



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

City Council

Tuesday, January 19, 2021

5:30 PM

Video Conference

Due to the imminent threat to public health and safety arising from the COVID-19 pandemic, this meeting of the City Council will be held via video conference. Members of the public may participate in the meeting remotely by webinar or telephone through the following:

You are invited to a Zoom webinar.

When: Jan 19, 2021 05:30 PM Central Time (US and Canada)

Topic: City of Grand Prairie - City Council Meeting

Please click the link below to join the webinar:

<https://gptx.zoom.us/j/92527285395?pwd=eWMwcUEwaUxaakt0MUyMTI4bS80Zz09>

Passcode: 51e3th3DS0

Or iPhone one-tap :

US: +13462487799,,92527285395#,,,,*4672316412# or
+12532158782,,92527285395#,,,,*4672316412#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 253 215 8782 or +1 408 638 0968 or +1 669

All meeting participants will automatically be muted until it is their turn to speak. To be recognized to speak, use the "raise hand" feature in the Zoom meeting platform. Or, if you are joining by phone, you may press *9 to raise your hand. A maximum five (5) minutes is permitted per speaker. After speaking, remute your phone by pressing *6.

Call to Order

Staff Presentations

- 1 [20-10744](#) COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
- 2 [20-10747](#) Development Guide Briefing - Presented by Deputy City Manager Bill Hills

Agenda Review

Executive Session

The City Council may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 "Consultation with Attorney"*
- (2) Section 551.072 "Deliberation Regarding Real Property"*
- (3) Section 551.074 "Personnel Matters"*
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations"*

Recess Meeting

6:30 PM Video Conference

Invocation: Deputy Mayor Pro Tem Jorja Clemson

Pledge of Allegiance to the US Flag and to the Texas Flag led by Council Member Jeff Wooldridge

Consent Agenda

- 3** [20-10746](#) Minutes of the December 15, 2020, City Council Meeting

 Attachments: [Draft 01-05-2021 City Council Meeting Minutes](#)
- 4** [20-10727](#) PID Contract with SPSD, Inc. for Landscape Maintenance for \$117,039.33 in Oak Hollow/Sheffield Village PID (Council Districts 4 and 6)

 Attachments: [Exhibit A-Budget 5yr service plan-FY21-OHSV.pdf](#)
- 5** [20-10739](#) Professional Engineering Services contract with Halff Associates, Inc. for the FY21 Capital Improvement Process Community Rating System Program Support in the total amount of \$96,000.

 Attachments: [Exhibit A.pdf](#)
 [20-10739 CRS.xlsx](#)
- 6** [20-10740](#) Authorize contingency transfer of \$102,911 for Sales Tax Auditing Services Contract with TexasCityServices for a fee of 24% of realized recoveries; authorize any future contingency transfers as needed to fund the contract, up to \$150,000 annually

- 7 [20-10745](#) Renewal of Professional Services agreement for actuarial analysis with Rudd and Wisdom, Inc. in the annual amount of \$13,000 for a two-year term with up to four two-year renewal terms totaling \$69,020 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s).
Attachments: [Expenditure Information Form-ITEM 20-10745.doc](#)
- 8 [20-10738](#) Discussion and consideration of all matters incident and related to the issuance and sale of "City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation and delegating certain matters to an authorized official of the City.
Attachments: [GRAND PRAIRIE CO 2021 - Ordinance - parameters.docx](#)
- 9 [20-10741](#) Ordinance to convey required utility easement and right of way to Oncor Electric Delivery Company LLC for 2940, 2960 and 2980 Esplanade in the EPIC Central Phase III Addition
Attachments: [EXHIBIT A PROPERTY DESCRIPTION.pdf](#)
- 10 [20-10742](#) Resolution amending and replacing Resolution 5143-2020 for the ratification of the application of the FY2020 Urban Area Security Initiative (UASI) Grant of approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division

Citizen Comments

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by following the instructions to speak on the first page of this agenda.

Adjournment

Legislative Prayer and Pledge

It is the custom and tradition of the members of the City Council to have an invocation followed by recitals of the United States of America and State of Texas pledges of allegiance prior to the beginning of its meetings. The invocation and pledges are directed to and offered solely for the benefit of the members of Council, though members of the audience are welcome to participate. However, members of the audience are not required to participate. The decision to participate is strictly a matter of personal choice and will have no bearing on any matter considered or decision made by the Council during the meeting.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council agenda was prepared and posted January 15, 2021.

Mona Lisa Galicia, City Secretary

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8018 or email Jennifer Stubbs (jstubbs@gptx.org) at least three (3) business days prior to the scheduled meeting to request an accommodation.



Legislation Details (With Text)

File #: 20-10744 **Version:** 1 **Name:** COVID Update
Type: Presentation **Status:** Staff Presentations
File created: 1/12/2021 **In control:** City Manager's Office
On agenda: 1/19/2021 **Final action:**
Title: COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer



Legislation Details (With Text)

File #:	20-10747	Version:	1	Name:	Development Guide Briefing
Type:	Presentation	Status:		Status:	Staff Presentations
File created:	1/14/2021	In control:		In control:	Planning
On agenda:	1/19/2021	Final action:		Final action:	
Title:	Development Guide Briefing - Presented by Deputy City Manager Bill Hills				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title
Development Guide Briefing - Presented by Deputy City Manager Bill Hills



Legislation Details (With Text)

File #: 20-10746 **Version:** 1 **Name:** Minutes - December 15, 2020
Type: Agenda Item **Status:** Consent Agenda
File created: 1/12/2021 **In control:** City Secretary
On agenda: 1/19/2021 **Final action:**
Title: Minutes of the December 15, 2020, City Council Meeting
Sponsors:
Indexes:
Code sections:
Attachments: [Draft 01-05-2021 City Council Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
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From

Mona Lisa Galicia, City Secretary

Title

Minutes of the December 15, 2020, City Council Meeting

Presenter

Mona Lisa Galicia, City Secretary

Recommended Action

Approve



City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes - Final

City Council

Tuesday, January 5, 2021

4:30 PM

City Hall - Council Chambers
300 W. Main Street

Call to Order

Mayor Jensen called the meeting to order at 4:47 p.m.

- Present** 8 - Mayor Ron Jensen
Mayor Pro Tem Jorja Clemson
Deputy Mayor Pro Tem Jim Swafford
Council Member Mike Del Bosque
Council Member Greg Giessner
Council Member Cole Humphreys
Council Member John Lopez
Council Member Jeff Wooldridge
- Absent** 1 - Council Member Jeff Copeland

Staff Presentations

- 1 COVID Update - Presented by Steve Dye, Deputy City Manager/Chief Operating Officer

Deputy City Manager Steve Dye reviewed the surge in COVID-19 numbers at the local, state and national level, hospitalization rates and information on vaccine distribution. Mr. Dye discussed the City of Grand Prairie employee vaccination process which is currently in the 1B stage. Council Member Humphreys asked whether the city is aware of availability of other type of vaccines. Mr. Dye advised he did yet have information about the Johnson and Johnson or other brands of vaccines. Mr. Dye provided an update on the emergency assistance program funding including the Texas Department of Housing and Community Affairs program.
Presented
- 2 Short Term Rentals - Presented by Steve Collins, Code Compliance Manager, and Mark Dempsey, Deputy City Attorney

Postpone
- 3 Implementation of the "Text to 9-1-1" initiative (Next Generation 9-1-1 (NG911) digital technologies) - Presented by Aubrey Insko

Police Department Emergency Communications Manager Aubrey Insko presented information regarding the program which was implemented on November 3, 2020, and noted that it services the entire city. Ms. Insko advised voice calls to 9-1-1 are still preferred, but this tool is available for those who cannot communicate by voice. She informed Council that Rtt or Tdd communication requires certain equipment to be

established within the home, whereas Text to 9-1-1 gives another option. Ms. Insco said the option has been advertised on social media and will be sent out via public service announcement to the community. She also noted that Text 9-1-1 cannot receive emoji, video chat nor photos and that Google translation services would be utilized with the system. Ms. Insco added that technology and training was funded 100% through the Tarrant County 9-1-1 District. Ms. Insco reviewed 2019 Emergency Communications 9-1-1 Call Statistics.

Presented

Agenda Review

Mayor Pro Tem Clemson noted items 6 through 29 are on Consent agenda and advised item 30 would be tabled to accept the applicant's request for withdrawal.

Mayor Jensen noted items 36 and 37 would be discussed and that he would be asking Mayor Pro Tem Clemson to nominate Council Member Del Bosque for Deputy Mayor Pro Tem and Council Member Wooldridge to the board of the Sports Facilities Development Corporation.

Executive Session

Mayor Jensen convened a closed session at 5:26 p.m. pursuant to Section 551.071 "Consultation with Attorney" Cottages at Dechman, Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations." Mayor Jensen adjourned the closed session at 6:20 p.m and recessed the meeting.

Recess Meeting

Mayor Jensen reconvened the meeting at 6:31 p.m.

Invocation was given by Andrew Fortune, Assistant to the City Manager and the pledge of Allegiance to the US Flag and to the Texas Flag was led by Mayor Pro Tem Jorja Clemson.

Presentations

4

Proclamation in memory of Deputy Mayor Pro Tem Jim Swafford

Mayor Jensen presented the Proclamation to Mr. Swafford's family, Ms. Renea Reckner and Mr. Robert Swafford.

Presented

5

Mayor's Comments in Memory of Janice England, former City First Lady

Mayor Jensen shared comments while various photos of Janice England were shared with the public.

Presented

Consent Agenda

Mayor Pro Tem Clemson moved to approve, seconded by Council Member Lopez, items six through twenty-nine on the consent agenda. The motion carried unanimously.

