

ORDINANCE _____ - __-2023

**ORDINANCE AUTHORIZING ISSUANCE OF TAX NOTES OF THE CITY
OF FORT WORTH, TEXAS IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000;
APPROVING THE SALE OF THE NOTES; ESTABLISHING PARAMETERS WITH
RESPECT TO THE SALE OF THE NOTES; DELEGATING TO DESIGNATED CITY
OFFICIALS THE AUTHORITY TO EFFECT THE SALE OF THE NOTES; ENACTING
OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN
IMMEDIATE EFFECTIVE DATE**

THE STATE OF TEXAS :
COUNTIES OF TARRANT, DENTON, WISE, PARKER AND JOHNSON :
CITY OF FORT WORTH :

WHEREAS, the Issuer (such term and other capitalized terms used in this Ordinance being as defined in **Exhibit A** attached hereto), is a home-rule municipality having a total population of at least 80,000 according to the last preceding federal census, and was organized, created and established pursuant to the Constitution and laws of the State of Texas; and

WHEREAS, the City Council is authorized pursuant to Chapter 1431 to issue notes for specified purposes, including, without limitation, to pay a contractual obligation incurred or to be incurred for the construction of a public work and the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for an issuer's authorized needs and purposes; and

WHEREAS, the City Council deems it in the best interest of the Issuer to issue the Notes, pursuant to Chapter 1431, for the purposes hereinafter stated, and to secure the payment of the Notes from a pledge of the ad valorem taxes assessed and collected by the City; and

WHEREAS, because of fluctuating conditions in the municipal bond market, the City Council delegates to the City Manager and the Chief Financial Officer/Director of Financial Management Services of the City, individually, but not collectively (each, a "Pricing Officer"), the authority to effect the sale of the Notes, subject to the parameters described in this Ordinance.; and

WHEREAS, in accordance with the provisions of Section 1431.003, Texas Government Code, the City may exercise the authority granted to the governing body of an issuer with regard to the issuance of obligations under Chapter 1371, Texas Government Code ("Chapter 1371").

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

Section 1. **RECITALS, AMOUNT AND PURPOSE OF NOTES.** That the note or notes of the City to be called "City of Fort Worth, Texas Tax Notes, Series 2023" (the "Notes"), shall be issued under and by virtue of the Constitution and laws of the State of Texas and the Charter of the City in an aggregate principal amount not to exceed \$20,000,000, for the purpose of **PAYING CONTRACTUAL OBLIGATIONS INCURRED OR TO BE INCURRED FOR THE CONSTRUCTION OF PUBLIC WORKS AND THE PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LANDS, AND RIGHTS-OF-WAY,**

as more fully described in **Schedule I** attached to this Ordinance (the "Projects"), and to pay the costs of issuance of the Notes. The Notes are authorized pursuant to Chapter 1431 and other applicable laws of the State of Texas. The City Council hereby finds that it is in the best interests of the City for the Notes to be sold by the Pricing Officer in the manner provided in this Ordinance. By adoption of this Ordinance, the Chief Financial Officer/Director of Financial Management Services of the City, as a Pricing Officer, is designated a special Acting Assistant City Manager for the limited purposes of executing certificates, agreements, notices, instruction letters, requisitions, and other documents on behalf of the City in accordance with this Ordinance.

Section 2. **DELEGATION OF SALE OF NOTES; PARAMETERS.** (a) Maximum Maturity of Notes. That the Notes shall be sold as fully registered notes, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners of the Notes, or to the registered assignee or assignees of the Notes, in any Authorized Denomination, maturing not later than March 1, 2030, payable serially or otherwise on the dates, in the years and in the principal amounts, and dated, all as set forth in the Bidding Instructions and the Official Bid Form, in the case of Notes sold through a competitive sale, and the Note Purchase Agreement, in the case of Notes sold through a negotiated sale. The foregoing notwithstanding, the City agrees to cause to be delivered to the Paying Agent/Registrar one (1) initial Note numbered T-1 (the "Initial Note") and registered in the name as set forth in the Official Bid Form, in the case of Notes sold through a competitive sale, or the Note Purchase Agreement, in the case of Notes sold through a negotiated sale, following the approval by the Attorney General and the registration by the Comptroller, as further provided in the FORM OF NOTE.

(b) Delegation of Authority. (i) *Method of Sale.* As authorized by Chapter 1371, each Pricing Officer is hereby authorized to effect the sale of all or any of the Notes authorized to be sold by this Ordinance, whether by competitive sale, or by negotiated sale conducted either through a public underwriting of the Notes, a private placement of the Notes, or both. The determination of each Pricing Officer, acting for and on behalf of the City, relating to the method of and the terms and conditions relating to the sale of Notes pursuant to this Ordinance shall have the same force and effect as if such determination were made by the City Council. In effecting the sale of the Notes authorized to be sold by this Ordinance, each Pricing Officer, acting for and on behalf of the City, may determine any additional or different designation or title by which any series of Notes shall be known, and the aggregate principal amount of Notes, if any, to be issued. The sale of the Notes, including specifically the terms of the purchase price of the Notes, shall be subject to the limitations set forth in Section 2 of this Ordinance, and the provisions in subsection (c) of this Section. Prior to the delivery of any Notes authorized to be sold by this Ordinance, whether by competitive sale or negotiated sale, a Pricing Officer shall execute a certificate (a "Pricing Certificate") addressing the matters described in this subsection with respect to the Notes sold under authority granted by this Ordinance.

(ii) *Competitive Sale.* Each Pricing Officer, acting for and on behalf of the City, is hereby authorized to seek competitive bids for the sale of the Notes authorized to be sold by this Ordinance, and is hereby authorized to prepare and distribute the Bidding Instructions and the Official Bid Form with respect to seeking competitive bids for the sale of the Notes. The Bidding Instructions shall contain the terms and conditions relating to the sale of the Notes, including the date bids for the purchase of the Notes are to be received, the date of the Notes, any

additional designation or title by which the Notes shall be known, the aggregate principal amount of the Notes to be sold, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale and delivery of the Notes so sold including, without limitation, the use of municipal Note insurance for the Notes. Each Pricing Officer, acting for and on behalf of the City, is hereby authorized to receive and accept bids for the sale of Notes in accordance with the Bidding Instructions on such date as determined thereby. The Notes so sold shall be sold at such price as such Pricing Officer shall determine to be the most advantageous to the City, which determination shall be evidenced by the execution thereby of the Official Bid Form submitted by the best and winning bidder. The Notes shall bear interest at the rates per annum set forth in the Official Bid Form accepted as the best bid. One Note in the principal amount maturing on each maturity date as set forth in the Official Bid Form shall be delivered to the Purchasers, and the Purchasers shall have the right to exchange such Notes as provided in Section 5 hereof without cost. The FORM OF NOTE shall be revised to reflect the terms of the sale of the Notes as reflected in the Official Bid Form accepted as the best bid for the Notes. The Notes shall initially be registered in the name as set forth in the Official Bid Form. In case any officer whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(iii) *Negotiated Sale – Underwriting.* Each Pricing Officer, acting for and on behalf of the City, is hereby authorized to sell all or any portion of the Notes authorized to be sold by this Ordinance by a negotiated sale conducted as a public underwriting, and should each Pricing Officer determine to sell Notes by negotiated sale conducted as a public underwriting, each Pricing Officer may designate the senior managing underwriter for the Notes so sold by a negotiated sale pursuant to this Section 3(b)(iii), and such additional investment banking firms as deemed appropriate by each Pricing Officer to assure that the Notes are sold on the most advantageous terms to the City. Should Notes be sold through a negotiated sale conducted as a public underwriting, each Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Note Purchase Agreement with the Underwriters for the Notes, at such price, with and subject to such terms as determined by each Pricing Officer, subject to the provisions of this Ordinance. One Note in the principal amount maturing on each maturity date as set forth in the Note Purchase Agreement shall be delivered to the Underwriters, and the Underwriters shall have the right to exchange such Notes as provided in Section 5 hereof without cost. The Notes shall initially be registered in the name designated by the Underwriters as set forth in a Note Purchase Agreement. In case any officer whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Note Purchase Agreement shall be in the form and substance as shall be acceptable to the Pricing Officer, including, without limitation, to contain such terms and conditions as may be provided in accordance with subsection (d) of this Section.

(iv) *Negotiated Sale – Private Placement.* Each Pricing Officer, acting for and on behalf of the City, is hereby authorized to sell all or any portion of the Notes authorized to be sold by this Ordinance by a negotiated sale conducted as a private placement, and should each Pricing

Officer determine to sell Notes by negotiated sale conducted as a private placement, each Pricing Officer may negotiate the sale of Notes pursuant to this Section 3(b)(iv) with a bank or other financial institutions as deemed appropriate by each Pricing Officer to assure that the Notes are sold on the most advantageous terms to the City. Should Notes be sold through a negotiated sale conducted as a private placement, each Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Note Purchase Agreement with the Purchaser of the Notes, at such price, with and subject to such terms as determined by each Pricing Officer, subject to the provisions of this Ordinance. One Note in the principal amount maturing on each maturity date as set forth in the Note Purchase Agreement shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange such Notes as provided in Section 5 hereof without cost. The Notes shall initially be registered in the name designated by the Purchaser as set forth in a Note Purchase Agreement. In case any officer whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Note Purchase Agreement shall be in the form and substance as shall be acceptable to the Pricing Officer, including, without limitation, to contain such terms and conditions as may be provided in accordance with subsection (d) of this Section.

(c) General; Other Parameters. (i) The City Council authorizes the City Manager and the Chief Financial Officer/Director of Financial Management Services of the City to provide for and oversee the preparation of a preliminary official statement and the final official statement (the "Official Statement") in connection with the issuance of the Notes, and to approve the preliminary official statement and the Official Statement and deem the preliminary official statement final, and to provide the Official Statement to the Purchasers, in connection with Notes sold through a competitive sale, or the Underwriters, in connection with Notes sold through a negotiated sale, in compliance with the Rule. The Official Statement in the form and content approved by a Pricing Officer shall be deemed approved by the City Council and constitute the Official Statement authorized for distribution to and use by the Purchasers of the Notes, in connection with Notes sold through a competitive sale, or the Underwriters, in connection with Notes sold through a negotiated sale. The Notes shall not have a true interest cost in excess of 6.00% and shall not have a net effective interest rate, calculated in accordance with Chapter 1204, Texas Government Code, in excess of 15%.

(ii) A Pricing Officer shall not execute the Official Bid Form or a Note Purchase Agreement unless (A) the Notes bear a rating at a level such that the Notes satisfy the requirements of Chapter 1371 to constitute "obligations", as such term is defined in Chapter 1371, and (B) the best bidder, in the case of Notes sold pursuant to a competitive sale, each Underwriter, in the case of Notes sold pursuant to a negotiated sale conducted as a public offering, or the Purchaser, in the case of Notes sold pursuant to a negotiated sale conducted as a private placement, has confirmed to a Pricing Officer that either it has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or is exempt from making such filings under Section 2252.908(c)(4), Texas Government Code. Within thirty (30) days of receipt of any disclosure filings from the best bidder for the Notes, the City will acknowledge such disclosure filings in accordance with the rules of the Texas Ethics Commission. Any finding or determination made by a Pricing Officer relating to the issuance and sale of the Notes shall have the same force and effect as a finding or determination made by the City Council.

(iii) The foregoing notwithstanding, the purchase price to be paid for the Notes sold pursuant to this Ordinance shall not be less than 95% of the aggregate principal amount thereof. The authority delegated to the Pricing Officer to effect the sale of the Notes expires at the close of business on September 30, 2023.

(d) Note Purchase Agreement. Should Notes be sold by a negotiated sale, each Pricing Officer is hereby authorized, appointed, and designated to act on behalf of the City in the selling and delivering the Notes and carrying out the other procedures specified in this Ordinance, including determining and fixing the date of the Notes, any additional or different designation or title by which the Notes shall be known, the aggregate principal amount of the Notes to be sold, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Notes, including, without limitation, the use of municipal bond insurance for the Notes, all of which shall be specified in the Note Purchase Agreement. Each Pricing Officer, acting for and on behalf of the City, is authorized to enter into with the Underwriters, in the case of Notes sold through a negotiated sale conducted as a public underwriting, and the Purchaser, in the case of Notes sold through a negotiated sale conducted as a private placement, and to carry out the conditions specified in a Note Purchase Agreement for the Notes, at such price and subject to such terms as are set forth therein.

Section 3. **RIGHT OF PRIOR REDEMPTION.** (a) Optional Redemption. That the Notes may be subject to redemption prior to their scheduled maturities at the option of the City, on the dates and in the manner provided in the Bidding Instructions, in the case of Notes sold through a competitive sale, or the Note Purchase Agreement, in the case of Notes sold through a negotiated sale. Should the Notes be subject to redemption prior to their scheduled maturities, if less than all of the Notes are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts to be redeemed and shall direct the Paying Agent/Registrar to call by lot Notes, or portions of Notes, within a maturity and in the principal amounts for redemption; provided, that during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes shall be selected in accordance with the arrangements between the City and the securities depository. The FORM OF NOTE shall be revised to reflect any optional redemption of the Notes, to the extent provided in the Bidding Instructions and incorporated by reference into the Official Bid Form accepted by a Pricing Officer as the best bid on the Notes, in connection with a competitive sale, or to the extent provided in the Note Purchase Agreement, executed in connection with a negotiated sale. The optional redemption of Notes at the option of the City may be made conditional upon the occurrence of certain events, as may be provided for in the FORM OF NOTE.

(b) Mandatory Redemption. Should the Official Bid Form or a Note Purchase Agreement, as the case may be, provide for the mandatory sinking fund redemption of the Notes, the terms and conditions governing any mandatory sinking fund redemption and the payment of mandatory sinking fund payments shall be set forth therein, and the FORM OF NOTE shall be revised to reflect any mandatory sinking fund redemption of the Notes, to the extent provided in the Official Bid Form accepted by a Pricing Officer as the best bid for the Notes, in connection

with a competitive sale, or to the extent provided in the Note Purchase Agreement, executed in connection with a negotiated sale.

(c) General Notice. Notice of any redemption of Notes shall be given in the following manner, to-wit, a written notice of such redemption shall be given to the registered owner of each Note or a portion thereof being called for redemption at least thirty (30) days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at the address shown on the Registration Books of the Paying Agent/Registrar. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or the portions thereof which are to be so redeemed. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Notes, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not be regarded as being Outstanding except for the right of the owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Notes or any portion thereof. If a portion of any Note shall be redeemed, a substitute Note or Notes having the same maturity date, bearing interest at the same rate, in any Authorized Denomination at the written request of the owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. The maturities of Notes to be called for redemption shall be determined by the City. The Notes or portions to be redeemed within each such maturity shall be selected by lot or other customary random method selected by the Paying Agent/Registrar in accordance with any requirements of a securities depository, if applicable (provided that a portion of a Note may be redeemed only in an Authorized Denomination). The City shall give written notice to the Paying Agent/Registrar of any such redemption of Notes at least sixty (60) calendar days (or such shorter period as is acceptable to the Paying Agent/Registrar) prior to such redemption.

(d) Additional Notice. (i) In addition to the manner of providing notice of redemption of Notes as set forth above, the Paying Agent/Registrar shall give notice of redemption of Notes by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB and to any national information service that disseminates redemption notices. Any notice sent to the MSRB or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the owner of any Note who has not sent the Notes in for redemption sixty (60) days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF NOTE or otherwise by this Ordinance, shall contain a description of the Notes to be redeemed including the complete name of the Notes, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, if any, the amounts called for redemption, the mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Note may be redeemed including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Notes shall include a CUSIP number relating to each amount paid to such registered owner.

Section 4. **INTEREST.** That the Notes shall bear interest at the rates per annum set forth in the FORM OF NOTE set forth in **Exhibit B** to this Ordinance. The interest on the Notes shall be payable to the registered owner of any such Note on the dates and in the manner provided in the FORM OF NOTE set forth in **Exhibit B** to this Ordinance. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 5. **PAYING AGENT/REGISTRAR; BOOK-ENTRY ONLY SYSTEM.** (a) Registration, Transfer, Conversion and Exchange; Authentication. That the City shall keep or cause to be kept at the designated corporate trust office of BOKF, NA (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect, at the Designated Trust Office of the Paying Agent/Registrar, the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Except as otherwise provided in the FORM OF NOTE, the owner of each Note requesting a conversion, transfer, exchange and delivery of such Note shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign the "Paying Agent/Registrar's Authentication Certificate" in the form set forth in the FORM OF NOTE (the "Authentication Certificate"), and, except as provided below, no such Note shall be deemed to be issued or Outstanding unless the Authentication Certificate is so executed; however, the foregoing notwithstanding, the Authentication Certificate need not be executed if any such Note is accompanied by an executed "Comptroller's Registration Certificate" in the form set forth in the FORM OF NOTE. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein. Pursuant to Chapter 1206, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon

the execution of the Authentication Certificate, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller. As of the date this Ordinance is approved by the City, the City has been advised that the Designated Trust Office of the Paying Agent/Registrar is its Dallas, Texas corporate trust office, approved by the Attorney General, and registered by the Comptroller. As of the date this Ordinance is approved by the City, the Designated Trust Office is its Dallas, Texas corporate trust office.

(b) Payment of Notes and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of, premium, if any, and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Notes.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Notes, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE. The Notes initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Ordinance the Paying Agent/Registrar shall execute the Authentication Certificate.

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

Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Additional Notice of Redemption. (i) In addition to the manner of providing notice of redemption of Notes as set forth in Section 3 hereof, the Paying Agent/Registrar shall give notice of redemption of Notes by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB. Any notice sent to the MSRB shall be sent so that such notice is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of redemption to the registered owner of any Notes who has not sent the Notes in for redemption sixty (60) days after the redemption date. The failure to send, mail or receive any such notice described in this clause (i), or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Note.

(ii) Each redemption notice, whether required in the FORM OF NOTE or otherwise by this Ordinance, shall contain a description of the Notes to be redeemed including the complete name of the Notes, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called of each Note, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Note may be redeemed including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Notes shall include a CUSIP number relating to each amount paid to such registered owner.

(f) DTC Book-Entry-Only System of Registration. That the Notes initially shall be issued and delivered in such manner that no physical distribution of the Notes will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Notes. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Notes initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. So long as each Note is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Notes in integral amounts of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Notes initially deposited with DTC shall be immobilized and not be further exchanged for substitute Notes except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Notes. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Notes, and the method of paying the fees and charges of DTC. The City does not represent nor covenant that the initial

book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Notes is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Notes will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Notes. To effect the establishment of the foregoing book-entry system, the City has executed and filed with DTC the "Blanket DTC Letter of Representations" in the form provided by DTC to evidence the City's intent to establish said book-entry system. The foregoing notwithstanding, if Notes are sold through a negotiated sale conducted as a private placement, the Note Purchase Agreement governing such sale of Notes shall provide whether the Notes so sold shall be subject to the book-entry system described in this Section.

Section 6. **FORM OF NOTES.** That the form of all Notes, including the form of the Authentication Certificate, the form of Assignment, and the form of the Comptroller's Registration Certificate to be attached only to the Notes initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in **Exhibit B**, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

Section 7. **INTEREST AND REDEMPTION FUND; TAX LEVY.** That the Interest and Redemption Fund is hereby created and established solely for the benefit of the Notes, and the Interest and Redemption Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer for so long as the Notes or interest thereon are outstanding and unpaid. The Interest and Redemption Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Notes. Until expended for the purposes set forth in Section 1 hereof, the proceeds derived from the sale of the Notes shall be held as further security for the timely payment of the principal and interest on the Notes. Ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Redemption Fund. During each year while any Note is outstanding and unpaid, the City Council shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund of at least two percent (2%) thereof, in any event in an amount adequate to pay the principal of such Notes as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied by the City Council, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any Note is outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Redemption Fund. Ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes as such interest comes due and such principal matures, are hereby pledged from the ad valorem taxes of the Issuer for such payment, within the limit prescribed by law. If sufficient ad valorem taxes have not been levied and collected for the purpose of making debt service payments on Notes when due, there shall be appropriated from the City's general fund moneys sufficient to enable the City to make such debt service payments on a Payment Date including specifically the payment of debt service on the Notes on the first Payment Date therefor. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Redemption Fund any other revenues, income or resources in advance of the time when ad valorem taxes are scheduled to be

levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount then on deposit or budgeted to be deposited in the Interest and Redemption Fund.

Section 8. **CHAPTER 1208, GOVERNMENT CODE, APPLIES TO THE NOTES.** That Chapter 1208 applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under Section 7 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9 and enable a filing to perfect the security interest in said pledge to occur.

Section 9. **REMEDIES OF REGISTERED OWNERS.** That in addition to all rights and remedies of any registered owners of the Notes provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event the Issuer defaults in the payment of the principal of or interest on the Notes when due, the registered owners of the Notes shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the Issuer to observe and perform any covenant, obligation or condition prescribed in this Ordinance. No delay or omission by any registered owner to exercise any right or power accruing to him upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to the registered owners of the Notes and shall be cumulative of all other existing remedies. By accepting the delivery of a Note authorized under this Ordinance, the registered owner thereof agrees that the certifications required to effect any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council. None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners of the Notes under any term or provision of this Ordinance, or because of any default or alleged default under this Ordinance.

Section 10. **TRANSFERS TO PAYING AGENT.** That the Issuer further covenants that on or before each Payment Date, there shall be transferred to the Paying Agent/Registrar an amount sufficient to pay the principal and interest requirements due on the Notes as they become due and payable.

Section 11. **USE OF NOTE PROCEEDS.** That the proceeds of the issuance of the Notes shall be deposited in the manner directed in writing by the Chief Financial Officer/Director of Financial Management Services and used to pay contractual obligations incurred or to be incurred in connection with and the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Projects. The foregoing notwithstanding, proceeds representing accrued interest, if any, on the Notes shall be deposited to the credit of the

Interest and Redemption Fund, and proceeds, if any, representing premium paid as part of the purchase price for the Notes may be used for any purpose authorized by Section 1201.042(d), Texas Government Code.

Section 12. **INVESTMENTS.** (a) That the City may place proceeds of the Notes (including investment earnings thereon) in time deposits, or invest or direct the investment of the same, as authorized by law, including, without limitation, the Public Funds Investment Act of 1987, as amended (Chapter 2256, Texas Government Code), and the City's investment policy; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Notes will be expended as soon as practicable for the purposes for which the Notes are issued.

(b) Amounts received from the investment of the proceeds of the Notes remaining after the payment of all project costs, to the extent not required to be deposited to a separate rebate fund as required by section 148 of the Code and Section 15 of this Ordinance, shall be placed into the Interest and Redemption Fund and used for the payment of debt service on the Notes.

Section 13. **SECURITY FOR FUNDS.** That all deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 14. **DUTIES OF OFFICERS OF THE ISSUER.** (a) That the Mayor, the City Secretary, and each Pricing Officer is hereby instructed and directed to do any and all things necessary in reference to the maintenance of the Issuer and to make money available for the payment of the Notes in the manner provided by law.

(b) The City Secretary is authorized to execute the certificate to which this Ordinance is attached on behalf of the City. The Mayor, any Pricing Officer, the City Secretary and any Assistant City Secretary are authorized to do any and all things proper and necessary to carry out the intent of this Ordinance.

(c) The City Manager is hereby authorized to have control of the Notes and all necessary records and proceedings pertaining to the Notes pending their delivery to the initial purchasers of the Notes. The City Manager or the designee thereof is directed to submit for investigation, examination and approval by the Attorney General of the State of Texas the Notes and the proceedings authorizing their issuance, and to request the registration of the Notes and the proceedings authorizing their issuance by the Comptroller of Public Accounts of the State of Texas. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Notes, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 15. **FEDERAL TAX COVENANTS.** That the Issuer covenants to comply with the provisions of the Code applicable to the issuance of tax-exempt obligations such as the Notes. The Issuer's covenant to comply with the Code shall include, without limitation, compliance with those provisions of the Code regarding the timing of expenditure of proceeds of the Notes, the restriction on investment yields, the filing of information returns with the Internal Revenue Service, and, if required by the Code, the rebate of excess arbitrage earnings to the United States. Further, the Issuer certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the Notes are delivered and paid for, the Issuer expects that the proceeds of the Notes will not be used in a manner that would cause the Notes or

any portion of the Notes to be an "arbitrage bond" within the meaning of section 148 of the Code, and the regulations prescribed thereunder. Furthermore, the Mayor and each Pricing Officer is authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date the Notes are delivered and paid for. In particular, the Mayor and each Pricing Officer is authorized to certify for the Issuer the facts and circumstances and reasonable expectations of the Issuer on the date the Notes are delivered and paid for regarding the amount and use of the proceeds of the Notes. Moreover, the Issuer covenants to make such use of the proceeds of the Notes, regulate investments of proceeds of the Notes, take such other and further actions and follow such procedures, including, without limitation the method of calculating yield on the Notes, as may be required so that the interest on the Notes shall continue to be excluded from gross income for federal income tax purposes under the Code. The Issuer further covenants that the proceeds of the Notes will not be used directly or indirectly so as to cause all or any part of the Notes to become a "private activity bond" within the meaning of section 141(a) of the Code. In complying with the provisions of this Section, the Issuer shall be entitled to rely upon an opinion of Bond Counsel.

In furtherance thereof, the Issuer covenants as follows:

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

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

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

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

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

(f) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to

acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(1) proceeds of the Notes invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Notes are issued,

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

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent of the proceeds of the Notes;

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

(h) to refrain from using the proceeds of the Notes or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Notes in contravention of section 149(d) of the Code (relating to advance refundings); and

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

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Notes. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that compliance would conflict with or contradict such modification or expansion and that compliance with such modification or expansion, in the opinion of Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of the foregoing, each of the Mayor, the City Manager, any Assistant City Manager, and the Chief Financial Officer/Director of Financial Management Services of the City may execute any certificates or other reports required by the Code and to make such elections, on

behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

In order to facilitate compliance with the above clause (i), an account maintained by the City designated as the "Rebate Fund" may be established by the City for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Notes. The Rebate Fund would be established for the additional purpose of compliance with section 148 of the Code.

The City finds, considers, and declares that the reimbursement of expenditures for the purposes described Section 1 of this Ordinance incurred within 60 days of April 11, 2023 and thereafter, will be appropriate and consistent with the lawful objectives of the City and, as such, the City chooses to declare its intention, in accordance with the provisions of section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues public securities to finance improvements for the purposes described in the preamble to this Ordinance; provided, that all such costs to be reimbursed will be capital expenditures, and that any such public securities to be issued shall be issued within 18 months of the later of (i) the date the expenditures were paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the public securities will not be issued on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 16. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR ELIGIBLE PROJECTS. That the City covenants to account for on its books and records the expenditure of proceeds from the sale of the Notes and any investment earnings thereon to be used for the acquisition of the Projects by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on the Projects is made or (b) each item of each Project is acquired. The foregoing notwithstanding, the City shall not expend such proceeds or investment earnings more than 60 days after the later of (a) the fifth anniversary of the delivery date of the Notes or (b) the date the Notes are retired, unless the City obtains an opinion of Bond Counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 17. DISPOSITION OF ELIGIBLE PROJECTS. That the City covenants that any item of the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of Bond Counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 18. WRITTEN PROCEDURES. Until superseded by another action of the

City, the written procedures to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate approved by the City on September 13, 2022, apply to the issuance of the Notes, and are incorporated by reference into this Ordinance.

Section 19. **CONTINUING DISCLOSURE UNDERTAKING.** That if the Notes are sold by public offering, and are subject to the Rule, the following provisions shall apply, unless modified by the Pricing Officer in the Pricing Certificate:

(a) **Annual Reports.** (i) That the City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City of the general type described in **Exhibit C** hereto, and (2) if not provided as part of the financial information and operating data, annual financial statements of the City, when and if available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in **Exhibit C** hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve months after the end of each fiscal year ending in or after 2023. If audited financial statements are not available by the end of the twelve month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial information containing the information described in the tables referenced in **Exhibit C** hereto under the heading "*Annual Financial Statements and Operating Data*" by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audited financial statements become available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. Filings shall be made electronically, in such format as is prescribed by the MSRB.

(b) **Disclosure Event Notices.** The City shall notify the MSRB of any of the following events with respect to the Notes, in a timely manner not in excess of ten Business Days after the 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 Notes, or other material events affecting the tax status of the Notes;

7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Obligated Person, and which reflect financial difficulties.

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

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. 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 jurisdiction has been assumed by leaving the City Council and officials or officers of the City 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.

As used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii); however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate

instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time; and the term "Obligated Person" means the City.

(c) **Limitations, Disclaimers, and Amendments.** (i) 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 Notes within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes any Notes no longer to be outstanding.

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

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE 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.

(iv) A default by the City in observing or performing its obligations under this Section shall not comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City agrees to undertake such obligation in accordance with the Rule as amended.

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, 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 Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the 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 Notes 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 interest of the holders and beneficial owners of the Notes. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

Section 20. **DEFEASANCE.** (a) **Deemed Paid.** That the principal of and/or interest on any Note shall be deemed to be paid, retired and no longer outstanding within the meaning of this Ordinance, except to the extent provided by subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with, or making available to, a paying agent (or escrow agent) therefor, in trust and irrevocably set aside exclusively for such payment, (1) money sufficient to make such payment, (2) Defeasance Obligations, certified by an independent public accounting firm of national reputation, to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, or (3) any combination of (1) and (2) above, and when proper arrangements have been made by the City with each such paying agent for the payment of its services until after all of the Notes so defeased shall have become due and payable. At such time as a Note shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefit of this Ordinance or a lien on and pledge of the security granted in support of the payment of the Notes, and shall be entitled to payment solely from such money or Defeasance Obligations, and shall not be regarded as outstanding for any purposes other than payment, transfer, and exchange.

(b) **Investments.** Any escrow agreement or other instrument entered into by the City and a paying agent pursuant to which the money and/or Defeasance Obligations are being held by such paying agent for the payment of such Notes may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Obligations or the substitution of other Defeasance Obligations upon the satisfaction of the requirements specified in subsection (a)(i) or (ii). All income from all Defeasance Obligations in the hands of the paying agent pursuant to this Section which is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be remitted to the City, or deposited as directed in writing by the City, and upon receipt of an opinion of Bond Counsel that such transfer is permitted under state law.

(c) **Federal Income Tax Consideration.** The City covenants that no deposit will be made or accepted under subsection (a)(ii) of this Section and no use made of any such deposit which would cause such Notes to be treated as arbitrage bonds within the meaning of section 148 of the Code.

(d) **Continuing Duty of Paying Agent/Registrar.** Until all Notes defeased under this Section of this Ordinance shall become due and payable, the Paying Agent/Registrar for such

Notes shall perform the services of Paying Agent/Registrar for such Notes the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 21. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.** (a) **Replacement Notes.** That in the event any outstanding Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

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

(c) **No Default Occurred.** Notwithstanding the foregoing provisions of this Section 21, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on such Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity satisfactory to the City and the Paying Agent/Registrar is furnished.

(d) **Charge for Issuing Replacement Notes.** Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the registered owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section 21 by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute a Note of the Issuer whether the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) **Authority for Issuing Replacement Notes.** In accordance with Subchapter D of Chapter 1201, this Section 21 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such replacement Notes in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Notes issued in conversion and exchange of other Notes.

Section 22. **EVENTS OF DEFAULT.** (a) **Events of Default Defined.** That each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

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

(ii) except as provided in Section 19(d)(iv) of this Ordinance, default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any registered owner to the City.

(b) Remedies for Default.

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

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Notes then outstanding.

(c) Remedies Not Exclusive.

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

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

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

(iv) None of the members of the City Council, nor any other official or officer,

agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 23. **AMENDMENTS.** (a) **Amendments Approved by Majority of Noteholders.** That the holders of the Notes aggregating a majority of the aggregate principal amount of then outstanding Notes shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that without the consent of the holders of all of the Notes at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Notes so as to:

- (1) Make any change in the maturity of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal payable on the outstanding Notes;
- (4) Modify the terms of payment of principal of or interest on the outstanding Notes or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Notes then outstanding; or
- (6) Change the minimum percentage of the principal amount of Notes necessary for consent to such amendment.

(b) **Publication of Notice.** If at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks; *provided, however,* that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all holders of Notes. Such publication is not required, however, if notice in writing is given to each holder of Notes.

(c) **Consent to Amendment.** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Notes then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which

specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) **Passage of Amendatory Ordinance.** Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Notes shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) **Consent Irrevocable.** Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar therefor and the City, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the then outstanding Notes as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) **Determination of Ownership of Notes.** For the purposes of this Section, the ownership and other matters relating to all Notes registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

(g) **Amendments not Requiring Noteholder Consent.** The foregoing provisions of this Section notwithstanding, the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Noteholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, including, without limitation, those matters described in Section 19(d)(v) hereof, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the holders of the Notes; or

(3) To modify any of the provisions of this Ordinance in any other respect

whatsoever, provided that such modification shall be, and be expressed to be, effective only after all previously issued Notes outstanding at the date of the adoption of such modification shall cease to be outstanding.

Section 24. **PROPERTY APPRAISALS.** That the City has satisfied or will satisfy the appraisal requirements of Section 252.051, Texas Local Government Code, in the acquisition any real property (including rights-of-way) with proceeds of the Notes.

Section 25. **MISCELLANEOUS PROVISIONS.** (a) **Preamble.** The preamble to this Ordinance shall be considered an integral part of this Ordinance and is herein incorporated as part of the body of this Ordinance for all purposes.

(b) **Immediate Effect.** This Ordinance shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

(c) **Open Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

(d) **Rules of Construction.** The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person shall mean that party and its successors and assigns. References to an officer or designated position (e.g., City Manager) include any person acting in the capacity of such officer or designated position, whether on an acting, interim or permanent basis. References to any constitutional, statutory or regulatory provision mean such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to the FORM OF NOTE shall refer to the form attached to this Ordinance as **Exhibit B**. The titles and headings of the Sections and subsections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

[Execution Page Follows]

(e) **Inconsistent Provisions.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

ADOPTED AND EFFECTIVE April 11, 2023.

Mayor
City of Fort Worth, Texas

City Secretary
City of Fort Worth, Texas

APPROVED AS TO FORM AND LEGALITY:

(SEAL)

City Attorney
City of Fort Worth, Texas

Schedule I

DESCRIPTION OF PROJECTS

<u>Description</u>	<u>Cost (\$)</u>
Fire Apparatus Replacements	13,720,000
Radio Tower	4,600,000
Balance of any unspent proceeds to pay costs of issuance of the Notes	

A-1
Exhibit A

"Authentication Certificate" shall have the meaning given said term in Section 5(a) hereof.

"Authorized Denomination" shall have the meaning given said term in Section 2(a) of this Ordinance.

"Bidding Instructions" means the Notice of Sale and Bidding Instructions distributed to potential purchasers of Notes sold pursuant to a competitive sale.

"Bond Counsel" shall mean McCall, Parkhurst & Horton L.L.P. and Kelly Hart & Hallman LLP, or such other attorney or firm of attorneys who are nationally recognized as having expertise in the practice of tax-exempt municipal finance law as approved by the City.

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

"Chapter 9" shall mean Chapter 9, Texas Business and Commerce Code.

"Chapter 1201" shall mean Chapter 1201, Texas Government Code.

"Chapter 1208" shall mean Chapter 1208, Texas Government Code.

"Chapter 1371" shall mean Chapter 1371, Texas Government Code.

"Chapter 1431" shall mean Chapter 1431, Texas Government Code.

"City" or "Issuer" shall mean the City of Fort Worth, Texas.

"City Council" shall mean the City Council of the Issuer, its governing body.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Defeasance Obligations" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding bonds or, if such defeasance is not in connection with the issuance of refunding bonds, on the date the City provides for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

"Designated Trust Office" shall mean, on the date the Notes are delivered to the initial purchaser of the Notes, the Dallas, Texas corporate trust office of BOKF, NA.

"DTC" shall have the meaning given said term in Section 22 of this Ordinance.

"Fiscal Year" shall mean the twelve-month period ending September 30, or any consecutive twelve-month period declared by the City to be its fiscal year.

"Interest and Redemption Fund" shall mean the "City of Fort Worth, Texas Tax Notes, Series 2023 Interest and Redemption Fund" established by this Ordinance.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Note" or "Notes" shall mean the "City of Fort Worth, Texas, Tax Notes, Series 2023", issued in accordance with this Ordinance, the Bidding Instructions and the Official Bid Form. The term "Notes" shall mean and include the Notes initially issued and delivered pursuant to this Ordinance and all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant to this Ordinance, and the term "Note" shall mean any of the Notes.

"Note Purchase Agreement" means a note purchase agreement (i) between the City and the Underwriters, pertaining to the purchase of the Notes by the Underwriters sold through a negotiated sale conducted as a public underwriting, and (ii) between the City and the Purchaser, pertaining to the purchase of the Notes by the Purchaser sold through a negotiated sale conducted as a private placement.

"Official Bid Form" means the bid form prepared in accordance with the Bidding Instructions and submitted by potential purchasers of any Notes sold pursuant to a competitive sale.

"Ordinance" shall mean this ordinance authorizing the issuance of the Notes.

"Paying Agent/Registrar" shall mean BOKF, NA, or its successor as designated in accordance with Section 5 of this Ordinance.

"Payment Date" shall mean each date interest or principal on the Notes shall be due and payable.

"Pricing Certificate" shall have the meaning given said term in Section 2(b) hereof.

"Pricing Officer" shall have the meaning given said term in the preamble to this Ordinance.

"Purchaser" or "Purchasers" means (a) the entity or entities listed in the Official Bid Form accepted by the City as the best bid for the Notes, in the case of the sale of Notes sold through a competitive sale or (b) the bank or other financial institution listed in a Note Purchase Agreement executed in connection with a negotiated sale conducted as a private placement of Notes.

"Projects" shall have the meaning given said term in Section 1 of this Ordinance.

"Registration Books" shall mean the books or records for the registration of the transfer and exchange of the Notes.

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

"SEC" shall mean the United States Securities and Exchange Commission.

"State" shall mean the State of Texas.

"Treasury Regulations" shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

"Underwriters" means the investment banking firms listed in a Note Purchase Agreement executed in connection with a negotiated sale conducted as a public underwriting of Notes.

A-4
Exhibit B

FORM OF NOTE

NO. R- ____

PRINCIPAL
AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF FORT WORTH, TEXAS
TAX NOTE, SERIES 2023

MATURITY DATE INTEREST RATE DELIVERY DATE CUSIP NO.
[June 8], 2023

Registered Owner:

Principal Amount: _____ Dollars

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF FORT WORTH, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (either being hereinafter called the "registered owner") the principal amount set forth above, and interest thereon from the Delivery Date specified above, to the maturity date specified above, or the date of its redemption prior to scheduled maturity, at the rate of interest per annum specified above, with said interest being payable on _____ 1, 202_, and semiannually on each _____ 1 and _____ 1 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Note is dated later than _____ 1, 202_, such interest is payable semiannually on each _____ 1 and _____ 1 following such date. Interest on this Note shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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

be paid to the registered owner upon presentation and surrender of this Note for redemption and payment at the Designated Payment Office of the Paying Agent/Registrar.

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

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City or the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the Issuer and the securities depository.

THE ISSUER COVENANTS with the registered owner of this Note that on or before the principal and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

THIS NOTE is one of the series of notes authorized by the Ordinance to be issued in the aggregate principal amount of \$_____. This Note, and the series of which it is a part, is authorized pursuant to Chapter 1431, Texas Government Code ("Chapter 1431"), is dated _____, 2023, and is issued for the purpose of PAYING CONTRACTUAL OBLIGATIONS INCURRED OR TO BE INCURRED FOR THE CONSTRUCTION OF PUBLIC WORKS AND THE PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT, MACHINERY, BUILDINGS, LANDS, AND RIGHTS-OF-WAY, as more fully described in the Ordinance, and to pay costs of issuance. This Note and the series of which it is a part are issued pursuant to the Ordinance passed and adopted by the City Council of the Issuer and duly recorded in the minutes of said City Council, as authorized by the Constitution and laws of the State of Texas, including Chapter 1431.

ON MARCH 1, 203_, or on any date thereafter, the Notes of this Series maturing on March 1, 203_ and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Notes called for redemption at the option of the Issuer prior to their stated maturity shall be selected by the Issuer. The Notes or portions thereof redeemed within a

maturity shall be selected by lot or other method by the Paying Agent/Registrar; provided, that during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

NOTICE OF any such redemption of Notes shall be given in the following manner, to-wit, a written notice of such redemption shall be given to the registered owner of each Note or portion thereof being called for redemption at least 30 days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. Any notice so mailed shall be conclusively presumed to have been duly given notwithstanding whether one or more registered owners may have failed to have received such notice. By the date fixed for any such redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required redemption price for this Note or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Note, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Note or any portion hereof. If a portion of any Note shall be redeemed a substitute Note or Notes having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 (an "Authorized Denomination"), at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance. The Notes or portions thereof redeemed within a maturity shall be selected by lot or other customary random method selected by the Paying Agent/Registrar in accordance with any requirements of a securities depository, if applicable (provided that a portion of a Note may be redeemed only in any denomination or denominations in any Authorized Denomination).

THE FOREGOING PARAGRAPH NOTWITHSTANDING, with respect to any optional redemption of the Notes, unless certain prerequisites to such optional redemption required by the Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Notes to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Notes and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Notes will not be redeemed.

ALL NOTES OF THIS SERIES are issuable solely as fully registered notes, without interest coupons, in any Authorized Denomination. As provided in the Ordinance, this Note, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered notes, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar at its Designated Payment Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be transferred and registered. The Form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Note or portion thereof. The foregoing notwithstanding, in the case of the exchange of a portion of a Note which has been redeemed prior to maturity, as provided herein, and in the case of the exchange of an assigned and transferred Note or Notes or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Notes and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Notes so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

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

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

IT IS HEREBY CERTIFIED AND REPRESENTED that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this

Note have been performed, existed and been done in accordance with law; that this Note constitutes an obligation of said Issuer; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been and will be levied and ordered to be levied against all taxable property in said Issuer, and have been pledged from the Issuer's annual ad valorem tax for such payment, within the limits prescribed by law. Reference is made to the Ordinance for a more complete description of the Issuer's obligation to provide for the payment of the principal of and interest on the Notes. By acceptance of this Note, the registered owner expressly assents to all provisions of the Ordinance.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary and approved as to form and legality by the manual or facsimile signature of the City Attorney, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

City Secretary
City of Fort Worth, Texas

Mayor
City of Fort Worth, Texas

APPROVED AS TO FORM AND LEGALITY:

City Attorney
City of Fort Worth, Texas

(SEAL)

A-9
FORM OF ASSIGNMENT

ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

/ _____ /

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

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

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

Dated: _____

Signature Guaranteed:

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

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

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Note has been issued under the provisions of the Ordinance described in the text of this Note; that this Note has been duly authenticated; and that this Note has been issued in exchange for or replacement of a note, notes, or a portion of a note or notes of an issue, the proceedings pursuant to which such issue was authorized were approved by the Attorney General of the State of Texas.

Dated:

BOKF, NA,
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE:
(only to accompany the Initial Notes to be delivered at closing)

OFFICE OF COMPTROLLER : REGISTER NO. _____
STATE OF TEXAS :

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

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

Comptroller of Public Accounts of the
State of Texas

(SEAL)

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

(i) immediately under the name of the Note the headings "Maturity Date", "Interest Rate", "Delivery Date" and "CUSIP" shall be omitted; and

(ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

Delivery Date: [June 8], 2023

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF FORT WORTH, TEXAS (the "Issuer") promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on March 1 in each of the years and in principal installments in accordance with the following schedule:

(Information to be inserted from the Official Bid Form)

and to pay interest thereon from the delivery date specified above, on March 1, 2024 and semiannually on each September 1 and March 1 thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

B-12
Exhibit C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

The City has agreed to update annually financial information and operating data with respect to the City of the general type included in the official statement for the Notes as set forth in tables 1 through 6, inclusive, and 8 through 15, inclusive, contained in such official statement, and Appendix B to such official statement, "**Excerpts from the Annual Financial Report of the City of Fort Worth, Texas**". The above-described financial information and operating data with respect to the City is hereby incorporated by reference, and in Section 19 of this Ordinance the City has agreed to annually update such financial information and operating data in accordance with Rule 15c2-12, promulgated by the United States Securities and Exchange Commission.

Accounting Principles

The accounting principles referred to in Section 19 of this Ordinance are the accounting principles described in the notes to the annual financial report referred to above.

THE STATE OF TEXAS :
COUNTIES OF TARRANT, DENTON, WISE, PARKER AND JOHNSON :
CITY OF FORT WORTH :

I, Jannette S. Goodall, City Secretary of the City of Fort Worth, in the State of Texas, do hereby certify that I have compared the attached and foregoing excerpt from the minutes of the regular, open, public meeting of the City Council of the City of Fort Worth, Texas held on April 11, 2023 and of the ordinance authorizing the issuance of City of Fort Worth, Texas Tax Notes, Series 2023, which was duly passed at said meeting, and that said copy is a true and correct copy of said excerpt and the whole of said ordinance. Said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

In testimony whereof, I have set my hand and have hereunto affixed the seal of said City of Fort Worth, this ____ day of April, 2023.

City Secretary of the
City of Fort Worth, Texas

(SEAL)