

**NOTICE OF A CALLED MEETING/WORK SESSION
OF THE GOVERNING BODY
OF THE CITY OF MIDLOTHIAN, TEXAS
TUESDAY, APRIL 7, 2015
6:00 PM**

Pursuant to the provisions of Chapter 551 VTCA Government Code, notice is hereby given of a Called Meeting/Work Session of the Midlothian City Council, to be held in the City Council Chambers at Midlothian City Hall, 104 West Avenue E, Midlothian, Texas

REGULAR AGENDA

Call to Order

2015-124 Consider and act upon an ordinance authorizing the issuance and sale of City of Midlothian, Texas General Obligation Bonds, Series 2015, in the aggregate principal amount of \$9,900,000; and ordaining other matters related thereto, including immediate effectiveness.

WORK SESSION AGENDA

2015-125 Review and discuss updates to the Comprehensive Plan and direct staff as necessary

2015-126 Consider and discuss potential topics for future City Council workshop sessions and direct staff accordingly.

2015-127 Adjourn

I, Mary McDonald, Deputy City Secretary of the City of Midlothian, Texas, do hereby certify that this Notice of Meeting was posted on the front window of City Hall, 104 West Avenue E, Midlothian, Texas, at a place readily accessible to the general public at all times, no later than the 3rd day of April, 2015, at or before 6:00 p.m.



Mary McDonald, Deputy City Secretary

**This facility is wheelchair accessible and accessible parking spaces are available.
Requests for reasonable accommodations must be made 48 hours prior to this meeting.
Please contact the City Secretary at 775-3481 for further information.**



AGENDA ITEM 2015-124

AGENDA CAPTION:

Consider and act upon an ordinance authorizing the issuance and sale of City of Midlothian, Texas General Obligation Bonds, Series 2015, in the aggregate principal amount of \$9,900,000; and ordaining other matters related thereto, including immediate effectiveness.

ITEM SUMMARY/BACKGROUND:

The proposed ordinance authorizes the issuance and sale of General Obligation Bonds, Series 2015. The issuance will be in an amount not to exceed \$9,900,000 with the proceeds to be used to finance the construction of Phase I of the Community Park, 14th Street from Ashford to McAlpin and Ledgestone Lane from the Plainview Manor subdivision to the future Somercrest subdivision. The projects to be funded by the General Obligation Bonds were discussed and approved by the City Council as part of the FY14-15 budget process.

SPECIAL CONSIDERATION: The City Council discussed this issuance during the FY14-15 budget process, at which time it was decided to increase the ad valorem tax rate in part to fund the proposed projects. The remaining part of the increased tax rate was to fund a future General Obligation Bond Issuance for construction of the Community Park Phase I and South 14th Street.

FINANCIAL IMPACT/FUNDING SOURCE:

The General Obligation bonds will be amortized over 20 years with payments to be funded by ad valorem taxes.

ATTACHMENTS:

1. Draft ordinance

ALTERNATIVES:

Approve, Deny

RECOMMENDATION:

Approve ordinance directing sale of General Obligation Bonds, Series 2015 in an amount not to exceed \$9,900,000.

SUBMITTED BY and TO BE PRESENTED BY:

Chris Dick, CPA City Manager for the April 7, 2015 City Council Meeting

Handwritten signature of Chris Dick in black ink.

Chris Dick, City Manager

REVIEWED BY:

Handwritten signature of Mary McDonald in black ink.

Mary McDonald, Deputy City Secretary

APPROVED BY:

Handwritten signature of Chris Dick in black ink.

Chris Dick, City Manager

ORDINANCE 2015-___
ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF
CITY OF MIDLOTHIAN, TEXAS GENERAL OBLIGATION BONDS, SERIES 2015, IN
THE AGGREGATE PRINCIPAL AMOUNT OF \$9,900,000; AND ORDAINING OTHER
MATTERS RELATED THERETO, INCLUDING IMMEDIATE EFFECTIVENESS

STATE OF TEXAS :
COUNTY OF ELLIS :
CITY OF MIDLOTHIAN :

WHEREAS, general obligation bonds of the City were authorized to be issued at an election duly held in the City on May 13, 2006 (the "Election"), as follows:

\$15,475,000 for the purpose of constructing and improving the City's streets and improving the drainage in connection therewith;

\$13,925,000 for the purpose of constructing, improving and equipping the City's parks, including acquisition of land for the City's parks; and

WHEREAS, the City has issued general obligation bonds authorized by the Election in the principal amounts and for the purposes as follows: in the principal amount of \$5,885,000 for the purpose of constructing and improving the City's streets and improving the drainage in connection therewith; and in the principal amount of \$8,775,000 for the purpose of constructing, improving and equipping the City's parks, including the acquisition of land for the City's parks; and

WHEREAS, it is necessary and advisable to authorize, issue and deliver an installment or series of bonds authorized by the Election, in the aggregate principal amount of \$9,900,000, as follows:

\$4,750,000 for the purpose of constructing and improving the City's streets and improving the drainage in connection therewith;

\$5,150,000 for the purpose of constructing, improving and equipping the City's parks, including acquisition of land for the City's parks; and

WHEREAS, the bonds hereinafter authorized are to be issued and delivered pursuant to the laws of the State of Texas, including specifically Chapter 1331, Texas Government Code, for the purposes set forth above;

WHEREAS, the meeting was open to the public and public notice of the time, place and purpose of the meeting was given pursuant to Chapter 551, Texas Government Code.

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

Section 1. **BONDS AUTHORIZED.** That the City's bonds to be designated as the "**City of Midlothian, Texas General Obligation Bonds, Series 2015**" (the "Bonds") are hereby authorized to

be issued in an aggregate principal amount of \$9,900,000 for the purposes described in the preamble to this Ordinance, and paying costs of issuance of the Bonds. The Bonds shall be dated March 15, 2015, issued as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of the Bonds or any portion thereof, in any Authorized Denomination, and shall mature on the maturity date, in each of the years, and in the amounts, respectively, as set forth in the following schedule:

MATURITY DATE: AUGUST 15

<u>YEARS</u>	<u>AMOUNTS (\$)</u>	<u>YEARS</u>	<u>AMOUNTS (\$)</u>
2016	310,000	2026	530,000
2017	430,000	2027	545,000
2018	440,000	2028	560,000
2019	450,000	2029	580,000
2020	455,000	2030	595,000
2021	465,000	2031	615,000
2022	475,000	2032	630,000
2023	485,000	2033	650,000
2024	500,000	2034	670,000
2025	515,000		

Section 2. **SALE OF THE BONDS.** (a) That the City Council finds that it is in the best interests of the City for the Bonds to be sold through a competitive sale. The bid received from the Purchaser to purchase the Bonds at the price of par plus accrued interest to the date of delivery of the Bonds, plus a premium of \$_____, was the best bid received, and is accepted. The acceptance of the best bid for the Bonds submitted by the Purchaser is most advantageous to the City and, based upon the recommendation of the City’s financial advisor, is in the best interests of the City.

(b) The City Manager and the Director of Finance are authorized and directed to provide for and oversee the preparation of a final official statement in connection with the issuance of the Bonds, and to approve such final official statement and deem the preliminary official statement prepared in connection with the sale of the Bonds final in compliance with the Rule and to provide it to the Purchaser in compliance with the Rule. The use of the preliminary official statement, official notice of sale and official bid form prepared in connection with the sale of the Bonds is hereby ratified and approved.

Section 3. **INTEREST.** That the Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Ordinance, to their respective dates of maturity, or redemption prior to maturity, at the following rates per annum:

maturities 2016, _____%	maturities 2026, _____%
maturities 2017, _____%	maturities 2027, _____%
maturities 2018, _____%	maturities 2028, _____%
maturities 2019, _____%	maturities 2029, _____%
maturities 2020, _____%	maturities 2030, _____%
maturities 2021, _____%	maturities 2031, _____%
maturities 2022, _____%	maturities 2032, _____%
maturities 2023, _____%	maturities 2033, _____%
maturities 2024, _____%	maturities 2034, _____%
maturities 2025, _____%	

Interest shall be payable to the registered owner of any Bond in the manner provided and on the dates stated in the FORM OF BOND.

Section 4. **REDEMPTION OF THE BONDS.** (a) The Bonds 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 FORM OF BOND. If less than all of the Bonds 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 Bonds, or portions of Bonds, within a maturity and in the principal amounts for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds shall be selected in accordance with the arrangements between the City and the securities depository.

(b) The Bonds may be subject to mandatory sinking fund redemption on the dates, and in the amounts and the manner, as set forth in the FORM OF BOND.

(c) Not less than thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited 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. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or the portions thereof which are 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, the Bonds or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their 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 the Bonds or any portion thereof. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an 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 City, all as provided in this Ordinance. In addition to the foregoing, the City shall cause the Paying Agent/Registrar to give notice of any such redemption in the manner set forth in subsection (c) of this

Section, but the failure to provide such notice as described in subsection (c) of this Section, or any defect therein, shall not affect the validity or effectiveness of the proceedings for the redemption of the Bonds. In the case of a redemption at the option of the City, unless the requirements contained in this Ordinance to effect an optional redemption have been met, and money sufficient to pay the principal of, premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that the redemption will, at the option of the City, be conditional upon the satisfaction of the requirements of this Ordinance and receipt of money by the Paying Agent/Registrar sufficient to pay the redemption price of the Bonds called for optional redemption on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice. If a conditional notice of redemption is given and the conditions to the redemption are not fulfilled, such notice will be of no force and effect, the City will not redeem such Bonds and the Paying Agent/Registrar will give notice in the manner the notice of redemption was made, to the effect that the Bonds have not been redeemed.

(d) (i) In addition to the manner of providing notice of redemption of Bonds described in subsection (c) of this Section, the Paying Agent/Registrar shall give notice of redemption by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the MSRB shall be sent so that it is 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 Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF BOND or otherwise by this Ordinance, shall contain a description of the Bonds to be redeemed, including the complete name of the Bonds, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, 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 Bond may be redeemed, including a contact and telephone number.

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

Section 5. **ADDITIONAL CHARACTERISTICS OF THE BONDS.** (a) That the City shall keep or cause to be kept at the designated corporate trust office in Austin, Texas (the "Designated Payment/Transfer Office") of BOKF, NA dba Bank of Texas (the "Paying Agent/Registrar"), or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below, books or records of the registration and transfer of the Bonds (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 transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of such registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided.

The City or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Bond may be transferred in the Registration Books only upon presentation and surrender of such Bond to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Bond, or any portion thereof in any Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Bond or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Bond or any portion thereof, a new substitute Bond or Bonds shall be issued in exchange therefor in the manner herein provided.

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

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, and to act as its agent to exchange or replace Bonds, 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 Bonds, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Bond may be exchanged for fully registered Bonds in the manner set forth herein. Each Bond issued and delivered pursuant to this Ordinance may, upon surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered Bonds, without interest coupons, in the form prescribed in the FORM OF BOND, in an Authorized Denomination, as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered Bond or Bonds delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Bonds for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Bond delivered in exchange for or replacement of another Bond prior to the first scheduled interest payment date on the Bonds (as stated on the face thereof) shall be dated the same date as such Bond, but each substitute Bond so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such

substitute Bond is delivered, unless such substitute Bond is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Bond the interest on the Bond for which it is being exchanged has not been paid, then such substitute Bond shall be dated as of the date to which such interest has been paid in full. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth in the FORM OF BOND (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Bond, date such substitute Bond in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion hereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(e) All Bonds issued in exchange or replacement of any other Bond or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds 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 exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Bonds, but the registered owner of any Bond requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Bond requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Bond or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof in any Authorized Denomination, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Bonds that it will pay (i) the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Bonds solely to the extent above provided, and with respect to the exchange of Bonds solely to the extent above provided.

(g) The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, or other

entity duly qualified and legally authorized to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar. 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 it will promptly appoint a competent and legally qualified national or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar 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 Bonds, 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 registered owner of the Bonds, 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.

Section 6. **FORM OF BONDS.** That the form of all Bonds, including the form of the Authentication Certificate, the form of Assignment, and the form of the Comptroller's Registration Certificate to accompany the Bonds on the initial delivery thereof, shall be, respectively, substantially in the form set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The form of bond counsel's opinion relating to the Bonds, and an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Bonds, is authorized to be printed on or accompany the Bonds.

Section 7. **DEFINITIONS.** That, as used in this Ordinance, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authentication Certificate" has the meaning given said term in Section 5(a) of this Ordinance.

"Authorized Denomination" means \$5,000 and any integral multiple of \$5,000.

"Bond" or "Bonds" means one or more, as the case may be, of the General Obligation Bonds authorized to be issued by this Ordinance.

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

"City" and "Issuer" mean the City of Midlothian, Texas, or where appropriate, the City Council.

"City Council" means the governing body of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (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 of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any obligations hereafter authorized by law to be eligible to effect the defeasance of the Bonds.

"Designated Payment/Transfer Office" means, as of the date of delivery of the Bonds, the designated corporate trust office of the Paying Agent/Registrar in Austin, Texas.

"DTC" means The Depository Trust Company, New York, New York.

"Interest and Sinking Fund" has the meaning given said term in Section 8 of this Ordinance.

"MSRB" means the Municipal Securities Rulemaking Board.

"Paying Agent/Registrar" means the entity so designated in Section 5(a) of this Ordinance, and any successor thereto named in accordance with the terms of this Ordinance.

"Purchaser" means _____.

"Registration Books" has the meaning given said term in Section 5(a) of this Ordinance.

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

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

"Year" or "fiscal year" means the regular fiscal year of the City, which may be any 12 consecutive months period established by the City Council.

Section 8. **LEVY OF TAX; INTEREST AND SINKING FUND.** (a) That a special fund or account, to be designated the "**City of Midlothian, Texas Series 2015 General Obligation Bonds Interest and Sinking Fund**" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any Bond 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 Bonds as such interest comes due, and to provide a sinking fund to pay the principal of the Bonds (including payments of mandatory sinking fund installments on the Bonds, if any) as such principal matures (but never less than 2% of the outstanding principal amount of the Bonds as a sinking fund each year).

(b) Ad valorem taxes shall be based on the latest approved tax rolls of the City, 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, and is hereby ordered to be levied, against all taxable property in the City for each year while any Bond or the interest thereon is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Ad valorem taxes necessary to pay the interest on and principal of the Bonds, as such interest comes due, and such principal matures, are hereby pledged for such purpose, within the limit prescribed by law.

(c) Money in the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law and the City's investment policy. Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the owners of the Bonds and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund. Interest and income derived from the investment of money in the Interest and Sinking Fund shall be credited thereto.

(d) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes made under Section 8(a) of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes made by the City under Section 8(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9. **DAMAGED, LOST, STOLEN OR DESTROYED BONDS.** (a) That in the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City 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 Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction

of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

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

(d) Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether the lost, stolen, or destroyed Bond 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 Bonds duly issued under this Ordinance.

(e) In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, subject to the conditions imposed by this Ordinance, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in Section 5(d) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 10. **SUBMISSION OF PROCEEDINGS TO ATTORNEY GENERAL.** That the Mayor or the designee thereof is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. 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 Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code. Upon registration of the Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate accompanying the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each such certificate. After registration by said Comptroller, delivery of the Bonds shall be made to the Purchaser and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City.

Section 11. **FEDERAL TAX COVENANTS.** That the Issuer covenants to take any action to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

- (a) to take any action to assure that no more than 10 percent of the proceeds of the

Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, 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 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" 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 5 percent of the proceeds of the Bonds (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 Bonds 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 Bonds 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 Bonds, 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 Bonds, other than investment property acquired with B

(1) proceeds of the Bonds invested for a reasonable temporary period, until such proceeds are needed for the purpose for which the Bonds 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 10 percent of the proceeds of the Bonds;

(g) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) 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 Bonds 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.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Bonds. 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 Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds 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 Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of the foregoing, the Mayor, the City Manager and the Director of Finance 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 Bonds.

In order to facilitate compliance with the above clause (h), a "Rebate Fund" is hereby 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 Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Section 12. **ADDITIONAL TAX COVENANTS.** (a) That the City covenants that the property financed or refinanced with the proceeds of the Bonds 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 a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. 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 a nationally-recognized 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.

(b) The City covenants to account for the expenditure of proceeds from the sale of the Bonds and any investment earnings thereon to be used for the purposes described in the preamble to this Ordinance (such purposes referred to in this Section as a "Project") on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the City shall not

expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Bonds or (b) the date the Bonds are retired, unless the City obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized 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 13. **WRITTEN PROCEDURES TO MONITOR COMPLIANCE WITH TAX COVENANTS.** That until superseded by another action of the City, the written procedures to ensure compliance with the covenants contained in this Ordinance regarding private business use, remedial actions, arbitrage and rebate approved by the City Council in the ordinance adopted October 9, 2012, with respect to the issuance of City of Midlothian, Texas General Obligation Refunding Bonds, Series 2012, apply to the Bonds.

Section 14. **CONTINUING ONGOING DISCLOSURE.** (a) *Annual Reports.* (i) The City shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2015, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 2(b) of this Ordinance, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B 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 the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that the audited financial statements are not available and provide unaudited financial statements by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes 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. All filings shall be made electronically, in the format specified by the MSRB.

(b) *Disclosure Event Notices.* The City shall notify the MSRB of any of the following events with respect to the Bonds, 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 Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material, and tender offers;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the Bonds;
 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; and
 14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

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

(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 Bonds 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 Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, 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 Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND 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) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the 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 Bonds in the primary offering of the Bonds 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 Bonds 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 Bonds. 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 (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The 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 Bonds in the primary offering of the Bonds.

Section 15. **DEFEASANCE.** (a) *Defeased Bonds.* That any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or

Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 15(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) the Issuer gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) the Issuer directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 15(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

Section 16. **BOOK-ENTRY ONLY SYSTEM.** That the Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and DTC initially will act as depository for the Bonds. 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 Bonds initially authorized by this Ordinance intended to be held by DTC shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Purchaser and its participants. So long as each Bonds 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 Bonds in Authorized Denominations, 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 Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds 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 Bonds. 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 Bonds, and the method of paying the fees and charges of DTC. The City does not represent, nor does it in any way 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 Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Bonds 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 Bonds. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 17. **BOND INSURANCE.** That should the Purchaser in its bid agree to obtain a municipal bond insurance policy with respect to the payment of debt service on the Bonds, the City Manager is hereby authorized to execute any agreement with the issuer of the municipal bond insurance policy (the "Insurer") in connection with the Purchaser obtaining such municipal bond insurance policy. Any "Insurance Commitment" set forth in the commitment issued by the Insurer with respect to the issuance of such municipal bond insurance policy shall be incorporated into and be deemed part of this Ordinance. A legend provided by the Insurer for inclusion on the Bonds is hereby authorized to be printed on the Bonds.

Section 18. **DEFAULT AND REMEDIES.** (a) *Events of Default.* Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

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

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, 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, 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 Bonds 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 Bonds 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 Bonds 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 Bond authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(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 19. **OFFICIALS AUTHORIZED TO ACT ON BEHALF OF THE CITY.** That the Mayor, the City Manager, the Director of Finance, the City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, and the offering documents prepared in connection with the sale of the Bonds. In case any officer whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 20. **USE OF PROCEEDS.** That the proceeds from the sale of the Bonds shall be used in the manner described in the letter of instructions executed by or on behalf of the City. The foregoing notwithstanding, proceeds representing accrued interest on the Bonds shall be deposited to the credit of the Interest and Sinking Fund and proceeds representing premium on the Bonds shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code.

Section 21. **QUALIFIED TAX-EXEMPT OBLIGATIONS.** The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during 2015, the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not

designated nor will designate obligations which, when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued, and (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued during 2015, the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed \$10,000,000.

Section 22. **PREAMBLE.** That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 23. **MISCELLANEOUS PROVISIONS.** (a) *Independent Appraisal.* A portion of the proceeds of the Bonds is intended to be used to purchase rights-of-way in connection with the street improvements authorized at the Election. In accordance with the provisions of Section 252.051, Texas Local Government Code, the City will not purchase property with the proceeds of the Bonds until the City obtains an independent appraisal of the property's market value.

(b) *Titles Not Restrictive.* That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(c) *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 means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. References to the FORM OF BOND in this Ordinance refer to the FORM OF BOND set forth in Exhibit A to this Ordinance.

(d) *Inconsistent Provisions.* All ordinances, 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.

(e) *Severability.* If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(f) *Governing Law.* This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(g) *Contracts with Financial Advisor and/or Bond Counsel.* The City Manager, or his designee, is authorized to take any action necessary to execute any necessary financial advisory contracts with SAMCO Capital Markets, Inc., as financial advisor to the City (the "Financial Advisor"). The City understands that, under applicable federal securities laws and regulations, the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance and delivery of the Bonds. In addition, the City Manager, or his designee, is authorized to take any action necessary to execute any necessary engagement letter with McCall, Parkhurst & Horton, L.L.P., as Bond Counsel to the City.

(h) *Open Meeting.* The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(i) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

EXHIBIT A

FORM OF BOND

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF MIDLOTHIAN, TEXAS
GENERAL OBLIGATION BOND,
SERIES 2015

<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
	%	March 15, 2015	

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF MIDLOTHIAN, TEXAS (the "Issuer"), a home-rule municipality located Ellis County, Texas, hereby promises to pay to _____ or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of:

_____ DOLLARS

and to pay interest thereon, from the Original Issue 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 February 15, 2016, and semiannually on each August 15 and February 15 thereafter; except that if the Paying Agent/Registrar's Authentication Certificate appearing on the face of this Bond is dated later than February 15, 2016, such interest is payable semiannually on each August 15 and February 15 following such date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or redemption prior to maturity at the designated corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of BOKF, NA dba Bank of Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond 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 last business day of the month next preceding such interest payment date (a "Record 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 Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that no later

than each principal payment and/or interest payment date for this Bond it will make available to the Paying Agent/Registrar from the Interest and Sinking Fund as defined by the ordinance authorizing the Bonds (the "Ordinance") the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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 Bond 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 Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, 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.

THIS BOND is one of a Series of Bonds of like tenor and effect except as to number, principal amount, interest rate, maturity and option of redemption, dated as of the Original Issue Date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$9,900,000, for the purpose of construction and improving the City's streets and improving drainage in connection therewith, constructing, improving and equipping the City's parks, including acquisition of land for the City's parks, and to pay the costs incurred in connection with the issuance of the Bonds.

ON AUGUST 15, 2025, or on any date thereafter, the Bonds of this Series maturing on August 15, 2026 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 Bonds called for redemption at the option of the Issuer prior to their stated maturity shall be selected by the Issuer. The Bonds 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 Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

THE BONDS are also subject to mandatory redemption in part by lot pursuant to the terms of the Ordinance, on August 15 in each of the years _____, with respect to Bonds maturing August 15,

20__, in the following years and in the following amounts, at a price equal to the principal amount thereof and accrued and unpaid interest to the date of redemption, without premium:

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	------------------------------

* Final Maturity

The principal amount of the Bonds required to be redeemed as described above may be reduced, at the option of the City, by the principal amount of Bonds which, at least fifty (50) days prior to the mandatory redemption date, (1) have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) have been redeemed pursuant to the optional redemption provisions set forth above and not theretofore credited against a mandatory redemption requirement; *provided*, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, the particular Bonds to be called for mandatory redemption shall be selected in accordance with the arrangements between the City and the securities depository.

NOTICE OF any such redemption of Bonds shall be given in the following manner, to-wit, a written notice of such redemption shall be given to the registered owner of each Bond or a portion thereof being called for redemption not less than 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. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Bond, 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 Bond or any portion hereof. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any 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. 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 bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

IN THE CASE of a redemption at the option of the City, unless the requirements contained in the Ordinance to effect an optional redemption have been met, and money sufficient to pay the principal of, premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that the redemption will, at the option of the City, be conditional upon the satisfaction of the requirements of the Ordinance and receipt of money by the Paying Agent/Registrar sufficient to pay the redemption price of the Bonds called for optional redemption on or prior to the date fixed for such redemption or

upon any prerequisite set forth in the notice. If a conditional notice of redemption is given and the conditions to the redemption are not fulfilled, the notice will be of no force and effect, the City will not redeem the Bonds described in the conditional notice, and the Paying Agent/Registrar will give a subsequent notice in the manner the notice of redemption was made, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Bond 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 bonds, 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 denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond 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 Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond 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 Bond 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 Bond or portion thereof. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Bond or Bonds or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond 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 Bonds 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 Bonds.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond, and the series of which it is a part, is duly authorized by law; that the bonds issued for the permanent improvements heretofore described were approved by a vote of the resident, qualified electors of the City of Midlothian, Texas, voting at an election held for that purpose within the City on May 13, 2006; that all acts, conditions and things required to be done precedent to and in the issuance of this series of Bonds, and of this Bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that sufficient and proper provision for the levy and collection of ad valorem taxes has been made, which is pledged exclusively to the payment of this Bond and the series

of which it is a part; and that the total indebtedness of the City of Midlothian, Texas, including the entire series of Bonds of which this is one, does not exceed any constitutional or statutory limitation.

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

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

City Secretary
City of Midlothian, Texas

Mayor
City of Midlothian, Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

Dated: BOKF, NA dba Bank of Texas,
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE (ATTACHED TO
THE BONDS UPON INITIAL DELIVERY THEREOF):

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

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond 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)

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 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond 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 Bond in every particular, without alteration or enlargement or any change whatsoever.

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 14 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 (and included in the Appendix or under the headings of the Official Statement referred to):

1. The following information for the most recently concluded fiscal year included in the Official Statement: Tables 1, 2, 11 through 15, and 20 contained in Appendix A to the Official Statement; and
2. The annual audited financial statements of the City.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 2 described above, as such principles may be changed from time to time to comply with state law or regulation.



AGENDA ITEM 2015-125

AGENDA CAPTION:

Review and discuss updates to the Comprehensive Plan and direct staff as necessary.

ITEM SUMMARY/BACKGROUND:

Council input is sought regarding updates to the Comprehensive Plan.

SPECIAL CONSIDERATION:

N/A

FINANCIAL IMPACT/FUNDING SOURCE:

N/A

ATTACHMENTS:

1. La Terra Studio proposal

ALTERNATIVES:

N/A

RECOMMENDATION:

Council Prerogative: Direct staff as necessary

Midlothian Comprehensive Plan Update

Midlothian, Texas

1 April 2015 - revision #1

General Project Definition

The Comprehensive Plan Update

1. A Comprehensive Plan Update is a statement of a community's vision of itself now and in the future. It represents the aspirations of the citizens and their goals and objectives for the community.
2. A Comprehensive Plan Update focuses on helping to direct the physical growth, development and redevelopment of the community, through the results of many public and private decisions.
3. The updated Plan is comprehensive in that it deals with the City as a related whole, relating the different geographic, functional parts, and their related systems, to each other in such a way that the community's goals and objectives can be achieved, while community issues are being resolved and opportunities for improved quality of life realized.

Basic Approach

- I. **Team Approach:** By team approach we mean not only the consultant team that has the technical expertise in various substantive elements that comprise a Comprehensive Plan, but also the appointed and elected officials, staff and the numerous civic organizations and individuals that are concerned about the community. We think it is important that the consultant team work closely with all of these individuals and groups throughout the planning process.
- II. **Public Involvement:** To effectively involve civic organizations and individual citizens in the planning process and make them a part of the planning team, a structured approach to public involvement is required. We propose a public involvement process that has the following elements:
- III. **Problem Solving Orientation:**
 - a) Our approach to the development of a Comprehensive Plan will be problem solving oriented. First, we will seek to understand the issues and concerns of Midlothian, and develop solutions that are specific to your needs.
 - b) Secondly, by problem solving oriented we mean: that the process will proceed to - what the community and city leadership wants – it's goals and objectives; and from there to development of alternatives means for achieving its goals; to recommendations on how to implement the means for goals achievement.

Scope of Services

Phase I - Community Vision

Communicate through the community and to the leadership of Midlothian the role of a Comprehensive Plan. This phase will provide the energy and define community issues for previous phases.

Phase II - Project Initiation and the Status of Midlothian

Initiates the project and establishes the basis on which the rest of the plan is developed. This baseline is defined as existing conditions.

Phase III - City Wide Vision Plan

Identifies needs based on technical analysis of data developed in phase one and involves citizens, community groups and Midlothian leadership in refining technical issues and identifying issues and refining goals and objectives concerning community planning and development. Establishes the preferred city wide Vision.

Phase IV - Comprehensive Plan Development

Develops plan elements, policies and programs to address critical issues and achieve community goals and objectives.

Phase V - Implementation

Develops the implementation tools necessary to focus actions needed to ensure plans, guidelines, policies and programs are recommended.

Phase I – Community Vision

TASK 1 COMMUNICATION, OUTREACH, AND MANAGEMENT

1.1 Kick-off Introduction Meeting

The LA TERRA STUDIO Team will conduct a kick off meeting with City staff to confirm final project schedule, define Steering Committee members, receive any and all information on existing Midlothian data / proposed development projects, etc. and generally get the planning project moving forward.

1.2 Assemble and Review Existing Data

Data, reports, studies, digital files, etc. provided to the LA TERRA STUDIO Team for use in the planning process.

- Aerial Photographs
- Digital Base Mapping of City of Midlothian
- Existing Land Use
- Review of Midlothian Reports and Data Sets
- Roadways and Railroads, etc.

TASK 2 STAKEHOLDER INTERVIEWS

2.1 Stakeholder Interviews (45 minutes each)

The LA TERRA STUDIO Team will conduct 40 interviews of the following people individually or in small groups (2-3) to solicit input regarding the Comprehensive Plan. The LA TERRA STUDIO Team will produce the interview questions prior to the interviews. The client will contact and confirm a time for the stakeholder. Client will provide invitations / schedule interviews with meeting rooms for the interviews.

TASK 3 PUBLIC PARTICIPATION & CONSENSUS BUILDING PROCESS

3.1 City Presentations & Meetings

The LA TERRA STUDIO Team will be conducting regularly scheduled presentations to a series of interested stakeholders. These presentations will be focused on the specific topic of the month as the process evolves. The presentations will be aided with a power

point presentation and will include paper handouts. With the proposed schedule in mind, handouts will be distributed 48-hrs.prior to the presentation.

- 3.1.1 Joint City Council / Planning & Zoning Commission – Meeting
This joint meeting of the Midlothian City Council / Planning & Zoning Commission will serve as a review, input, and approval process for the Comprehensive Plan. This meeting will be regularly scheduled. The meetings can be schedule for afternoon or evening depending upon topic and need for public participation.
- 3.1.2 Comprehensive Plan Steering Committee
This is the working group defined of City of Midlothian community leaders that will work with the team toward the completion of the comprehensive plan. There will be monthly regularly scheduled meetings during the planning process. Meetings will be to review/input current materials and plan for upcoming public events.
- 3.1.3 Public Workshops
A series of workshop meetings with Midlothian citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The workshop will be advertised on our comprehensive plan web page and in local newspapers. Client will provide venue reservations and notices to web site and local newspapers.

- Public Workshop #1
- Public Workshop #2
- Public Workshop #3
- Public Workshop #4

- 3.2 Communication & Consensus
The LA TERRA STUDIO Team will develop and maintain a series of communication systems that are specifically targeted to receiving input during the planning process. The modes of communication target the many different social-economic groups in the community.
 - 3.2.1 Media News Release -
The team will develop a written news release for the local Midlothian and DFW newspapers that will define upcoming events and planning topics looking for community input. The LA TERRA STUDIO Team will write two (2) pieces over the planning period. Distribution of the copy will be completed by the client.
 - 3.2.2 Comprehensive Plan Logo
The LA TERRA STUDIO Team will create one logo for use during the planning process which can go on graphics and city's web site.
 - 3.2.3 Comprehensive Plan Web Page
The LA TERRA STUDIO Team will work with the city's web site manager to supply content from the comprehensive planning process that can be used and accessed by local citizens. Input by the community will be planned for through this site.
- 3.3 Visioning, Goals & Objectives Statement - Preliminary
The Team will develop a preliminary set of goals and objectives to evaluate the alternative comprehensive plan scenarios and eventual preferred scenario, and land

use plan against. The initial goals and objectives statement will come from the stakeholder interviews. The team will attempt to get the goals and objectives to be measurable, such as an example level of service, as possible. These goals and objectives will be organized in a series of categories, such as transportation, land use, infrastructure systems, quality of life, and others.

Phase II - Project Initiation and the Status of Midlothian

TASK 4 EXISTING CONDITIONS ANALYSIS

- 4.1 Natural Systems Plan
The LA TERRA STUDIO Team will develop a plan graphic that defines the location and influence of natural systems on the comprehensive planning area. The following systems will be mapped in a single graphic plan in color for the City. This element shall provide a thorough analysis of the natural systems that support Midlothian's urban environment.
- 4.2 Existing Land Use
The LA TERRA STUDIO Team will develop a plan graphic that defines the location and influence of existing land uses in the comprehensive planning area. LA TERRA STUDIO Team will complete a visual reconnaissance of the City of Midlothian, taking digital photographs to record issues. The following systems will be mapped in a single graphic plan in color for the City (with relationships to current plans in Midlothian).
1. Residential (several density types)
 2. Retail
 3. Office
 4. Industrial
 5. Entertainment
 6. Transportation
 7. Recreation
- 4.3 Economic Development / Real Estate Market Analysis
The LA TERRA STUDIO Team will develop series of real estate growth projections for the city. These projections will be based on current and expanded growth models gathered in the region. The analysis will define growth opportunities for the area.
- 4.3.1 Midlothian Economic Development 4A
Review and update development trends and conditions accordingly as noted in the 4A Economic Development Plan. Economic Conditions and Trends and Market Overview will be reviewed in the Economic Development Section as guided by the M.E.D. 4A.
- 4.3.2 Real Estate Market Projections & Land Use Trends
The team will work support a real-estate growth projections, in acres of new development, for a comprehensive set of land uses. This analysis will follow 3 different growth curves (high, moderate, and low) for 20 years. Intervals of 5 years will be provided. Land use will include; residential (3 types), service retail, corporate, office, freeway retail, industrial / flex, R&D, and others.
- 4.4 Population & Demographics

Demographic data required for analysis. Data sources will be gathered from local sources and their current population models. Defining growth projections, reviewing population trends, demographics analysis for an understanding on future and historic growth rates.

4.5 Transportation

The existing roadway network and its planned expansion as indicated by the current thoroughfare plan, along with other modes will be shown on a single plan document, identified on a map. This system will include state, county and local roadways. The mapping will include:

- 4.5.1 Existing Roadway System and capacity
- 4.5.2 Existing Railroad System

Public Workshop #1

This workshop meeting of Midlothian citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The workshop will be advertised on the comprehensive plan web page and in local newspapers.

TASK 5 OPPORTUNITIES AND CONSTRAINTS PLAN

5.1 Vision Opportunities – Physical Framework

The LA TERRA STUDIO Team will develop a series (2) of graphic plans (natural systems and man-made systems) that will establish growth and development zones for the City of Midlothian, based on the collective set of goals and objectives as established by the stakeholders of Midlothian. The plans will physically define areas for growth as related to an analysis of the opportunities and constraints analysis.

5.2 Visioning, Goals & Objectives Statement - Final

The Team will develop a final set of goals and objectives to evaluate the alternative comprehensive plan scenarios and eventual preferred plan against. The initial goals and objectives statement will come from the stakeholder interviews. The team will attempt to get the goals and objectives to be measurable, as to a level of success or service, as possible.

Phase III – City Wide Vision Plan

TASK 6 ALTERNATIVE SCENARIOS (3)

6.1 Alternative Vision Scenarios (3) and Resulting Implications

The LA TERRA STUDIO Team will develop three (3) comprehensive plan vision scenarios for the city. The scenarios will project land uses as a total percentage the city. Specific land uses will identify with the unique / regions / opportunities of the community. Each scenario will generate an implication to the common following issues and others that may result from stakeholder input:

- a) Economic development opportunities
- b) Land uses
- c) Environmental & natural systems
- d) Transportation
- e) Relationship to goals & objectives

- 6.2 Meeting Series
Over the course of the week the LA TERRA STUDIO Team will conduct several meetings including:

Joint City Council / Planning & Zoning Commission
Steering Committee

Public Workshop #2

This workshop meeting of Midlothian citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The workshop will be advertised on the comprehensive plan web page and in local newspapers.

TASK 7 PREFERRED SCENARIO (1)

- 7.1 Preferred Scenario Plan (1) and Resulting Implications

The LA TERRA STUDIO Team will develop one (1) preferred comprehensive plan vision scenarios for the city, as a result of the comprehensive input received by the planning team. The single scenario will project land uses as a total percentage the city. Specific land uses will identify with the unique / regions / opportunities of the community. The scenario will generate an implication to the common following issues and others that may result from stakeholder input:

- a) Economic development opportunities
- b) Land uses
- c) Environmental & natural systems
- d) Transportation
- e) Relationship to goals & objectives

Public Workshop #3

This workshop meeting of Midlothian citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The workshop will be advertised on the comprehensive plan web page and in local newspapers.

Phase IV – Comprehensive Plan Development

TASK 8 FUTURE LAND USE ELEMENT

Develop a Future Land Use Plan Element, as a part of the Comprehensive Plan that defines the relationship of a future development to other systems. The data will include a graphic map including all land use categories. This element will include the following data, plan graphics, and supporting information:

- 8.1 Future Land Use Plan

The team will develop a land use plan that responds to the input received on the preferred alternative scenario and related growth projections. The land uses will be identified as a part of a module base system (currently used in Midlothian Comprehensive Plan) and/or individual land uses. Related modules/land uses are listed and will have supporting tabature data and text:

Residential	(5 to 9 density/building typologies)
Office	(2 to 3 types)
Mixed Use	
Industrial	
Retail	(2 to 3 types)
Public Facilities	(3 to 5 types)
Parks	

8.2 Annexation Strategy Guide and Plan

Develop a comprehensive and concise set of growth management goals and policies to guide decisions regarding growth. Such work will include recommendations for annexation planning and adoption of a final annexation plan for the future. City Staff will develop a majority of this information and the LA TERRA STUDIO Team will incorporate it accordingly into the plan. May include items such as:

- a) Review and update the 2012 long range annexation plan.
- b) Prioritization & scheduling of specific annexation areas (5/10/15-yr. program).
- c) Coordination with capital improvements (CIP) programming.
- d) Conduct fiscal impact analysis for annexation decisions as appropriate.
- e) Identify ETJ areas that would benefit from zoning code implementation.
- f) Project and map future growth pattern for both city and ETJ.

TASK 9 TRANSPORTATION ELEMENT

An update to the Thoroughfare Plan will be prepared by FNI with support by LA TERRA STUDIO in conjunction with the update to the Comprehensive Plan.

9.1. Review NCTCOG Regional Travel Demand Model Representation

9.1.1

FNI will collaborate with City staff to review the NCTCOG 2035 travel demand model representation of the city's trip generation characteristics for each traffic analysis zone. FNI will collaborate with City staff to document significant differences between the NCTCOG model and the City staff estimates of development characteristics in the 20 year horizon. City staff will coordinate with NCTCOG staff to update the future land use assumptions in the model as deemed appropriate. FNI will estimate the trip generation differentials to adapt the NCTCOG model output to better represent the trip generation of the current 20-year vision for development in Midlothian.

9.1.2

FNI will collaborate with City staff to review the NCTCOG 2035 travel demand model representation of the city's major street network and how trips to and from each traffic analysis zone are distributed into the network. FNI will collaborate with City staff to document significant differences between the NCTCOG model and the City's anticipated major roadway network in the 20 year horizon. City staff will coordinate with NCTCOG staff to update the roadway network in the model as deemed appropriate.

9.1.3

FNI will collaborate with NCTCOG to discuss with City staff the processes and procedures for utilizing the NCTCOG travel demand model's trip tables and network link structure to assess future development and roadway investment scenarios for the future.

9.1.4

FNI will review with City staff and demonstrate an alternative methodology for representing the Midlothian roadway network and the traffic that would be generated upon it during the AM and/or PM peak periods of the day by the proposed land uses. If

this alternative methodology is considered worthy of further development, an addendum to the scope of work will be negotiated.

9.2 Estimate Future Year Traffic Volumes for Arterials

The roadway classification and number of lanes ultimately required on the major roadway network will be guided by forecasts of future traffic volumes.

9.2.1

Utilize the NCTCOG travel demand model output, including peak hour and daily traffic volumes, enhanced as needed to reflect refinements in the 20-year horizon development, to estimate the 20-year traffic volumes on the planned arterial roadway network.

9.2.2

Utilize the trip generation characteristics of the future land uses planned along the major arterial roadway corridors to estimate the long range travel demand along the major arterial network.

9.3 Prepare an Updated Thoroughfare Plan

Additional or modified major roadway segments will be justified and the remaining major roadway network classifications will be confirmed.

9.3.1

Evaluate the need for new or extended arterial network segments to address overdeveloped singular roadways and changes in development patterns and initiatives. Using the travel demand modeling tool, examine the changes in travel demand on the network of roadways incorporating the new and modified roadways and assess the appropriate roadway sections.

9.3.2

Verify the appropriateness of the classification and standard design section of all arterial classification roadways in the current Thoroughfare Plan. For roadways that need reclassification or a change in standard design section, prepare a justification summary and proposed revised classification and/or modified standard design section.

9.3.3

Update the Thoroughfare Plan map by FNI. LA TERRA STUDIO will complete graphics for standard design sections established at by FNI. The series of street cross-sections will promote pedestrian mobility, street edge development potential, sidewalk treatments and safety zones. Prepare a report documenting the process of updating the plan.

9.4 Identify Needed Policy Modifications to Support Thoroughfare Development

Review the current procedures for planning, designing, funding and constructing the city's thoroughfares and suggest additions and modifications to support effective infrastructure implementation to support development.

9.4.1

Review the need and potential for adoption of a program of Access Management, to encourage adjoined parking lots and cross access, control of driveway allowance and spacing, raised medians and openings and other measures to enhance capacity and safety.

9.4.2

Review the need and potential for adoption of a program of Complete Streets, to guide the development of public streets to consider accommodations for motor vehicles, bicycles, and pedestrians.

9.4.3

Prepare draft guidelines for developer participation in roadway implementation, cognizant of the city's Traffic Impact Fee program.

9.4.4

Prepare a technical memorandum documenting the development of new and modified policies to support the orderly development of the city's thoroughfares.

TASK 10 PARKS, OPEN SPACE, TRAILS & PEDESTRIAN MOBILITY ELEMENT

Recommendations will be made, relating to the modifications and LOS needed to integrate the park and future land use together. Review and update the 2009 Trails Plan and consider transforming same plan into a Pedestrian Mobility Plan. Identify key nodal linkage areas (e.g. neighborhood to parks, retail districts to neighborhoods) and consider incorporating a bike element into the Plan. Create the following plan graphics, LOS tabulation data and supporting text:

10.1 Park and Open Space Plan

10.2 Trails and Pedestrian Mobility Plan

TASK 11 URBAN DESIGN ELEMENT

The LA TERRA STUDIO Team shall evaluate policies and guidelines resulting in a series of design regulations / guidelines to promote economic development and increased "Quality of Life" for citizens. This component would establish design polices aimed at defining the physical form of the city by determining design elements that may be desired in the city's landscape. Recommendations for elements will include:

11.1 Locations for gateway elements along major thoroughfares.

11.2 Develop a technical memorandum on recommendations to design guidelines for west Midlothian after a review of existing guidelines.

11.3 Create a design recommendation regarding the visual impact of strip retail development vs. compact (denser) development.

11.4 Create a design concept emphasizing and promoting a City Center that responds to the historic context. (Specific Plan)

11.5 Create a series of street cross-sections that promotes pedestrian mobility and street edge, sidewalk treatments and pedestrian space. (completed in transportation element)

11.6 Create guidelines for both rural and urban cityscapes defined in street cross sections. (completed in the transportation element)

Public Workshop #4

This workshop meeting of Midlothian citizens & stakeholders will serve as a review, input, and approval process for specific tasks related to the development of the Comprehensive Plan Update. This meeting will be regularly scheduled. The workshop will be schedule for evening to maximize public participation. The workshop will be advertised on the comprehensive plan web page and in local newspapers.

TASK 12 CAPITAL IMPROVEMENT PROGRAM - CIP Plan

The LA TERRA STUDIO Team will develop a conceptual CIP Plan that can be integrated into the City's current program as a blending of current and proposed initiatives. The Comprehensive Plan is recognized as a key component of the Capital Improvement Program because it determines the strategic goals that the City aims to achieve over the long term via its program of capital investments.

a) Prepare a preliminary rough cost analysis in an order-of-magnitude style for the listed improvements.

b) Identify resources for meeting the Plan's needs as well as on-going operations and costs (e.g., city funds, development impact fees, GO bonds, certificates of participation, state and federal grants, user fees, etc.).

Phase V - Implementation

TASK 13 COMPREHENSIVE PLAN ADOPTION & PUBLIC PARTICIPATION

13.1 Adoption Report

Team to produce ten (10) copies of a DRAFT Comprehensive Plan report for review and comment during public adoption process. The report in a 3-ring notebook format will include plan graphics, tabular data, photographs and text related to plan and its process. A final legal review of the completed Plan would also occur by City during this task. Edits and changes suggested and confirmed to this report are then made for final Comprehensive Plan Update report.

13.2 Comprehensive Plan Steering Committee

This is the working group defined of City of Midlothian community leaders that will work with the team toward the completion of the comprehensive plan. Meeting will be to review/input adoption report materials and plan for upcoming public events

13.3 Joint City Council / Planning & Zoning Commission Hearing

The LA TERRA STUDIO Team will make a presentation summarizing the recommendations within the newly developed Comprehensive Plan Update. Adoption is considered at this meeting.

TASK 14 COMPREHENSIVE PLAN DOCUMENT

14.1 Final Midlothian Comprehensive Plan Update Report

Team to produce twenty (20) copies of the Final Comprehensive Plan Update report for use in a 3-ring notebook format. This would involve the incorporation of all completed Plan components into a designed and formatted template for publishing in both paper and electronic form. Report to include plan graphics, tabular data, photographs and text related to plan and its process.

14.2 Digital Files for Comprehensive Plan Reports, Plan Graphics & Presentations

The LA TERRA STUDIO Team will create a digital file including Final Comprehensive Plan Update report, plan graphics, monthly presentations and correspondence records. This file will be written on a CD in a computer program and format compatible to the City and copied on three (3) CD's and delivered to City.

End of Basic Scope of Services

Additional Tasks for Consideration

Additional tasks provided to the City as a menu of additional items they may want to consider. Each task can be included with the development of this comprehensive plan update. Professional fee for each task is identified on the fee schedule.

TASK 15 IMPLEMENTATION PLAN ELEMENT

The LA TERRA STUDIO Team will compile an implementation plan supported by the elements of the comprehensive plan, placing following current fiscal planning strategies, creating economic development and increasing quality of life of citizens. The strategy will include:

- a) Create a priority list of needs ranked in order from highest to lowest priority and state a timeline (short, medium & long) when the needs shall be met.
- b) Lists shall be area and/or facility specific, and be ranked according to priority order.
- c) Identify specific areas intended for additional study/ acquisition on a map, identified as a need, discussed, and prioritized in the plan.
- d) Identify the office or department within the City that will own/manage a majority of the project.

TASK 16 SPECIFIC PLANS

The LA TERRA STUDIO Team shall create a set of development concepts that support the quality of development for special districts in Midlothian. These plans will define parking areas, buildings (existing and proposed), pedestrian access ways, street frontage relationships, pedestrian connections into adjacent neighborhoods. Areas will include:

16.1 Old Town Study Regions

a. North 8th Street Corridor / Town Center Specific Plan

Town Center buildings (existing and proposed), street character, pedestrian walkways, parking areas, landscaped areas and site amenities. (plan and section)

b. Main Street Corridor/ Town Center Specific Plan

Town Center buildings (existing and proposed), street character, pedestrian walkways, parking areas, landscaped areas and site amenities. (plan and section)

c. Original Town Specific Plan

Plan and recommendations for the large area commonly known as Original Town, from Overlook to 8th Street and I Street to Bowie. Define a framework for new development and the protection of historic assets. Link together with pedestrian connections and define special streets to connect with the Town Center. Recommendations will include buildings (existing and proposed), street character, pedestrian walkways, parking areas, landscaped areas and site amenities.

16.2 Specific Plan Design Process

Each plan will go through a 3-phase process of: draft, rough final and final for all graphics which will be in color and to scale and have summary text to define design components.

TASK 17 CONSENSUS BUILDING DOCUMENTATION

The LA TERRA STUDIO Team will provide a set of detailed data, information and inputs that defines the direction and choice of the City toward this Comprehensive Plan.

- 17.1 This will include sign in sheet records for meetings, PowerPoint presentations as record, photographs of meetings and other value added information to help provide supportive legal records.*

End of Additional Scope of Services



AGENDA ITEM 2015-126

AGENDA CAPTION:

Consider and discuss potential topics for future City Council workshop sessions and direct staff accordingly.

ITEM SUMMARY/BACKGROUND:

Council input is sought regarding topics, dates and times for future workshop. A break in the workshop calendar has been proposed for the months of May, June and July.

SPECIAL CONSIDERATION:

N/A

FINANCIAL IMPACT/FUNDING SOURCE:

N/A

ATTACHMENTS:

ALTERNATIVES:

N/A

RECOMMENDATION:

Council Prerogative: Finalize agenda topics, dates and start times