



36 “Bidding Instructions” means the bidding instructions prepared in connection with the sale  
37 of the Obligations pursuant to a competitive sale.

38  
39 “Business Day” means a day other than a Saturday, a Sunday, a legal holiday, or a day on  
40 which banking institutions are authorized by law or executive order to close in the City or the city  
41 where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located.

42 “Chapter 9” means Chapter 9 of the Texas Business & Commerce Code.

43 “Chapter 1204” means Chapter 1204 of the Texas Government Code.

44 “Chapter 1206” means Chapter 1206 of the Texas Government Code.

45 “Chapter 1208” means Chapter 1208 of the Texas Government Code.

46 “Chapter 1371” means Chapter 1371 of the Texas Government Code.

47 “City” means the City of Austin, Texas.

48 “Code” means the Internal Revenue Code of 1986, as amended.

49 “Comptroller” means the Comptroller of Public Accounts of the State of Texas.

50 “Council” means the City Council of the City.

51 “Defeasance Securities” means (i) direct, noncallable obligations of the United States of  
52 America, including obligations that are unconditionally guaranteed by the United States of  
53 America and (ii) noncallable obligations of an agency or instrumentality of the United States of  
54 America, including obligations that are unconditionally guaranteed or insured by the agency or  
55 instrumentality and that, on the date of approval of the proceedings authorizing the issuance of the  
56 refunding bonds, are rated as to investment quality by a nationally recognized investment rating  
57 firm not less than “AAA” or its equivalent.

58 “Defeased Obligation” means any Obligation and the interest on the Obligation that is  
59 considered to be paid, retired and no longer outstanding under the terms of this Ordinance,  
60 specifically PART 16 of this Ordinance.

61 “Designated Payment/Transfer Office” means the office of the Paying Agent/Registrar  
62 identified by the Paying Agent/Registrar as its Designated Payment/Transfer Office for the  
63 purpose of discharging its duties under this Ordinance.

64 “DTC” means The Depository Trust Company, New York, New York.

65 “Event of Default” has the meaning described in PART 17 of this Ordinance.

66 “Expiration Date” means March 1, 2023.

67 “Future Escrow Agreement” means an escrow agreement or other similar instrument with  
68 respect to Defeased Obligations.

69 “Initial Obligation” has the meaning described in PART 11 of this Ordinance.

70 “Interest and Sinking Fund” means the Interest and Sinking Fund established in PART 9  
71 of this Ordinance.

72 “MSRB” means the Municipal Securities Rulemaking Board.

73 “Obligations” means the contractual obligations of the City to be issued under authority of  
74 this Ordinance, including the Initial Obligation.

75 “Official Bid Form” means the bid form to be submitted by bidders seeking to purchase  
76 the Obligations pursuant to a competitive sale.

77 “Paying Agent/Registrar” means \_\_\_\_\_, and its successors and assigns as  
78 provided in the Paying Agent/Registrar Agreement.

79 “Paying Agent/Registrar Agreement” means the agreement between the City and the  
80 Paying Agent/Registrar with respect to the Obligations in the form approved by an Authorized  
81 Representative, and any successor agreement.

82 “Property” has the meaning described in PART 1 of this Ordinance.

83 “Purchase Agreement” shall mean the Purchase Agreement among the Issuer and the  
84 Underwriters, pertaining to the purchase of the Obligations sold pursuant to a negotiated sale.

85 “Registered Owner” means the owner of any Obligation as recorded in the Registration  
86 Books.

87 “Registration Books” means the books or records of registration and transfer of the  
88 Obligations maintained by the Paying Agent/Registrar.

89 “Rule” means SEC Rule 15c2-12.

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

91 “Treasury Regulations” means all applicable temporary, proposed and final regulations and  
92 procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954,  
93 to the extent applicable to the Code.

94  
95 “Underwriters” shall mean the investment banking firm or firms named in a Purchase  
96 Agreement, if any, relating to the sale of Obligations pursuant to a negotiated sale or the entity or  
97 entities listed in the Official Bid Form, if any, accepted by the City as the best bid for the  
98 Obligations pursuant to a competitive sale.

99  
100 **PART 3. OBLIGATIONS AUTHORIZED.**

101 The Obligations shall be issued in accordance with the Constitution, laws of the State of  
102 Texas, and the Charter of the City, in one or more series, in the aggregate principal amount not to  
103 exceed \$10,050,000 for the purposes of (a) paying all or a portion of the City’s contractual  
104 obligations to be incurred with the acquisition, purchase or financing of the Property, in accordance  
105 with the provisions of the Act, and (b) paying the costs of issuance associated with the sale of the  
106 Obligations. The aggregate principal amount and the designation of Obligations issued pursuant  
107 to this Ordinance shall be set forth in the Bidding Instructions and the Official Bid Form or the

108 Purchase Agreement. The Obligations shall be numbered consecutively from R-1 upward, except  
109 the Initial Obligation shall be numbered T-1.

110 **PART 4. SALE PARAMETERS.**

111 (a) The Obligations shall be issued in any Authorized Denomination as fully registered  
112 obligations, without interest coupons, payable to the respective initial registered owners of the  
113 Obligations, or to the registered assignee or assignees of the Obligations, maturing not later than  
114 25 years from their issue date, payable serially or otherwise on the dates, in the years and in the  
115 principal amounts, and dated, all as set forth in the Official Bid Form or Purchase Agreement.

116 (b) In accordance with Chapter 1371, each Authorized Representative, acting for and  
117 on behalf of the City, is authorized to seek competitive bids for the sale of the Obligations  
118 authorized to be sold by this Ordinance, and is hereby authorized to prepare and distribute the  
119 Bidding Instructions and the Official Bid Form with respect to seeking competitive bids for the  
120 sale of the Obligations. Each Authorized Representative, acting for and on behalf of the City, is  
121 authorized to negotiate with the Underwriters to complete a negotiated sale of the Obligations  
122 pursuant to the terms and conditions of the Purchase Agreement. The Bidding Instructions or the  
123 Purchase Agreement shall contain the terms and conditions relating to the sale of the Obligations,  
124 including the date bids for the purchase of the Obligations are to be received, the date of the  
125 Obligations, any additional designation or title by which the Obligations shall be known, the  
126 aggregate principal amount of the Obligations to be sold, the price at which the Obligations will  
127 be sold, the years in which the Obligations will mature, the rate or rates of interest to be borne by  
128 each such maturity, the interest payment periods, and all other matters relating to the issuance, sale  
129 and delivery of the Obligations so sold including, without limitation, the use of municipal bond  
130 insurance for the Obligations. The Obligations shall bear interest at the rates per annum set forth  
131 in the Official Bid Form accepted as the best bid or the Purchase Agreement. The interest on the  
132 Obligations shall be payable to the Registered Owner of any Obligation on the dates and in the  
133 manner provided in Exhibit A. Interest on the Obligations shall be payable on the dates set forth  
134 in the Official Bid Form or Purchase Agreement, until maturity. Each Authorized Representative,  
135 acting for and on behalf of the City, is hereby authorized to receive and accept bids for the sale of  
136 Obligations in accordance with the Bidding Instructions on such date as determined by an  
137 Authorized Representative or to negotiate the sale of the Obligations pursuant to the terms of the  
138 Purchase Agreement. The Obligations shall be sold at a competitive or negotiated sale at such  
139 price as an Authorized Representative of the City shall determine to be the most advantageous to  
140 the City, which determination shall be evidenced by the execution of the Official Bid Form  
141 submitted by the best and winning bidder or the Purchase Agreement. One Obligation in the  
142 principal amount maturing on each maturity date as set forth in the Official Bid Form or Purchase  
143 Agreement shall be delivered to the Underwriters, and the Underwriters shall have the right to  
144 exchange such Obligations as provided in PART 7 of this Ordinance without cost. Exhibit A shall  
145 be revised to reflect the terms of the sale of the Obligations as reflected in the Official Bid Form  
146 accepted as the best bid for the Obligations or the Purchase Agreement. The Obligations shall  
147 initially be registered in the name as set forth in the Official Bid Form or the Purchase Agreement.  
148 In case any officer whose signature shall appear on the Obligations shall cease to be such officer  
149 before the delivery of the Obligations, the signature shall be valid and sufficient for all purposes  
150 the same as if the officer had remained in office until delivery. An Authorized Representative  
151 shall not execute the Official Bid Form or Purchase Agreement unless the applicable Underwriter  
152 has confirmed to an Authorized Representative that either it has made disclosure filings to the  
153 Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or is  
154 exempt from making such filings under Section 2252.908(c)(4), Texas Government Code. Within

155 thirty (30) days of receipt of any disclosure filings from the best bidder for the Obligations, the  
156 City will acknowledge such disclosure filings in accordance with the rules of the Texas Ethics  
157 Commission. Any finding or determination made by an Authorized Representative relating to the  
158 issuance and sale of the Obligations shall have the same force and effect as a finding or  
159 determination made by Council; *provided*, that (i) the price to be paid for the Obligations shall not  
160 be less than 95% of the aggregate principal amount of the Obligations sold, plus accrued interest,  
161 if any, (ii) the Obligations shall not bear interest at a rate greater than the maximum rate allowed  
162 by Chapter 1204, (iii) the Obligations shall not have a final maturity beyond November 1, 2029,  
163 and (iv) prior to the execution of the Official Bid Form or Purchase Agreement by an Authorized  
164 Representative, the Obligations shall be rated by a nationally recognized rating agency for  
165 municipal securities in one of the four highest rating categories for long-term debt instruments.

166 An Authorized Representative may approve modifications to this Ordinance to conform to  
167 the terms of the Obligations, as approved by the Authorized Representative, and execute any  
168 instruments, agreements and other documents as the Authorized Representative shall deem  
169 necessary or appropriate in connection with the issuance, sale and delivery of Obligations pursuant  
170 to this Ordinance.

171 It is in the best interests of the City for the Obligations to be sold through a competitive or  
172 negotiated sale, and Council authorizes each Authorized Representative, individually but not  
173 collectively, to execute the Official Bid Form or Purchase Agreement to evidence the acceptance  
174 by the City of the terms and conditions relating to the sale of the Obligations, at the price the  
175 Authorized Representative executing the Official Bid Form or Purchase Agreement determines to  
176 be the most advantageous to the City. The conditions set forth in PART 12 of this Ordinance must  
177 be met prior to any Authorized Representative executing the Official Bid Form to evidence the  
178 acceptance by the City of the best and winning bid submitted or the Purchase Agreement.

179 The authority of an Authorized Representative to execute an Official Bid Form or Purchase  
180 Agreement shall expire at 11:59 p.m. on the Expiration Date. Obligations sold pursuant to the  
181 Bidding Instructions and an Official Bid Form or a Purchase Agreement executed on or before the  
182 Expiration Date may be delivered after the Expiration Date.

183 In establishing the aggregate principal amount of the Obligations, the Authorized  
184 Representative shall establish an amount which shall be sufficient (together with any premium  
185 received from the sale of the Obligations) to provide for the purposes for which the Obligations  
186 are authorized. The Obligations of any series shall be sold at such price, with and subject to such  
187 terms, as set forth in the Bidding Instructions and the Official Bid Form or the Purchase  
188 Agreement.

189 (c) Any finding or determination made by an Authorized Representative relating to the  
190 issuance and sale of the Obligations and the execution of the Official Bid Form or Purchase  
191 Agreement shall have the same force and effect as a finding or determination made by Council.

192 **PART 5. REDEMPTION PROVISIONS.**

193 The Obligations are not subject to redemption prior to maturity.

194 **PART 6. INTEREST.**

195 The Obligations shall bear interest at the rates per annum set forth in the Official Bid Form  
196 or Purchase Agreement. The interest shall be payable to the Registered Owner of any Obligation

197 in the manner provided and on the dates stated in the Official Bid Form or Purchase Agreement.  
198 Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

199 **PART 7. ADDITIONAL CHARACTERISTICS OF THE OBLIGATIONS.**

200 (a) The City shall keep, or cause to be kept, at the Designated Payment/Transfer Office,  
201 the Registration Books, and the Paying Agent/Registrar shall act as the registrar and transfer agent  
202 for the City to keep books or records and make the transfers and registrations under the reasonable  
203 regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying  
204 Agent/Registrar shall make transfers and registrations as provided in this Ordinance. It shall be the  
205 duty of the Paying Agent/Registrar to obtain from the Registered Owner and record in the  
206 Registration Books the address of the Registered Owner to which payments with respect to the  
207 Obligations shall be mailed, as provided in this Ordinance. The City, or its designee, shall have  
208 the right to inspect the Registration Books during regular business hours of the Paying  
209 Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books  
210 confidential and, unless otherwise required by law, shall not permit their inspection by any other  
211 entity. Ownership of each Obligation may be transferred in the Registration Books only upon  
212 presentation and surrender of the Obligation to the Paying Agent/Registrar for transfer of  
213 registration and cancellation, together with proper written instruments of assignment, in form and  
214 with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment  
215 of the Obligation, or any portion of the Obligation, in any Authorized Denomination, to the  
216 assignee or assignees, and the right of the assignee or assignees to have the Obligation or any  
217 portion of the Obligation registered in the name of the assignee or assignees. Upon the assignment  
218 and transfer of any Obligation, a new substitute obligation or obligations shall be issued in  
219 exchange for the Obligation in the manner provided in this Ordinance.

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

227 (c) The Paying Agent/Registrar shall act as the paying agent for paying the principal  
228 of, premium, if any, and interest on, the Obligations, and to act as the agent of the City to exchange  
229 or replace Obligations, all as provided in this Ordinance. The Paying Agent/Registrar shall keep  
230 proper records of all payments made by the City and the Paying Agent/Registrar with respect to  
231 the Obligations, and of all exchanges and replacements, as provided in this Ordinance.

232 (d) Each Obligation may be exchanged for fully registered obligations as set forth in  
233 this Ordinance. Each Obligation issued and delivered pursuant to this Ordinance may, upon  
234 surrender at the Designated Payment/Transfer Office, together with a written request duly executed  
235 by the Registered Owner or its assignee or assignees, or its or their duly authorized attorneys or  
236 representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the  
237 option of the Registered Owner or its assignee or assignees, as appropriate, be exchanged for fully  
238 registered obligations, without interest coupons, in the form prescribed in the Form of Obligation,  
239 in any Authorized Denomination (subject to the requirement stated below that each substitute  
240 Obligation shall have a single stated maturity date), as requested in writing by the Registered  
241 Owner or its assignee or assignees, in an aggregate principal amount equal to the unredeemed

242 principal amount of any Obligation or Obligations so surrendered, and payable to the appropriate  
243 Registered Owner, assignee, or assignees. If a portion of any Obligation is assigned and  
244 transferred, each Obligation issued in exchange shall have the same maturity date and bear interest  
245 at the same rate as the Obligation for which it is being exchanged. Each substitute Obligation shall  
246 bear a letter and/or number to distinguish it from each other Obligation. The Paying  
247 Agent/Registrar shall exchange or replace Obligations as provided in this Ordinance, and each  
248 fully registered Obligation delivered in exchange for or replacement of any Obligation or portion  
249 of an Obligation as permitted or required by any provision of this Ordinance shall constitute one  
250 of the Obligations for all purposes of this Ordinance, and may again be exchanged or replaced.  
251 Any Obligation delivered in exchange for or replacement of another Obligation before the first  
252 scheduled interest payment date on the Obligations (as stated on the face of the Obligation) shall  
253 be dated the same date, but each substitute Obligation delivered on or after the first scheduled  
254 interest payment date shall be dated the interest payment date preceding the date on which the  
255 substitute Obligation is delivered, unless the substitute Obligation is delivered on an interest  
256 payment date, in which case it shall be dated as of the date of delivery; however, if at the time of  
257 delivery of any substitute Obligation the interest on the Obligation for which it is being exchanged  
258 has not been paid, then the substitute Obligation shall be dated the date to which interest has been  
259 paid in full. On each substitute Obligation issued in exchange for or replacement of any Obligation  
260 issued under this Ordinance there shall be printed on the Obligation the Authentication Certificate.  
261 An authorized representative of the Paying Agent/Registrar shall, before the delivery of any  
262 substitute Obligation, date the substitute Obligation in the manner set forth above, and manually  
263 sign and date the Authentication Certificate, and no substitute Obligation shall be considered to be  
264 issued or outstanding unless the Authentication Certificate is executed. The Paying  
265 Agent/Registrar promptly shall cancel all Obligations surrendered for exchange or replacement.  
266 No additional ordinances, orders, or resolutions need be passed or adopted by Council or any other  
267 body or person to accomplish the exchange or replacement of any Obligation, and the Paying  
268 Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Obligations  
269 in the manner prescribed in this Ordinance. Pursuant to Chapter 1206, the duty of exchange or  
270 replacement of any Obligation is imposed on the Paying Agent/Registrar, and, upon the execution  
271 of the Authentication Certificate, the exchanged or replaced obligation shall be valid,  
272 incontestable, and enforceable in the same manner and with the same effect as the Initial Obligation  
273 which originally was delivered pursuant to this Ordinance, approved by the Texas Attorney  
274 General, and registered by the Comptroller.

275 (e) All Obligations issued in exchange or replacement of any other Obligation or  
276 portion of an Obligation (i) shall be issued in fully registered form, without interest coupons, with  
277 the principal of and interest on the Obligations to be payable only to the Registered Owners,  
278 (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned,  
279 (iv) may be exchanged for other Obligations, (v) shall have the characteristics, (vi) shall be signed  
280 and sealed, and (vii) the principal of and interest on the Obligations shall be payable, all as  
281 provided, and in the manner required or indicated in this Ordinance and the Official Bid Form or  
282 Purchase Agreement.

283 (f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and  
284 charges for making transfers of Obligations, but the Registered Owner of any Obligation  
285 requesting the transfer shall pay any taxes or other governmental charges required for the transfer.  
286 The Registered Owner of any Obligation requesting any exchange shall pay the Paying  
287 Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any  
288 Obligation or a portion of an Obligation, together with any required taxes or governmental charges,  
289 all as a condition precedent to the exercise of the privilege of exchange, except in the case of the

290 exchange of an assigned and transferred Obligation or Obligations or any portion or portions in  
291 any Authorized Denomination, the fees and charges will be paid by the City. In addition, the City  
292 covenants with the Registered Owners of the Obligations that it will (i) pay the reasonable and  
293 standard or customary fees and charges of the Paying Agent/Registrar for its services with respect  
294 to the payment of the principal of and interest on the Obligations, when due, and (ii) pay the fees  
295 and charges of the Paying Agent/Registrar for services with respect to the transfer or registration  
296 of Obligations, and with respect to the exchange of Obligations solely to the extent stated above.

297 (g) An Authorized Representative is authorized to execute and deliver the Paying  
298 Agent/Registrar Agreement. The City covenants with the Registered Owners of the Obligations  
299 that at all times while the Obligations are outstanding the City will provide a competent and legally  
300 qualified bank, trust company, or other entity duly qualified and legally authorized to act as and  
301 perform the services of Paying Agent/Registrar for the Obligations under this Ordinance, and that  
302 the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option,  
303 change the Paying Agent/Registrar upon not less than 60 days' written notice to the Paying  
304 Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its  
305 successor by merger, acquisition, or other method) should resign or otherwise stop acting as such,  
306 the City covenants that it will promptly appoint a competent and legally qualified national or state  
307 banking institution organized and doing business under the laws of the United States of America  
308 or of any state, authorized under the laws to exercise trust powers, subject to supervision or  
309 examination by federal or state authority, and whose qualifications substantially are similar to the  
310 previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any  
311 change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer  
312 and deliver the Registration Books (or a copy of these Registration Books), along with all other  
313 pertinent books and records relating to the Obligations, to the new Paying Agent/Registrar  
314 designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City  
315 promptly will cause a written notice to be sent by the new Paying Agent/Registrar to each  
316 Registered Owner of the Obligations, by United States mail, first-class postage prepaid, which  
317 notice also shall give the address of the new Paying Agent/Registrar. By accepting the position  
318 and performing as such, each Paying Agent/Registrar shall be considered to have agreed to the  
319 provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each  
320 Paying Agent/Registrar.

321 **PART 8. FORM OF OBLIGATIONS.**

322 The Obligations shall be signed with the manual or facsimile signatures of the Mayor and  
323 the City Clerk, and the seal of the City shall be affixed or impressed on the Obligations. The form  
324 of all Obligations, including the form of the Comptroller's Registration Certificate to accompany  
325 the Initial Obligation, the form of the Authentication Certificate, and the Form of Assignment to  
326 be printed on each Obligation, shall be, respectively, substantially in the form set forth in Exhibit  
327 A, with such appropriate variations, omissions, or insertions as are permitted or required by this  
328 Ordinance and the Official Bid Form or Purchase Agreement.

329 **PART 9. LEVY OF TAX; INTEREST AND SINKING FUND.**

330 (a) The Interest and Sinking Fund (which may include the designation or title by which  
331 a series of Obligations shall be known, as determined pursuant to PART 4(b) of this Ordinance) is  
332 created and it shall be established and maintained at an official depository of the City. The Interest  
333 and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City  
334 and shall be used only for paying the interest on and principal of the Obligations. All ad valorem

335 taxes levied and collected for and on account of the Obligations shall be deposited, as collected,  
336 to the credit of the Interest and Sinking Fund. During each year while any Obligation is  
337 outstanding and unpaid, Council shall compute and ascertain the rate and amount of ad valorem  
338 tax, based on the latest approved tax rolls of the City, with full allowances being made for tax  
339 delinquencies and costs of tax collections, which will be sufficient to raise and produce the money  
340 required to pay the interest on the Obligations as the interest comes due, and to provide a sinking  
341 fund to pay the principal of the Obligations as the principal matures, but never less than 2% of the  
342 outstanding principal amount of the Obligations as a sinking fund each year. The rate and amount  
343 of ad valorem tax needed to fund this obligation is ordered to be and is hereby levied against all  
344 taxable property in the City for each year while any Obligation is outstanding and unpaid, and the  
345 ad valorem tax shall be assessed and collected each year and deposited to the credit of the Interest  
346 and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the  
347 Obligations, as the interest comes due, and the principal matures as provided in the Official Bid  
348 Form or Purchase Agreement, are pledged for this purpose, within the limit set by law. The City  
349 appropriates from current funds on hand, and directs the transfer for deposit into the Interest and  
350 Sinking Fund moneys as may be necessary to pay debt service on the Obligations scheduled to  
351 occur prior to receipt of taxes levied to pay such debt service. Money in the Interest and Sinking  
352 Fund, at the option of the City, may be invested in the securities or obligations as permitted under  
353 applicable law and the City's investment policy. Any securities or obligations in which money is  
354 invested shall be kept and held in trust for the benefit of the owners of the Obligations and shall  
355 be sold and the proceeds of sale shall be timely applied to the making of all payments required to  
356 be made from the Interest and Sinking Fund. Interest and income derived from the investment of  
357 money in the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund.

358 (b) Should more than one series of Obligations be sold under authority of this  
359 Ordinance, a separate interest and sinking fund will be created and maintained at an official  
360 depository of the City to secure each series of Obligations.

361 (c) Chapter 1208 applies to the issuance of the Obligations and the pledge of ad  
362 valorem taxes made under PART 9(a) of this Ordinance, and the pledge is valid, effective, and  
363 perfected. If Texas law is amended at any time while any Obligation is outstanding and unpaid so  
364 that the pledge of ad valorem taxes made by the City under PART 9(a) of this Ordinance is to be  
365 subject to the filing requirements of Chapter 9, then to preserve to the Registered Owners of the  
366 Obligations the perfection of the security interest in the pledge, the City agrees to take such  
367 measures as it determines are reasonable and necessary under Texas law to comply with the  
368 applicable provisions of Chapter 9 and enable a filing to perfect the security interest in the pledge.

369 **PART 10. DAMAGED, LOST, STOLEN OR DESTROYED OBLIGATIONS.**

370 (a) In the event any outstanding Obligation is damaged, mutilated, lost, stolen, or  
371 destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new  
372 obligation of the same principal amount, maturity, and interest rate as the damaged, mutilated, lost,  
373 stolen, or destroyed Obligation in replacement for the Obligation in the manner provided in this  
374 Ordinance.

375 (b) Application for replacement of any damaged, mutilated, lost, stolen, or destroyed  
376 Obligation shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction  
377 of an Obligation, the applicant for a replacement obligation shall furnish to the City and to the  
378 Paying Agent/Registrar the security or indemnity as may be required by them to save each of them  
379 harmless from any loss or damage with respect to the Obligation. Also, in every case of loss, theft,

380 or destruction of an Obligation, the applicant shall furnish to the City and to the Paying  
381 Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of the Obligation.  
382 In every case of damage or mutilation of an Obligation, the applicant shall surrender to the Paying  
383 Agent/Registrar for cancellation the damaged or mutilated Obligation.

384 (c) Notwithstanding clauses (a) and (b), in the event any Obligation shall have  
385 matured, and there is no continuing default in the payment of the principal of, premium, if any, or  
386 interest on the Obligation, the City may authorize its payment (without surrender except in the  
387 case of a damaged or mutilated Obligation) instead of issuing a replacement Obligation, provided  
388 security or indemnity is furnished as above provided in this PART.

389 (d) Prior to the issuance of any replacement Obligation, the Paying Agent/Registrar  
390 shall charge the owner of the Obligation with all legal, printing, and other expenses in connection  
391 with the replacement. Every replacement Obligation issued pursuant to the provisions of this  
392 Ordinance by virtue of the fact that any Obligation is damaged, mutilated, lost, stolen, or destroyed  
393 shall constitute a contractual obligation of the City whether the damaged, mutilated, lost, stolen,  
394 or destroyed Obligation shall be found, or be enforceable by anyone, and shall be entitled to all  
395 the benefits of this Ordinance equally and proportionately with any and all other Obligations duly  
396 issued under this Ordinance.

397 (e) In accordance with Chapter 1206, this PART constitutes authority for the issuance  
398 of any such replacement Obligation without necessity of further action by Council or any other  
399 body or person, and the duty of the replacement of the Obligations is authorized and imposed on  
400 the Paying Agent/Registrar, subject to the conditions imposed by this PART, and the Paying  
401 Agent/Registrar shall authenticate and deliver the Obligations in the form and manner and with  
402 the effect, as provided in PART 7(d) of this Ordinance for Obligations issued in exchange for other  
403 Obligations.

404 **PART 11. SUBMISSION OF PROCEEDINGS TO ATTORNEY GENERAL.**

405 The Mayor, or his designee, and each Authorized Representative, is authorized to have  
406 control of the Obligations and all necessary records and proceedings pertaining to the Obligations  
407 pending their delivery and their investigation, examination and approval by the Texas Attorney  
408 General and their registration by the Comptroller. The City shall submit a single contractual  
409 obligation to the Texas Attorney General, in the aggregate principal amount of the Obligations  
410 sold and containing the interest rates and schedule of principal payment dates, all as set forth in  
411 the Official Bid Form or Purchase Agreement (the "Initial Obligation"). Upon registration of the  
412 Initial Obligation, the Comptroller (or a deputy designated in writing to act for the Comptroller)  
413 shall manually sign the Comptroller's Registration Certificate accompanying the Initial  
414 Obligation, and the seal of the Comptroller shall be impressed, or placed in facsimile, on the Initial  
415 Obligation. The Initial Obligation shall be numbered T-1. After registration by the Comptroller,  
416 delivery of the Obligations shall be made to the Underwriters, under and subject to the general  
417 supervision and direction of the Mayor or an Authorized Representative, against receipt by the  
418 City of all amounts due to the City under the terms of sale, and the Initial Obligation shall be  
419 cancelled. Council authorizes the payment of the fee of the Office of the Attorney General of the  
420 State of Texas for the examination of the proceedings relating to the issuance of the Obligations,  
421 in the amount determined in accordance with the provisions of Section 1202.004, Texas  
422 Government Code.

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**PART 12. SALE OF OBLIGATIONS; OFFICIAL STATEMENT.**

(a) The Obligations shall be sold to the Underwriters at the price set forth in the Official Bid Form, and delivery of the Obligations to the Underwriters shall be made upon receipt of payment in accordance with the terms of the Official Bid Form. An Authorized Representative is authorized and directed to execute the Official Bid Form on behalf of the City, and the Mayor, Mayor Pro Tem, City Manager or Acting or Interim City Manager, Chief Financial Officer, City Clerk, and all other officials, agents and representatives of the City are authorized to execute and deliver any agreements, certificates, instruments and other documents, and do any and all things necessary or desirable to satisfy the conditions set out in the documents, to provide for the issuance and delivery of the Obligations.

(b) Council ratifies, authorizes and approves, in connection with the sale of the Obligations, the preparation and distribution of the Preliminary Official Statement and a final Official Statement, substantially in the form of the Preliminary Official Statement, containing additional information and amendments as may be necessary to conform to the terms of the Obligations, this Ordinance, and the Official Bid Form or Purchase Agreement, and the Preliminary Official Statement is deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. An Authorized Representative is authorized to approve any amendments and supplements to the Official Statement as either of them deem necessary or appropriate. The Mayor and City Clerk are authorized to execute the final Official Statement by manual, facsimile or electronic signature and/or to deliver a certificate pertaining to the final Official Statement as prescribed in the Official Statement, dated as of the date of payment for and delivery of the Obligations.

(c) The Mayor, Mayor Pro Tem, City Manager or Acting or Interim City Manager, City Clerk, Chief Financial Officer and all other officials, agents and representatives of the City are authorized to take actions as any officer, official, agent or representative shall approve in seeking ratings on the Obligations from one or more nationally recognized statistical ratings organizations, or any confirmation of ratings issued by a rating agency, and these actions are ratified and confirmed.

(d) Proceeds from the sale of the Obligations shall be disbursed in the amounts and for the purposes set forth in the closing letter of instructions. An Authorized Representative may provide for the establishment of any fund, account or subaccount as deemed necessary or appropriate for the safekeeping and administration of proceeds from the sale of the Obligations pending their disbursement for authorized purposes.

(e) An Authorized Representative shall not execute the Official Bid Form or Purchase Agreement unless each of the Underwriters has confirmed to an Authorized Representative that either it has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or is exempt from making filings under Section 2252.908(c)(4), Texas Government Code. Within 30 days of receipt of the execution of the Official Bid Form, disclosure filings received from any of the Underwriters will be acknowledged by the City in accordance with the rules of the Texas Ethics Commission.

**PART 13. COVENANTS TO MAINTAIN TAX EXEMPT STATUS.**

The City covenants to refrain from any action which would adversely affect, or to take any action to assure, the treatment of the Obligations as obligations described in section 103 of the

466 Code, the interest on which is not includable in the "gross income" of the holder for purposes of  
467 federal income taxation. The City covenants as follows:

468  
469 (a) to take any action to assure that no more than 10 percent of the proceeds of  
470 the Obligations or the projects financed therewith (less amounts deposited to a reserve  
471 fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the  
472 Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not  
473 received by the City, with respect to such private business use, do not, under the terms of  
474 this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for  
475 the payment of more than 10 percent of the debt service on the Obligations, in contra-  
476 vention of section 141(b)(2) of the Code;

477  
478 (b) to take any action to assure that in the event that the "private business use"  
479 described in subsection (a) hereof exceeds 5 percent of the proceeds of the Obligations or  
480 the projects financed therewith (less amounts deposited into a reserve fund, if any) then the  
481 amount in excess of 5 percent is used for a "private business use" which is "related" and  
482 not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the  
483 governmental use;

484  
485 (c) to take any action to assure that no amount which is greater than the lesser  
486 of \$5,000,000, or 5 percent of the proceeds of the Obligations (less amounts deposited into  
487 a reserve fund, if any), is directly or indirectly used to finance loans to persons, other than  
488 state or local governmental units, in contravention of section 141(c) of the Code;

489  
490 (d) to refrain from taking any action which would otherwise result in the  
491 Obligations being treated as "private activity bonds" within the meaning of section 141(a)  
492 of the Code;

493  
494 (e) to refrain from taking any action that would result in the Obligations being  
495 "federally guaranteed" within the meaning of section 149(b) of the Code;

496  
497 (f) to refrain from using any portion of the proceeds of the Obligations, directly  
498 or indirectly, to acquire or to replace funds which were used, directly or indirectly, to  
499 acquire investment property (as defined in section 148(b)(2) of the Code) which produces  
500 a materially higher yield over the term of the Obligations, other than investment property  
501 acquired with --

502  
503 (1) proceeds of the Obligations invested for a reasonable temporary  
504 period, until such proceeds are needed for the purpose for which the Obligations  
505 are issued,

506  
507 (2) amounts invested in a bona fide debt service fund, within the  
508 meaning of section 1.148-1(b) of the Treasury Regulations, and

509  
510 (3) amounts deposited in any reasonably required reserve or  
511 replacement fund to the extent such amounts do not exceed 10 percent of the  
512 proceeds of the Obligations;

513

514 (g) to otherwise restrict the use of the proceeds of the Obligations or amounts  
515 treated as proceeds of the Obligations, as may be necessary, so that the Obligations do not  
516 otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);  
517

518 (h) to refrain from using the proceeds of the Obligations or the proceeds of any  
519 prior bonds to pay debt service on another issue more than ninety (90) days after the  
520 issuance of the Obligations in contravention of section 149(d) of the Code (relating to  
521 advance refundings); and  
522

523 (i) to pay to the United States of America at least once during each five-year  
524 period (beginning on the date of delivery of the Obligations) an amount that is at least equal  
525 to 90 percent of the "excess earnings", within the meaning of section 148(f) of the Code,  
526 and to pay to the United States of America, not later than 60 days after the Obligations  
527 have been paid in full, 100 percent of the amount then required to be paid as a result of  
528 Excess Earnings under section 148(f) of the Code.  
529

530 The City understands that the term "proceeds" includes "disposition proceeds" as defined in the  
531 Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and  
532 proceeds of the refunded bonds expended prior to the date of the issuance of the Obligations. It is  
533 the understanding of the City that the covenants contained herein are intended to assure compliance  
534 with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury  
535 pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify  
536 or expand provisions of the Code, as applicable to the Obligations, the City will not be required to  
537 comply with any covenant contained herein to the extent that such failure to comply, in the opinion  
538 of nationally-recognized bond counsel, will not adversely affect the exemption from federal  
539 income taxation of interest on the Obligations under section 103 of the Code. In the event that  
540 regulations or rulings are hereafter promulgated which impose additional requirements which are  
541 applicable to the Obligations, the City agrees to comply with the additional requirements to the  
542 extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption  
543 from federal income taxation of interest on the Obligations under section 103 of the Code. In  
544 furtherance of the foregoing, the Mayor, the City Manager or Acting or Interim City Manager, any  
545 Assistant City Manager, the Chief Financial Officer, any Deputy Chief Financial Officer and the  
546 City Treasurer may execute any certificates or other reports required by the Code and make such  
547 elections, on behalf of the City, which may be permitted by the Code as are consistent with the  
548 purpose for the issuance of the Obligations. In order to facilitate compliance with the above clause  
549 (i), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of  
550 America, and such Rebate Fund shall not be subject to the claim of any other person, including  
551 without limitation the registered owners of the Obligations. The Rebate Fund is established for  
552 the additional purpose of compliance with section 148 of the Code.  
553

554 The City covenants to account for on its books and records the expenditure of proceeds  
555 from the sale of the Obligations and any investment earnings thereon to be used to finance the  
556 Property described in Schedule I by allocating proceeds to expenditures within eighteen (18)  
557 months of the later of the date that (a) the expenditure on a Property is made or (b) the acquisition  
558 of the Property is completed. The City shall not expend such proceeds or investment earnings  
559 more than 60 days after the later of (a) the fifth anniversary of the date of delivery of the  
560 Obligations or (b) the date the Obligations are retired, unless the City obtains an opinion of  
561 nationally-recognized bond counsel substantially to the effect that the expenditure will not  
562 adversely affect the tax-exempt status of the Obligations. The City shall not be obligated to comply  
563 with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that

564 the failure to comply will not adversely affect the excludability for federal income tax purposes  
565 from gross income of the interest.  
566

567 The City covenants that the property financed or refinanced with the proceeds of the  
568 Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the  
569 City of cash or other compensation, unless the City obtains an opinion of nationally-recognized  
570 bond counsel substantially to the effect that such sale or other disposition will not adversely affect  
571 the tax-exempt status of the Obligations. The portion of the property comprising personal property  
572 and disposed of in the ordinary course of business shall not be treated as a transaction resulting in  
573 the receipt of cash or other compensation. The City shall not be obligated to comply with this  
574 covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that the failure  
575 to comply will not adversely affect the excludability for federal income tax purposes from gross  
576 income of the interest.

577 **PART 14. CONTINUING DISCLOSURE OBLIGATION.**

578 (a) *Annual Reports.*

579 (i) The City shall provide annually to the MSRB, (A) within six months after  
580 the end of each fiscal year of the City, financial information and operating data with respect  
581 to the City of the general type included in the final Official Statement authorized by  
582 PART 12 of this Ordinance, being information of the type described in the final Official  
583 Statement, including financial statements of the City if audited financial statements of the  
584 City are then available, and (B) if not provided as part of the financial information and  
585 operating data, audited financial statements of the City, when and if available. Any  
586 financial statements to be provided shall be (x) prepared in accordance with the accounting  
587 principles described in the final Official Statement, or other accounting principles as the  
588 City may be required to employ from time to time pursuant to state law or regulation, and  
589 in substantially the form included in the final Official Statement, and (y) audited, if the  
590 City commissions an audit of the financial statements and the audit is completed within the  
591 period during which they must be provided. If the audit of financial statements is not  
592 complete within 12 months after any fiscal year end, then the City shall file unaudited  
593 financial statements within the 12-month period and audited financial statements for the  
594 applicable fiscal year, when and if the audit report on the financial statements becomes  
595 available.

596 (ii) If the City changes its fiscal year, it will notify the MSRB of the change  
597 (and of the date of the new fiscal year end) before the next date the City would be required  
598 to provide financial information and operating data pursuant to this PART.

599 The financial information and operating data to be provided pursuant to this PART  
600 may be set forth in full in one or more documents or may be included by specific reference  
601 to any document (including an official statement or other offering document) available to  
602 the public on the MSRB's website or filed with the SEC. Filings shall be made  
603 electronically, accompanied by identifying information as prescribed by the MSRB.

604 (b) *Disclosure Event Notices.* The City shall notify the MSRB in an electronic format  
605 prescribed by the MSRB, in a timely manner not in excess of 10 Business Days after the occurrence  
606 of the event, of any of the following events with respect to the Obligations:

607 (i) Principal and interest payment delinquencies;

- 608 (ii) Non-payment related defaults, if material;  
609 (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;  
610 (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;  
611 (v) Substitution of credit or liquidity providers, or their failure to perform;  
612 (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of  
613 proposed or final determinations of taxability, Notices of Proposed Issue  
614 (IRS Form 5701-TEB) or other material notices or determinations with  
615 respect to the tax status of the Obligations, or other material events affecting  
616 the tax status of the Obligations;  
617 (vii) Modifications to rights of holders of the Obligations, if material;  
618 (viii) Obligation calls, if material, and tender offers;  
619 (ix) Defeasances;  
620 (x) Release, substitution, or sale of property securing repayment of the  
621 Obligations, if material;  
622 (xi) Rating changes;  
623 (xii) Bankruptcy, insolvency, receivership or similar event of the City;  
624 (xiii) The consummation of a merger, consolidation, or acquisition involving the  
625 City or the sale of all or substantially all of the assets of the City, other than  
626 in the ordinary course of business, the entry into a definitive agreement to  
627 undertake such an action or the termination of a definitive agreement  
628 relating to any such actions, other than pursuant to its terms, if material;  
629 (xiv) Appointment of a successor trustee or change in the name of the trustee, if  
630 material;  
631 (xv) Incurrence of a Financial Obligation of the Obligated Person, if material, or  
632 agreement to covenants, events of default, remedies, priority rights, or other  
633 similar terms of a Financial Obligation of the Obligated Person, any of  
634 which affect security holders, if material; and  
635 (xvi) Default, event of acceleration, termination event, modification of terms, or  
636 other similar event under the terms of a Financial Obligation of the  
637 Obligated Person, and which reflect financial difficulties.

638 The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a  
639 timely manner, of any failure by the City to provide financial information or operating data in  
640 accordance with subsection (a) of this PART by the time required by subsection (a).

641 As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar  
642 event” means the appointment of a receiver, fiscal agent or similar officer for the City in a  
643 proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law  
644 in which a court or governmental authority has assumed jurisdiction over substantially all of the  
645 assets or business of the City, or if jurisdiction has been assumed by leaving Council and officials  
646 or officers of the City in possession but subject to the supervision and orders of a court or  
647 governmental authority, or the entry of an order confirming a plan of reorganization, arrangement  
648 or liquidation by a court or governmental authority having supervision or jurisdiction over  
649 substantially all of the assets or business of the City.

650 As used in clauses (xv) and (xvi) above, the term "Financial Obligation" means: (i) a debt  
651 obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a  
652 source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii);  
653 however, the term Financial Obligation shall not include Municipal Securities as to which a final  
654 official statement has been provided to the MSRB consistent with the Rule; the term "Municipal

655 Securities" means securities which are direct obligations of, or obligations guaranteed as to  
656 principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality  
657 of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or  
658 more states and any other Municipal Securities described by Section 3(a)(29) of the Securities  
659 Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated  
660 Person" means the City.

661  
662 (c) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe  
663 and perform the covenants named in this PART for only so long as the City remains an "obligated  
664 person" with respect to the Obligations within the meaning of the Rule, except that the City will  
665 give written notice of any deposit made in accordance with this Ordinance, or applicable law, that  
666 causes any Obligation no longer to be outstanding.

667 The provisions of this PART are for the sole benefit of the holders and beneficial owners  
668 of the Obligations, and nothing in this PART, express or implied, shall give any benefit or any  
669 legal or equitable right, remedy, or claim to any other person. The City undertakes to provide only  
670 the financial information, operating data, financial statements, and notices which it has expressly  
671 agreed to provide pursuant to this PART and does not undertake to provide any other information  
672 that may be relevant or material to a complete presentation of the City's financial results, condition,  
673 or prospects or to update any information provided in accordance with this PART or otherwise,  
674 except as expressly provided in this Ordinance. The City does not make any representation or  
675 warranty concerning the information or its usefulness to a decision to invest in or sell Obligations  
676 at any future date.

677 UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER  
678 OR BENEFICIAL OWNER OF ANY OBLIGATION OR ANY OTHER PERSON, IN  
679 CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM  
680 ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS  
681 PART, OF ANY COVENANT SPECIFIED IN THIS PART, BUT EVERY RIGHT AND  
682 REMEDY OF ANY PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY  
683 BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC  
684 PERFORMANCE.

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

689 The provisions of this PART may be amended by the City from time to time to adapt to  
690 changed circumstances that arise from a change in legal requirements, a change in law, or a change  
691 in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this  
692 PART, as amended, would have permitted an underwriter to purchase or sell Obligations in the  
693 primary offering of the Obligations in compliance with the Rule, taking into account any  
694 amendments or interpretations of the Rule since the offering as well as the changed circumstances  
695 and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount  
696 required by any other provision of this Ordinance that authorizes an amendment) of the outstanding  
697 Obligations consent to the amendment or (b) a person that is unaffiliated with the City (such as  
698 nationally-recognized bond counsel) determines that the amendment will not materially impair the  
699 interest of the holders and beneficial owners of the Obligations. If the City amends the provisions  
700 of this PART, it shall include with the next financial information and operating data provided in

701 accordance with subsection (a) of this PART an explanation, in narrative form, of the reason for  
702 the amendment and of the impact of any change in the type of financial information or operating  
703 data so provided. The City may also amend or repeal the provisions of this continuing disclosure  
704 agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final  
705 jurisdiction enters judgment that the provisions of the Rule are invalid, but only if and to the extent  
706 that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or  
707 selling Obligations in the primary offering of the Obligations. Should the Rule be amended to  
708 obligate the City to make filings with or provide notices to entities other than the MSRB, the City  
709 agrees to undertake such obligation in accordance with the Rule as amended.

710 **PART 15. DTC REGISTRATION.**

711 The Obligations initially shall be issued and delivered in the manner that no physical  
712 distribution of the Obligations will be made to the public, and DTC initially will act as depository  
713 for the Obligations. DTC has represented that it is a limited purpose trust company incorporated  
714 under the laws of the State of New York, a member of the Federal Reserve System, a “clearing  
715 corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing  
716 agency” registered under Section 17A of the Securities Exchange Act of 1934, as amended, and  
717 the City accepts, but in no way verifies, the representations of DTC. The Obligations initially  
718 authorized by this Ordinance intended to be held by DTC shall be delivered to and registered in  
719 the name of Cede & Co., the nominee of DTC. It is expected that DTC will hold the Obligations  
720 on behalf of the Underwriters and their participants. So long as each Obligation is registered in  
721 the name of Cede & Co., the Paying Agent/Registrar shall treat and deal with DTC the same in all  
722 respects as if it were the actual and beneficial owner. It is expected that DTC will maintain a book-  
723 entry system, which will identify ownership of the Obligations in Authorized Denominations, with  
724 transfers of ownership being effected on the records of DTC and its participants pursuant to rules  
725 and regulations established by them, and that the Obligations initially deposited with DTC shall  
726 be immobilized and not be further exchanged for substitute Obligations except as set forth in this  
727 Ordinance. The City and the Paying Agent/Registrar are not responsible or liable for any functions  
728 of DTC, will not be responsible for paying any fees or charges with respect to its services, will not  
729 be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its  
730 participants, or protecting any interests or rights of the beneficial owners of the Obligations. It  
731 shall be the duty of the DTC Participants, as defined in the Official Statement, to make all  
732 arrangements with DTC to establish this book-entry system, the beneficial ownership of the  
733 Obligations, and the method of paying the fees and charges of DTC. The City does not represent,  
734 nor does it in any way covenant that the initial book-entry system established with DTC will be  
735 maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry  
736 system with DTC, if for any reason any of the originally delivered Obligations is duly filed with  
737 the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this  
738 Ordinance, substitute Obligations will be duly delivered as provided in this Ordinance, and there  
739 will be no assurance or representation that any book-entry system will be maintained for the  
740 Obligations. In connection with the initial establishment of the foregoing book-entry system with  
741 DTC, the City has executed a “Blanket Letter of Representations” prepared by DTC in order to  
742 implement the book-entry system described above.

743 **PART 16. DEFEASANCE.**

744 (a) *Defeased Obligations.* Any Obligation will be treated as a Defeased Obligation,  
745 except to the extent provided in subsection (d) of this PART, when payment of the principal of the  
746 Obligation, plus interest to the due date (whether the due date be by reason of maturity or

747 otherwise) either (i) shall have been made or caused to be made in accordance with the terms of  
748 this Ordinance, or (ii) shall have been provided for on or before the due date by irrevocably  
749 depositing with or making available to the Paying Agent/Registrar or any commercial bank or trust  
750 company authorized to serve as escrow agent for the Obligation in accordance with a Future  
751 Escrow Agreement for the payment of the Obligation (1) lawful money of the United States of  
752 America sufficient to make the payment or (2) Defeasance Securities to mature as to principal and  
753 interest in the amounts and at the time as will ensure the availability, without reinvestment, of  
754 sufficient money to provide for the payment, and when proper arrangements have been made by  
755 the City with the Paying Agent/Registrar for the payment of its services until all Defeased  
756 Obligations shall have become due and payable. There shall be delivered to the Paying  
757 Agent/Registrar a certificate of a qualified financial professional or a report from a firm of certified  
758 public accountants evidencing the sufficiency of the deposit made pursuant to clause (ii) above.  
759 The Paying Agent/Registrar shall also receive an opinion of bond counsel acceptable to the City  
760 that reflects this payment does not adversely affect the exclusion under the Code of interest on the  
761 Defeased Obligations from the gross income of the holders for federal income taxation purposes.  
762 At the time as an Obligation shall be considered to be a Defeased Obligation, the Obligation and  
763 the interest on that Obligation shall no longer be secured by, payable from, or entitled to the  
764 benefits of the ad valorem taxes levied and pledged as provided in this Ordinance, and the principal  
765 and interest shall be payable solely from the money or Defeasance Securities.

766 (b) *Investment in Defeasance Securities.* Any funds deposited with the Paying  
767 Agent/Registrar may at the written direction of the City be invested in Defeasance Securities,  
768 maturing in the amounts and times as set forth in this Ordinance, and all income from these  
769 Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment  
770 of the Obligations and interest, with respect to which money has been deposited, shall be turned  
771 over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement  
772 pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased  
773 Obligations may contain provisions permitting the investment or reinvestment of the moneys in  
774 Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of  
775 the requirements described in subsections (a) (i) or (ii) of this PART. All income from the  
776 Defeasance Securities received by the Paying Agent/Registrar which is not required for the  
777 payment of the Defeased Obligations, with respect to which money has been so deposited, shall  
778 be remitted to the City or deposited as directed in writing by the City. The Paying Agent/Registrar  
779 shall not be liable for any loss pertaining to an investment executed in accordance with written  
780 instructions from the City.

781 (c) *Paying Agent/Registrar Services.* Until all Defeased Obligations shall have  
782 become due and payable, the Paying Agent/Registrar shall perform the services of Paying  
783 Agent/Registrar for the Defeased Obligations as if they had not been defeased, and the City shall  
784 make proper arrangements to provide and pay for the services as required by this Ordinance.

785 (d) *Selection of Obligations for Defeasance.* In the event that the City elects to defease  
786 less than all of the principal amount of Obligations of a maturity, the Paying Agent/Registrar shall  
787 select, or cause to be selected, the amount of Obligations by the random method as it considers  
788 fair and appropriate.

789 **PART 17. DEFAULT AND REMEDIES.**

790 (a) *Events of Default.* Each of the following occurrences or events is an Event of  
791 Default:

792 (i) the failure to pay the principal of or interest on any Obligation when it  
793 becomes due and payable; or

794 (ii) default in the performance or observance of any other covenant, agreement  
795 or obligation of the City, the failure to perform which materially, adversely affects the  
796 rights of the Registered Owners of the Obligations, including their prospect or ability to be  
797 repaid in accordance with this Ordinance, and the continuation for a period of 60 days after  
798 notice of the default is given by any Registered Owner to the City.

799 (b) *Remedies for Default.*

800 (i) When any Event of Default occurs, any Registered Owner or the Registered  
801 Owner's authorized representative, including a trustee or trustees, may proceed against the  
802 City, or any official, officer or employee of the City in their official capacity, for the  
803 purpose of protecting and enforcing the rights of the Registered Owners under this  
804 Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in  
805 any court of competent jurisdiction, for any relief permitted by law, including the specific  
806 performance of any covenant or agreement contained in this Ordinance, or to enjoin any  
807 act or thing that may be unlawful or in violation of any right of the Registered Owners or  
808 any combination of remedies only as authorized by law.

809 (ii) All default proceedings shall be instituted and maintained for the equal  
810 benefit of all Registered Owners of outstanding Obligations.

811 (c) *Remedies Not Exclusive.*

812 (i) No remedy in this Ordinance is exclusive of any other available remedy, but  
813 each remedy shall be cumulative and shall be in addition to every other remedy given in  
814 this Ordinance or under the Obligations; however, there is no right to accelerate the debt  
815 evidenced by the Obligations.

816 (ii) The exercise of any remedy in this Ordinance shall not be considered a  
817 waiver of any other available remedy.

818 (iii) By accepting the delivery of an Obligation authorized under this Ordinance,  
819 the Registered Owner agrees that the certifications required to effect any covenants or  
820 representations contained in this Ordinance do not and shall never constitute or give rise to  
821 a personal or pecuniary liability or charge against the officers or employees of the City or  
822 Council.

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

828 **PART 18. OFFICIALS MAY ACT ON BEHALF OF THE CITY.**

829 (a) The Mayor, the Mayor Pro Tem, the City Clerk, the City Manager or Acting or  
830 Interim City Manager, any Assistant City Manager, the Chief Financial Officer, or any Deputy  
831 Chief Financial Officer, and all other officers, employees, and agents of the City, and each of them,

832 shall be authorized, empowered, and directed to do and perform all acts and things and to execute,  
833 acknowledge, and deliver in the name and under the seal and on behalf of the City all instruments  
834 as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance,  
835 the Obligations, the Official Bid Form or Purchase Agreement, the offering documents prepared  
836 in connection with the sale of the Obligations, or the Paying Agent/Registrar Agreement. In case  
837 any officer whose signature appears on any Obligation shall stop being the officer before the  
838 delivery of the Obligation, the signature shall nevertheless be valid and sufficient for all purposes  
839 as if he or she had remained in office until the delivery.

840 (b) The Mayor, the Mayor Pro Tem and any Authorized Representative are each  
841 authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance  
842 that, in their judgment and in the opinion of Bond Counsel to the City, may be necessary or  
843 convenient to carry out or assist in carrying out the purposes of this Ordinance, the Official Bid  
844 Form or Purchase Agreement, the Paying Agent/Registrar Agreement, the Preliminary Official  
845 Statement and the final Official Statement or as may be required for approval of the Obligations  
846 by the Attorney General of Texas.

847 (c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance  
848 upon an officer shall extend to an individual who occupies such office in an interim, acting or  
849 provisional capacity.

850 **PART 19. RULES OF CONSTRUCTION.**

851 For all purposes of this Ordinance, unless the context requires otherwise, all references to  
852 designated PARTS and other subdivisions are to the PARTS and other subdivisions of this  
853 Ordinance. Except where the context otherwise requires, terms defined in this Ordinance to impart  
854 the singular number shall be considered to include the plural number and vice versa. References  
855 to any named person shall mean that party and his or her successors and assigns. Any duty,  
856 responsibility, privilege, power or authority conferred by this Ordinance upon an official or officer  
857 shall extend to an individual who occupies such office in an interim, acting or provisional capacity.  
858 References to any constitutional, statutory or regulatory provision means the provision as it exists  
859 on the date this Ordinance is adopted by the City. Any reference to "Form of Obligation" refers  
860 to the form of the Obligations in Exhibit A to this Ordinance. The titles and headings of the PARTS  
861 and subsections of this Ordinance have been inserted for convenience of reference only and are  
862 not a part of this Ordinance and shall not in any way modify or restrict any of its terms or  
863 provisions.

864 **PART 20. CONFLICTING ORDINANCES REPEALED.**

865 All ordinances and resolutions or parts in conflict with this Ordinance are repealed.

866 **PART 21. IMMEDIATE EFFECT.**

867 In accordance with the provisions of Section 1201.028, Texas Government Code, this  
868 Ordinance is effective immediately upon its adoption by Council.

869

870 [The remainder of this page is intentionally left blank.]

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**PASSED AND APPROVED AND EFFECTIVE SEPTEMBER 1, 2022.**

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Steve Adler,  
Mayor, City of Austin, Texas

ATTEST:

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\_\_\_\_\_  
Myrna Rios,  
City Clerk, City of Austin, Texas

(SEAL)

APPROVED:

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\_\_\_\_\_  
Deborah Thomas,  
Acting City Attorney, City of Austin, Texas

**EXHIBIT A**

Form of Obligation

NO. R-\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF AUSTIN, TEXAS  
PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION, SERIES 2022

<u>Maturity Date</u> _____	<u>Interest Rate</u> _____ %	<u>Dated Date</u> October __, 2022	<u>CUSIP No.</u> _____
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ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF AUSTIN, TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, hereby promises to pay to

\_\_\_\_\_

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of:

\_\_\_\_\_ DOLLARS

and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified above at the rate of interest per annum specified above, with said interest being payable on May 1, 2023, and semiannually on each November 1 and May 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is dated later than May 1, 2023, such interest is payable semiannually on each November 1 and May 1 following such date.

INTEREST ON THIS OBLIGATION shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

THE PRINCIPAL OF AND INTEREST ON this Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Obligation at maturity at the designated corporate trust office in \_\_\_\_, Texas (the "Designated Payment/Transfer Office") of \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Obligation. The payment of interest on this Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the record date, which is the 15th day of the month next preceding such interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity of this Obligation prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Obligation for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with

the registered owner of this Obligation that no later than each principal payment and/or interest payment date for this Obligation it will make available to the Paying Agent/Registrar from the Interest and Sinking Fund as defined by the ordinance authorizing the Obligations (the "Ordinance") the amounts required to provide for the payment, in immediately available funds, of all principal of, premium, if any, and interest on the Obligations, when due.

IN THE EVENT OF A NON-PAYMENT of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of an Obligation appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of, premium, if any, or interest on this Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which 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. Notwithstanding the foregoing, during any period in which ownership of the Obligations is determined only by a book entry at a securities depository for the Obligations, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THIS OBLIGATION is one of a series of Obligations of like tenor and effect except as to number, principal amount, interest rate and maturity, dated as of the Dated Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$\_\_\_\_\_, for the purpose of (i) paying all or a portion of the City's contractual obligations to be incurred in connection with the acquisition, purchase or financing of personal property, and (ii) paying the costs of issuance associated with the sale of the Obligations, as described in the Ordinance, in accordance with the provisions of the Public Property Finance Act, Section 271.001, et seq., Local Government Code.

ALL OBLIGATIONS OF THIS SERIES are issuable solely as fully registered obligations, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Ordinance, this Obligation may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered obligations, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Obligation to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing

assignment of this Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Obligation may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Obligation or any portion or portions hereof from time to time by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Obligation or portion thereof. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Obligation or Obligations or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege.

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

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

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Obligation, and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of this series of Obligations, and of this Obligation, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been made, which, when collected, shall be appropriated exclusively to the payment of this Obligation and the series of which it is a part; and that the total indebtedness of the City, including the entire series of Obligations of which this is one, does not exceed any constitutional or statutory limitation.

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

IN WITNESS WHEREOF, this Obligation has been duly executed on behalf of the City,  
under its official seal, in accordance with law.

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Myrna Rios,  
City Clerk, City of Austin, Texas

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Steve Adler,  
Mayor, City of Austin, Texas

(SEAL)

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DRAFT

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Obligation is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Obligation has been issued under the provisions of the proceedings adopted by the City as described in the text of this Obligation; and that this Obligation has been issued in conversion of and exchange for or replacement of an obligation, obligations, or a portion of an obligation or obligations of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_,  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

\* \* \* \* \*

FORM OF COMPTROLLER'S CERTIFICATE  
(ATTACHED TO THE INITIAL OBLIGATION):

OFFICE OF COMPTROLLER :  
STATE OF TEXAS :

REGISTER NO. \_\_\_\_\_

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

WITNESS MY HAND and seal of office at Austin, Texas \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the  
State of Texas

(SEAL)

\* \* \* \* \*

FORM OF ASSIGNMENT:

ASSIGNMENT

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

---

Please insert Social Security or Taxpayer Identification Number of Transferee

\_\_\_\_\_  
/\_\_\_\_\_/

---

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

---

the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints

---

attorney to register the transfer of the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

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

- (i) immediately under the name of the note the headings "Maturity Date", "Interest Rate", "Dated Date" and "CUSIP No." shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

Dated Date: October \_\_, 2022

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF AUSTIN, TEXAS (the "City"), in the Counties of Travis, Williamson and Hays, promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on each of the dates and in principal installments in accordance with the following schedule:

<u>Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
May 1, 2023		
November 1, 2023		
May 1, 2024		
November 1, 2024		
May 1, 2025		
November 1, 2025		
May 1, 2026		
November 1, 2026		
May 1, 2027		
November 1, 2027		
May 1, 2028		
November 1, 2028		
May 1, 2029		
November 1, 2029		

and to pay interest thereon, from the Dated Date specified above, to the Maturity Date specified above at the rate of interest per annum specified above, with said interest being payable on May 1, 2023, and semiannually on each November 1 and May 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Obligation is dated later than May 1, 2023, such interest is payable semiannually on each November 1 and May 1 following such date.