- 6** Minutes of the December 15, 2020, City Council meeting
- Approved on the Consent Agenda**
- 7** Ratify a contract for vaccination services with TopCare Medical as an exigency purchase for a cost not to exceed \$164,800
- Harold Willis at 538 Lindly asked for additional information about this item. Mr. Dye clarified it is a contract for city employees to receive COVID-19 vaccines. Mr. Willis expressed his concern for the lack of vaccines available to the public.*
- Approved on the Consent Agenda**
- 8** Ratify Application for Texas Emergency Rental Assistance Program grant funding in the amount of \$363,210.74 for the purpose of administering rental assistance to eligible applicants in Grand Prairie through a third party administrator; Authorize City Manager to accept grant if awarded
- Approved on the Consent Agenda**
- 9** Price agreement for handicap ramp repairs, residential and school sidewalk repairs from New Star Grading at an annual cost of \$1,893,300, with a secondary for HUB member, Axis Contracting, at an annual cost of \$1,915,250, and a tertiary with Parking Lot Pros with an annual amount of \$1,848,375. All agreements will be for one year with the option to renew for four additional one-year periods totaling \$9,466,500 for New Star Grading, \$9,576,250, with Axis Contracting and \$9,241,875 with Parking Lot Pros, if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s).
- Approved on the Consent Agenda**
- 10** Price Agreement for yard waste grinding from Thelin Recycling of Fort Worth, TX (up to \$147,000 annually) for one year with the option to renew for four additional one-year periods totaling \$735,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved on the Consent Agenda

- 11** Price agreement for tree and brush services from Shawnee Mission Tree Services, dba Arbor Masters (up to \$150,000 annually) for one year with the option to renew for four additional one year periods totaling \$750,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Approved on the Consent Agenda

- 12** Purchase of one (1) new Ram 5500 regular cab pickup with utility body from Grapevine Dodge Chrysler Jeep for a total of \$76,550 through a national interlocal agreement with BuyBoard

Approved on the Consent Agenda

- 13** Purchase of one (1) new E35 R-Series Bobcat Compact Excavator from Bobcat of North Texas for a total of \$63,637.98 through a national interlocal agreement with BuyBoard

Approved on the Consent Agenda

- 14** Contract with Arbor Masters Tree Service for tree services for one year in the amount of \$75,000 in Westchester PID (Council District 6)

Approved on the Consent Agenda

- 15** Contract with BrightView Landscapes, LLC for Landscape Maintenance for \$215,295.30 in High Hawk PID (City Council District 6) for a one-year term

Approved on the Consent Agenda

- 16** Contract with Bob Owens Electric Co. to add new electric service pedestals in the amount of \$53,110 in Oak Hollow/Sheffield Village PID (Council Districts 4 and 6)

Approved on the Consent Agenda

- 17** Contract with Lake Management Services, L.P. for Pond Management Services for one year in the amount of \$142,400 in Peninsula PID (Council Districts 4 and 6)

Approved on the Consent Agenda

- 18** Contract with LandWorks for Landscape Maintenance for \$162,647 in Forum Estates PID (Council District 4)

Approved on the Consent Agenda

- 19 Contract with LandCare for Landscape Maintenance for one year in the amount of \$735,000 in Peninsula PID (Council Districts 4 and 6)

Approved on the Consent Agenda

- 20 Contract with Brick & Stone Master for Brick Wall Construction in the Amount of \$201,594 - High Hawk PID (Council District 6)

Approved on the Consent Agenda

- 21 Westchester PID Contract with Site Landscape Development for landscape maintenance in the amount of \$456,005 for a one year term (Council District 6)

Approved on the Consent Agenda

- 22 Access agreement to Oncor Electric Delivery Company, LLC, (Oncor) for access across City-owned property located at 2001 Dogwood Court and 1901 Egyptian Way (Arbor Creek) for change out of electric poles located along SH 161 and Egyptian Way

Approved on the Consent Agenda

- 23 Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Symone Construction Services, LLC in the amount of \$129,928.68

Approved on the Consent Agenda

- 24 Change Order/Amendment No.1 for Vision Communities Management for Westchester PID management services and miscellaneous repairs in the total amount of \$50,000 (Council District 6)

Approved on the Consent Agenda

- 25 Professional Services Agreement with Arnold & Associates Inc. for forensic building and mechanical systems investigation at Epic and Epic Waters in the amount not to exceed \$116,140

Harold Willis at 538 Lindly asked for additional information about this item. Deputy City Manager Cheryl DeLeon clarified this contract entails maintenance of mechanical systems and soil stabilization at the Epic and Epic Waters and advised it would be funded from the city's Risk Fund.

Approved on the Consent Agenda

- 26 Annual Agreement for Laserfiche Avante Records Management System maintenance services from MCCi, LLC through a national inter-local agreement with Buyboard at an estimated annual cost of \$23,613.80 for one year with the option to renew for ----two additional one year periods totaling \$70,841.40 if all extensions are exercised and authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy

the City's obligation during the renewal terms

Approved on the Consent Agenda

- 27** Ordinance ordering the special election to fill a vacancy in the office of Council Member District 2

Adopted

Enactment No: ORD 10952-2020

- 28** Resolution declaring expectation to reimburse expenditures with proceeds of future debt in the amount of \$48,500 for Professional Engineering Services contract with Criado and Associates for Dechman Drive from Westchester Parkway to Bardin Road; Authorize City Manager to enter into Professional Engineering Services Contract with Criado and Associates

Adopted

Enactment No: RES 5143-2020

- 29** Resolution declaring expectation to reimburse expenditures with proceeds of future debt in the amount of \$36,000 for Professional Engineering Services contract with Innovative Transportation Solutions, Inc. (up to \$36,000 annually) for one year with the option to renew for four additional one-year periods, totaling \$180,000 if all extensions are exercised; and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funds is appropriated by the City Council to satisfy the City's obligation during the renewal terms

Adopted

Enactment No: RES 5145-2020

Planning and Zoning Items to be Tabled

- 30** Z201201 - Zoning Change - Zoning Change at 1620 Vicky Lane (City Council District 6). A request to change the base zoning from Single Family-One Residential District (SF-1) to Commercial District (C) to allow for future commercial development at this location. Located at 1620 Vicky Lane, legally described as 1.49 acres out of Tract 36.1, W. H. Beeman Survey, Abstract 126, Page 11, City of Grand Prairie, Dallas County, Texas, zoned Single-Family One Residential District. This property is generally located south of Interstate 20 and west of Lake Ridge Parkway, within the Interstate 20 Corridor Overlay District. (On December 14, 2020, the Planning and Zoning Commission tabled this case by a vote of 8-0)

Mayor Pro Tem Clemson moved, seconded by Mr. Wooldridge, to accept the

applicant's withdrawal and table this item. The motion carried unanimously.

Tabled

Public Hearing on Zoning Applications

31

CP200801 - Concept Plan - Cottages at Dechman (City Council District 2).

Rescind prior action and reconsider Concept Plan for the Cottages at

Dechman, a multi-family development with a mixture of attached and detached units on 15.91 acres. Tract 2 of Leonidas O'Gwinn Survey, Abstract No. 1105, City of Grand Prairie, Dallas County, Texas, zoned PD-20, within the IH-20 Corridor Overlay District, and generally located at the northwest corner of Dechman Dr and the IH-20 frontage road. (On December 15, 2020, City Council's motion to approve failed by a vote of 4-4. On November 23, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 7-1).

Planning Director Rashad Jackson presented revisions to the prior concept plan. Council Member Humphreys inquired about development of the space near the frontage road. Mr. Jackson advised it is public right of way and not developable. Applicant Phillip Thompson advised they have complied with recommendations of staff except for the garages. Mayor Jensen and Council Member Wooldridge thanked Mr. Thompson for working with staff on the changes. Council Member Lopez asked Mr. Thompson to keep in mind the safety of school children walking or waiting for school buses since there is a Harmony School nearby. Mr. Thompson agreed. Council Member Wooldridge moved to rescind his vote and prior action and moved, seconded by Council Member Del Bosque, to reconsider and accept the Concept Plan as presented this evening. The motion carried unanimously.

Approved

32

SU180504C - Specific Use Permit Renewal - 3025 Hardrock Rd (City Council District 1). Renewal of a Specific Use Permit for a Trucking and Storage Terminal Facility located at 3025 Hardrock Rd. Lot 3, Block A, Matt M. Lavail Addition, City of Grand Prairie, Dallas County, Texas, zoned LI, within the SH-161 Corridor Overlay District, and generally located north of W Oakdale Rd and east of Hardrock Rd. (On December 14, 2020, the Planning and Zoning Commission recommended approval to renew this SUP by a vote of 8-0).

Chief Planner Savannah Ware presented the renewal of a Specific Use Permit for a trucking and storage terminal facility located at 3025 Hardrock Rd. Mayor Pro Tem Clemson thanked the applicant and moved, seconded by Council Member Lopez, to close the public hearing and approve this item as presented. The motion carried unanimously.

Adopted

Enactment No: ORD 10953-2020

33

SU191101A - Specific Use Permit Renewal - Kia Auto Sales (City Council

District 5). Renew a Specific Use Permit (SUP) for Internet Auto Sales and amend the SUP to add Major Auto Repair. Lot 446R of Burbank Gardens Unit 2, zoned Commercial (C), within the Central Business District No. 4, and addressed as 3118 E Main St. (On December 14, 2020, the Planning and Zoning Commission recommended approval to renew this SUP by a vote of 8-0).

Chief Planner Savannah Ware presented Kia Auto Sales request to renew a Specific Use Permit (SUP) for Internet Auto Sales and to amend the Specific Use Permit to add major auto repair. Council Member Humphreys asked if all major auto repair must take place within the designated 1600 square foot space. Ms. Ware confirmed that it does. Council Member Humphreys asked where cars would be parked. Ms. Ware indicated on the map presented; Council Member Lopez asked if an inoperable vehicle could be stored there. Ms. Ware advised they cannot store inoperable vehicles. Mr. Humphreys moved, seconded by Council Member Del Bosque, to close the public hearing and approve the special use permit and amendments as presented. The motion carried unanimously.

Adopted

Enactment No: ORD 10954-2020

Planning and Zoning Items for Individual Consideration

34

S201201 - Site Plan - Warehouse at 2700 Avenue K East (City Council District 1). Site Plan for a 198K SF industrial warehouse building on one lot on 26.46 acres. Tract 4 of M. K. Selvidge Survey, Abstract No. 1423 and Lot 1, Block 6, Safety Net Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), generally located northwest of Avenue K and future extension of N. Great Southwest Parkway Road, and specifically addressed at 2700 E. Avenue K. (On December 14, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware presented this site plan. She advised there were concerns expressed to staff and to Mayor Pro Tem Clemson from citizens regarding truck traffic, noise, storage of hazardous materials, the relocation of a gas line and the Great Southwest Parkway extension, design and timing. Council Member Wooldridge asked what could be done about the relocation of the gas line so that it would not have to be moved a second time later. Ms. Ware said the applicant and engineers are addressing and coordinating efforts. Transportation Director Walter Shumac confirmed they are reviewing that information. Council Member Lopez asked if truck travel is being addressed in that area. Mr. Shumac confirmed and advised there are signs there now. Mr. Dye advised police officers also work with the trucking managers and companies to educate them about travel and restrictions in that area. Mayor Pro Tem Clemson noted this area is zoned light industrial and this item met the requirements. Mayor Pro Tem Clemson moved, seconded by Council Member Lopez, to approve this item as presented. The motion carried unanimously.

Approved**35**

S201202 - Site Plan - Prairie Modern Apartments (City Council District 1). Site Plan for Prairie Modern Apartments, which includes 272 multi-family units in one building with a five-story parking garage on 5.355 acres. Legally described as Tract 6, Elizabeth Gray Survey, Abstract No. 517, Page 215, City of Grand Prairie, Dallas County, Texas, and zoned PD-388. Generally located east of State Highway 161 and north of Dickey Road and within the SH-161 Corridor Overlay District. (On December 14, 2020, the Planning and Zoning Commission recommended approval of this request by a vote of 8-0).

Ms. Ware presented this site plan and discussed variances requested by the applicant, including parking, fencing and dumpster location. The Mayor commented on the great look of the 4 to 5 story buildings. Council Member Humphreys inquired what was previously presented regarding density. Ms. Ware advised density is much higher than other multifamily development. Council Member Wooldridge asked if there was a traffic impact analysis. Ms. Ware advised there was a traffic impact analysis. Mr. Shumac clarified traffic signal timing would be adjusted. Mayor Jensen discussed current Dickey Road traffic flow. Council Member Wooldridge inquired about the internal access drives. Ms. Ware advised the applicant is responsible for them. Council Member Lopez inquired about guest parking. Ms. Ware reviewed parking options. Ms. Clemson asked about rental rates would be. Ms. Ware said she would inquire. Mayor Pro Tem Clemson asked if the developer was provided information about the police officer program. The developer was present and advised they have submitted information regarding the police officer program.

Mayor Pro Tem Clemson moved to approve, seconded by Council Member Humphreys, this item with recommendations as presented by staff and as approved by the Planning and Zoning Commission. The motion carried unanimously.

Approved**Items for Individual Consideration****36**

Appointment of Deputy Mayor Pro Tem

Mayor Pro Tem Clemson moved to approve, seconded by Council Member Wooldridge, the appointment. The motion carried unanimously.

Approved**37**

Appointment to fill a vacancy on the Sports Corporation

Mayor Pro Tem Clemson moved to approve, seconded by Council Member Giessner, the appointment. The motion carried unanimously.

Approved**Citizen Comments**

Robert Johnson, 1350 Skyline Road, spoke about a young man who was injured and did not receive proper aid and also spoke about a traffic stop involving a police officer.

Carol Harrison Lafayette, 1350 Skyline Road, spoke about her son Clayton Harrison to clarify he was not attempting to commit suicide and advised she called police, city staff and City Council for assistance.

Trina Hall, 530 Forest Hill Lane, spoke about Council Member Swafford and also asked for improvement and growth and action.

Harold Willis (address noted above) spoke about several people effected by COVID-19.

Adjournment



Legislation Details (With Text)

File #:	20-10727	Version:	1	Name:	Oak Hollow/Sheffield Village PID Landscape Maintenance Contract (City Council Districts 4 & 6)
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/30/2020	In control:		In control:	Finance
On agenda:	1/19/2021	Final action:		Final action:	
Title:	PID Contract with SPSP, Inc. for Landscape Maintenance for \$117,039.33 in Oak Hollow/Sheffield Village PID (Council Districts 4 and 6)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A-Budget 5yr service plan-FY21-OHSV.pdf				

Date	Ver.	Action By	Action	Result
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From

Lee Harriss, Special District Administrator

Title

PID Contract with SPSP, Inc. for Landscape Maintenance for \$117,039.33 in Oak Hollow/Sheffield Village PID (Council Districts 4 and 6)

Presenter

Lee Harriss, Special District Administrator

Recommend Action

Approve

Analysis

The PID Board recommended that SPSP, Inc. be awarded a contract for landscape and irrigation system maintenance services. The term extends from January 1, 2021 through December 31, 2021.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with SPSP, Inc. following approval by the City Council.

Financial Consideration

Funds for this contract are available from annual assessments adopted by the City Council on September 15, 2020, which are estimated to generate \$376,616 for the fiscal year.

GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 15
Oak Hollow/Sheffield Village
Five Year Service Plan 2021 - 2025 BUDGET

Income based on Assessment Rate of \$0.085 per \$100 of appraised value.
Service Plan projects a 1% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$443,077,474	\$ 0.085	\$ 376,616		
Description	Account	2021	2022	2023	2024	2025
Beginning Balance (Estimated)		\$ 618,000	\$ 560,627	\$ 584,020	\$ 611,217	\$ 642,255
P.I.D. Assessment	42620	\$ 376,616	\$ 380,382	\$ 384,186	\$ 388,028	\$ 391,908
Trsf In/Parks Venue (3170)	49780	10,261	10,261	10,261	10,261	10,261
TOTAL INCOME		\$ 386,877	\$ 390,643	\$ 394,447	\$ 398,289	\$ 402,169
Amount Available		\$ 1,004,877	\$ 951,270	\$ 978,467	\$ 1,009,505	\$ 1,044,424

EXPENSES:						
Description		2021	2022	2023	2024	2025
Office Supplies	60020	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160
Decorations	60132	20,000	20,000	20,000	20,000	20,000
Beautification	60490	10,000	10,000	10,000	10,000	10,000
Graffiti Cleanup	60775	500	500	500	500	500
Wall Maintenance	60776	35,000	35,000	35,000	35,000	35,000
Security	61165	1,000	1,000	1,000	1,000	1,000
Mowing Contractor	61225	100,000	100,000	100,000	100,000	100,000
Tree Services	61226	50,000	50,000	50,000	50,000	50,000
Collection Service**	61380	6,490	6,490	6,490	6,490	6,490
Misc.	61485	2,000	2,000	2,000	2,000	2,000
Admin./Management	61510	20,000	20,000	20,000	20,000	20,000
Postage	61520	200	200	200	200	200
Banners	61601	20,000	7,000	7,000	7,000	7,000
Electric Power	62030	1,500	1,500	1,500	1,500	1,500
Water Utility	62035	15,000	15,000	15,000	15,000	15,000
Irrigation System Maint.	63065	25,000	25,000	25,000	25,000	25,000
Decorative Lighting Maintenance	63146	15,500	1,500	1,500	1,500	1,500
Property Insurance Premium	63147	1,300	1,300	1,300	1,300	1,300
Liability Insurance Premium	64090	600	600	600	600	600
Surveillance Pole Camera	68013	50,000	-	-	-	-
Landscaping*	68250	70,000	70,000	70,000	70,000	70,000
Irrigation Systems	68635	-	-	-	-	-
TOTAL EXPENSES		\$ 444,250	\$ 367,250	\$ 367,250	\$ 367,250	\$ 367,250
Ending Balance		\$ 560,627	\$ 584,020	\$ 611,217	\$ 642,255	\$ 677,174

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$85		
\$150,000	\$128		
\$200,000	\$170	Avg. Property Value:	\$ 200,397
\$250,000	\$213	Avg. Property Assessment:	\$ 170
\$300,000	\$255	No. of Properties:	
		Dallas County	162
		Tarrant County:	2,049
		Total	2,211

*Landscape Installation

**Dallas County: \$2.75/Acct; Tarrant County: \$2.95/Acct



Legislation Details (With Text)

File #:	20-10739	Version:	1	Name:	Prof Eng Services Contract with Halff Associates for CIP CRS Recertification
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/7/2021	In control:		In control:	Engineering
On agenda:	1/19/2021	Final action:		Final action:	
Title:	Professional Engineering Services contract with Halff Associates, Inc. for the FY21 Capital Improvement Process Community Rating System Program Support in the total amount of \$96,000.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A.pdf 20-10739 CRS.pdf				

Date	Ver.	Action By	Action	Result
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From

Max

Title

Professional Engineering Services contract with Halff Associates, Inc. for the FY21 Capital Improvement Process Community Rating System Program Support in the total amount of \$96,000.

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

The Community Rating System Program Support project was identified and approved during the FY20-21 Capital Improvements Projects Budget process.

Halff Associates, Inc. will evaluate the City's floodplain management program to develop a Federal Emergency Management Association (FEMA) Community Rating System (CRS) application. CRS is a voluntary program for recognizing and encouraging community floodplain management activities that exceed the minimum National Flood Insurance Program (NFIP) standards. Under the CRS program, flood insurance premium rates could potentially be discounted based on creditable community actions to reduce flood risk and associated accrued points of the CRS Class rating system. The CRS program is divided into 19 credited activities as outlined in the current 2017 CRS Coordinators Manual. New minimum program requirements included in the 2021 CRS Addendum will be utilized in conjunction with the current manual.

Halff will analyze the City's current floodplain management program to determine the requirements and documentation necessary to maintain a CRS Class 5 rating. They will also provide 5-year update guidance for

the City's current CRS credited plans, including the Activity 330 Program for Public Information (PPI), Activity 370 Coverage Improvement Plan (CP), Activity 450 Watershed Master Plan (WMP), and Activity 510 Floodplain Management Plan (FMP), and the associated committee meetings.

Financial Consideration

Funding for Professional Engineering Services contract with Halff Associates, Inc., in the amount of \$96,000, is available in the Storm Drainage Capital Projects Fund (401592) WO #02104003 (CIP CRS Recertification).



December 18, 2020

Ms. Housewright, PE, CFM (via email)
Storm Water Utility Manager
City of Grand Prairie

RE: Proposal to Provide Community Rating System Program Support

Dear Ms. Housewright:

Per your request, Halff Associates, Inc. (Halff) has prepared a proposal for services for Community Rating System (CRS) analysis. Halff brings the City extensive experience in floodplain management, hydrology and hydraulics, Geographic Information Systems (GIS), and stormwater management. Our past experience with the City includes assistance with the CTP program and preparation of the City-Wide Drainage Master Plan for the entire city. This experience will benefit the City by combining Halff's creative solutions with its existing CRS practices.

Below summarizes the scope of work for the proposed CRS Program Analysis with a lump sum fee of \$96,000. Halff looks forward to serving the City by providing immediate response to assignments and quality performance in assisting staff with their responsibilities and goal of maintaining a CRS Class 5 rating.

City of Grand Prairie FEMA CRS 2021 Verification Cycle Support	
Task 1: Program Analysis	\$ 54,000
Task 2: Verification Cycle Submittal	\$ 33,000
Task 3: Verification Visit Follow-Up and Certification	\$ 9,000
Program Total	\$ 96,000

City of Grand Prairie FEMA CRS 2021 Verification Cycle Support

If approved, Halff will evaluate the City's floodplain management program to develop a FEMA Community Rating System (CRS) Application. CRS is a voluntary program for recognizing and encouraging community floodplain management activities that exceed the minimum National Flood Insurance Program (NFIP) standards. Under the CRS program, flood insurance premium rates could potentially be discounted based on creditable community actions to reduce flood risk and associated accrued points of the CRS Class rating system. The CRS program is divided into 19 credited activities as outlined in the current 2017 CRS Coordinators Manual. New minimum program requirements included in the 2021 CRS Addendum will be utilized in conjunction with the current manual.

Task 1: Program Analysis

At the direction of the City, analyze the City's current floodplain management program to determine the requirements and documentation necessary to maintain a CRS Class 5 rating. Halff will meet with City staff, as necessary, to determine how the existing City floodplain management program qualifies for credit according to the 2017 CRS Coordinators Manual and 2021 Addendum. Provide 5-year update

guidance for the City's current CRS credited plans, including the Activity 330 Program for Public Information (PPI), Activity 370 Coverage Improvement Plan (CP), Activity 450 Watershed Master Plan (WMP), and Activity 510 Floodplain Management Plan (FMP), and the associated committee meetings. Two (2) committee meetings are anticipated for the PPI and CP Activities, which can occur simultaneously. Two (2) to six (6) additional committee meetings are anticipated for the FMP Activity which is dependent of key CRS steps listed within the City's plan. Assist with the collection and mapping of the necessary information including floodplain area, repetitive loss properties, and flood insurance policies. Document the analysis findings in Halff's CRS Activity Tracker for tracking of completed tasks and activities prior the 2021 Verification Cycle Visit. If portions of the City's program activities could receive additional credit, suggestions for achieving credit will be identified.

Task 2: Verification Cycle Submittal

Halff will assist the City in compiling the necessary submittal material needed to receive credit and maintain a Class 5 rating, including outreach mailings, community certification sheets, progress reports for credited plans, GIS processing, creation of impact adjustment maps, and all additional CRS activity documentation that the City performs. The information will be compiled digitally, and an estimated point total will be determined. When the Insurance Services Office, Inc. (ISO) CRS Specialist schedules the Verification Visit, Halff will assist the City in digitally submitting all required documentation prior to the visit. These services include communication and coordination with necessary City of Grand Prairie departments to ensure all CRS Verification Cycle package documentation is provided to the CRS Specialist and Technical Reviewers. Halff will attend and support the City during the October 2021 visit with ISO to answer any questions about the submittal.

Task 3: Verification Visit Follow-Up and Certification

Halff will assist the City in preparing any additional documentation outlined in the ISO 30 Day Letter provided to the community following the Verification Visit. Halff will work with the CRS Specialist and the ISO technical reviewers on any outstanding items. Once all outstanding items have been submitted and scored, ISO will provide a Cycle Results letter documenting the results of the cycle visit. Halff will work with the City to verify the scoring sheets and resolve issues that impact the City's CRS Classification.

Deliverables:

1. Two (2) Program Analysis Meetings with City
2. Eight (8) CRS Credited Plan Committee Meetings
3. Two (2) Coordination Meetings with City and ISO
4. 2021 Verification Cycle Package (digital data and maps)
5. 2021 Verification Cycle Certification

Schedule:

The duration of the program analysis and preparation of the Verification Cycle submittal package takes approximately 7 months to coordinate and compile. The time needed for the City to accommodate the CRS Plan updates and required committee meetings is estimated to be 4-6 months but can be completed in conjunction with program analysis and Verification Cycle submittal as long as the plans are complete and adopted by October 1. ISO Cycle Results and Certification is estimated to occur approximately 1-2 months after the Verification Visit and ISO 30 Day Letter is received. The overall project duration will be approximately 9 months from the date Halff receives the executed contract from the City of Grand Prairie.

We hope that this proposal meets with your approval. We are available at your convenience to meet and discuss the CRS Program Support and the information contained in this proposal. Please feel free to contact us if you have any questions or comments concerning this matter.

Thank you again for this opportunity to serve the City of Grand Prairie.

Sincerely,

HALFF ASSOCIATES, INC.

Jarred Overbey, PE, CFM
Water Resources Team Leader/Authorized Agent

CC: Katherine Hawkins, PE, CFM, Project Manager

Additional Services

CRS 2021 Verification Cycle Support

The following services are not anticipated to be completed by Halff Associates, but can be provided, if required, on time and materials basis. Halff will notify the City when said additional services are required and obtain approval for the additional scope and fee prior to proceeding.

1. CRS Repetitive Loss Area Analysis
2. CRS Natural Floodplain Functions Plan
3. CRS PPI Plan Updates
4. CRS CP Plan Updates
5. CRS WMP Plan Updates
6. CRS FMP Plan Updates
7. CRS Plan Committee Development for Activity 330, 370, or 510
8. Detailed hydrologic and hydraulic analysis of riverine or local drainage systems
9. FEMA Submittals (CLOMA, CLOMR, CLOMR-F, LOMA, LOMR, LOMR-F, Levee Accreditation)
10. Grant application and funding research
11. Civil design services
12. Surveying services
13. Landscape planning
14. CCTV inspection services
15. Environmental permitting
16. Operation and Maintenance Plan preparation
17. Emergency Action Plan preparation
18. Legal opinions
19. Coordination with USACE, any flood control district, or any other cities and agencies except as noted
20. Attendance or preparation for meetings and public hearings except as noted

CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 401592 / 02104003
Project Title: CIP CRS Recertification
Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
61041 Prof Eng Services	\$120,000	\$120,000	\$0	\$120,000	\$120,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$120,000	\$120,000	\$0	\$120,000	\$120,000



Legislation Details (With Text)

File #:	20-10740	Version:	1	Name:	Approve Sales Tax Audit Contract
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/8/2021	In control:		In control:	Management Services
On agenda:	1/19/2021	Final action:		Final action:	
Title:	Authorize contingency transfer of \$102,911 for Sales Tax Auditing Services Contract with TexasCityServices for a fee of 24% of realized recoveries; authorize any future contingency transfers as needed to fund the contract, up to \$150,000 annually				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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From

Cathy Patrick

Title

Authorize contingency transfer of \$102,911 for Sales Tax Auditing Services Contract with TexasCityServices for a fee of 24% of realized recoveries; authorize any future contingency transfers as needed to fund the contract, up to \$150,000 annually

Presenter

Cathy Patrick

Recommended Action

Approve

Analysis

The City of Grand Prairie entered into a professional services contract with TexasCityServices to conduct sales tax audits and ensure entities are properly remitting sales tax to the City. The auditor is to be compensated on a contingency basis for 24% of sales tax deposits received by the City as a result of services provided.

Per policy, City Council must approve any contingency transfers over \$50,000.

Financial Consideration

Funding for the Sales Tax Auditing Services from TexasCityServices is available in the FY 2020/2021 General Fund salary savings or contingency transfer.



Legislation Details (With Text)

File #:	20-10745	Version:	1	Name:	Rudd and Wisdom Actuary Services
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/12/2021	In control:		In control:	Human Resources
On agenda:	1/19/2021	Final action:		Final action:	
Title:	Renewal of Professional Services agreement for actuarial analysis with Rudd and Wisdom, Inc. in the annual amount of \$13,000 for a two-year term with up to four two-year renewal terms totaling \$69,020 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s).				

Sponsors:

Indexes:

Code sections:

Attachments: [Expenditure Information Form-ITEM 20-10745.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Lisa Norris

Title

Renewal of Professional Services agreement for actuarial analysis with Rudd and Wisdom, Inc. in the annual amount of \$13,000 for a two-year term with up to four two-year renewal terms totaling \$69,020 if all renewal periods are exercised and authorize the City Manager to execute any additional renewals with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s).

Presenter

Lisa Norris, Human Resources Director

Recommended Action

Approve

Analysis

The City has used Rudd and Wisdom for over a decade for property, casualty, and Worker's Comp actuarial analysis. This service qualifies as a "Professional Service" in Chapter 2254 of the Local Government Code, Professional Services Procurement Act. Therefore, selection and award of a service provider is allowed on the basis of demonstrated competence and qualifications to perform the services; and, for a fair and reasonable price.

This year's renewal will cause the cumulative amount of the current contract's renewal terms to reach \$50,000, therefore, requiring City Council approval. Years beyond the one requested tonight, may be possible so long as Rudd and Wisdom Inc. continues to demonstrate competence and qualifications to perform these services for a fair and reasonable price. Rudd and Wisdom is projected to increase every two years at a rate of 3% over the prior contract, so that is factored into each year following the period of October 2020-September 2022 contract

as shown below.

<u>Contract Term</u>	<u>Expenditure</u>	<u>Requested</u>
Oct14'-Sep16'	\$12,000.00	
Oct16'-Sep18'	\$12,000.00	
Oct18'-Sep20'	\$13,000.00	
Previously Spent	\$37,000.00	
Oct20'-Sep22'	\$13,000.00*	(\$50,000 cumulative total requiring council approval)
Oct22'-Sep24'	\$13,390.00	3% increase
Oct24'-Sep26'	\$13,792.00	3% increase
Oct26'-Sep28'	\$14,206.00	3% increase
Oct28'-Sep30'	\$14,632.00	3% increase
<u>Requested:</u>	<u>\$69,020.00</u>	
<u>Grand Total</u>	<u>\$106,020.00</u>	<u>if all renewals are extended</u>

*City Council Approval is required for the current renewal term since the cumulative expenditure of this amount will equal \$50,000.

Financial Consideration

Funding is available in the FY 2020/2021 Risk Fund (212010-61485) and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Risk Fund

AGENCY: Human Resources

ACCOUNTING UNIT: 212010-61485

AVAILABLE: 61485, Misc. Services – Available: \$52,432

STAFF CONTACT: Lisa Norris

VENDOR NUMBER: 3627

VENDOR NAME: Rudd & Wisdom, Inc.

CONTINGENCY: _____



Legislation Details (With Text)

File #:	20-10738	Version:	1	Name:	2021 CO Sale 2019 Tax Exempt CO
Type:	Ordinance	Status:			Consent Agenda
File created:	1/7/2021	In control:			Finance
On agenda:	1/19/2021	Final action:			
Title:	Discussion and consideration of all matters incident and related to the issuance and sale of "City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation and delegating certain matters to an authorized official of the City.				

Sponsors:

Indexes:

Code sections:

Attachments: [GRAND PRAIRIE CO 2021 - Ordinance - parameters.pdf](#)

Date	Ver.	Action By	Action	Result
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From

Brady Olsen, Treasury and Debt Manager

Title

Discussion and consideration of all matters incident and related to the issuance and sale of "City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021", including the adoption of an ordinance authorizing the issuance of such certificates of obligation and delegating certain matters to an authorized official of the City.

Presenter

Brady Olsen, Treasury and Debt Manager

Recommended Action

Approve

Analysis

On November, 17th, Council was presented with a plan of finance for the standard Capital Improvement Projects (CIP) for the coming year. Council then approved a notice of intent for the issuance. The bond proceeds will be used to fund firefighting, library, and municipal facilities; streets; IT systems; and the turnback project. The bonds will be issued in a parameters ordinance to allow for greater flexibility in a potentially volatile marketplace. Our initial plan is to sell on the 21st if the market warrants. The Finance and Government Committee was briefed on the 5th and recommended approval.

Financial Consideration

The debt obligations are being funded in a competitive sale. Funding for the debt payment is included in the GO Debt Service Fund. The City's Bond Counsel, Norton Rose Fulbright, will bring the final bond ordinance

to the City Council meeting.

Body

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS,

ORDINANCE NO. ____-2020

AN ORDINANCE authorizing the issuance of "CITY OF GRAND PRAIRIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of said certificates to an authorized City official; and providing an effective date.

WHEREAS, the City Council of the City of Grand Prairie, Texas, has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed \$28,000,000 for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) acquiring, constructing, improving and equipping fire-fighting facilities and library facilities, (ii) constructing, improving and equipping existing municipal facilities, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith; and

WHEREAS, a "Notice of Intention to Issue City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation" was (a) duly published in the *Fort Worth Star-Telegram*, a newspaper hereby found and determined to be of general circulation in the City of Grand Prairie, Texas, on November 27, 2020 and December 4, 2020, the date of the first publication of such notice being not less than forty-six (46) days prior to the date of the passage and adoption of this Ordinance and (b) duly published continuously on the City's website for at least forty-five (45) days before the date of the passage of this Ordinance; and

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

WHEREAS, the City Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided; and

WHEREAS, the City Council by this Ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1: Authorization – Designation – Principal Amount – Purpose.

Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title "CITY OF GRAND PRAIRIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) acquiring, constructing, improving and equipping fire-fighting facilities and library facilities, (ii) constructing, improving and equipping existing municipal facilities, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, the City Manager or Chief Financial Officer of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 32 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Certificates shall not exceed \$28,000,000;

- (ii) the maximum true interest cost for the Certificates shall not exceed 3.00%; and
- (iii) the maximum maturity date of the Certificates shall not exceed February 15, 2041.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within one (1) year of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Certificates shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary or the Pricing Officer are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

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

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

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

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

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

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

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

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall

be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

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

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

SECTION 8: Initial Certificate. The Certificates herein authorized shall be initially issued as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Certificate") and the Initial Certificate shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as

may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate, shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) **Form of Definitive Certificate.**

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GRAND PRAIRIE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date:
_____, 2021

Interest Rate:
_____ %

Stated Maturity:
_____ 15, ____

CUSIP No.:

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Grand Prairie (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Dallas, Ellis and Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, 20____, until maturity or prior redemption of this Certificate. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner

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

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF GRAND PRAIRIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for authorized needs and purposes, to wit: (i) acquiring, constructing, improving and equipping fire-fighting facilities and library facilities, (ii) constructing, improving and equipping existing municipal facilities, (iii) constructing street improvements, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage, traffic signalization and street noise abatement incidental thereto and the acquisition of land and rights-of-way therefor and (iv) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

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

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

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations

provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of \$2,500 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Bonds" (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Bonds while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent.

When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

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

It is hereby certified, recited, represented and covenanted that the City is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF GRAND PRAIRIE, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

City Secretary

(CITY SEAL)

(c) **Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.**

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

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

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

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar located in _____, _____ is the Designated Payment/Transfer Office for this Certificate.

_____ BANK,
_____, Texas,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

(e) **Form of Assignment.**

ASSIGNMENT

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

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

DATED: _____

Signature guaranteed:

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

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

REGISTERED:
NO. T-1

REGISTERED:
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GRAND PRAIRIE, TEXAS,
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2021

Certificate Date: _____, 2021

Registered Owner:

Principal Amount: _____ DOLLARS

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

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>
-------------	---------------------------------------	------------------------------

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid Principal Amount from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the _____) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____ 1, 20____, until maturity or prior redemption of this Certificate. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

- (a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Certificates.
- (b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.
- (c) The term "Certificates" shall mean the "City of Grand Prairie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021" authorized by this Ordinance.

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

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year unless otherwise designated by the City.

(f) The term "Net Revenues" shall mean all income, revenues and receipts of every nature derived from and received by virtue of the operation of the System (including interest income and earnings received from the investment of moneys in the special funds or accounts created by this ordinance or ordinances authorizing the issuance of additional bonds), after deducting and paying, and making provision for the payment of, current expenses of maintenance and operation thereof, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such expenses for repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair any obligations payable from Net Revenues of the System shall be deducted in determining "Net Revenues." Contractual payments for the purchase of water or the treatment of sewage shall be maintenance and operating expenses of the System to the extent provided in the contract incurred therefor and as may be authorized by statute. Depreciation shall never be considered as an expense of operation and maintenance.

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

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

(2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(h) The term "Prior Lien Bonds" shall mean all bonds or other similar obligations now outstanding and hereafter issued that are payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right and claim to the lien on and pledge of the Net Revenues securing the payment of the Certificates, including but not limited to, the unpaid bonds or other obligations of the following issues or series:

(1) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2010, dated July 1, 2010;

(2) City of Grand Prairie, Texas, Water and Wastewater System Revenue Refunding Bonds, New Series 2011, dated February 1, 2011;

(3) City of Grand Prairie, Texas, Water and Wastewater System Revenue Refunding Bonds, New Series 2013, dated April 1, 2013;

(4) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2014, dated April 1, 2014;

(5) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2015, dated November 1, 2015;

(6) City of Grand Prairie, Texas, Water and Wastewater System Revenue Refunding and Improvement Bonds, New Series 2016, dated November 1, 2016;

(7) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2017, dated April 1, 2017;

(8) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2017A, dated October 15, 2017;

(9) City of Grand Prairie, Texas, Water and Wastewater System Revenue Bonds, New Series 2019, dated July 1, 2019; and

(10) City of Grand Prairie, Texas, Water and Wastewater System Revenue Refunding Bonds, New Series 2020, dated April 15, 2020;

and (i) all bonds hereafter issued to refund any part of the aforesaid bonds or other obligations listed in this definition if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System and (ii) any obligations hereafter issued on a parity (insofar as the revenues of the System are concerned) with such Prior Lien Bond or refunding bonds issued to refund such obligations if the same are made payable from and secured by a lien on and pledge of the Net Revenues of the System.

(i) The term "System" shall mean the City's existing combined water and wastewater systems, including all properties (real, personal or mixed and tangible or intangible) owned, operated, maintained and vested in the City for the supply, treatment and distribution of treated water for domestic, commercial, industrial and other uses, and the collection and treatment of water carried wastes, and future additions, extensions, replacements and improvements thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the City to be designated "SPECIAL 2021 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the City's depository. The Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer or City Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the

Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

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

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Bonds, the Net Revenues of the System, within the limitation of a total amount of \$2,500, are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$2,500 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$2,500, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended.

Texas Government Code, Section 1208, as amended, applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: Revenue Fund. The City hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the City, and all such revenues shall be deposited as collected into the "City of Grand Prairie, Texas, Water and Wastewater System Revenue Fund" (heretofore created and established in connection with the issuance of outstanding Prior Lien Bonds and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses as defined herein or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment of all amounts required to be deposited in the special funds created and established for the payment, security and benefit of Prior Lien Bonds in accordance with the terms and provisions of any ordinance authorizing the issuance of Prior Lien Bonds.

Third: To the payment, equally and ratably, of the limited amounts required to be deposited in the special funds and accounts created and established

for the payment of the debt service requirements of the Certificates and Additional Certificates.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System (\$2,500), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Prior Lien Bonds and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Bonds and Additional Certificates. The City hereby expressly reserves the right to hereafter issue Prior Lien Bonds, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, and also reserves the right to issue Additional Certificates which, together with the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Application of Prior Lien Bonds Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the

operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Bonds, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Bonds, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Bonds. Notwithstanding the above, any change or modification affecting the application of revenues derived from the operation of the System shall not impair the obligation of contract with respect to the pledge of revenues herein made for the payment and security for the Certificates.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer and City Secretary 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 on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 21: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 22: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the

Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

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

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

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) **No Private Loan.** Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) **Not to Invest at Higher Yield.** Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

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

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

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

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

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

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

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

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

(j) **Elections.** The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Chief Financial Officer, either or any combination of them to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) **Qualified Tax-Exempt Obligations.** The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as “qualified tax-exempt obligations” in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not “private activity bonds” as defined in the Code and confirm the amount of “tax-exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section (“Defeased Certificates”) when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Certificates that is made in conjunction with the payment arrangements specified in (i) or (ii) above in this paragraph shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the City: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the registered owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

Unless otherwise modified by the Pricing Officer, the term "Government Securities" as used herein, means (a) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (d) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains

Outstanding except as permitted in this Section and Section 32 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates and Additional Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates – Official Statement. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;
2. The details of any public offering of the Certificates by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City’s Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Certificates, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Certificates;
7. The Purchasers’ obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 28: Proceeds of Sale. The proceeds of sale of the Certificates excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a fund maintained at a City depository bank (the "Construction Fund"). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest, if any, received from the Purchasers as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 29: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer and City Secretary individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the initial purchasers.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with The Depository Trust Company or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-

only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

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

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

“*MSRB*” means the Municipal Securities Rulemaking Board.

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

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

(b) **Annual Reports.**

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve months after the end of each fiscal year, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available by the required time, the City will file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

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

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

(c) **Notice of Certain Events.**

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

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

For these purposes, (a) any event described in the immediately preceding item (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items (15) and (16) to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

(d) **Filings with the MSRB.**

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

(e) **Limitations, Disclaimers, and Amendments.**

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

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

SECTION 33: Municipal Bond Insurance. The Certificates may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Certificates and make the determination of the provisions of any commitment therefor.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 35: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

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

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page intentionally left blank]

PASSED AND APPROVED, this the 19th day of January, 2021.

CITY OF GRAND PRAIRIE, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT



Legislation Details (With Text)

File #:	20-10741	Version:	1	Name:	Ordinance to convey required utility easement and right of way to Oncor Electric for 2940, 2960 and 2980 Esplanade in the EPIC Central Ph III Addition
Type:	Ordinance	Status:			Consent Agenda
File created:	1/8/2021	In control:			Engineering
On agenda:	1/19/2021	Final action:			
Title:	Ordinance to convey required utility easement and right of way to Oncor Electric Delivery Company LLC for 2940, 2960 and 2980 Esplanade in the EPIC Central Phase III Addition				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	EXHIBIT A PROPERTY DESCRIPTION.pdf				

Date	Ver.	Action By	Action	Result
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. From

Dwayne Tyner

Title

Ordinance to convey required utility easement and right of way to Oncor Electric Delivery Company LLC for 2940, 2960 and 2980 Esplanade in the EPIC Central Phase III Addition

Presenter

Gabe Johnson, Director of Public Works

Recommended Action

Approve

Analysis

Oncor Electric Delivery Company LLC requires an easement dedicated to their exclusive use for the new EPIC Central Phase III Addition (See attached Exhibit "A" for easement description)

Financial Consideration

None

Body

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CONVEYANCE OF AN EXCLUSIVE PERMANENT EASEMENT AND RIGHT OF WAY TO ONCOR ELECTRIC DELIVERY COMPANY LLC FOR 0.7968 ACRE OF LAND REQUIRED FOR THE INSTALLATION OF NEW ONCOR ELECTRIC FACILITIES AT 2940, 2960 AND 2980 ESPLANADE FOR EPIC CENTRAL PHASE III ADDITION; AUTHORIZING THE CITY MANAGER OR HIS DELEGATE TO ENTER INTO AND SIGN ANY REQUIRED DOCUMENTS TO COMPLETE THE EASEMENT CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Oncor Electric Delivery Company, LLC, a Delaware limited liability company, requires the City convey an exclusive electric utility easement; and

WHEREAS, said easement is required to install new Oncor Electric facilities at 2940, 2960 and 2980 Esplanade for Epic Central Phase III located in Dallas County in the D.R. Cameron Survey, Abstract No. 295 (see attached **Exhibit "A"** for description of easement); and

WHEREAS, the City Council of the City of Grand Prairie desires to convey the utility easement and right of way to Oncor Electric Delivery Company, LLC, a Delaware limited liability company;

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

SECTION 1: That the City of Grand Prairie hereby concurs in the and authorizes the conveyance of an easement containing 0.7968 (or 34,710 s.f.) acre of land, located in the City of Grand Prairie, Dallas County, Texas, to Oncor Electric Delivery Company, LLC, a Delaware limited liability company.

SECTION 2: That the City of Grand Prairie does hereby consent to the easement conveyance of said this property.

SECTION 3: That the City Manager or his delegate is hereby authorized to sign any and all required documents related to the easement conveyance to Oncor Electric Delivery Company, LLC.

SECTION 4: That this ORDINANCE shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
ON THIS THE 19TH DAY OF JANUARY 2021.**

EXHIBIT "A"

**ONCOR ELECTRIC COMPANY LLC EASEMENT
in the
CITY OF GRAND PRAIRIE TRACT
SITUATED IN THE D. R. CAMERON SURVEY, ABSTRACT NO. 295
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS**

BEING a tract of land situated in the D. R. Cameron Survey, Abstract No. 295 in Dallas County, Texas, and being part of Lot 2R, Block 3, and Lot 3R, Block 2, of Epic Central Phase III, Lot 3R, Block 2, Lot 1, Block 3, Lot 2R, Block 3, and Lot 1R, Block 4 Addition, an addition to the City of Grand Prairie as recorded in County Clerk's Document No. (TO BE RECORDED), Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being a part of that called 172.155 acre tract of land described in Special Warranty Deed to the City of Grand Prairie as recorded in Volume 2000032, Page 1474 in the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the most easterly northeast corner of Lot 1, Block 3, of said Epic Central Phase III addition, said point being the southeast end of a corner clip located at the intersection of the south line of Arkansas Lane (a variable width right-of-way) with the west line of State Highway 161 (a variable width right-of-way as dedicated by Special Warranty Deed to the State of Texas as recorded in Volume 2001002, Page 3397, D.R.D.C.T.);

THENCE South 00 degrees 47 minutes 27 seconds East, along said west line of State Highway 161, a distance of 507.26 feet to a point; to the southeast corner of said Lot 1, said point also being the northeast corner of said Lot 2R, Block 3;

THENCE South 90 degrees 00 minutes 00 seconds West, along the common south line of said Lot 1 and north line of said Lot 2R, a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE departing said common line, and over and across said Lot 2R, Block 3 and Lot 3R, Block 2 the following calls:

- South 00 degrees 47 minutes 26 seconds East a distance of 3.48 feet to a point;
- South 42 degrees 16 minutes 56 seconds West a distance of 39.22 feet to a point;
- South 90 degrees 00 minutes 00 seconds West a distance of 175.52 feet to a point;
- South 18 degrees 30 minutes 50 seconds West a distance of 114.73 feet to a point;
- South 00 degrees 37 minutes 23 seconds West a distance of 116.31 feet to a point;
- South 49 degrees 38 minutes 48 seconds West a distance of 309.92 feet to a point;
- South 40 degrees 20 minutes 50 seconds East a distance of 18.81 feet to a point;
- South 49 degrees 39 minutes 10 seconds West a distance of 20.00 feet to a point;
- North 40 degrees 20 minutes 50 seconds West a distance of 18.80 feet to a point;

EXHIBIT "A"

**ONCOR ELECTRIC COMPANY LLC EASEMENT
in the**

CITY OF GRAND PRAIRIE TRACT

SITUATED IN THE D. R. CAMERON SURVEY, ABSTRACT NO. 295

CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

South 49 degrees 38 minutes 48 seconds West a distance of 20.33 feet to a point;
South 10 degrees 38 minutes 03 seconds East a distance of 50.28 feet to a point;
South 15 degrees 08 minutes 04 seconds West a distance of 200.28 feet to a point;
South 04 degrees 20 minutes 14 seconds West a distance of 43.89 feet to a point;
South 70 degrees 41 minutes 10 seconds East a distance of 23.07 feet to a point;
North 64 degrees 18 minutes 50 seconds East a distance of 18.32 feet to a point;
South 87 degrees 50 minutes 08 seconds East a distance of 154.42 feet to a point;
South 35 degrees 38 minutes 21 seconds East a distance of 78.89 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 288.95 feet to a point;
North 00 degrees 00 minutes 00 seconds East a distance of 13.88 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 3.07 feet to a point;
North 00 degrees 00 minutes 00 seconds East a distance of 132.43 feet to a point;
South 90 degrees 00 minutes 00 seconds West a distance of 2.50 feet to a point;
North 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 2.50 feet to a point;
North 00 degrees 00 minutes 00 seconds East a distance of 141.57 feet to a point;
North 45 degrees 00 minutes 00 seconds West a distance of 4.92 feet to a point;
South 90 degrees 00 minutes 00 seconds West a distance of 17.13 feet to a point;
North 00 degrees 00 minutes 00 seconds East a distance of 38.25 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 25.28 feet to a point;
North 83 degrees 13 minutes 15 seconds East a distance of 12.38 feet to a point;
North 00 degrees 47 minutes 26 seconds West a distance of 3.71 feet to a point;
South 45 degrees 47 minutes 28 seconds East a distance of 16.96 feet to a point;

EXHIBIT "A"

**ONCOR ELECTRIC COMPANY LLC EASEMENT
in the**

CITY OF GRAND PRAIRIE TRACT

SITUATED IN THE D. R. CAMERON SURVEY, ABSTRACT NO. 295

CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

South 00 degrees 47 minutes 28 seconds East a distance of 17.05 feet to a point;
North 83 degrees 13 minutes 15 seconds West a distance of 14.41 feet to a point;
South 00 degrees 00 minutes 00 seconds West a distance of 161.30 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 2.50 feet to a point;
South 00 degrees 00 minutes 00 seconds West a distance of 20.00 feet to a point;
South 90 degrees 00 minutes 00 seconds West a distance of 2.50 feet to a point;
South 00 degrees 00 minutes 00 seconds West a distance of 132.43 feet to a point;
North 90 degrees 00 minutes 00 seconds East a distance of 2.00 feet to a point;
South 00 degrees 12 minutes 11 seconds West a distance of 20.00 feet to a point;
South 90 degrees 00 minutes 00 seconds West a distance of 1.93 feet to a point;
South 00 degrees 00 minutes 00 seconds West a distance of 8.88 feet to a point;
South 90 degrees 00 minutes 00 seconds West a distance of 314.72 feet to a point;
North 35 degrees 38 minutes 21 seconds West a distance of 79.25 feet to a point;
North 87 degrees 50 minutes 08 seconds West a distance of 143.35 feet to a point;
South 64 degrees 18 minutes 50 seconds West a distance of 24.35 feet to a point;
North 70 degrees 41 minutes 10 seconds West a distance of 8.11 feet to a point;
South 19 degrees 18 minutes 50 seconds West a distance of 2.50 feet to a point;
North 70 degrees 41 minutes 10 seconds West a distance of 20.00 feet to a point;
North 19 degrees 18 minutes 50 seconds East a distance of 2.50 feet to a point;
North 70 degrees 41 minutes 10 seconds West a distance of 9.52 feet to a point;
North 04 degrees 20 minutes 14 seconds East a distance of 59.41 feet to a point;
North 15 degrees 08 minutes 04 seconds East a distance of 198.26 feet to a point;
North 10 degrees 38 minutes 03 seconds West a distance of 55.56 feet to a point;

EXHIBIT "A"

**ONCOR ELECTRIC COMPANY LLC EASEMENT
in the
CITY OF GRAND PRAIRIE TRACT
SITUATED IN THE D. R. CAMERON SURVEY, ABSTRACT NO. 295
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS**

North 49 degrees 38 minutes 48 seconds East a distance of 352.12 feet to a point;

North 00 degrees 37 minutes 23 seconds East a distance of 111.84 feet to a point;

North 18 degrees 30 minutes 50 seconds East a distance of 112.06 feet to a point;

South 90 degrees 00 minutes 00 seconds West a distance of 64.68 feet to a point;

South 51 degrees 37 minutes 53 seconds West a distance of 33.07 feet to a point;

South 00 degrees 00 minutes 00 seconds West a distance of 3.96 feet to a point;

South 90 degrees 00 minutes 00 seconds West a distance of 20.00 feet to a point;

North 00 degrees 00 minutes 00 seconds East a distance of 34.50 feet to a point;

North 90 degrees 00 minutes 00 seconds East a distance of 20.00 feet to a point;

South 00 degrees 00 minutes 00 seconds West a distance of 1.00 foot to a point;

North 75 degrees 00 minutes 00 seconds East a distance of 23.12 feet to a point;

North 90 degrees 00 minutes 00 seconds East a distance of 252.98 feet to a point;

North 42 degrees 16 minutes 56 seconds East a distance of 23.65 feet to a point in the common line of said Lot 1 and said Lot 2R;

THENCE North 90 degrees 00 minutes 00 seconds East, along said common line, a distance of 17.06 feet to the POINT OF BEGINNING AND CONTAINING 34,710 square feet or 0.7968 acres of land, more or less.

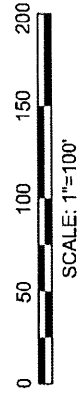
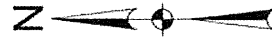
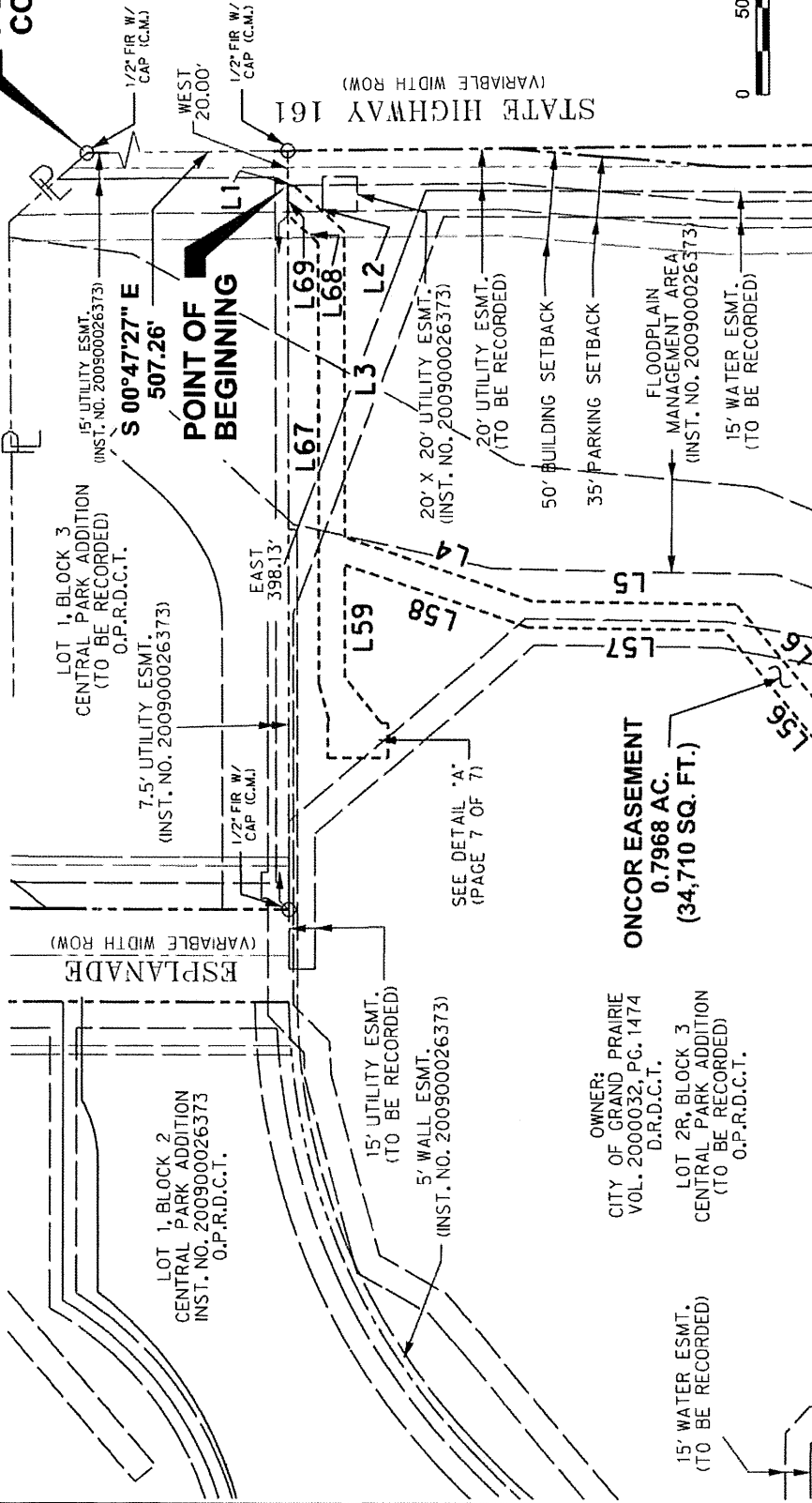
The basis of bearing is the plat of Epic Central III, Lot 3R, Block 2, Lot 1, Block 3, Lot 2R, Block 3, and Lot 1R, Block 4, an addition to the City of Grand Prairie, Texas as recorded in (TO BE RECORDED) O.P.R.D.C.T.

This metes and bounds description was prepared with an exhibit of even date.

ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPELS FIRM NO. 10029600

ARKANSAS LANE
(VARIABLE WIDTH ROW)

POINT OF
COMMENCING



MATCHLINE (SEE PAGE 6 OF 7)

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Release date: 01/07/2021
Andrew J. Shafer
RPLS 5017
FOR REVIEW & COMMENT

EXHIBIT A
ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT
0.7968 ACRE TRACT (34,710 SQ. FT.)
SITUATED IN THE
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS



PREPARED BY
TPELS FIRM NO. 10026600
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-6200 AVO: 34658 JANUARY 2021

NOTES:

THE BASIS OF BEARING IS THE PLAT OF EPIC CENTRAL PHASE III, LOT 3R, BLOCK 2, LOT 1, BLOCK 3, LOT 2R, BLOCK 3 AND LOT 1R, BLOCK 4, AN ADDITION TO THE CITY OF GRAND PRAIRIE, TEXAS AS RECORDED IN (TO BE RECORDED) O.P.R.D.C.T.

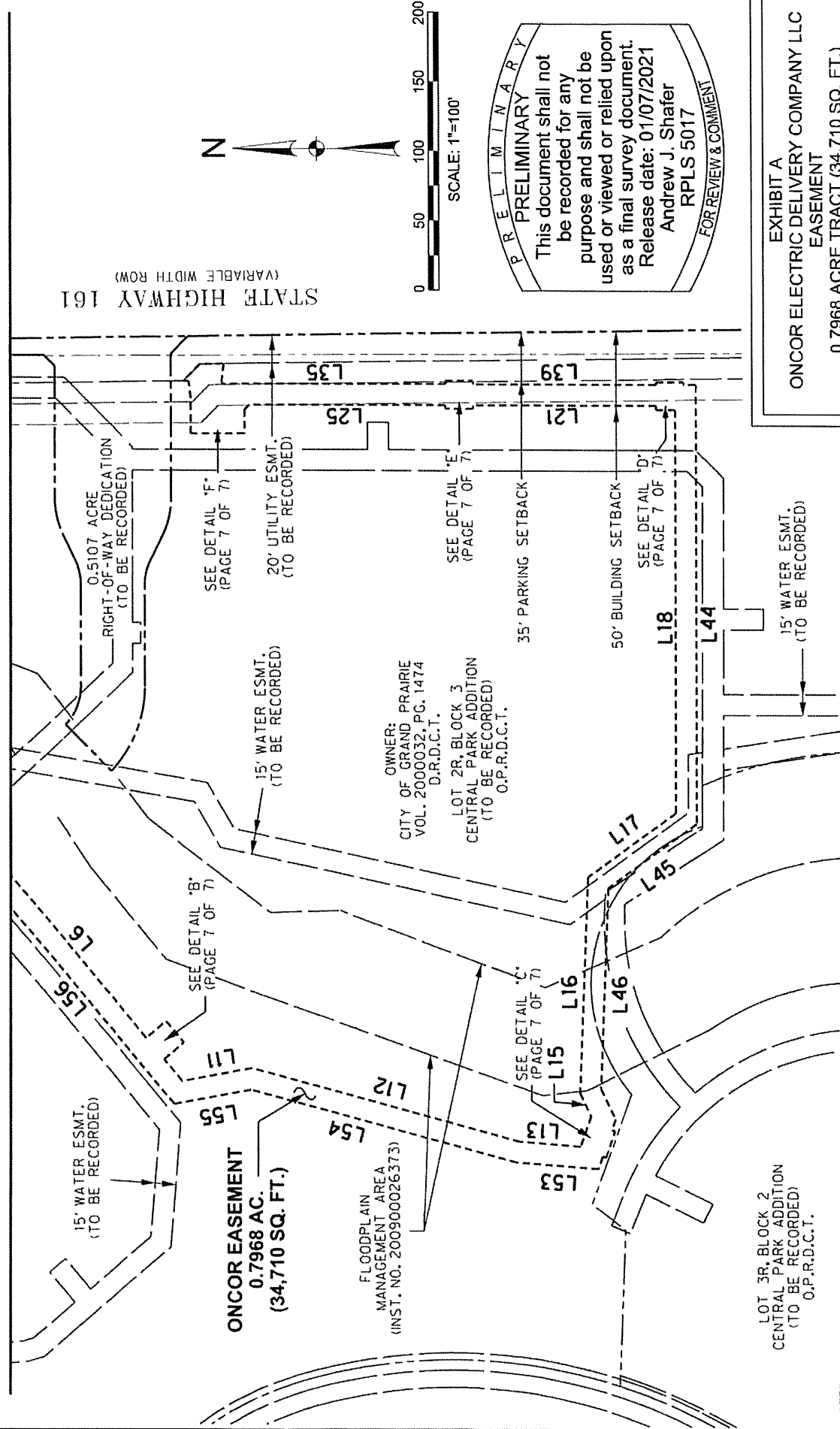
A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

LEGEND

- 1/2-INCH FOUND IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" (UNLESS NOTED)
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- R.O.W. RIGHT-OF-WAY
- O.P.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS

MATCHLINE (SEE PAGE 5 OF 7)



NOTES:

THE BASIS OF BEARING IS THE PLAT OF EPIC CENTRAL PHASE III, LOT 3R, BLOCK 2, LOT 1, BLOCK 3, LOT 2R, BLOCK 3 AND LOT 1R, BLOCK 3, ADDITION TO THE CITY OF GRAND PRAIRIE, TEXAS AS RECORDED IN (TO BE RECORDED) O.P.R.D.C.T.

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

LEGEND

○ 1/2-INCH FOUND IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" (UNLESS NOTED)

— VOLUME, PAGE

— INSTRUMENT NUMBER

— CONTROLLING MONUMENT

— RIGHT-OF-WAY

— DEED RECORDS OF DALLAS COUNTY, TEXAS

— OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS

— O.P.R.D.C.T.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Release date: 01/07/2021

Andrew J. Shafer
RPLS 5017

FOR REVIEW & COMMENT

EXHIBIT A

ONCOR ELECTRIC DELIVERY COMPANY LLC

EASEMENT

0.7968 ACRE TRACT (34,710 SQ. FT.)

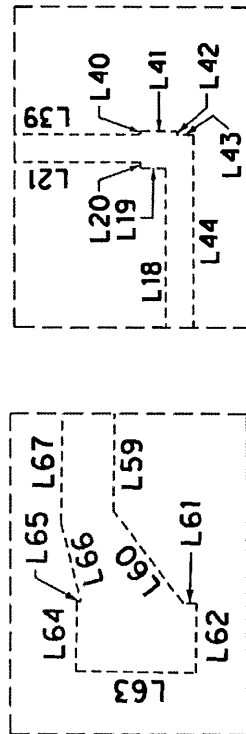
SITUATED IN THE
D. R. CAMERON SURVEY, ABSTRACT NUMBER 295
CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS

PREPARED BY

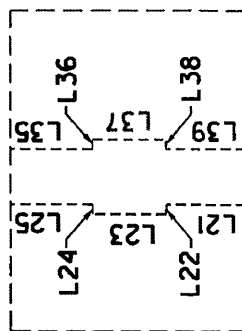
HALFF

TBPELS FIRM NO. 10025600
HALFF ASSOCIATES, INC. - ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-8200 AVO: 34658 JANUARY, 2021

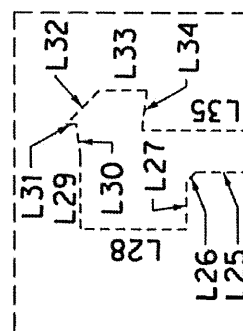
Line	Direction	Distance
L1	S 00° 47' 26" E	3.48
L2	S 42° 16' 56" W	39.22
L3	S 90° 00' 00" W	175.52
L4	S 18° 30' 50" W	114.73
L5	S 00° 37' 23" W	116.31
L6	S 49° 38' 48" W	309.92
L7	S 40° 20' 50" E	18.81
L8	S 49° 38' 10" W	20.00
L9	N 40° 20' 50" W	18.80
L10	S 49° 38' 48" W	20.33
L11	S 10° 38' 03" E	50.28
L12	S 15° 08' 04" W	200.28
L13	S 04° 20' 14" W	43.89
L14	S 70° 41' 10" E	23.07
L15	N 64° 18' 50" E	18.32
L16	S 87° 50' 08" E	154.42
L17	S 35° 38' 21" E	18.89
L18	N 90° 00' 00" E	288.95
L19	N 00° 00' 00" E	13.88
L20	N 90° 00' 00" E	3.07
L21	N 00° 00' 00" E	132.43
L22	S 90° 00' 00" W	2.50
L23	N 00° 00' 00" E	20.00
L24	N 90° 00' 00" E	2.50
L25	N 00° 00' 00" E	141.57
L26	N 45° 00' 00" W	4.92
L27	S 90° 00' 00" W	17.13
L28	N 00° 00' 00" E	38.25
L29	N 90° 00' 00" E	25.28
L30	N 83° 13' 15" E	12.38
L31	N 00° 47' 28" W	3.71
L32	S 45° 47' 28" E	16.96
L33	S 00° 47' 28" E	17.05
L34	N 83° 13' 15" W	14.41
L35	S 00° 00' 00" W	161.30
L36	N 90° 00' 00" E	2.50
L37	S 00° 00' 00" W	20.00
L38	S 90° 00' 00" W	2.50
L39	S 00° 00' 00" W	132.43
L40	N 90° 00' 00" E	2.00
L41	S 00° 12' 11" W	20.00
L42	S 90° 00' 00" W	1.93
L43	S 00° 00' 00" W	8.88
L44	S 90° 00' 00" W	314.72
L45	N 35° 38' 21" W	79.25
L46	N 87° 50' 08" W	143.35
L47	S 64° 18' 50" W	24.35
L48	N 70° 41' 10" W	6.11
L49	S 19° 18' 50" W	2.50
L50	N 70° 41' 10" W	20.00
L51	N 19° 18' 50" E	2.50
L52	N 70° 41' 10" W	9.52
L53	N 04° 20' 14" E	59.41
L54	N 15° 08' 04" E	198.26
L55	N 10° 38' 03" W	55.56
L56	N 49° 38' 48" E	352.12
L57	N 00° 37' 23" E	111.84
L58	N 18° 30' 50" E	112.06
L59	S 90° 00' 00" W	64.68
L60	S 51° 37' 53" W	33.07
L61	S 00° 00' 00" W	3.96
L62	S 90° 00' 00" W	20.00
L63	N 00° 00' 00" E	34.50
L64	N 90° 00' 00" E	20.00
L65	S 00° 00' 00" W	1.00
L66	N 75° 00' 00" E	23.12
L67	N 90° 00' 00" E	252.98
L68	N 42° 16' 56" E	23.65
L69	N 90° 00' 00" E	17.06



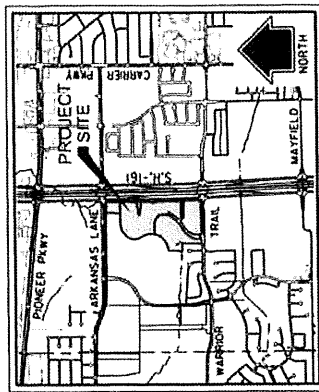
DETAIL "A"
(NOT TO SCALE)



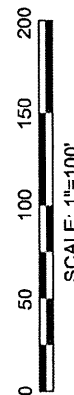
DETAIL "B"
(NOT TO SCALE)



DETAIL "C"
(NOT TO SCALE)



VICINITY MAP
(NOT TO SCALE)



SCALE: 1"=100'

P R E L I M I N A R Y

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Release date: 01/07/2021

Andrew J. Shafer
RPLS 5017

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PREPARED BY



TBPELS FIRM NO. 10026600

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS

1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275

SCALE: 1"=100' (21-4346-6200 AVO: 34658 JANUARY, 2021



Legislation Details (With Text)

File #:	20-10742	Version:	1	Name:	FY2020 UASI Homeland Security Grant
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	1/11/2021	In control:		In control:	Fire
On agenda:	1/19/2021	Final action:		Final action:	
Title:	Resolution amending and replacing Resolution 5143-2020 for the ratification of the application of the FY2020 Urban Area Security Initiative (UASI) Grant of approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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From

Daniel Ringhauser, Asst. Emergency Management Coordinator

Title

Resolution amending and replacing Resolution 5143-2020 for the ratification of the application of the FY2020 Urban Area Security Initiative (UASI) Grant of approximately \$164,243; authorize the City Manager to accept the grant by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division

Presenter

Daniel Ringhauser, Asst. Emergency Management Coordinator

Recommended Action

Approve

Analysis

The Office of Emergency Management (OEM) is seeking ratification of the FY2020 Urban Area Security Initiative (UASI) Grant application; authorize the City Manager to accept funding by signing the Sub-Recipient Agreement and other grant related documents from the Office of the Governor-Homeland Security Grants Division. The grant amount for FY20 is \$164,243. These funds will be managed by the OEM and allocated by project to both the Fire Department and the Police Department to provide and/or enhance emergency response equipment and planning.

HAZMAT Enhancement Capabilities for the Grand Prairie Fire Department. Grant #4125601:

This project will provide the City of Grand Prairie an unprecedented ability to analyze hazardous gasses from a same distance. The GT5000 Terra represents a next-generation gas analyzer combining high technology with ease of use and real robustness. The analyzer allows for simultaneous gas measurements while on the go. With

this equipment, the HAZMAT team will have the ability to determine and monitor standard confined space readings such as oxygen percentage, atmosphere flammability, Lower Explosive Limits (LEL), carbon monoxide levels, hydrogen sulfide, along with 5500 other chemicals in its library.

Police Capability Enhancement for the Grand Prairie Police Department. Grant #4125501:

This project will address identified gaps in the on-scene security, protection, and law enforcement target capability by enhancing existing resource capabilities for Variable Message Signs, or Dynamic Message Boards (DMBs). Four (4) DMBs will be added to the existing city capabilities and for mutual aid for the north central Texas region. This equipment was identified by the UASI planning group for Grand Prairie as a critical need before, during, and after a possible terrorism incident requiring the closure of multiple roadways and use of public information to secure and stabilize incident area. In addition, these signs will be used at special events to enhance security and traffic flow.

Financial Consideration

The City of Grand Prairie is committed to providing applicable matching funds. However, the Homeland Security Grant Program through UASI does not require any. As a result, there is no cash match requirement for this funding source. In the event of loss or misuse of grant funds, the city will return all funds to the Office of the Governor (OOG).

Body

RESOLUTION AMENDING AND REPLACING RESOLUTION 5143-2020 FOR THE RATIFICATION OF APPLICATION OF THE FY2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT; AUTHORIZE THE CITY MANAGER TO ACCEPT FUNDING BY SIGNING THE SUB-RECIPIENT AGREEMENT AND OTHER GRANT RELATED DOCUMENTS FROM THE OFFICE OF THE GOVERNOR-HOMELAND SECURITY GRANTS DIVISION

WHEREAS, the City of Grand Prairie has been awarded the FY2020 Urban Area Security Initiative (UASI) Grant;

WHEREAS, the City will provide a cash match of \$0 to the Office of the Governor-Homeland Security Grant Division, in which the Homeland Security Grant Program through UASI does not require any;

WHEREAS, in the event of loss or misuse of grant funds, the city will return all funds to the Office of the Governor (OOG);

WHEREAS, this grant award would allow the City of Grand Prairie to accept this grant and purchase needed equipment during the grant performance period from October 1, 2020 through September 30, 2021;

WHEREAS, this resolution is amending and replacing Resolution 5143-2020 in its entirety;

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

SECTION 1. The City Manager or designee is hereby authorized to apply for and accept the FY2020 Urban Area Security Initiative Grant Award including the 2020 UASI-Grand Prairie-Police Capability Enhancement #4125501, the 2020 UASI City of Grand Prairie Hazmat Enhancement Capabilities #4125601 and other grant related documents with the grant performance period from October 1, 2020 through September 30, 2021.

SECTION 2. This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
ON**