

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JUNE 26, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, June 26, 2023 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call - City Council determination as to whether absence of a councilmember is excused.

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT

This is an opportunity for citizens to address the convened board of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. The convened board has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the convened Board to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

1. Consideration and action to approve minutes from the May 15, 2023 regular meeting and the June 8, 2023 budget workshop meeting. (Walls)
2. Consideration and action to nominate Park Advisory Board member. (Dwiggins)
3. Consideration and action to approve Resolution R2023-008, regarding participation in the Atmos Steering Committee for 2023. (Walls)
4. Consideration and action approving R2023-0010, a resolution of the City of Alvarado, Texas, scheduling a public hearing to consider adoption of land use assumptions and a capital improvements plan under which an impact fee may be imposed for water, wastewater, and roadway facilities within the City and service area boundaries. (French)
5. Consideration and action approving R2023-0011, a resolution of the City of

Regular City Council Meeting Agenda

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Alvarado, Texas, scheduling a public hearing to consider adoption of impact fees for water, wastewater, and roadway facilities within the City and service area boundaries. (French)

6. Consideration and action to approve Resolution 2023-0009 regarding the amendment of the articles of formation for the Prairielands Public Facilities Corporation. (Suber)

NEW BUSINESS:

7. Consideration and action to approve 2023-24 rates for employee benefits - medical, dental, vision, hearing, life insurance, long-term disability and adding short-term disability. (Walls)
8. Consideration and action to authorize the City Manager to execute a construction contract with Dean Construction, in the amount of \$75,000.00, to provide for the replacement of playground equipment at 1198 Burnett Blvd., Alvarado, Texas (Moore Park). (Benson and Dwiggins)
9. Consideration and action to approve budget request from JCPOSR for 2023. (Jameye Jones)
10. Consideration and action approving Ordinance 2023-0015, an ordinance of the City of Alvarado, Texas, amending the City's fee schedule related to public improvement development inspection fees, itinerate vendor license fees, and alcohol permit fees. (French)
11. Consideration and action to approve an agreement with Vertosoft Inc. (May)
12. Consideration and action on Ordinance 2023-0012, authorizing the issuance of Certificates of Obligation. (Cox)

EXECUTIVE SESSION:

EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters: 1. § 551.071. 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. Any item listed on the agenda. B. Personnel- Former Court Administrator C. Sex Offender Ordinance D. Consider possible gift from Moving Company.

RECONVENE OPEN SESSION:

13. Convene back into open session to take action necessary as a result of items legally discussed in executive session.
14. Consideration and action to approve Ordinance 2023-14, Sex Offender Regulation. (Lopez)

COUNCIL COMMENTS

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

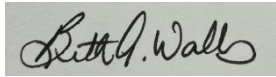
The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on June 23, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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A handwritten signature in black ink, reading "Beth A. Walls", is displayed on a light gray rectangular background.

Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
June 8, 2023
City Council Minutes

The City Council of the City of Alvarado met in Special Called Session and Budget Workshop on Thursday, June 8, 2023 at 6:00 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Cherry Bryant	Councilperson
Scott Arthur	Councilperson
Beverly Short	Councilperson

The following were absent for roll call:

Kevin Thomas	Councilperson
Michael Bennett	Councilperson

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Laura Cox	Chief Financial Officer
Donielle Suber	Assistant to the City Manager
Paula Hardison	Director Billing/Accounting
Michael Dwiggin	Public Works Director

Mayor Jacob Wheat call the meeting to order at 6:20 p.m. and gave the invocation.

AGENDA ITEM #1
CONSIDERATION AND ACTION TO AWARD A BID FOR N. CUMMINGS ST.
REPAIRS.

Motion was made by Lydia Moon and seconded by Cherry Bryant to authorize the City Manager to execute an agreement with Bates Asphalt & Repair for the N. Cummings Street repair project not to exceed \$96,850.

This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #2
BUDGET WORKSHOP

No Council Action Required.

Mayor adjourned meeting at 8:30 p.m.

Passed and approved this the 26th day of June, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD

CITY OF ALVARADO
County of Johnson
State of Texas
May 15, 2023
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Monday, May 15, 2023 at 6:30 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Cherry Bryant	Councilperson
Kevin Thomas	Councilperson
Scott Arthur	Councilperson
Beverly Short	Councilperson

The following were absent for roll call:

Michael Bennett	Councilperson
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Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Donielle Suber	Assistant to the City Manager
Justin French	Community Dev. Director
Paula Hardison	Director Billing/Accounting
John Rodgers	Fire Chief
Precious Moore	Library Director
Teddy May	Police Chief
Michael Dwiggins	Public Works Director

Mayor Jacob Wheat call the meeting to order at 6:30 p.m. and Chaplain Wade Taylor gave the invocation.

PLEDGE OF ALLEGIANCE

PEACE OFFICER MEMORIAL Mayor Wheat read a proclamation declaring May 15-May 21st as National Police Week 2023, to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a

dedicated service to their communities and in doing so, have earned for themselves an enduring reputation for preserving the rights and security of all citizens.

PUBLIC COMMENTS- Jayme Jones updated Council on events taking place in Alvarado.

INTRODUCTION OF NEW EMPLOYEES- None

AGENDA ITEM #1 - 4

CONSENT AGENDA

1. Approve minutes from the 4/17/2023 City Council Meeting
2. Consideration and action to change the date of the June meeting to June 26, 2023 due to the Juneteenth Holiday being observed on the regular meeting date.
3. Consideration and action regarding a letter of engagement with Waters, Vollmering, and Associates LLP to perform the annual audit for fiscal year 2022, and authorizing the Mayor and/or City Manager to execute any documents in connection therewith. (Cox)
4. Consideration and action to authorize the City Manager to execute a construction contract with the Demo Company, in the amount of \$15,623.00, to provide for the asbestos abatement and mold remediation at (Administration Building) 107 E. College Avenue, Alvarado, Texas. (Suber)

Motion was made by Lydia Moon and seconded by Beverly Short to approve the consent agenda.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #5

CONSIDERATION AND ACTION TO CANVAS THE RESULTS OF THE MAY 6, 2023 SPECIAL ELECTION.

May 6, 2023, an historic election was held in the City of Alvarado to approve a city charter and become a Home Rule City.

197 voters cast ballots and the proposition was passed with 64% in favor and 36% opposed.

Once Council has canvased the election results and approved the ordinance, it will be sent to the Secretary of State who will certify the election and change the designation of Alvarado from General Law A to Home Rule.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the canvas of the results of the May 6, 2023 Special Election.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #6**CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0013, DECLARING THE RESULTS OF THE MAY 6, 2023 SPECIAL ELECTION AND CONFIRMING THAT THE CITY OF ALVARADO IS NOW A HOME RULE CITY.**

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Ordinance 2023-0013 confirming that the City of Alvarado is now a Home Rule city.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #7**SWEAR IN NEWLY ELECTED COUNCIL MEMBERS.**

City Secretary Beth Walls gave the Oath of Office to the following Council Members:

Beverly Short- Ward I	Term of Office 2023-2025
Cherry Bryant- Ward II	Term of Office 2023-2026*
Scott Arthur- Ward III	Term of Office 2023-2026*

* With the passing of the Charter, Council terms are changed to 3 years with two council seats being up for election each year. These terms reflect the transition to that format.

No Council Action Required.

AGENDA ITEM #8**CONSIDERATION AND ACTION TO APPOINT ONE OF THE COUNCILMEMBERS AS MAYOR PRO TEM WHO SHALL HOLD OFFICE FOR ONE (1) YEAR AS SET FORTH IN SECTION 3.08 OF THE ALVARADO CITY CHARTER.**

Motion was made by Cherry Bryant and seconded by Kevin Thomas to elect Lydia Moon to the position of Mayor Pro Tem for the year ending May 2024.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #9**CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH BIRKHOFF, HENDRICKS, & CARTER, LLP FOR PROFESSIONAL ENGINEERING SERVICES**

FOR THE ATCHLEY AVENUE (FROM S CUMMINGS DRIVE TO S MAGNOLIA ST.) REHABILITATION PROJECT.

As a continuation towards achieving the goals of the *“Fix the Dang Roads”* program that was initiated by the Council last year, City staff is ready to move forward with the design of Atchley Street (from South Cummings Dr to South Magnolia Street) rehabilitation project.

Atchley Street is the top priority project among a list of street rehabilitation projects that were identified from an in-house study earlier this year. The list of priority projects was presented to the City Council in the February 20th Council meeting.

The length of the segment of Atchley Street between South Cummings Drive and South Magnolia Street is approximately 2100 linear feet. The project intent is to provide concrete pavement for the segment between Spears Street and Sparks and Sparks Streets (including the intersections) with a 8-inch reinforced concrete roadway considering the location of the fire station facility in this segment. The rest of the segment will be constructed with new asphalt pavement.

Currently, upon City’s solicitation, Birkhoff, Hendricks & Carter, LLP (BHC) has submitted a proposal to provide engineering services for the project. Design services include field survey, geotechnical investigation, design, bidding support, and construction administration support. The design is expected to be completed by September of this year. Construction begin date is anticipated to be sometime in December of this year.

BHC has satisfactorily provided engineering design services for various projects for the last few years, and has expertise in providing needed design services for the Atchley Street Rehabilitation project.

Motion was made by Lydia Moon and seconded by Kevin Thomas to authorize the City Manager to execute the agreement for professional engineering services for the Atchley Avenue rehabilitation project with Birkhoff, Hendricks & Carter, LLP.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #10

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN ENGINEERING AGREEMENT WITH AGUIRRE & FIELDS FOR PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR THE NORTH CUMMINGS DRIVE RECONSTRUCTION PROJECT.

The subject project is a TxDOT and City of Alvarado jointly funded project for the reconstruction of North Cummings Drive from US Hwy 67 to north of FM 508 (see attached map). The Existing roadway is a 2-lane facility. The proposed reconstruction

will provide a 3-lane facility, with one travel lane for each direction and a center turn lane/median. Additional improvements that will be provided with the reconstruction are improved drainage facility, sidewalk on both sides of the street, improvements to existing traffic signal system at the intersection with US Hwy 67, pedestrian safety measures near the schools.

The City entered into Advanced Funding Agreement (AFA) earlier this year. As per the AFA, the City will be responsible for engineering design, environmental clearance, right-of-way acquisitions, and all utility relocations necessary to accommodate the reconstruction. Upon acquisition of rights-of-way, utility relocations and completion of the design, TxDOT will take over the project for letting and will administer the project construction.

As a first step in the selection process of a firm to provide professional engineering services, the City advertised Request for Qualifications in late February, with a due date April 14th to submit proposals. The City received proposals from four (4) well qualified firms as listed below:

- 1) Aguirre & Fields, LP, Fort Worth, TX
- 2) DEC – North Texas, LLC, Fort Worth, TX
- 3) Pacheco Koch, Fort Worth, TX
- 4) Peloton Land Solutions, Fort Worth, TX

All four proposals were evaluated and scored by a selection committee that consisted of City Manager, Public Works Director, Community Development Director, and Interim City Engineer. Aguirre & Fields came out as the top ranked firm after tabulating all the scoring and found to be most suited to provide professional engineering services for the project. Also, verification references for Aguirre & Fields on their past performance for other clients' projects came out very positive.

The City staff has completed review and negotiations of scope and fee proposal by Aguirre & Fields for the engineering services necessary for the project. The proposed fee is \$1,476,686 (fee schedule is attached). The proposed fee is fair and reasonable for the efforts needed to provide effective professional engineering services for the project.

A tentative schedule for the project design has been provided by Aguirre & Fields (project schedule is attached). As per the schedule, the project will be ready to let the project for construction by TxDOT by early 2025. The construction period is expected to be approximately one year.

An approval from TxDOT is necessary before the City can execute the engineer contract with Aguirre & Fields. TxDOT is currently reviewing the contract. With the City Council approval today to award the engineering contract to Aguirre & Fields, the City Manager will execute the contract as soon receiving approval from TxDOT.

Motion was made by Lydia Moon and seconded by Kevin Thomas to authorize the City Manager to execute the agreement for professional engineering services for the North Cummings Drive Reconstruction project with Aguirre & Fields LP.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #11

CONSIDERATION AND ACTION TO REJECT ALL BIDS FOR THE LAKEVIEW DRIVE PARKING LOT CONSTRUCTION PROJECT. (RAMACHANDRA)

Upon completion of a design in February to provide a concrete parking lot adjacent to Lakeview Drive near Shirley Drive (see the attached map), the City advertised request price proposal (RFP). Teague Nall and Perkins, Inc (TNP) provided the design for the project. In response to the RFP, the city received three (3) price proposals by the specified due date of May 9th. Firm names and price proposals received are listed below:

- | | |
|---------------------------|---|
| 1) PMGR Development Group | - Proposed price is \$84,635.42. |
| 2) 123 Builders Co. | - Proposed price is \$76,164. |
| 3) Barricades Plus | - \$2,390.70 (incomplete, did not submit prices for all items). |

The City received only two (2) proposals that meet the RFP requirements despite reaching out to several contractors in the DFW area to participate in the RFP process. Price proposals received from the two participants are much higher than the engineer's cost estimate of \$35,000. The city Staff also believe that the prices will come out more competitive with higher participation by construction contractors.

Staff recommend rejecting all price proposals received on May 9th.

Motion was made by Lydia Moon and seconded by Beverly Short to reject all bids for the Lakeview Drive Parking Lot Construction Project.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #12

PRESENTATION ON PROPOSED IMPROVEMENTS TO PECAN ORCHARD WALKING TRAILS.

The city staff reviewed the feasibility and advantages of providing a walking trail in the Pecan Orchard property, owned by the City of Alvarado, located at the southeast corner of South Parkway Drive and West College Street. The property, owned by the City of Alvarado, has an area of approximately 2.6 acres.

City staff looked at the feasibility of providing a walking trail with a pedestrian bridge across the creek that runs through the park. Existing crosswalks at the intersection of South Parkway Drive and West College Street provide pedestrian connectivity between Parkway Park and College Park. Also, the existing sidewalk along the south side of West College Street provides access to the proposed walking trail.

As **Phase One**, a walking trail (probably 6' wide) that connects to the existing sidewalk along West College Street is recommended. This task can be accomplished by clearing the vegetation along the path of the proposed trail and providing either a crushed stone or mulched trail. The city staff is currently evaluating the option of partly achieving the task in-house (clearing vegetation) and installing the trail with the help of a vendor. Phase One can be achieved in less than a month from the date of beginning of the work. *(Propose Phase One is shown in solid red line in the attached map).*

Phase Two can be adding a wooden pedestrian bridge and connecting the walking trail to the intersection of South Parkway Drive and West College Street. The city staff is currently working on contacting vendors to obtain budgetary pricing for a wooden pedestrian bridge specific to the location where it is proposed to be installed.

No Council Action Required.

AGENDA ITEM #13

NOMINATION AND ACTION TO APPOINT MEMBERS TO THE CAPITAL IMPROVEMENT PLAN ADVISORY COMMITTEE.

Per Chapter 395 of the Texas Local Government Code, the City shall update the capital Improvement Program (CIP) and Impact Fee Report at least every five years. The report can be updated sooner than five years. It is typical for the cities experiencing high growth, like that the City of Alvarado is currently experiencing, to update the CIP and Impact Fee Report more frequently than every five years.

The City is currently working on updating the CIP and Impact Fee Report. The existing CIP and Impact Fee Report were developed in June 2019. Birkhoff, Hendricks & Carter, LLP has been retained by the City to update the report. Currently, drafts of the maps and new lists of capital improvement plan projects for water, wastewater and streets are being finalized.

The City Council shall appoint a Capital Improvements Program Advisory Committee (CIPAC) to assist the City in various aspects such as and not limited to advising and adopting land use assumptions, reviewing the CIP, reviewing written comments during the public hearing period, monitoring and evaluating implementation of the CIP. In the case of the City of Alvarado, CIPAC must be composed of at least five (5) members of which at least forty percent (40%) of members must be representatives of the real estate, development or building industries and one (1) member must be a representative of the Alvarado extraterritorial jurisdiction (ETJ).

Below is a list of individuals that expressed interest in serving on CIPAC.

- 1.Larry Pool (Developer)
- 2.Sandra Rendon (Realtor)
- 3.Jameye Jones (ETJ Resident)
- 4.Pam Jones
- 5.Larry Harris

Motion was made by Beverly Short and seconded by Lydia Moon to approve the nominations of Larry Pool, Sandra Rendon, Jameye Jones, Pam Jones and Larry Harris to the Capital Improvement Plan Advisory Committee.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #14

PUBLIC HEARING, CONSIDERATION AND ACTION APPROVING ORDINANCE 2023-0011 OF THE CITY OF ALVARADO, TEXAS, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 21.679 ACRES, BEING A PORTION OF A TRACT IN THE JOHN M. ROSS SURVEY, ABSTRACT 737, GENERALLY LOCATED SOUTH OF CR 508 AND EAST OF N. CUMMINGS DRIVE, INTO THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS. (AGAVE TRAILS TRACT B)

Mayor Wheat opened the Public Hearing at: 7:21 p.m.

On February 21, 2022, the Alvarado City Council approved Ordinance No. 2022-002 that annexed 120.04 acres at the request of Agave Trail Development LLC. The Alvarado ISD petitioned for the voluntary annexation of the subject 21.679 acres that has been conveyed to Agave Trail Development LLC, who has provided consent to the annexation. The subject site is intended to be rezoned and developed with single-family residences as part of a revised Agave Trail Addition development.

The Public Hearing was closed at: 7:25 p.m.

Motion was made by Kevin Thomas and seconded by Lydia Moon to approve Ordinance 2023-0011, annexing by voluntary petition a approximately 21.679 acres, being a portion of a tract in the John M. Ross Survey, Abstract 737, generally located south of CR 508 and east of N. Cumming Drive into the corporate limits of the City of Alvarado, Texas.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #15

CONSIDERATION AND ACTION REGARDING THE APPLICATION OF HEATH VOYLES WITH WESTFALL ENGINEERING ON BEHALF OF SHAW DEVELOPMENT GROUP, LLC FOR THE PARKVIEW AT ALVARADO APARTMENTS ADDITION PRELIMINARY PLAT ON 29.021 ACRES KNOWN AS TRACT 161 IN THE I. GLAZE SURVEY, A-313, TRACT 29A IN THE J. DIXON SURVEY, A-214, AND TRACT 1A IN THE J. M. ROSS SURVEY, A-737, APPROXIMATELY ADDRESSED AT 600 N. PARKWAY DRIVE. (PARKVIEW AT ALVARADO APARTMENTS)

Motion was made by Lydia Moon and seconded by Kevin Thomas to table this item until a future meeting at the request of the applicant.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #16

CONSIDERATION AND ACTION ON ORDINANCE 2023-0012, AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION.

Motion was made by Lydia Moon and seconded by Beverly Short to table adoption of Ordinance until the next meeting of the City Council to occur at 6:30 p.m. on June 26, 2023 at this location.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #17

PRESENTATION CONCERNING ABANDONING WATER WELL PERMIT WITH PRAIRIELANDS CONSERVATION DISTRICT.

No Council action required.

EXECUTIVE SESSION:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, THE CITY COUNCIL MAY CONVENE IN EXECUTIVE SESSION TO DELIBERATE REGARDING THE FOLLOWING MATTERS:

1. § 551.071. 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. ANY ITEM LISTED ON THE AGENDA.

B. POTENTIAL DONATION TO THE CITY AND PERMITTED USES OF DONATED FUNDS/ITEMS.

C. SEWER INFRASTRUCTURE.

2. SECTION § 551.073. DELIBERATION REGARDING A PROSPECTIVE GIFT OR DONATION. THE CITY COUNCIL MAY CONVENE IN EXECUTIVE SESSION TO DELIBERATE A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY.

Mayor Wheat announced the Executive Session started at: 7:40 p.m.

Mayor Wheat reconvened regular session at 8:20 p.m.

AGENDA ITEM #18

CONVENE BACK INTO OPEN SESSION TO TAKE ACTION NECESSARY AS A RESULT OF ITEMS LEGALLY DISCUSSED IN EXECUTIVE SESSION.

No action taken.

The mayor announced to Council that there will be a Budget Workshop either June 1st or June 8th. More information to be provided.

Mayor adjourned meeting at 8:22 p.m.

Passed and approved this the 26th day of June, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: *June 26, 2023*

Contact: *Devin Benson, Parks*

AGENDA ITEM:

Consideration and action to nominate Park Advisory Board member.

BACKGROUND & FINDINGS:

The City of Alvarado Parks Advisory Board has recommended that Andrew King be nominated to the board.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

RESOLUTION NO. R2023-0008

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Alvarado is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO TEXAS:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Alvarado and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2023 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 26th day of June, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Alvarado, Texas.

Jacob Wheat
Mayor

ATTEST:

Beth A Walls
City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____



City Council Meeting Management Report

Meeting Date: June 26, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action approving R2023-0010, a resolution of the City of Alvarado, Texas, scheduling a public hearing to consider adoption of land use assumptions and a capital improvements plan under which an impact fee may be imposed for water, wastewater, and roadway facilities within the City and service area boundaries.

BACKGROUND & FINDINGS:

On May 15, 2023, the Council nominated and appointed members to the Alvarado Capital Improvements Program Advisory Committee that is to make recommendation to the Council on land use assumptions and the capital improvements plan at their meeting on June 14, 2023.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve R2023-0010.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Resolution No. R2023-0010

Draft Notice of Public Hearing on Land Use Assumptions and CIP Relating to Adoption of Impact Fees

RESOLUTION NO. R2023-0010

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN UNDER WHICH AN IMPACT FEE MAY BE IMPOSED FOR WATER, WASTEWATER, AND ROADWAYS WITHIN THE CITY AND SERVICE AREA BOUNDARIES; AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE OF SAID PUBLIC HEARING.

WHEREAS, Chapter 395 of the Texas Local Government Code provides procedures for preparing land use assumptions and a capital improvements plan for the consideration of imposing water, wastewater and roadway impact fees within the City limits and service area boundaries; and

WHEREAS, the City of Alvarado has found it necessary and appropriate to employ qualified professionals to prepare land use assumptions and a capital improvements plan for water, wastewater, and roadway facilities; and

WHEREAS, the Alvarado City Council has appointed a Capital Improvements Program Advisory Committee which is charged to advise the City Council on land use assumptions and on the capital improvements plans for water, wastewater, and roadway facilities; and

WHEREAS, the Alvarado City Council now desires to schedule a public hearing on the land use assumptions and a capital improvements plan for the possible imposition of water, wastewater, and roadway impact fees in accordance with Chapter 395; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That, in accordance with Chapter 395 of the Texas Local Government Code, the City Council has employed qualified professionals to prepare land use assumptions and a capital improvements plan for the imposition of water, wastewater, and roadway impact fees within the City limits and service area boundaries.

Section 3. The City Council hereby schedules a public hearing on the land use assumptions and water, wastewater, and roadway capital improvements plan for 6:30pm, August 21, 2023, in the Council Chambers at 104 W. College, Alvarado, Texas.

Section 4. The City Secretary is directed to have notice, as attached hereto, of such public hearing published in the 18th day of July, 2023. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing.

Section 5. That copies of the land use assumptions and capital improvements plan for water, wastewater and roadway facilities shall be available to the public in the Office of the City Secretary at City Hall on and after July 24, 2023.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 26th day of June, 2023.

ATTEST:

THE CITY OF ALVARADO, TEXAS

Beth A Walls, City Secretary

Jacob Wheat, Mayor

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN
RELATING TO POSSIBLE ADOPTION OF IMPACT FEES.

Notice is hereby given that the Alvarado City Council will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Monday, August 21, 2023 at 6:30 P.M. to consider and act on the following.

Consideration on adoption of land use assumptions and a capital improvements plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.



City Council Meeting Management Report

Meeting Date: June 26, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action approving R2023-0011, a resolution of the City of Alvarado, Texas, scheduling a public hearing to consider adoption of impact fees for water, wastewater, and roadway facilities within the City and service area boundaries.

BACKGROUND & FINDINGS:

On May 15, 2023, the Council nominated and appointed members to the Alvarado Capital Improvements Program Advisory Committee that is to make recommendation to the Council on impact fee updates at their meeting on June 14, 2023.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve R2023-0011.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Resolution No. R2023-0011

Draft Notice of Public Hearing on Adoption of Impact Fees

RESOLUTION NO. R2023-0011

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, SCHEDULING A PUBLIC HEARING TO CONSIDER ADOPTION OF IMPACT FEES FOR WATER, WASTEWATER, AND ROADWAY FACILITIES WITHIN THE CITY AND SERVICE AREA BOUNDARIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alvarado City Council has authorized an impact fee study to determine whether to adopt land use assumptions, capital improvements plan, and impact fees for water, wastewater, and roadway facilities in accordance with Texas Local Government Code Chapter 395; and

WHEREAS, the Alvarado City Council has previously approved land use assumptions and capital improvements plan under which an impact fee may be imposed for water, wastewater, and roadway facilities within the City and service area boundaries; and

WHEREAS, Chapter 395 requires the Alvarado City Council to set a public hearing to consider whether to impose impact fees for water, wastewater, and roadway facilities within the City and service area boundaries; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

Section 1. That the above recitals are found to be true and correct and they are incorporated herein as findings of the City Council for all purposes.

Section 2. That a public hearing of the Alvarado City Council shall be held on August 21, 2023 at 6:30 p.m. in the Council Chambers at 104 W. College, Alvarado, Texas for the purpose of considering the adoption and imposition of impact fees for water, wastewater, and roadway facilities.

Section 3. That notice of the hearing shall be published in one or more newspapers of general circulation in Johnson County, before the 30th day before the date set for the hearing.

Section 4. The City Secretary is directed to have notice, as attached hereto, of such public hearing published on the 18th day of July, 2023. The City Secretary is further directed to send notice of hearing by certified mail to any person who has given written notice to the City Secretary requesting notice of such hearing.

Section 5. That copies of the Impact Fee Report shall be available to the public from the Office of the City Secretary at City Hall on and after July 24, 2023.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 26th day of June, 2023.

ATTEST:

THE CITY OF ALVARADO, TEXAS

Beth A Walls, City Secretary

Jacob Wheat, Mayor

NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES.

Notice is hereby given that the Alvarado City Council will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Monday, August 21, 2023 at 6:30 P.M. to consider and act on the following.

Consideration on adoption of impact fees in the amount of \$_____ per service unit for water, \$_____ per service unit for wastewater, and \$_____ per service unit for roadways. Any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fees.

LAW OFFICE OF RAMON VELA
ATTORNEY AT LAW

1200 S NEBRASKA AVE
SAN JUAN, TX 78589
TEL 956/638/7221
EMAIL rvlawoffice@yahoo.com

TO: Ms. Donielle Suber
Assistant to the City Manager
City of Alvarado

FROM: Ramon Vela, Special Counsel

DATE: May 8, 2023

SUBJECT: Articles of Amendment to Articles of Formation – Prairielands Public Facility Corporation ("PPFC") – Appointing a new Registered Agent

Ms. Suber, pursuant to our telephone conversation on May 1, 2023, I have prepared this Memorandum of Law on why the Articles of Amendment to the Articles of Formation of the PPFC to appoint a new registered agent for the Prairielands Public Facility Corporation ("PPFC") need to be considered by the Alvarado City Council and the Board of Directors of the PPFC. You may want to attach this Memorandum to the Agenda packets of the Alvarado City Council and the PPFC Board of Directors meetings when they discuss and consider this issue.

1. Section 5.201 of the Texas Business Organizations Code requires that each filing entity (PPFC) designate and continuously maintain in the State of Texas a Registered Agent and a Registered Office. The Registered Agent is an agent of the entity (PPFC) on who may be served any process, notice, or demand required or permitted by law to be served on the entity (PPFC).

The Registered Agent can be an individual or an organization. If the Registered Agent is an individual, that person must be a resident of the State of Texas that needs to consent, in written or electronic form, to serve as the Registered Agent.

The Registered Agent must maintain a business office at the same address as the entity's (PPFC's) Registered Office. The Registered Office of the entity (PPFC) must be located at a street address where process may be personally served on the entity's (PPFC's) Registered Agent. The Registered Office is not required to be a

place of business of the filing entity (PPFC) but it cannot be solely a mailbox service or a telephone answering service.

2. Presently, the Registered Agent for the PPFC is Ms. Debbie Thomas at the PPFC's Registered Office at 104 W. College Ave., Alvarado, 76009 according to the Texas Secretary of State's records and the corporate minutes of the PPFC.

Ms. Debbie Thomas retired as the Alvarado City Secretary on April 18, 2022. Ms. Debbie Thomas does not meet the Section 5.201 requirements of the Texas Business Organizations Code because she does not maintain a business office at the same address as the entity's (PPFC's) Registered Office and she cannot be served with any process notice or demand at the entity's (PPFC's) Registered Office.

3. The Agenda items for the City Council and the PPFC do not have to be published in a newspaper of general circulation. Compliance with the Texas Open Meetings Act is required.

4. The Agenda Items are for discussion and consideration of the City Council and the PPFC Board. A public hearing is not required for these Agenda Items.

I have attached the final draft of the Articles of Amendment to the Articles of Formation, The Order approving the Articles of Amendment and the Consent, Acceptance of Appointment as Registered Agent and the Agenda Items for the PPFC and the City Council.



RAMON VELA

state, that is governed wholly or partly by this code, or to which the general corporate laws are applicable.

Added by Acts 2009, 81st Leg., R.S., Ch. 1123 (H.B. 1787), Sec. 1, eff. January 1, 2010.

Sec. 5.201. DESIGNATION AND MAINTENANCE OF REGISTERED AGENT AND REGISTERED OFFICE. (a) Each filing entity and each foreign filing entity shall designate and continuously maintain in this state:

- (1) a registered agent; and
- (2) a registered office.

(b) The registered agent:

(1) is an agent of the entity on whom may be served any process, notice, or demand required or permitted by law to be served on the entity;

- (2) may be:

(A) an individual who:

- (i) is a resident of this state; and
- (ii) has consented in a written or electronic

form to be developed by the office of the secretary of state to

serve as the registered agent of the entity; or

(B) an organization, other than the filing entity or foreign filing entity to be represented, that:

(i) is registered or authorized to do business in this state; and

(ii) has consented in a written or electronic form to be developed by the office of the secretary of state to serve as the registered agent of the entity; and

(3) must maintain a business office at the same address as the entity's registered office.

(c) The registered office:

(1) must be located at a street address where process may be personally served on the entity's registered agent;

(2) is not required to be a place of business of the filing entity or foreign filing entity; and

(3) may not be solely a mailbox service or a telephone answering service.

(d) A registered agent that is an organization must have an employee available at the registered office during normal business hours to receive service of process, notice, or demand. Any

employee of the organization may receive service at the registered office.

Acts 2003, 78th Leg., ch. 182, Sec. 1, eff. Jan. 1, 2006.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 688 (H.B. 1737), Sec. 28, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1123 (H.B. 1787), Sec. 2, eff. January 1, 2010.

Acts 2011, 82nd Leg., R.S., Ch. 1151 (H.B. 2047), Sec. 1, eff. September 1, 2011.

Sec. 5.2011. CONSENT TO SERVE AS REGISTERED AGENT. (a) The designation or appointment of a person as registered agent by an organizer or managerial official of an entity in a registered agent filing is an affirmation by the organizer or managerial official that the person named as registered agent has consented to serve in that capacity.

(b) If a person designated or appointed as registered agent in a registered agent filing before the sale, acquisition, or transfer of a majority-in-interest or majority interest of the

outstanding ownership or membership interests of the represented entity continues to serve in that capacity after the sale, acquisition, or transfer, the person's continuation of service is an affirmation by the governing authority of the represented entity that the governing authority has verified that the person named as registered agent has consented to continue to serve in that capacity.

Added by Acts 2009, 81st Leg., R.S., Ch. 1123 (H.B. 1787), Sec. 3, eff. January 1, 2010.

Sec. 5.202. CHANGE BY ENTITY TO REGISTERED OFFICE OR REGISTERED AGENT. (a) A filing entity or foreign filing entity may change its registered office, its registered agent, or both by filing a statement of the change in accordance with Chapter 4.

(b) The statement must contain:

- (1) the name of the entity;
- (2) the name of the entity's registered agent;
- (3) the street address of the entity's registered agent;
- (4) if the change relates to the registered agent, the name of the entity's new registered agent;

(5) if the change relates to the registered office, the street address of the entity's new registered office;

(6) a recitation that the change specified in the statement is authorized by the entity; and

(7) a recitation that the street address of the registered office and the street address of the registered agent's business are the same.

(c) On acceptance of the statement by the filing officer, the statement is effective as an amendment to the appropriate provision of:

(1) the filing entity's certificate of formation; or

(2) the foreign filing entity's registration.

Acts 2003, 78th Leg., ch. 182, Sec. 1, eff. Jan. 1, 2006.

Sec. 5.203. CHANGE BY REGISTERED AGENT TO NAME OR ADDRESS OF REGISTERED OFFICE. (a) The registered agent of a filing entity or a foreign filing entity may change its name, its address as the address of the entity's registered office, or both by filing a statement of the change in accordance with Chapter 4.

AN ORDER OF THE CITY COUNCIL OF THE CITY OF ALVARADO, JOHNSON COUNTY, AUTHORIZING AND APPROVING THE ARTICLES OF AMENDMENT TO THE ARTICLES OF FORMATION OF THE PRAIRIELANDS PUBLIC FACILITY CORPORATION

WHEREAS, pursuant to the authority granted by Chapter 303 of the Local Government Code (the "Code"), the City Council of the City of Alvarado authorized the creation of a nonprofit public corporation to act on its behalf to finance, under the Code, "public facilities" thereunder; and

WHEREAS, the City Council of the City of Alvarado approved the Articles of Incorporation and the By Laws for the Prairielands Public Facility Corporation ("Corporation"); and

WHEREAS, the Prairielands Public Facility Corporation was formed on July 22, 2011 and issued Secretary of State file number 801456429;

WHEREAS, the Board of Directors of the Corporation have proposed Articles of Amendment to the Articles of Formation of the Prairielands Public Facility Corporation, requesting that Beth Walls be the new Registered Agent of the Corporation; and

WHEREAS, the City Council of the City of Alvarado has been presented with and has reviewed the proposed Articles of Amendment to the Articles of Formation of the Prairielands Public Facility Corporation; and

WHEREAS, the City Council of the City of Alvarado desires to authorize and approve said Articles of Amendment to the Articles of Formation of the Prairielands Public Facility Corporation, a copy of which is attached hereto; and

WHEREAS, this meeting is open to the public as required by law, and public notice of the time, place, and purpose of this meeting was given as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS:

Section 1. The findings and declarations contained in the preambles of this Order are incorporated herein as part of this Order.

Section 2. That the City Council of the City of Alvarado does hereby authorize and approve the Articles of Amendment to the Articles of Formation of the

Prairilands Public Facility Corporation, to the appointment of Beth Walls as the new Registered Agent.

Section 3. That the City Secretary of the City of Alvarado is hereby authorized and directed to execute the Articles of Amendment to the Articles of Formation of the Prairieland Public Facility Corporation, and to certify a copy of this Order for filing with the Office of the Texas Secretary of State.

Section 4. That is Order shall take effect immediately from and after its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2023.

Honorable Jacob Wheat
Mayor
City of Alvarado

ATTEST:

Beth Walls
City Secretary
City of Alvarado, Texas



City Council Meeting Management Report

Meeting Date: June 26, 2023

Contact: Beth A Walls

AGENDA ITEM: Consideration and action to approve 2023-24 rates for employee benefits - medical, dental, vision, hearing, life insurance, long-term disability and adding short-term disability.

BACKGROUND AND FINDINGS:

4 important items for 2023-24 Benefit Elections

1) BCBS- Despite having several high dollar claims on our account in 22-23, our medical coverage will only see an increase of 4% for the coming year. The original quote from BCBS was over 8% but our agent, Mike Bilbrey was able to negotiate it down to half that amount. The existing and new premiums, as well as the 2023-24 costs per month for the city and the employee is listed below.

Type of Coverage	Current Premium	New Premium	Cost to City	Cost to Employee
Employee Only (paid by City)	706.72	734.89	734.89	0
Employee/Child	1491.67	1551.65	1034.89*	516.66
Employee/Spouse	1628.02	1693.99	1034.89*	658.15
Employee/Family	2413.33	2509.87	1034.89*	1,474.98

* Includes \$300 per month contribution for dependent coverage

2) Ameritas is our dental, vision and hearing provider. The City provides this benefit to our employees with no cost to the employee unless they sign up for dependent coverage. There are no increases in the premiums for dental or vision for the coming year. There will be a .28 increase per month for hearing coverage.

3) Disability Coverage- Several years ago, the City added Long-term Disability coverage to the benefit package for employees. That coverage proved to be a great blessing to an employee this past year who was able to retire and still care for his family in the midst of his debilitating illness. This year, we will be adding paid short-term disability insurance for our employees. The overall annual cost to the City for this addition is about \$12,000.

4) We are changing vendors for several of our supplemental insurance products that help our employees take care of their family. We are moving the flexible spending plan, accident insurance, and serious illness coverage to American Fidelity Insurance from two current providers. American Fidelity will also be offering a stand-alone cancer policy and some other urgent care policies that may be more affordable for our employees.

FINANCIAL IMPACT

BCBS Increase: \$ 26,089.92 annually
Ameritas: \$ 248.64 annually
American Fidelity \$ 12,150.24 annually



**BlueCross BlueShield
of Texas**

Texas Mid Market Business PPO Renewal

Group Name: CITY OF ALVARADO
Group Number: 000216553

Renewal Effective: 08/01/2023
Total Group Contracts: 64
Total Contracts: 64
Total Members: 86

Reg/Dist/Terr: 02/ 001/ 008

Sales Presentation

Current Plan Rates

	EO	ES	EC	EF	Total
MM1822	\$706.72	\$1,628.02	\$1,491.97	\$2,413.33	\$55,061.23
\$20 Office Copay, \$45 UC Copay, \$2000/\$6000 Ded (Ind/Fam), 80%/60% Coin (Net/Out), \$5000/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$15/\$40/\$55					
Contract Enrollment	52	3	9	0	

Total Monthly Health Cost

\$ 55,061.23

Renewing Plan Rates

	EO	ES	EC	EF	Total*
MM1822	\$735.00	\$1,693.14	\$1,551.64	\$2,509.87	\$57,264.18
\$20 Office Copay, \$45 UC Copay, \$2000/\$6000 Ded (Ind/Fam), 80%/60% Coin (Net/Out), \$5000/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$15/\$40/\$55					
Plan Rate Change					4.0%

Total Monthly Health Cost

\$ 57,264.18

Total Rate Change

4.0%

Note: This rate change percentage is based on total monthly premium. Each tier's rate change may vary from the total change percentage.
The above rates are projected to be effective for the 12-month period beginning on the effective date of group coverage and are contingent upon the provisions shown below.
Final rates may vary based on actual enrollment results.

- Enrollment of 64 or at least 75% of the eligible employees; with a sustained monthly enrollment of at least 75%
- The employer contributing at least 50% of the Employee Only cost.
- Rates do not include any future mandated benefit changes.
- This quote assumes BCBSTX will be the only carrier providing coverage to the employer group's employees. BCBSTX reserves the right to change premium rates if BCBSTX is not the exclusive carrier. Groups must promptly notify BCBSTX if BCBSTX will not be the exclusive carrier.
- Standard BCBSTX Managed Care programs with standard membership, eligibility, administration, claims processing and standard network. Standard Master Contract provisions and definitions apply. Any costs associated with special services or custom materials provided by BCBSTX will be supplemental billed separate and apart from the rates outlined on this confirmation page.
- Annual open enrollment.
- This proposal assumes the group contract will be issued in Texas. In addition to the benefits stated herein, benefits for covered persons who reside outside of Texas will conform to all Extraterritorial requirements of those states.
- Insurance regulations require carriers to determine whether an employer is subject to Chapter 26, Texas Insurance Code.
- This proposal is made on the condition you are not a Small Employer as defined in Chapter 26. A proposal to a Small Employer would have to contain specific contractual elements and mandated insurance plans not contained in this proposal. Should it be determined you were a Small Employer, this proposal and any health insurance contract issued to you, shall be null and void.
- BCBSTX will pay \$33.17 per contract per month (PCPM) for producer commissions.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Cody Cunningham

15400 Knoll Trail Dr., Suite 202 / Dallas, TX 75248
Bus: 972-726-7700
E-mail: cody.cunningham@ameritas.com



May 11, 2023

Beth Walls
City of Alvarado
104 W College St
Alvarado, TX 76009

Subject: City of Alvarado renewal effective August 1, 2023, Policy Number 010.043603

Thank you for choosing an Ameritas Dental, Eye Care and Hearing Plan.

We're proud to provide plans that help employees get the dental, eye care and hearing coverage they need for good health, and we'll work hard to keep earning the privilege of insuring City of Alvarado.

A team of associates with actuarial, administrative, marketing, and sales experience has prepared this renewal for the year beginning August 1, 2023. To predict your plan's future performance, we analyzed City of Alvarado's claims history and combined this with the historical data of all groups insured for similar benefits.

Based on this analysis, your Hearing rates will be adjusted. We are pleased to inform you that your Dental and Eye Care rates will remain unchanged. Effective 8/1/2023 through 7/31/2024, the following rates will apply:

DENTAL RATES	<u>CURRENT</u>	<u>RENEWAL</u>
Employee	\$ 32.28	\$ 32.28
Employee + Spouse	\$ 69.56	\$ 69.56
Employee + Child(ren)	\$ 81.64	\$ 81.64
Employee + Spouse + Child(ren)	\$ 134.80	\$ 134.80

EYE CARE RATES	<u>CURRENT</u>	<u>RENEWAL</u>
Employee	\$ 7.32	\$ 7.32
Employee + Spouse	\$ 13.92	\$ 13.92
Employee + Child(ren)	\$ 14.84	\$ 14.84
Employee + Spouse + Child(ren)	\$ 23.08	\$ 23.08

HEARING RATES	<u>CURRENT</u>	<u>RENEWAL</u>
Employee	\$ 3.04	\$ 3.32
Employee + Spouse	\$ 6.08	\$ 6.64
Employee + Child(ren)	\$ 4.64	\$ 5.08
Employee + Spouse + Child(ren)	\$ 7.68	\$ 8.40

Our product flexibility enables us to package solutions balanced between benefits and premium to help maximize the plan's effectiveness. At your request, we can research alternatives that may better meet the needs of your company and its employees.

Thank you again for your business. I welcome the opportunity to discuss this renewal. We appreciate the opportunity to continue providing fast and accurate claims processing, exceptional administration, and excellent customer service in the years to come.

Sincerely,

Cody Cunningham

Cody Cunningham

cc: Creative Insurance Concepts Inc

Proposal for: City of Alvarado
Prepared: 6/1/2023 9:33 AM

Products and financial services provided by
American United Life Insurance Company®
a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5318



Proposed Effective Date: 08/01/2023

Group Short Term Disability Insurance Options for Class 1¹

Class Description:	All Eligible Full-Time Employees ¹
Required Minimum Number of Hours Worked:	30 hours weekly
Benefit Percentage:	60%
Maximum Weekly Benefit:	\$1,000
Minimum Weekly Benefit:	\$25
Injury Elimination Period²:	14 Days
Sickness Elimination Period²:	14 Days
Maximum Benefit Duration:	11 Weeks
Pre-Existing Condition Exclusion:	None
Partial Disability Benefit:	Yes
Employer Contribution Percentage:	100%
Participation Requirement:	100%

Benefit Features Offered for Group Short Term Disability Insurance:

Continuation of Personal Insurance under Family Medical Leave Act (FMLA)
Continuation of Personal Insurance during Leave Of Absence
Continuation of Personal Insurance during a Temporary Lay Off
Continuation of Personal Insurance during Leave of Absence for Active Military Service
Integration Type – Non-Occupational
Individual Reinstatement – 30 days
Normal pregnancy and certain complications are included in definition of sickness
Salary Continuance Offset Method – No offsets until 100% of pre-disability earnings
Social Security Integration Method – Family
Recurrent Disability Provision
Residual Benefit
Tax Reporting Services – pertaining to Employee FICA & W2

Number of insured employees for this class: 69

Total Weekly Benefit for this class: \$48,678.93

An eligible employee is a full-time employee authorized to work and reside in the United States. Eligible employees must work the required minimum number of hours and cannot be considered a part-time, temporary or seasonal employee. If any eligible employee is not actively at work on the contract effective date, group insurance coverage for that employee will not exist until he/she returns to full-time active work.

¹ Use of the term "employee" includes employees, owners, proprietor, partners, members, corporate officers, or participants eligible to apply for coverage under American United Life Insurance Company® (AUL) contract.

² If the Residual Benefit is not selected, the elimination period begins on the first day of total disability and ends on the later of the end of the period shown above or the end of the period for which salary continuance and/or sick leave is received.

Proposal for: City of Alvarado
Prepared: 6/1/2023 9:33 AM

Products and financial services provided by
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a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5318



Proposed Premium Rates for Group Short Term Disability Insurance

Number of Insured Employees	Total Weekly Benefit	Monthly Premium Rate per \$10 of Weekly Benefit	Total Monthly Premium	Rate Guarantee Offered
69	\$48,678.93	\$0.208	\$1,012.52	2 Year

Proposed premium rates are dependent upon the employer paying 100% of the premium and subject to change if the employer has amended its Disability Benefit Plan(s) pursuant to applicable law. The law may allow for after tax premium deductions.

Any change in the amounts of coverage and/or number of employees insured will invalidate the proposed premium rates and require further evaluation by American United Life Insurance Company® (AUL).

The proposed effective date of coverage under AUL's contract will be 08/01/2023. No insurance coverage shall exist or become effective until approved in writing by AUL at its Indianapolis, Indiana home office. AUL shall not be liable or responsible for any loss or benefits incurred prior to AUL's effective date of coverage for any insured.

Tax Reporting Services offered

Deduct and deposit with the IRS employee FICA, if any; supply the policyholder with periodic and annual benefit payment and tax withholding reports; and prepare and issue W-2 Forms only.

Additional information

Any sick pay services will be performed pursuant to IRS Employer's Tax Guide or applicable tax publication and AUL is not considered the employer's agent. The employer/policyholder remains responsible and liable for all withholding, depositing, and reporting obligations not agreed to be provided by AUL.

Proposal for: City of Alvarado
Prepared: 5/17/2018 12:31 PM

Products and financial services provided by
American United Life Insurance Company®
a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
(800) 553-5318



Proposed Effective Date: 08/01/2018

Group Long Term Disability Insurance Options for Class 1¹

Class Description:	All Eligible Full-Time Employees ¹
Required Minimum Number of Hours Worked:	30 hours weekly
Benefit Percentage:	60%
Maximum Monthly Benefit:	\$5,000
Minimum Monthly Benefit	The greater of 10% of the Gross Monthly Benefit or \$100
Elimination Period:	90 Days
Maximum Benefit Duration:	5 years with Social Security full retirement age
Pre-Existing Condition Exclusion:	3/12
Partial Disability Benefit:	50% Offset
Residual Benefit:	Yes
Employer Contribution Percentage:	100%
Participation Requirement:	100%

Benefit Features Offered for Group Long Term Disability Insurance:

Continuation of Personal Insurance under Family Medical Leave Act (FMLA)
Continuation of Personal Insurance during Leave Of Absence
Continuation of Personal Insurance during a Temporary Lay Off
Continuation of Personal Insurance during Leave of Absence for Active Military Service
2 Year Regular Occupation Period
Gainful Occupation – 80% if working / 60% if not working
Recurrent Disability Provision – 6 months
Return to Work Benefit – Unlimited
Social Security Integration Method – Family Integration
Accidental Dismemberment & Loss of Sight Benefit
Accumulation of Elimination Period – 2 times the elimination period
Individual Reinstatement – 30 days
Mandatory Rehabilitation Program
Normal pregnancy and certain complications included in definition of sickness
Survivor Income Benefit – 3 months
Waiver of Premium
Workplace Modification Benefit
Tax Reporting Services - pertaining to Employee FICA, Employer FICA, IRS Form W2 & 941

¹ Use of the term "employee" includes employees, owners, proprietor, partners, members, corporate officers, or participants eligible to apply for coverage under American United Life Insurance Company® (AUL) contract.



Proposal Conditions

The following are assumptions and conditions upon which this proposal is offered:

1. This invitation to inquire allows interested employers an opportunity to inquire further about group insurance coverage and is limited in its description of the losses for which benefits may be payable. The contract has exclusions, limitations, reduction of benefits, and terms under which it may be continued in force or discontinued. The contract may contain a waiting or elimination period between the effective date of the contract and the effective date of coverage, and between the date a loss occurs and the date benefits begin to be payable for the loss.
2. Estimated rates are available for 60 calendar days following the proposal date. Actual monthly premium will be calculated and quoted by AUL. Premium rates do increase according to contract terms, and are subject to change. Any deviation from the benefits selected and/or information supplied by employer will invalidate this proposal and require reevaluation of any terms/conditions offered by AUL. Employer warrants and represents, to the best of its knowledge, no participants who may apply for coverage have any illnesses that could affect premium rates, benefits or coverage approval.
3. Rates and coverage are dependent upon the employer being in business and operational at least 2 consecutive years.
4. Coverage continues while required premium is paid and employer receives coverage under the AUL group contract. Benefits payable under the contract may be based on a percentage of an employee's covered earnings subject to AUL's approval, contract maximums, contract reductions, and according to contract terms and conditions. If a choice of the amount of benefits is offered, the amount of benefits provided depends upon the coverage selected and premium can vary with the amount of benefits selected. If a range of benefit levels is present, the applicant is only entitled to the benefit level shown in the contract.
5. Rates assume an SIC code of 9111.
6. Any coverage offered by AUL prior to and after the effective date of coverage is contingent upon information and documents received by AUL being accurate and reliable. Final premium costs will be calculated by AUL based on the final enrollment data of employees insured on the effective date.
7. AUL's group insurance policies are nonparticipating contracts.
8. Proposal assumes less than 30% of employees will be in law enforcement or fire protection occupations, no urban locations or elected officials will be insured, and all employees contribute FICA taxes.
9. Certain disabilities are not covered if the cause of the disability is traceable to a condition existing prior to the insured's effective date of coverage. A pre-existing condition is any condition for which a person has done any of the following at any time during the period of time as stated in the policy: 1) received medical treatment or consultation; 2) taken or were prescribed drugs or medicine; or 3) received care or services, including diagnostic measures. Insureds must also be treatment-free for a time-frame specified in some contracts following the individual effective date of coverage.
10. AUL assumes employer has existing Worker's Compensation insurance coverage.
11. All products and benefits may not be available or offered in all states. Contact your AUL regional group insurance representative for availability of products and benefits

EMPLOYER SHOULD RETAIN AND NOT TERMINATE ANY OTHER GROUP INSURANCE COVERAGE UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED FROM AUL.

YOUR TOTAL BENEFITS SOLUTION

We streamline your benefits program with a wide range of employee benefits and administrative services that were developed specifically for your industry. We will also be your single point of contact — from implementation and enrollment to year-round support with billing, claims, and new hire enrollments.



Voluntary Benefits

From state health plans to sick leave policies and different pay modes, we customize our insurance options to your specific needs. Benefits are paid directly to your employees and can be used to pay for whatever health insurance doesn't cover—including lost income, deductibles, copayments, aftercare, everyday living expenses.

- Disability Income Insurance
- Life Insurance
- Accident Insurance
- Cancer Insurance
- Critical Illness Insurance
- Hospital Indemnity Insurance
- Hospital GAP PLAN® Insurance



Reimbursement Accounts

We offer multiple tax-advantaged reimbursement accounts that can be included under your Section 125 Plan. These accounts allow money to be set aside on a pre-tax basis to cover eligible expenses for things like medical, dental, vision, and dependent care.

- Healthcare Flexible Spending Accounts (FSA)
- Limited Purpose FSAs
- Health Savings Accounts
- Health Reimbursement Arrangements
- Dependent Care Accounts



City Council Meeting Management Report

Meeting Date: June 26, 2023

Contact: Devin Benson, Parks Director

Michael Dwiggins, Public Works Director

Phone: 817-790-3351, Ext. 495

AGENDA ITEM:

Consideration and action to authorize the City Manager to execute a construction contract with Dean Construction, in the amount of \$75,000.00, to provide for the replacement of playground equipment at Moore Park, 801 Elwood Court, Alvarado, Texas.

BACKGROUND & FINDINGS:

In February of 2022, the City of Alvarado removed playground equipment (i.e., playground unit, swing set and park tables) from Moore Park, located at 801 Elwood Court. Moore Park playground equipment was removed due to flooding issues; dilapidated & hazardous equipment; and the liability imposed on the City. Since February 2022, Prairieland Public Facilities Corporation (PPFC) and the City have collaborated efforts to create a modern and ADA compliant park with upgraded equipment. The PPFC donated \$77,500 towards new playground equipment, and the City purchased a replacement swing set and park tables.

For Moore Park to meet ADA compliance standards and be an environmentally-friendly recreational area, staff received bids from three construction companies to: (1) excavate/grade the playground area for proper drainage; (2) purchase playground unit; and (3) to install the playground unit and one handicap parking space (with ramp).

FINANCIAL IMPACT:

The project will cost approximately \$75,000, including purchase of playground equipment; excavation/grade of playground; and installation of playground equipment and one handicap parking space (with ramp), striping and signage.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a construction contract with Dean Construction in the amount of \$75,000 for playground equipment replacement at 801 Elwood Court.

For more insight and benefits of utilizing Dean Construction, they voluntarily surveyed (shot the grade); checked elevations to know exactly how much to build-up the playground and to properly install drainage, while the other vendors required a fee of approximately \$1,500 for surveying service. Dean Construction also has a playground inspector on staff to ensure the appropriate installation of playground equipment, and will inspect installed equipment prior to the required inspection of an independent third-party inspector.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

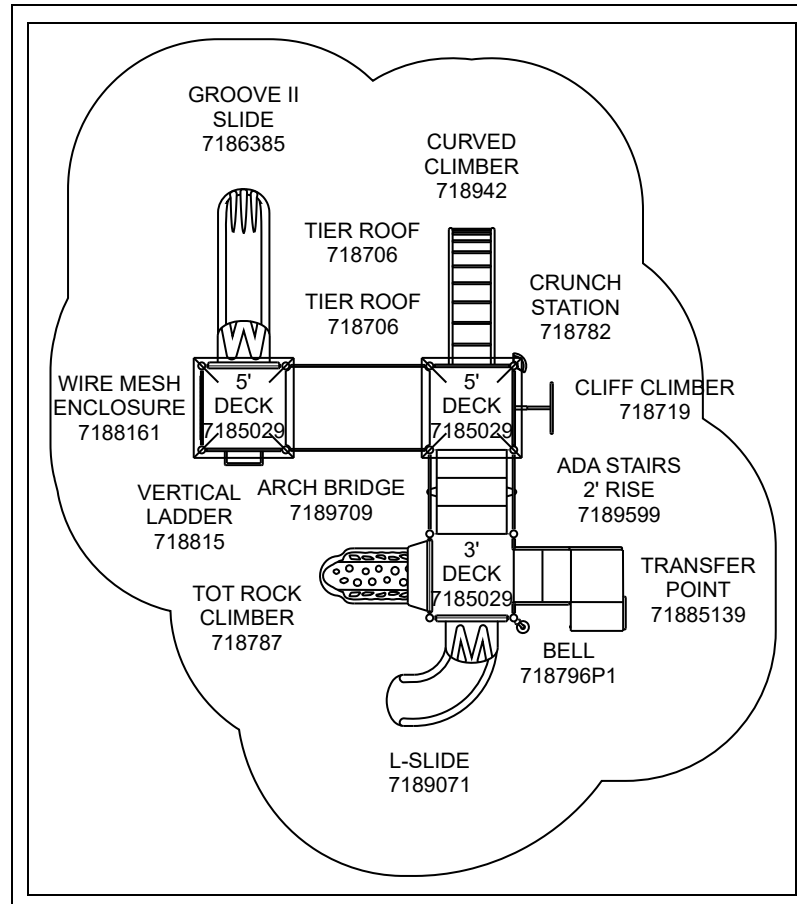
ATTACHMENTS:

1. Bids from:
 - Dean Construction
 - Day Services Construction
 - SS Construction
2. Quote for playground equipment (We Build Fun)
3. Four (4) renderings of playground equipment
4. Aerial photo of Moore Park
5. Recommendation letters for Dean Construction from:
 - City of Midlothian
 - City of North Richland Hills
 - City of Plano

FOR KIDS AGES
2-12
YEARS

AGE GROUP: 2-12
ELEVATED PLAY ACTIVITIES - TOTAL: 6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 6 REQ'D 3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 2 REQ'D 2
GROUND LEVEL QUANTITY: 2 REQ'D 2

Alvarado Park Alvarado, TX



webuildfun, Inc

103 W. McDermott, #300
Allen, TX

PHONE NO: (972) 727-0653
FAX NO: (972) 396-4994

GROUND SPACE: 18'-0" x 22'-6"

PROTECTIVE AREA: 30'-6" x 35'-0"

DRAWN BY: Chris Yanko

DATE: 5/16/2022

R0061_44697419159



COMPLIES TO ASTM/CPSC

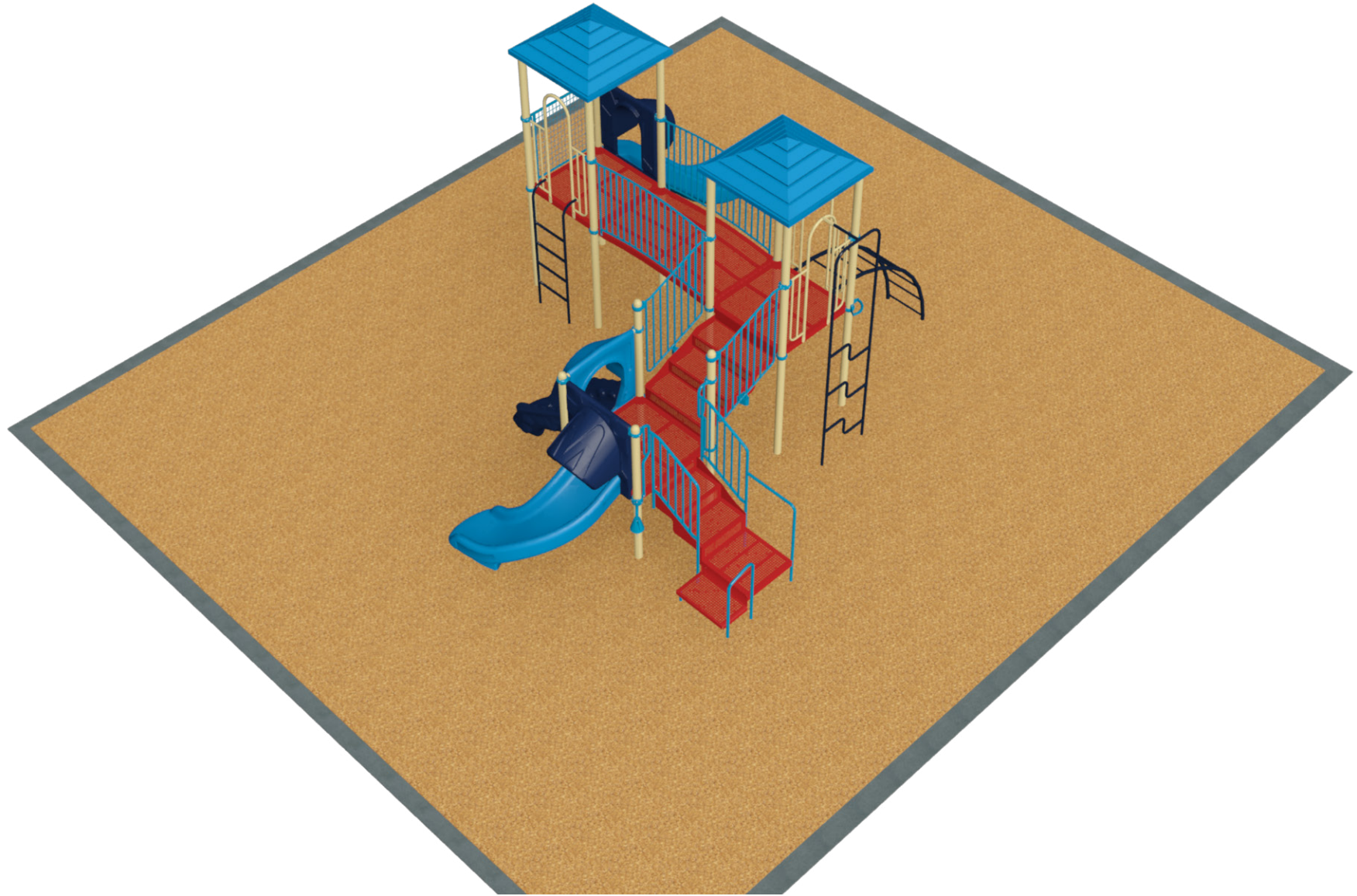


COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Decks

 Red

Metals
  
 Azure Cobalt Beige

Plastics
 
 Cyan Cobalt

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Alvarado Park
 Alvarado, TX
 R0061_44697419159





Decks



Red

Metals



Azure



Cobalt



Beige

Plastics



Cyan



Cobalt

Actual colors may vary. We work hard to ensure our renderings are as life like as possible.

Alvarado Park
 Alvarado, TX
 R0061_44697419159







Dean Electric, Inc. dba Dean Construction
701 Hall Street, Cedar Hill, Texas 75104
Phone: 972-291-7153 Fax: 972-291-7172

ESTIMATE:

Moore Park: 1900 E 8th Street, Alvarado, TX

1. Excavate 7" for playground
2. Install (12") 35'x40' playground border. (border will be 7" above grade to allow for drainage and excavated dirt will be used to backfill the outside)
3. Furnish and install (1) model 61_44697419159 Miracle playground
4. Install (1) handicap parking space – 20x16
5. Install approx. 80' of 6' sidewalk
6. Install (1) handicap ramp in playground area
7. Furnish and install 100' of 4" ADS drain to swale
8. Furnish and install 2" drainage gravel
9. Furnish and install 12" of fibar
10. Complete striping as required for handicap parking space
11. Furnish and install (1) handicap parking sign

\$75,000.00 – Total Price (Sales Tax excluded pending receipt of tax exemption form)

Dean Construction spoke to the sales representative for Miracle Playgrounds. Sales representative advised that if the equipment is ordered by mid-June that they can deliver by late-July. With those target dates being adequately met, Dean Construction can provide substantial completion by mid-September 2023.

Quote provided to: City of Alvarado, 104 W College St, Alvarado, TX 76009

Provided by: Greg Firebaugh



5/18/2023

Day Services, LLC

1936 S. State Hwy. 171

Cleburne TX. 76031

Rick (817)933-0657

Location: Moore Park

Proposal: Playground (Play set furnished by other's)

Scope:	<u>Unit:</u>	<u>Total:</u>
- Mobilization & Insurance	\$ 1,793.60	\$ 1,793.60
- 33.70 CY. Excavation in playground area	\$ 60.00	\$ 2,022.00
- 150 LF. 6" x 12" Border	\$ 16.70	\$ 2,505.00
- Install playground furnished by others	\$ 3,500.00	\$ 7,000.00
- 320 sq. ft. (20' x 16") Handicap parking	\$ 15.00	\$ 4,800.00
- 80 LF 6' wide sidewalk (480 sq. ft.)	\$ 8.50	\$ 4,080.00
- 1 Handicap ramp @ playground	\$ 4,500.00	\$ 4,500.00
- 100 LF. 4" ADS drain pipe	\$ 40.00	\$ 4,000.00
- Install 15 CY 2" Drainage gravel	\$ 75.00	\$ 1,125.00
- 60 CY. 12" thick mulched wood playground fiber	\$ 75.00	\$ 4,500.00
- Handicap parking striping	\$ 1,500.00	\$ 1,500.00
- 1 – Handicap sign @ parking spot	\$ 500.00	\$ 500.00
	Total:	\$ 38,325.60

CUSTOMER INFORMATION

Customer: Dean Construction
Contact: Greg Firebaugh President
Contact Info: 972-291-7153 greg@dean-construction.com
Project Name: Alvarado Park
Site Address: TBD
End User: City of Alvarado
Ship To: WBF Yard

CONSULTANT

Paul Funderburg (469) 799-1819

QUOTE

PF20230417-01

Quote Date	Valid Until
4/17/2023	5/17/2023
Est. Delivery:	Est. Install
12-14 Weeks	TBD

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle playground equipment design 61_44697419159	1	\$27,946.00	\$27,946.00
FREIGHT	Shipping of Miracle equipment	1	\$1,424.00	\$1,424.00
DISCOUNT	Miracle equipment discount	1	-\$4,192.00	-\$4,192.00
INSTALL	Installation of Miracle equipment listed above	1	\$13,415.00	\$13,415.00
EWf/DRAIN	Connect to existing drainage system stubbed into play area thru or under concrete curb (provided by others) and install 3-4 inch depth of drainage gravel. Deliver and Install 12 inch compacted depth of engineered wood fiber safety surfacing over geotextile fabric.	1296	\$5.00	\$6,480.00

TAX EXEMPT Tax Exemption Certificate Provided

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$45,073.00

Make Payable to: webuildfun, Inc PO Box 29, Allen, TX 75013

Payment Terms 50% Down with remainder due upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: paul@webuildfun.com

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Toss, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

SS Construction Services

Commercial Bid from SS Construction Services

5/3/2023

Project: **Moore park bid**
City of Alvarado
Alvarado Tx 76009

plans date:

revised

- 1 Excavate area and grade for drainage
- 2 Construct 2- 9' x 20' x 4" concrete parking spots
- 3 Construct 900 sq' use zone with 1' x 8" concrete curbs
- 4 Infill use area with 1' of sand
- 5 Construct 5' x 25' x 4" ADA sidewalk
- 6 Install play equipment that city choose's (to fit use zone)
- 7
- 8
- 9 Provide and place 3,000 psi concrete
- 10

The following items are included in this BID

- 1 \$26,000 budget for play equipment and shipping
- 2

The following items are excluded:

- 1 caulking of control joint
- 2 welding, shop drawing
- 3 permits
- 4 embeds, base plates, anchors, & grouting
- 5 concrete testing
- 6 dewatering
- 7 stripping parking lot

Total Bid \$74,998.96

SS Construction Services

1801 Park Lane, Alvarado TX 76009

Shawn Sorrells 817/648-8554

Shawn Hutson 817/917-5014

This proposal is subject for review, if not accepted by issuance of a subcontract of letter of intent within 30 days of the bid date shown above.

All work is warranted against defects in labor for one (1) years. This warranty does not include repair work for materials improperly maintained, abused neglected, damaged, or subject to normal wear and tear.

Thank you for considering SS Construction Services

Shawn Sorrells _____
date: _____

X: _____
print name: _____
date: _____

CUSTOMER INFORMATION

Customer: Dean Construction
Contact: Greg Firebaugh President
Contact Info: 972-291-7153 greg@dean-construction.com
Project Name: Alvarado Park
Site Address: TBD
End User: City of Alvarado
Ship To: WBF Yard

CONSULTANT

Paul Funderburg (469) 799-1819

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TAX EXEMPT Tax Exemption Certificate Provided

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$45,073.00

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Payment Terms **50% Down** with remainder due upon completion of project.

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Approval Signature

Date

PO Number

Send completed quote and purchase order to: **paul@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

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March 22, 2023

Dear Selection Committee,

It's my pleasure to offer my unreserved recommendation for Dean Construction.

I have worked with Dean Construction on a number of projects in the last three years, with a new park project soon to begin. The projects have varied in size, cost and technical needs, but Dean Construction never waivers on their attention to detail and customer service. Every project has been handled in a professional manner with a personal touch. I have worked with many different staff members with different expertise and each and every one of them have provided great one on one interaction and excellent response times.

Dean Construction is very detail oriented to ensure accuracy for your plan and final construction outcome. We just completed an amazing \$19,100,000 Midlothian Community Park Phase II with them and a beautiful veterans memorial. The construction, aesthetics and outcome on both of these projects is stellar and the community is incredibly impressed and proud of their new park and memorial. Both of these were long awaited by the community and the Dean Construction team surpassed our expectations by creating our new flagship park. The timeless, stunning and fun design of this park has reset our standards for the design and construction of future parks. We have now set a new standard that we will strive to achieve as we grow our park system to provide new spectacular recreation opportunities for generations to come.

To say these projects were challenging is an understatement. The bond funds for the park were well under budget, but it was not a surprise as the cost estimate was for less amenities and from 10 years prior. Dean Construction stuck with us through a long, tough journey of many Council and Board meetings to help this dream come to fruition. Dean's dedication, vision and professionalism was put to the test at every meeting and I am happy to say, finally won the battle. Dean Construction worked hand and hand with the City and the design firm to create the vision, design, construction documents and finally, the construction of what the community truly wanted. Community Park is our most beautiful and highly used park we have in our system. They worked with us weekly to make updates, changes and value engineer the project to allow us to have all the amenities the community asked for. They were up for every challenge we threw at them and we worked everything out without multiple change orders. Dean Construction did everything they said they would and more!

I am proud to say I was a participant in this journey to leave a legacy for our Council, boards and community. I can undoubtedly say, if not for Dean's willingness to cost effectively work through design needs and the incredible challenge of building a property with forty feet of drop from top to bottom, to



construct what we wanted, this park would not be the spectacular sight it is and would not provide all the amenities that our community had desired for years.

We are about to embark on another journey with them to build our new Lakegrove Park Phase I that will include a wooded concrete trail and a boardwalk along the edge of a lake. This is an exciting project that we are entering without the normal high stress of construction, due to the fact that we hired the best construction firm with honest, helpful, responsive and respectful staff that work with integrity. Dean Construction will continue to be our go-to CMAR contractor to create innovative, timeless and high quality parks for Midlothian residents to enjoy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Heather Dowell', written in a cursive style.

Heather Dowell

Midlothian Parks & Recreation Director



September 13, 2018

To: Whom it may concern

Re: Letter of Reference for Dean Construction

My name is Joe Pack, and I am the Sr. Park Planner for the Parks and Recreation Department in The City of North Richland Hills. I am currently working with Dean Construction on a 5.6 million dollar park renovation at Northfield Park. Dean's role for the past 10 months renovating Northfield Park is Construction Manager at Risk.

It is my absolute pleasure to be able to provide a letter of reference for Dean Construction. I can honestly say that in my 37-year career managing projects that this working relationship is the best that I have encountered. Dean Construction is the "real deal". Their work ethic and subsequent processes for park renovation projects is seamless. I am impressed with their attention to detail, their willingness to ask questions rather than guessing and overall excellence in performance.

If you are looking for an experience with reasonable change orders and maximized satisfaction, then Dean Construction should be the choice for your project. Please do not hesitate to call me if you would like additional information.

Kind regards,

Joe L. Pack

Joe Pack, PLA Senior Park Planner
Office 817-427-6622
Cell 214-244-4283

September 14, 2018

To Whom It May Concern,

It is my pleasure to fully endorse Dean Construction for your project needs. I have personally worked with Dean Construction for over 20 years completing several million dollars' worth of park construction. I have never had anything but the greatest success with all of their projects. On time. On budget. A minimal amount of change orders, which can all point back to changes that the City of Plano initiated after construction began.

I would not hesitate to use them on any project. They are the benchmark in park construction for a quality project at a good price in my opinion.



Parks

And

Recreation

Kevin T. Murray
Assistant Park Superintendent

5901 Los Rios Blvd.
T 972.941.7265
F 972.941.7800

kevinm@plano.gov

Connect with Plano



Serving Since 1982

2023 City Budget Request from JCPOSR

Gospel Groups	\$5,000.00
Ribbons	\$410.00
Brochures	\$350.00
Bands	\$1,600.00
Sound System	\$4,218.00
Advertising	\$4,000.00
Prize Money-Parade	\$2,000.00
Prize Money-Queen	\$250.00
Prize Money-Baby	\$100.00
Prize Money-Fiddle	\$2,000.00
Queen Sash & Crown	\$75.00
Trophies	\$215.00
Awards-First Responders	\$700.00
Port-A-Potties	\$1,240.00
Insurance Rider	\$200.00
Extra Electricity	\$2,000.00
Janitorial	\$1,200.00
Ground Attendants	\$1,500.00
Security	\$500.00
Stage Decorations	\$200.00
Waste Hauling & Dumpster	\$1,000.00
Parking Lot Mowing & Prep	\$1,000.00
Sand for Midway, if wet	\$300.00
Tractor Rental/week	\$700.00
Mules x 2	\$950.00
TOTAL REQUESTED	\$31,708.00

We Thank You for All Considerations!

2023 City Budget Request From JCPOSR

Electrical updates to include lights, electrical grid for carnival RV's,	\$5605
Gospel Groups	\$5000
Ribbons	\$410
Brochures	\$350
Bands	\$1600
Sound System	\$4218
Advertising	\$4000
Prize Money - Parade	\$2000
Prize Money - Queen	\$250
Prize Money - Baby	\$100
Prize Money - Fiddlers Contest	\$2000
Queen Crown & Sash	\$75
Trophies	\$215
Awards - First Responders	\$700
Port-A-Potties	\$1240
Insurance Rider	\$200
Extra Electricity	\$2000
Janitorial	\$1200
Ground Attendants	\$1500
Security	\$500
Stage Decorations	\$200
Waste Hauling & Dumpster	\$1000
Parking Lot Mowing & Preparations	\$1000
Sand for Midway if wet	\$300
Tractor Rental/week	\$700
Mules x 2	\$950

Total Requested:

We Thank You for All Considerations!

orig
slb
\$37313

\$33,513

~~29908.00~~
\$31708

correct
↓



City Council Meeting Management Report

Meeting Date: June 26, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action approving Ordinance 2023-0015, an ordinance of the City of Alvarado, Texas, amending the City's fee schedule related to public improvement development inspection fees, itinerant vendor license fees, and alcohol permit fees.

BACKGROUND & FINDINGS:

The City presently charges a \$650 initial inspection fee and \$75 per re-inspection of public improvement development, such as, new utilities, paving, and drainage facilities for subdivision construction. The proposed fee incorporates an hourly rate for inspections by City personnel, and if City personnel were unable to perform the inspection, a pass-through fee is provided for third-party inspection services.

The City presently charges at least \$75 for itinerant vendor licenses, which is valid for one year. Feedback from such vendors is that this fee is a significant amount out of their profit margins and to keep vendors engaged in City's special events the fee should be reduced. The proposed fee in the attached ordinance is \$25 for an itinerant vendor license.

The City presently charges permit fees for establishments selling alcohol. The proposed ordinance does not change fees but simply clarifies applicable fees for customer service improvement.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve Ordinance 2023-0015.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Ordinance 2023-0015

ORDINANCE NO. 2023-0015

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING ITS FEE SCHEDULE RELATED TO PUBLIC IMPROVEMENT DEVELOPMENT INSPECTION FEES, ITINERATE VENDOR LICENSE FEES, AND ALCOHOL PERMIT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a home-rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the provisions of, and subject only to the limitations imposed by the State Constitutions, State Laws, and the City Charter; and

WHEREAS, the City desires to amend its Fee Schedule to amend its public improvement construction inspection fee; and

WHEREAS, The City Council has determined that it is in the best interest of the health, safety and welfare of the citizens of Alvarado to amend its Fee Schedule as set forth herein; and

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

SECTION 1. The Fee Schedule is amended as follows:

- A. Section a. of 31.00 Public Improvement Construction is replaced with: “a. Public Improvement Development Inspection Fee is actual costs assessed to the City to perform the inspection(s) by the City’s Third Party Inspector or, if available, inspection by in-house City personnel at a rate of \$75.00 per hour after an initial inspection fee of \$650.00.”
- B. 19.00 Peddlers, Vendors, and Itinerant Vendors License fee is replaced with: “The fee for an itinerant vendor’s license shall be twenty-five dollars (\$25.00).”
- C. 47.00 Beer, Wine and Liquor Permit fees are replaced with:

“* The following fees are one-half of the State fee excluding surcharges collected from the State.

- 1. Package Stores (Liquor Stores)
(annual fee) \$250.00
- 2. Wine and Beer Retailer’s off-premise permit
(annual fee) \$ 30.00
- 3. Mixed Drink beverage permit \$750.00 / \$375.00*

*Pursuant to Section 11.38(d) of the Texas Alcoholic Beverage Code, the annual fee for a mixed beverage permit shall not be charged during the two-year period following issuance of the permit. Year three shall be \$750.00; Years four and after shall be \$375.00.

- | | |
|---|----------|
| 4. Alcoholic Beverage Business Regulations Variance | |
| Application Fee | \$100.00 |
| 5. City Secretary Certification Fee for | |
| Alcoholic Beverage Permit | \$ 10.00 |

A fee imposed under this section shall be collected for each license or permit issued regardless of whether the amount of the fee is set forth in the Fee Schedule.”

SECTION 2. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.013 of the Local Government Code.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 26th day of June, 2023 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Beth A. Walls, City Secretary

By: _____
Jacob Wheat, Mayor



1602 Village Market Blvd # 320 Leesburg VA 20175

1636 W Snow Ave Tampa, FL 33606

VERTOSOFT, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of _____, by and between **VERTOSOFT, LLC**, a Delaware corporation (“**VERTOSOFT, LLC**”, “**we**” or “**us**”) and **City of Alvarado, Texas** (“**Alvarado**”, “**City**” or “**Client**” or “**you**”). VERTOSOFT, LLC and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

SOMA Global, Inc. also known as (“SOMA” OR “SOMA Global”) is a party hereto and by nature of GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716 and as the entity bound to Vertosoft LLC and City of Alvarado, Texas to provide to Jonson County the Software as a service (SaaS), licenses, subscription services, onboarding services.

SOMA Global Inc. by and through its representative and by the signature of said and representative on this document does hereby agree to and approve the terms set out herein does agree to be bound by all of the terms herein and will fulfill for City of Alvarado and be liable to COUNTY for all obligations of Vertosoft, LLC set forth herein, including Addendums and Attachments.

The parties and signatories hereto understand and agree that SOMA Global Inc. will be providing SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD-ONS to City of Alvarado, Texas to fulfill Vertosoft’s and SOMA Global’s contractual obligations to City of Alvarado.

The parties and signatories hereto understand and agree that SOMA will be performing the obligations set out in the Statement of Work v03 30 23 JCTX attached as Exhibit D to City of Alvarado Contract Terms Addendum to Vertosoft, LLC Master Services Agreement to fulfill Vertosoft contractual obligations to City of Alvarado.

Vertosoft and SOMA agree that City of Alvarado shall have access to all agreements between Vertosoft and SOMA regarding work or service or products provided to City of Alvarado by Vertosoft or SOMA.

This Transaction with Vertosoft, LLC is made pursuant to and under the auspices of TIPS – USA Contract Number: 220105.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

"Malicious Code" means code, files, scripts, corrupted files, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-VERTOSOFT, LLC Application" means a web-based, mobile, offline or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us. The parties understand and agree tht SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between Soma Global, Inc; Vertosoft, LLC; and City of Alvarado, Texas including any addenda and supplements thereto.

"Services" means SOMA Global, Inc's Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-VERTOSOFT, LLC Applications and Non-SOMA Global, Inc. Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

"We/Us" means and includes SOMA Global, Inc. when referring to software, subscriptions, services or other obligation of Vertosoft or SOMA or both in providing software, subscriptions, services or otherwise fulfilling obligations to COUNTY.

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“Your Data” means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable VERTOSOFT, LLC and SOMA Global, Inc. standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-VERTOSOFT, LLC Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration or other services to be provided by Us (such services, **“Professional Services”**), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (**“Services Work Product”**) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing

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signed by authorized representatives of each Party. The parties agree and understand the ONLY AUTHORIZED REPRESENTATIVE of the City of Alvarado who can authorize an expenditure of funds, whether by "ORDER FORM". The parties agree that the terms of the is agreement cannot be amended or altered, nor additional financial obligations incurred by City of Alvarado without the approval of City of Alvarado.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. If You exceed a contractual usage limit, You will assessed a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services, and will notify Us promptly of any such unauthorized access or use.

(d) You are solely responsible for ascertaining the suitability of, and for the selection of, the Services, as well as for installation, implementation and use of the Services, and for the results obtained by using the Services. You are responsible for decisions made and actions taken based on the use by You or Your Users of the Services.

(e) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject

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to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, We may remove such data ourselves. In the event such data is removed it will be quarantined and secured, it will not be destroyed as such data may be data of a law enforcement agency or the State of Texas or a political subdivision of the State of Texas. Said data will not be destroyed without the explicit written approval of the public safety agency, political subdivision of the State of Texas, or a Court Order of a Johnson County District Court.

4. NON-VERTOSOFT, LLC PROVIDERS

Non-VERTOSOFT, LLC Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-VERTOSOFT, LLC Applications and are not responsible for the functionality or interoperability of Non-VERTOSOFT, LLC Applications with the Services. If You use a Non-VERTOSOFT, LLC Application that is interfaced with Your VERTOSOFT, LLC Application, it is expected VERTOSOFT, LLC will be granted permission by You to access your account with a Non-VERTOSOFT, LLC Application and allow the Non-VERTOSOFT, LLC Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-VERTOSOFT, LLC Application or its provider. We may cease supporting the interoperability of the Services with any Non-VERTOSOFT, LLC Application at any time and shall provide a 30-day written notice when doing so. We will provide written notice within 30 days of any disclosure, modification or deletion of access or use by any Non-VERTOSOFT, LLC Application or its provider resulting in ceased support to You. The parties understand and agree that SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a “Non-VERTOSOFT, LLC Application” for purposes of this Agreement. The term “Vertosoft, LLC Applications” or “Our” Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms (“Fees”). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Service subscription licenses purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

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5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Consequences of Non-Payment or Late Payment. Payment for services under this agreement are to be governed by TEXAS GOVERNMENT CODE-TITLE 10. GENERAL GOVERNMENT - SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT - CHAPTER 2251. PAYMENT FOR GOODS AND SERVICES or applicable superseding statute during the term of the Agreement. If Client account remains delinquent (with respect to payment of a valid invoice) for forty-five (45) days after receipt of a delinquency notice from VERTOSOFT, LLC, which may be provided via email to Client's designated billing or legal contact, VERTOSOFT, LLC may temporarily suspend Client's access to the Software Service to pursue good faith negotiations before pursuing termination in accordance with Section 11. The Client will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Client's delinquency.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a limited license to host, copy, transmit and display Your Data in any CJIS-compliant facility as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. Upon approval, You grant to Us and Our Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services. Feedback will be non-public unless agreed upon otherwise.

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6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “Confidential Information” means all information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. The Client is subject to the Texas Government Code, Chapter 552., which gives the right to access government records. Client will comply with the Texas Government Code, Chapter 552. Vertosoft, LLC and SOMA Global, Inc will also comply with Texas Government Code, Chapter 552 to the extent required by law or as necessary to protect their proprietary information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-VERTOSOFT, LLC Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the

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Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party and signatory hereto represent and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party and signatory hereto, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "VERTOSOFT, LLC Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (d) Your Data or a Non-VERTOSOFT, LLC Application, (e) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (f) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

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10. LIMITATION OF LIABILITY

We are not be responsible for limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Services or communications services or networks.

NEITHER PARTY SHALL BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL OR (B) AGGREGATE LIABILITY IN EXCESS OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT; (I) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS; (II) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (III) EITHER PARTY'S LIABILITY FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH OF YOUR DATA). THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT WE DO NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL WE HOLD YOU HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CREATED BY YOU OR CONTAINED IN THE SOFTWARE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least **90** before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

11.3 Termination. A Party may terminate this Agreement for cause (i) upon 60 days' written notice to the other Party of a material breach if the breaching Party has not taken commercially reasonable steps to remedy such breach within such sixty (60) day period (provided that, for clarity, the breaching Party shall not be obligated to have cured such breach within such sixty (60) day period), or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event funds are not appropriated or become non-appropriated by the local

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governing body for VERTOSOFT, LLC and for similar or competitive software and services, for an included fiscal year in the term of this agreement, it is agreed by the parties that the County must give sixty (60) days' notice of non-appropriation and the County's obligations will be relieved of extending beyond the effective date of non-appropriated services.

11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 120-day period, We are not obligated to maintain or provide Your Data to You, and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

12.3 Governing Law. This Agreement and any Statement of Work, Order Form, or supporting documents shall be governed by the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party, **including City of Alvarado, Texas, Vertosoft, LLC and SOMA Global, Inc.** represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary

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course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will must promptly notify us.

12.6 Entire Agreement. This Agreement Including the CITY OF ALVARADO CONTRACT TERMS ADDENDUM (and including each Order Form entered into hereunder and the Documentation referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective **unless in writing and signed by both Parties**. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation. **NOTWITHSTANDING THE FOREGOING STATEMENT, THE TERMS AND PROVISIONS OF THE CITY OF ALVARADO CONTRACT TERMS ADDENDUM TO THIS VERTOSOFT, LLC MASTER SERVICES AGREEMENT SHALL BE AND ARE INCORPORATED FULLY INTO THIS AGREEMENT AND SHALL TAKE PRIORITY AND PRECEDENCE OVER ALL TERMS THAT CONFLICT WITH THOSE SET OUT IN THE CITY OF ALVARADO CONTRACT TERMS ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT or other documents proffered by VERTOSOFT, LLC or SOMA Global, Inc.**

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

APPROVED AS TO FORM AND CONTENT:

CITY OF ALVARADO:

Name
City of _____

Date

Attest:

Title _____

Date

VERTOSOFT, LLC:

Authorized Representative of
VERTOSOFT, LLC

Date

SOMA Global, Inc.:

Authorized Representative of
SOMA Global, Inc.

Date

ADDENDUM EXHIBIT C - PRICE BREAKDOWN BY AGENCY YEARS 2-5

Pricing Breakdown by Agency - Years 2-5

AGENCY	Cost Share Percentage (Users)	Year 2 Software License and Support Services	Year 3 Software License and Support Services	Year 4 Software License and Support Services	Year 5 Software License and Support Services
Johnson County SO	27.65%	\$137,018.55	\$143,869.43	\$151,062.95	\$158,616.17
Johnson County Constable #1	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County Constable #2	1.69%	\$8,373.36	\$8,792.02	\$9,231.62	\$9,693.21
Johnson County Constable #3	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Johnson County Constable #4	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County CA Investigators	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Johnson County DA Investigators	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
S.T.O.P.	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Johnson County ESD #1 - Fire	21.20%	\$105,047.56	\$110,299.89	\$115,814.93	\$121,605.73
Cleburne PD	13.21%	\$65,464.42	\$68,737.61	\$72,174.52	\$75,783.28
Cleburne FD	4.92%	\$24,358.85	\$25,576.79	\$26,855.64	\$28,198.43
Alvarado PD	4.61%	\$22,836.43	\$23,978.24	\$25,177.16	\$26,436.03
Godley PD	1.08%	\$5,328.50	\$5,594.92	\$5,874.67	\$6,168.41
Grandview PD	3.07%	\$15,224.28	\$15,985.49	\$16,784.77	\$17,624.02
Joshua PD	3.38%	\$16,746.71	\$17,584.04	\$18,463.25	\$19,386.42
Keene PD	2.15%	\$10,657.00	\$11,189.84	\$11,749.34	\$12,336.81
Rio Vista PD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Venus PD	3.84%	\$19,030.35	\$19,981.86	\$20,980.97	\$22,030.02
Alvarado ISD	0.92%	\$4,567.29	\$4,795.65	\$5,035.43	\$5,287.21
Godley ISD	0.77%	\$3,806.07	\$3,996.37	\$4,196.19	\$4,406.00
Joshua ISD	1.54%	\$7,612.14	\$7,992.75	\$8,392.39	\$8,812.01
Keene ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
Rio Vista ISD	0.15%	\$761.21	\$799.27	\$839.24	\$881.20
Venus ISD	0.31%	\$1,522.43	\$1,598.55	\$1,678.48	\$1,762.40
Total	100.00%	\$495,550.44	\$520,327.76	\$546,344.35	\$573,661.82

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
JOHNSON COUNTY
CITY OF ALVARADO

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

1. The City Council of the City convened in a Regular Meeting on June 26, 2023 at the regular meeting place of the City Council at City Hall and the roll was called of the duly constituted officers and members of the City Council, to wit:

Jacob Wheat – Mayor
Beverly Short
Kevin Thomas
Scott Arthur

Lydia Moon- Mayor Pro Tem
Cherry Bryant
Michael Bennett

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

ORDINANCE 2023-0012 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ALVARADO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

AYES: _____

NOES: _____

ABSTAIN: _____

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

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

SIGNED AND SEALED ON JUNE 26, 2023.

Beth A Walls
City Secretary
City of Alvarado, Texas

Jacob Wheat
Mayor
City of Alvarado, Texas

(CITY SEAL)

ORDINANCE 2023-0012 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ALVARADO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council of the City of Alvarado, Texas, deems it advisable to issue Certificates of Obligation in the amount of \$[25,000,000] for the purposes hereinafter set forth; and

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

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

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

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

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

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Alvarado, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$[25,000,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements, curbs, signage and relocation of utility lines related thereto; (2) water system distribution improvements; (3) constructing, acquiring, installing, replacing, equipping and improving the city's wastewater system facilities consisting of an expansion of the wastewater treatment plant and sewer lines and (4) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

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

CERTIFICATE OF OBLIGATION, SERIES 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated July 15, 2023 (the "Dated Date"), in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of the certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the certificates shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Dated Date as set forth in the FORM OF CERTIFICATE in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
[]		

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

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

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

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

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners

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

(e) Paying Agent/Registrar for the Certificates. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

(g) Book-Entry Only System.

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

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

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

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

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

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

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

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

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

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus

Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5(a), if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted to be on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

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

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. When a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

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

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates

in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

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

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

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

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

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

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

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

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

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

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

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

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the

exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and City Secretary to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

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

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

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

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

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

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

Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, Mayor Pro Tem and City Secretary shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(d) [Approval of Insurance Policy. It is hereby deemed beneficial and in the best interests to obtain a municipal bond insurance policy for the Certificates in order to obtain the lowest possible cost of borrowing. The insurance of the Certificates by Assured Guaranty Municipal Corp. (the "Insurer") and the payment of the premium for such insurance is hereby approved. The Certificates shall bear an appropriate legend as provided by the Insurer.]

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

- (i) the amount of \$[] shall be applied to pay costs of issuance of the Certificates;
- (ii) the amount of \$[] shall be deposited into the Construction Fund established by Section 12 of this Ordinance;
- (iii) the amount of \$[] shall be applied to pay the bond insurance premium;
- (iv) the amount of \$[] shall be applied to pay the underwriting spread; and
- (v) accrued interest in the amount of \$[] and excess premium in the amount of \$[] shall be deposited to the Interest and Sinking Fund.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of \$[] shall be deposited into the Construction Fund, other than amounts paid at closing for issuance costs. Upon payment of all such Project costs, any moneys remaining on deposit in

said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

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

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. The following terms have the meanings ascribed to such terms below:

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) [The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer that is customarily prepared and publicly available being the following: (i) the Issuer's annual financial audit report; and (ii) fiscal year budget. The Issuer will update and provide that information within six months after the end of each fiscal year ending in and after 2022. If the annual financial audit report is not complete within 6 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 6-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.]

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

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in

one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material;
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

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

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

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions

of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

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

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

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

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

Section 15. DEFAULT AND REMEDIES

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

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

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

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

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

EXHIBIT A

FORM OF CERTIFICATES.

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

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ALVARADO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2023	PRINCIPAL AMOUNT \$_____
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<u>INTEREST RATE</u>	<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
	July 15, 2023	August 15, _____	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the City of Alvarado, in Johnson County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above at the Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

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

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

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

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated July 15, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[25,000,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with: (1) constructing and improving streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements, curbs, signage and relocation of utility lines related thereto; (2) water system distribution improvements; (3) constructing, acquiring, installing, replacing, equipping and improving the city's wastewater system facilities consisting of an expansion of the wastewater treatment plant and sewer lines and (4) paying legal, fiscal, engineering, architectural and other professional services in connection with these projects (collectively, the "Project").

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

THE CERTIFICATES scheduled to mature on August 15, [] (the "*Term Certificates*") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued

interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on each August 15 of the years and in the respective principal amounts, set forth in the following schedule:

Term Certificates due August 15, 20:

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

* Maturity

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

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

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

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the

Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

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

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

provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

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

(signature)
Beth A Walls, City Secretary

(signature)
Jacob Wheat, Mayor

(SEAL)

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

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

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

By: _____
Authorized Representative

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

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

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a

NOTICE: The signature above must correspond with the name of the registered owner as it appears

securities transfer association recognized signature
guarantee program.

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

[STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Certificate to U.S. Bank Trust Company, National Association, Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Certificate acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.]

(b) Initial Certificate Insertions

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

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

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

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

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
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The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Dated Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15 and August 15 of each year, commencing February 15, 2024, to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

EXHIBIT B

WRITTEN PROCEDURES FOR FEDERAL TAX COMPLIANCE

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

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

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:
 - a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;
 - b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;
 - c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and
 - d. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.
2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.
3. Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:
 - a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

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

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

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

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

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

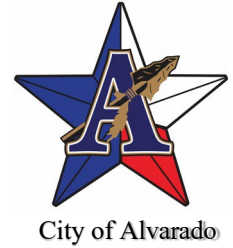


Alvarado Police Department

600 South Parkway Alvarado, Texas 76009

817-790-0910

817-783-5620 Fax



Memorandum

To: Chief May

From: Sgt. C. Lopez

Date: 06/23/2023

Reference: Proposed Sex Offender Residency City Ordinance 2023

Within the 2023 proposed City Ordinance for Chapter 24 "Offenses", Article V Sex Offender Residency, several changes have been recommended.

However, given this change and the modifications in verbiage, additional definitions accompany the suggested changes. One in particular is that of the Child Safety Zone definition. It should be noted the 2018 CO definition of Child Safety Zone was derived from the Texas Code of Criminal Procedure 42A.453 which excluded the term of "Church" within this provision as defined by Insurance Code 544.251: *a facility that is owned by a religious organization and is used primarily for religious services*. This contradicts that of the 2023 Proposed CO which includes any religiously affiliated schools under their newly defined term of "Child Safety Zone".

CO 2018-014 defined the term "Playground, premise, school, video arcade facility, and youth center" as set out by the Texas Health and Safety Code 481.134 (prompted as such by CCP 42A.453); however, the 2023 Proposed CO, attempts to redefine these definitions. This change becomes significant when understanding the states definition of "Playground", which according to HSC 481.134, *this is any outdoor facility that is not on the premises of a school and that:(A) is intended for recreation;(B) is open to the public; and C) contains three or more play stations intended for the recreation of children, such as slides, swing sets, and teeterboards*. While the new 2023 Proposed CO goes in more depth as to different areas umbrellaed under this term, it is wise to not discard the states outlined terms when and if these "Prohibitions" are ever challenged.

One Community, One Goal

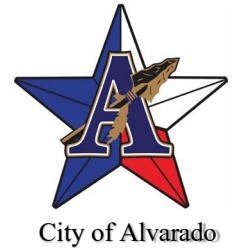


Alvarado Police Department

600 South Parkway Alvarado, Texas 76009

817-790-0910

817-783-5620 Fax



Next, 2023 CO 24-102 (b) adds the stipulation not seen in the previous 2018 CO, regarding Sex Offender's ban from participating in Halloween festivities requiring them to leave their porch light off on October 30th and 31st or any other date set forth by the city for trick-or-treaters from the hours of 4pm-11pm.

It is also added into the 2023 proposed CO, Sec 24-103 City Notification Required. While this section was not previously mentioned in the 2018 CO, this is a state mandated statute deriving from the Texas Code of Criminal Procedure Article 62.051 which requires SO to notify the registering agency within 7 days prior to relocation.

The 2023 CO 24-104 subsection (d) and (e) were added. Subsection (d) is simply an extension of subsection (b). Subsection (e) describes the dispute process regarding measurement distances.

CO 2023 24-105 "Prosecution Violations" adds more descriptive affirmative defense possibilities, more specifically 24-105(c)(3), 24-105(c)(4), 24-105(c)(5), and 24-105(c)(6).

Lastly, the proposed 2023 CO 24-106 "Appeals" has revised the process completely on how Sex Offenders may apply for an exemption to the article and/or appeal any decision regarding their residency within the city limits of Alvarado. More precisely, the new 2023 CO, gives the power of review, term conditions, and final judgement to the Chief of Police whereas in the 2018 CO, the decision was granted by the City Manager and appealed to the City Council.

One Community, One Goal

ORDINANCE NO. 2023-0014

AN ORDINANCE AMENDING CHAPTER 24, “OFFENSES,” ARTICLE V, “SEX OFFENDER RESIDENCY,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, AS AMENDED, BY MAKING IT UNLAWFUL FOR CERTAIN SEX OFFENDERS TO RESIDE WITHIN 1,000 FEET OF ANY DEFINED PREMISE WHERE CHILDREN REGULARLY CONGREGATE; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE AND REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas, is a Home Rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council finds and determines the provisions of this Ordinance are necessary to protect the public, health, safety, and general welfare of City citizens and the public; and

WHEREAS, the City Council finds and determines that the regulations herein are necessary and proper for carrying out its power to protect the government interest, welfare, and good order of the City; and

WHEREAS, the City Council finds and determines that child sex offenders who are required to register within the Texas State Sex Offender Registry represent a serious threat to public safety; and

WHEREAS, the City Council has endeavored to protect the health, safety, and general welfare of the public from the negative impacts associated with child sex offenders; and

WHEREAS, the City Council finds and determines that the recidivism rate for released sex offenders is alarmingly high, especially for those who commit their crimes against children; and

WHEREAS, the City Council finds and determines that persons convicted of offenses that involve either physical contact with minors or preparatory steps towards physical contact with minors are a greater risk to the safety of children who gather near areas where such offenders reside; and

WHEREAS, the City Council finds and determines that the City has a legitimate interest in the protection of children and that the following restrictions are enacted to provide further protection for children in the City by minimizing sex offenders’ access and proximity to areas where children gather; and

WHEREAS, it is not the intent of the City Council to impose a criminal penalty, but rather to serve the City's interest in protecting the health, safety, and welfare of the public by prohibiting convicted child sexual offenders from residing in specified areas near locations where children commonly gather; and

WHEREAS, the provisions of this Ordinance do not prohibit registered sex offenders from residing in the City; and

WHEREAS, the City has a compelling interest to promote, protect, and improve the health, safety, and general welfare of the citizens of the City by creating areas around locations where children regularly congregate or may congregate in concentrated numbers wherein certain registered sex offenders are prohibited from establishing temporary or permanent residency; and

WHEREAS, it is the determination by the City Council that every effort should be made to protect its citizens from harm at the hands of certain sex offenders, and that the City's children are worthy of protection to the greatest extent afforded under the law; and

WHEREAS, the City finds that the protection of children is paramount to creating a safe environment in which to live, work, and play in our community; and

WHEREAS, the City finds that the adoption and enforcement of this Ordinance will help foster a partnership with the community by protecting the family and maintaining the City as the place to live, visit, and conduct business; and

WHEREAS, in considering this Ordinance, the City Council relies on the entirety of its experiences and knowledge; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance, including but not limited to the Open Meetings Act.

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

SECTION 1.

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The Alvarado Code of Ordinances Chapter 24, "Offenses," Article V, "Sex Offender Residency," be amended to read as follows:

"ARTICLE V. - SEX OFFENDER RESIDENCY RESTRICTIONS

Sec. 24-100. - Findings incorporated.

The findings set forth in this Ordinance are incorporated into the body of this Article as if fully set forth herein.

Sec. 24-101. - Definitions.

For the purpose of this Article, the following terms, words, and the derivations thereof shall have the meaning given herein.

Child. Any person under the age of seventeen (17).

Child-Care Facility. A facility licensed, certified, or registered by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a Child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Child-Care Institution. A commercial day care center, provides regular care to any number of adults or children for less than twenty-four (24) hours a day.

Child Safety Zone. Premises where children commonly gather, regardless of whether they are inside or outside the City of Alvarado limits, and includes:

- (1) any school whether public, private or religiously affiliated; and
- (2) public libraries, amusement arcades, video arcades, indoor and outdoor amusement centers, amusement parks, public or commercial and semi-private swimming pools, child-care facilities, child care institutions, public or private youth sports athletic fields, crisis centers or shelters, skate parks or rinks, public or private youth centers, movie theaters, bowling alleys, conservation areas, jogging trails, equestrian trails, hiking trails, bicycle trails, recreational centers, public playgrounds, and scouting facilities.

Database. The Texas Department of Public Safety's Sex Offender Database pursuant to the Sex Offender Registration and Notification Act, Texas Code of Criminal Procedure, Chapter 62, or the sex offender registration files maintained by the sex offender registration officer of the police department.

Park or playground. One (1) of the following:

- (1) Any land, including improvements to the land that is administered, operated or managed by the City of Alvarado for the use of the general public as a recreational area.

- (2) City recreational areas include, but are not limited to, conservation area, jogging trail, hiking trail, bicycle trail, recreational center, water park, swimming pool, soccer field or baseball field.

Permanent Residence. A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

Places where children regularly congregate. The same as Child Safety Zone.

School. A private or public preschool, private or public elementary school, or private or public secondary school.

Sex Offender. A person who has been convicted of or placed on deferred adjudication for a sexual offense involving a person under seventeen (17) years of age for which the individual is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or convicted of, or placed on deferred adjudication for the offense of possession of child pornography.

Temporary Residence. Either a place where a person abides, lodges, or resides for a period of fourteen (14) or more days during any calendar year, and is not the person's permanent address, or a place where a person routinely abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not the person's permanent address.

Sec. 24-102. - Prohibitions.

(a) It is an offense for a Sex Offender to establish a permanent residence or temporary residence within one thousand (1,000) feet of the real property comprising a school, child care facility, child care institution, park or playground, or other place(s) where children regularly congregate.

(b) A Sex Offender, shall not, on each October 30 and 31 (or any other date set by the City for trick-or-treaters) between the hours of 4:00 p.m. and 11:00 p.m., leave an exterior porch light on or otherwise invite trick-or-treaters to solicit the premises.

(c) This section applies to all Sex Offenders, as defined by this Article, regardless of the individual's reported risk level or whether the individual has been assigned a reported risk level.

(d) It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or any other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this Article, if such place, structure, or part thereof, manufactured home, trailer, or other conveyance is located within one thousand (1,000) feet of a Child Safety Zone.

Sec. 24-103. - City Notification Required.

At least seven (7) days prior to establishing permanent or Temporary Residence in the City, a Sex Offender shall notify the Alvarado Police Department in writing and provide the following information:

- (a) the name of the registered Sex Offender; and
- (b) the address of the residence to which the person intends to move.

Sec. 24-104. - Evidentiary matters; measurement.

- (a) It shall be prima facie evidence that this Article applies to a person, if that person's record appears on the Database and the Database indicates that the victim was less than seventeen (17) years of age.
- (b) For the purpose of determining the minimum distance of separation, the requirements shall be measured by following a straight line from the outer property line of the Permanent Residence or Temporary Residence to the nearest property line of the Child Safety Zone, or, in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the Child Safety Zone.
- (c) A map depicting the prohibited areas shall be created by the City and maintained by the Alvarado Police Department. The City shall review the map annually for changes. Said map will be available to the public at the Alvarado Police Department.
- (d) In the case of multiple residences on one (1) property, measuring from the nearest property line of the residences to the nearest property line of the school, child care facility, child care institution, park or playground, or other places where children regularly congregate.
- (e) In cases of a dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove otherwise

Sec. 24-105. - Prosecution of violations.

- (a) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this Article.
- (b) It shall be prima facie evidence that this Article applies to a person, if that person's record appears on the Database and the Database indicates that the victim was less than 17 years of age.
- (c) All of the following are affirmative defenses to a violation of this Article:

- (1) the person required to register on the Database established the Permanent Residence or Temporary Residence and has complied with all of the Sex Offender registration laws of the state, before the date of the adoption of this Article;
- (2) the person required to register on the Database was a child when he or she committed the offense requiring such registration and was not convicted as an adult;
- (3) the person required to register on the Database is a minor, as defined by Texas Penal Code or a ward under a guardianship, who resides with a parent or guardian;
- (4) the person required to register has been exempted by a court order from registration as a sex offender under Chapter 62, Texas Code of Criminal Procedure;
- (5) the person required to register has had the offense for which the sex offender registration was required, reversed on appeal or pardoned;
- (6) The person's duty to register on/in the Database has expired;
- (7) the premises where children regularly congregate, as specified herein, within 1,000 feet of the Permanent Residence or Temporary Residence was opened after the person established the Permanent Residence or Temporary Residence and the person has complied with all Sex Offender registration laws of the state; or
- (8) the information on the Database is incorrect, and, if corrected, this Article would not apply to the person who was incorrectly or improperly listed on the Database.
- (9) Nothing in this provision shall require any person to sell or otherwise dispose of any real estate or home acquired or owned prior to the conviction of the person as a sex offender.

Sec. 24.-106. - Appeals.

- (a) A Sex Offender may appeal the application of the requirements of this Article by filing a letter of appeal with the City Secretary.
- (b) An appeal may be granted only when special circumstances arise and the following procedures are followed:
 - (1) the individual appealing the applicability of this Ordinance provides a written and notarized letter of appeal, along with any supporting

documentation, to the City Secretary;

- (2) the City Secretary forwards the submitted documentation to the City Council, City Manager, and Chief of Police;
 - (3) the Chief of Police conducts a review, during which he or she may review any pertinent information and may accept oral and written statements from any person;
 - (4) following the review, the Chief of Police will approve or deny the appeal; if an exemption is granted, it may be unconditional or limited to a certain address and/or period of time; and
 - (5) the judgment made by the Chief of Police shall be final.
- (c) It is not required that the letter of appeal contain any information considered confidential by law.
- (d) Examples of special circumstances in support of an appeal may include, but are not limited to, staying with family due to medical problems, natural disasters, or court-ordered housing assignment.”

Sec. 24-107. Penalty.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this Article shall be guilty of a misdemeanor and upon conviction thereof shall be fined for each offense as provided in Section 1.01.009 of this Code. Each day that a violation is permitted to exist shall constitute a separate offense.”

SECTION 3.

This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such Code, in which event the conflicting provisions of such Code are hereby repealed.

SECTION 4.

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

SECTION 5.

That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined in accordance with Section 1.01.009 of the Code of Ordinances, City of Alvarado, Texas. Each day that a violation exists shall constitute a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 6.

That all rights and remedies of the City of Alvarado are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Alvarado, Texas as amended, or any other ordinances affecting sex offender residency restrictions which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of Alvarado, Texas, is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the City, as required by law.

SECTION 8.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Alvarado, Texas, on this the 26th day of June, 2023.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary