission may act as the advisory committee if the Commission includes at least one representative of the real estate, development or building industries who is not an employee or official of the City. If P&Z does not contain such a representative, P&Z may still act as the advisory committee if at least one such representative is appointed by the City as an ad hoc voting member of the P&Z when it acts as the advisory committee. If an impact fee is to be established in the etj of the City, the membership must include a representative from that area.

The City Council shall adopt procedural rules for the advisory committee to follow in carrying out its duties. 395.058(e) LGC.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$

RESOLUTION _____

A RESOLUTION OF THE CITY OF WILLOW PARK, TEXAS, CREATING THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE AND APPOINTING ITS MEMBERS, ESTABLISHING AND ADOPTING THE PROCEDURAL RULES FOR AND DUTIES ASSOCIATED THEREWITH IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING IMPACT FEES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT OF IMPACT FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Chapter 395 (the "Impact Fee Statute") authorizes political subdivisions, including the City of Willow Park, Texas ("City"), to enact and impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions to finance capital improvements associated with new development; and

WHEREAS, the Impact Fee Statute prescribes a process and methodology by which the City must conduct public hearings concerning the consideration and approval of the Land Use Assumptions ("LUAs") and Capital Improvement Plan ("CIP"), the adoption of the impact fees, and the ongoing periodic review and reporting requirements associated with the impact fees once adopted; and

WHEREAS, the Impact Fee Statute requires the City's governing body (the "City Council") to appoint a Capital Improvement Advisory Committee (the "Committee") to advise the City Council on certain matters related to the impact fee consideration and adoption procedures required by the Impact Fee Statute; and

WHEREAS, the Impact Fee Statute also requires the City Council to adopt procedural rules for the Committee to follow in the execution of its duties; and

WHEREAS, the City Council deems it to be in the public's best interest to create the Capital Improvement Advisory Committee in conjunction with the City's consideration of impact fees to finance capital improvements association with new development in the City.

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

Section 1. Findings.

The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Capital Improvement Advisory Committee

The City Council hereby establishes the Capital Improvement Advisory Committee as follows:

- a. *Establishment.* The City of Willow Park Capital Improvement Advisory Committee ("Committee") is an advisory board whose purpose shall be to advise and make recommendations to the City Council regarding the study, consideration, development and adoption of impact fees pursuant to the Impact Fee Statute.
- b. *Membership, Compliance & Appointment.*
 - i. The City Council hereby appoints the City's Planning and Zoning Commission to serve as the Committee, to wit: Jared Fowler, Rodney Wilkins, Joe Lane, Billy Weikert, Sharon Bruton, and Scott Smith.
 - ii. The City Council finds that one member of the City's Planning and Zoning Commission is from the real estate, development or building industry and further finds that this member is not either an employee or official who serves a political subdivision or governmental entity.
 - iii. The City Council reserves the right to appoint additional members to the Committee if required to replace a member due to a resignation or for any other purpose as may be required to comply with the Impact Fee Statute.
- c. *Committee Functions and Duties.*
 - i. The Committee shall serve in an advisory capacity;
 - ii. The Committee shall advise and assist the City in adopting LUAs;
 - iii. The Committee shall review the CIP and file written comments for the benefit of the City Council;
 - iv. The Committee shall monitor and evaluate the implementation of the CIP;
 - v. The Committee shall file semi-annual reports with respect to the progress of the CIP and report to the City Council any inequities, actual or perceived, in implementing the CIP or imposing the impact fees;
 - vii. The Committee shall advise the City Council of the need to update or revise the LUAs, CIP, or impact fees; and
 - viii. The Committee shall fulfill any other duties or obligations that may be required of it in accordance with the Impact Fee Statute.
- d. *Committee Conduct.*
 - i. The Committee shall appoint one member as its Chairperson and one member as its Vice-Chairperson at its first meeting following the approval this Resolution.
 - ii. The Chairperson shall preside over all meetings of the Committee and in the absence of the Chairperson, the Vice-Chairperson shall preside.
 - iii. The Committee shall appoint a Secretary who shall be responsible for recording the minutes of the Committee's meetings and posting notice of

- meetings in accordance with City ordinances and state law.
- iv. The Committee shall conduct Committee business only when a quorum of members is present. A quorum is defined as a majority of the membership of the Committee. A majority vote of the quorum shall be required for any action to be taken by the Committee. The Committee shall follow the Texas Open Meetings Act.
 - v. The Committee shall meet at sufficient intervals so as to fulfill its functions and duties in a reasonably timely manner.
 - vi. The Committee shall meet as directed by the City Council to conduct business.
 - vii. The Chairperson or any two (2) Committee members may call a meeting as necessary to conduct business. Meetings shall be held at Willow Park City Hall.
 - viii. The Committee shall provide Committee Reports to the City Council that include comments and recommendations regarding the LUAs, CIP and impact fees.
- e. *Committee Reports.* The Committee shall provide Committee Reports to the City Council that include comments and recommendations regarding the LUA's, CIP and impact fees, which shall be submitted as follows:
- i. Before the fifth (5th) business day before the date of the public hearing on the proposed LUA'S and CIP;
 - ii. Before the fifth (5th) business day before the date of the public hearing on the proposed impact fees;
 - iii. Before the fifth (5th) business day before the date of the public hearing on any proposed amendments to the LUA's, CIP and impact fees; and
 - iv. At any other such time as the Committee or City Council shall deem appropriate or necessary.

Section 3. Supporting Reports and Studies

The City Council and City Staff shall make available to the Committee any professional reports regarding the development or implementation of land use assumptions, capital improvement plans, utility financial analyses, or any other information that may be available and relevant to the study, consideration, development and adoption of impact fees pursuant to the Impact Fee Statute.

Section 4. Severability Clause

In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Willow Park, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional.

Section 5. Effective Date.

This Resolution shall be effective upon its passage and approval by City Council.

PASSED, APPROVED, and ADOPTED this ___ day of January, 2021

CITY OF WILLOW PARK, TEXAS

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary
City of Willow Park



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: January 12, 2021	Department: Legislative	Presented By: A. Smith
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AGENDA ITEM

Discussion only: Election Calendar Overview

BACKGROUND:

An overview of the May1, 2021, election calendar.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	

City of Willow Park

IMPORTANT DATES – CITY ELECTION May 1, 2021, Saturday

January 13, 2021, Wed	First Official day for filing application for place on ballot.
February 12, 2021, Fri	Last day to file application for a place on the ballot for Mayor and City Council Place 1 and Council Place 2 (must be received by 5:00 p.m.).
February 12, 2021, Fri	Last day for Ordering Election
February 15, 2021, Mon	Last day to post Notice for Drawing for Place on the Ballot
February 19, 2021, Fri	Last day a ballot candidate in a General Election may withdraw
February 18-22, 2021, Thru - Mon	Estimated date of drawing for place on ballot, if necessary. This drawing is conducted in the City Secretary's Office and will be posted on before Feb 15, 2021 in front of City Hall.
April 01, 2021, Thurs	Due date for candidates to file first campaign finance report if candidate did not elect modified reporting. Due to City Secretary by 5:00 p.m.
April 01, 2021, Thurs	Last day to submit or transfer Voter registration application for the May 01, 2021 Election.
April 16, 2021, Fri	Last day to receive applications IN PERSON for a ballot to be voted BY MAIL.
April 19, 2021, Mon	First day of early voting by personal appearance.
April 20, 2021, Tue	Last day to receive application by MAIL for a ballot to be voted by MAIL by close of business day.
April 23, 2021 Fri	Due date for candidates to file second campaign finance report if candidate did not elect modified reporting, 5:00 p.m. deadline
Apr 27, 2021, Tue	Last day to vote early by personal appearance.
May 01, 2021, Sat	ELECTION DAY ** 7:00 AM to 7:00 PM
May 04-12, 2021 (TBA)	Official Canvass of election returns Issue certificates of election.
July 15, 2021, Thurs	Last day for timely filing of semi-annual campaign finance report by all candidates and certain office holders.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: Derek Turner
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AGENDA ITEM:

Discuss and take action: Wastewater Treatment Update

BACKGROUND:

As Council has been advised, City Staff has been working on acquiring funding from the Texas Water Development Board for funding to construct a new Wastewater Treatment Plant to be built near the existing plant. Furthermore, City staff has been coordinating with TCEQ and other interested parties to Permit the new facility, including various discharge options. City Engineer Derek Turner will provide new information on this project.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
Source of Funding	\$	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: January 12, 2021	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discuss and take action on Easement Agreement with Roy Maniedo

BACKGROUND:

As part of the Fort Worth Water Project, an easement from Roy Maniedo is necessary for the water line construction from the Fort Worth Inner connection to the Ground Storage Tank and Pump Station. After several months of discussion, Mr. Maniedo has agreed to provide the necessary easements for this project in the amount of \$40,000. This is approximately \$10,000 more than the appraised value. City staff recommends accepting this offer so that the project can proceed in a timely manner.

Suggested Motion: I move that the City of Willow Park accept the easement agreement with Roy Maniedo as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Roy Maniedo Easement Agreement

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

AGREEMENT FOR WATER LINE EASEMENT

This Agreement is made on this the _____ day of _____, 2020, by and between Mr. Roy Maniedeo, hereinafter referred to as Owner, and City of Willow Park.

City of Willow Park is requesting an easement consisting of 0.179 acres out of Block 66 of El Chico, an Addition to the City of Willow Park, Parker County, Texas according to the plat recorded in Volume 360-A, Page 10, Plat Records, Parker County, Texas from Owner for the purpose of constructing a potable water storage facility. Owner grants to City of Willow Park said Easement and temporary construction easement, as described in Exhibit A, on the above-described tract of real Easement under the terms and conditions set forth herein.

The terms and conditions for conveyance of the Easement are as follows:

- 1. Owner grants the City of Willow Park the Easement described above for a total payment of \$40,150.00.
- 2. No mineral rights will be conveyed.
- 3. The dimensions of the Easement will be as indicated in the attached Exhibit A.
- 4. Owner agrees to grant an additional temporary construction easement 20 ft in width adjacent to the Easement.

The terms and conditions for conveyance of the Easement are as follows:

- 1. Fences damaged during construction will be repaired to the pre-construction condition or better with H-Braces at corners and intersections.
- 2. The Easement will be returned to existing or better conditions than before construction save for trees that must be removed within the Easement.

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

CITY OF WILLOW PARK:

BY: _____
Bryan Grimes, City Administrator

OWNER:

BY _____
Roy Maniedeo

THE STATE OF TEXAS §
 §
COUNTY OF PARKER §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of _____ and that he/she executed the same as the act of said _____ the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2020.

Notary Public in and for the State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF PARKER §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, of the City of Willow Park, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Willow Park and that he/she executed the same as the act of the City of Willow Park for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas