GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Monday, July 19, 2021
6:00 p.m.

DEFINITIONS:

Written Briefing: **Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.**

Verbal Briefing: **These items do not require written background information or are an update on items previously discussed by the Council.**

The meeting will be broadcast on City of Garland Government Access Television (CGTV). CGTV is available via GarlandTX.gov, channel 16 (Spectrum), Channel 44 (Frontier), and channel 99 (AT&T U-verse). Meetings are broadcast online via live streaming and on-demand, and air on CGTV with several rebroadcasts during the week of the meeting.

Alternatively, the meeting will be broadcast by webinar at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_pvY9gBFGRCSJHG9qC8kmQQ

The meeting ID is: 960 7121 8712

For those without internet access to the meeting, a dial-in option is available. The numbers are:

346-248-7799
470-250-9358
470-381-2552

Whether you are attending the meeting in-person or via webinar, if you wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. Once the City Council has begun its discussion of the agenda, you will not be recognized to speak. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

REGISTRATION : If you are attending the meeting via webinar, Registration for the webinar will be required for any citizen wishing to speak. If you choose to speak via the webinar, you must use the "raise hand" feature in order to be recognized.

IN-PERSON COMMENTS: If you are attending the meeting in-person, Registration will be required for any citizen wishing to speak. Speakers shall register using the electronic registration kiosks in the lobby of City Hall.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. BRAILLE IS NOT AVAILABLE.

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefing:

a. Neighborhood Vitality Matching Grant Spring 2021 Applications

Council is requested to approve the Heron's Bay Estates and Northlake Estates applications as submitted. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the August 3, 2021 Regular Meeting.

b. Electric Utility Direct Purchase Notes

Council is requested to authorize staff to terminate Electric Utility System Commercial Paper Program, Series 2018 and establish Electric Utility System Commercial Paper Notes Program, Series A. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the August 3, 2021 Regular Meeting.

4. Verbal Briefings:

a. Garland Housing Finance Corporation Report

David Gibbons, Executive Director of the Garland Housing Finance Corporation, will provide Council with an update.

b. Interview for Appointment to the Texas Municipal Power Agency

Council will conduct interviews with applicants and discuss the appointment/reappointment process for the City of Garland's representation on the Texas Municipal Power Agency.The term for Mr. Jefferies expires on July 18, 2021.

c. Consideration of the Fall 2020 Neighborhood Vitality Matching Grant(NVMG) Application from the Trails Recreation Club

The Trails Recreation Club is an applicant to the Fall 2020 Neighborhood Vitality Matching Grant (NVMG) program. The Community Services Committee reviewed the application on March 9, 2021 and recommended a discussion with the City Council, particularly in regard to the applicant charging a fee for use of its facilities for non-members. Trails has since modified their application to remove the fee.

d. Public Safety Committee Report

Council Member Robert Vera, Chairman of the Public Safety Committee, and Chief Jeff Bryan, Staff Liaison to the Committee, will provide a committee report on the following items assigned to the Committee:

- *Review and Consider Modifying Parking Enforcement Actions on Streets Under Construction*

e. Parking Enforcement Program Update and Proposed Ordinance Amendment

The Council requested that the City Marshal's Office update Council from time to time about the status of the parking program. In addition, the Public Safety Committee has made a recommendation to update the parking ordinances to make certain parking restrictions inapplicable in the area of City construction projects.

f. Audit Committee Meeting Report

Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- *Police School Resource Officer (SRO) Program Audit*
- *Fuel Card Program Management Audit.*

5. Discuss Appointments to Boards and Commissions

Mayor Scott LeMay

- Eric Duggan - Garland Youth Council
- Jotham Simon - Garland Youth Council

Council Member Jeff Bass

- Ariella Colunga - Garland Youth Council
- Serene Haroon - Garland Youth Council

Council Member Deborah Morris

- Marione Ogboi - Garland Youth Council
- Medina Yasin - Garland Youth Council

Council Member Ed Moore

- Wesley Johnson - Board of Adjustment
- Justina James - Community Multicultural Commission
- Rueben Lael Griffin - Cultural Arts Commission
- Robert Bruns - Environmental Community Advisory Board
- Lisa Araiza - Library Board
- Jerry Carter - Parks & Recreation Board
- Stephanie Paris - Plan Commission
- Vicki Wohlander - Property Standards Board
- Forrest Oliver - Senior Citizens Advisory Board
- Joffrun Alexander - Tax Increment Finance #1 Downtown Board
- Lisa Roark - Tax Increment Finance #2 South Board
- David Perry - Tax Increment Finance #3 Board
- Calvin Nichols - Unified Building Standards
- Leah Tharakan - Garland Youth Council
- Anne-Marie Schlueter - Garland Youth Council

Council Member Rich Aubin

- Nia Pellegrin - Garland Youth Council
- Victoria Penick - Garland Youth Council

Council Member Robert Vera

- Daniyal Saleem - Garland Youth Council
- Emilio Arevalo - Garland Youth Council

Mayor Pro Tem Dylan Hedrick

- Hailey Gonzalez - Garland Youth Council
- Julian Rashod Brown-Griffin - Garland Youth Council

Council Member Robert John Smith

- John McDonald - Board of Adjustment
- Kymberlaine Banks - Community Multicultural Commission
- Lupita Torres - Cultural Arts Commission
- Robert Kaaa - Environmental Community Advisory Board
- Trellas Gotcher - Library Board
- Kenia Hudson-Ott - Parks & Recreation Board
- Christopher Ott - Plan Commission
- Dale Long - Property Standards Board
- Kim Everett - Senior Citizens Advisory Board
- Joseph Schroeder - Tax Increment Finance #1 Downtown Board
- Carissa Dutton - Tax Increment Finance #2 South Board
- Tony Torres - Tax Increment Finance #3 Board
- James Hope - Unified Buildiing Standards Board
- Nkemsinachi Ukachi-Nwata - Garland Youth Council
- Christian Williams - Garland Youth Council

6. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

7. Council will move into Executive Session

EXECUTIVE SESSION
AGENDA

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

The City Council will adjourn into Executive Session under Sections 551.086 and 551.071 of the Texas Gov't Code to deliberate or discuss the following:

Competitive matters relating to (1) GP&L operations within and since the weather related electric curtailment event earlier this year and (2) future operational strategies; and attorney/client matters concerning privileged and unprivileged information related to the same.

8. Adjourn

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3. a.**

Meeting Date: July 19, 2021

Item Title: Neighborhood Vitality Matching Grant Spring 2021 Applications

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

The Community Services Committee recommends approval for Heron's Bay Estates and Northlake Estates as submitted. Applications from Brentwood Village and Spring Park South are still under review.

Recommendation/Action Requested and Justification

Staff has reviewed the applications to ensure compliance with the program guidelines. Any issues identified during the review process are indicated on the project summary sheets.

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the August 3, 2021 Regular Meeting.

Attachments

2021 NVMG Spring Projects

GARLAND

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

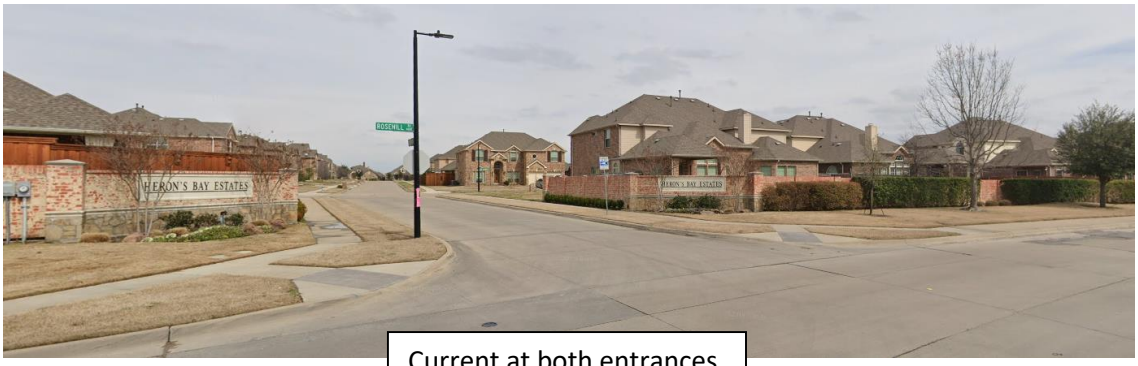
1. Neighborhood Association: Heron's Bay Estates
Project Name: Entrance Enhancement
Project Location: Corner at Blue Heron and Rosehill Road and the corner at Sanderling and Rosehill Road (general area 4415 Rosehill Road) (District 3)

Total Project Cost:	$35,000
Requesting Amount:	$28,000
Neighborhood Match:	$7,000
Match %:	20%

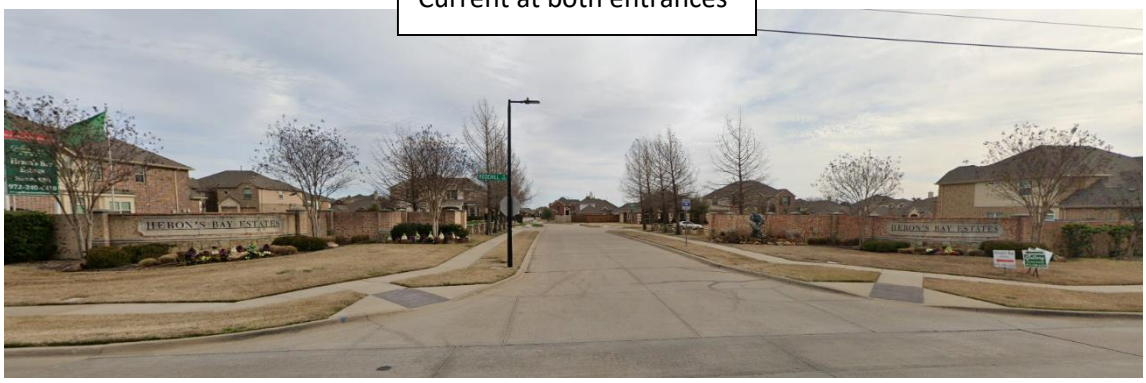
*Note: Neighborhood Associations can receive up to $100,000 every 5 years. Adding reimbursement costs from Spring 2016, Heron's Bay has received $70,603.91 allowing $29,396.09 for this project.

Project Summary:

- Applied for project in Spring 2020. Reviewed by Community Services Community but did not come back due to a change in project direction.
    - Previous project proposal: -Install a 6-8' statue at the Sanderling entrance into the neighborhood. Statue would be similar to the main entrance located at Rosehill Road and Blue Heron Drive.
- Spring 2021 project proposal: Project A: Install a matching pondless water feature across from the Rosehill & Blue Heron entrance. Theme: Herons.
  Project B: Install a pondless waterfall feature under both entrance signs into the neighborhood.



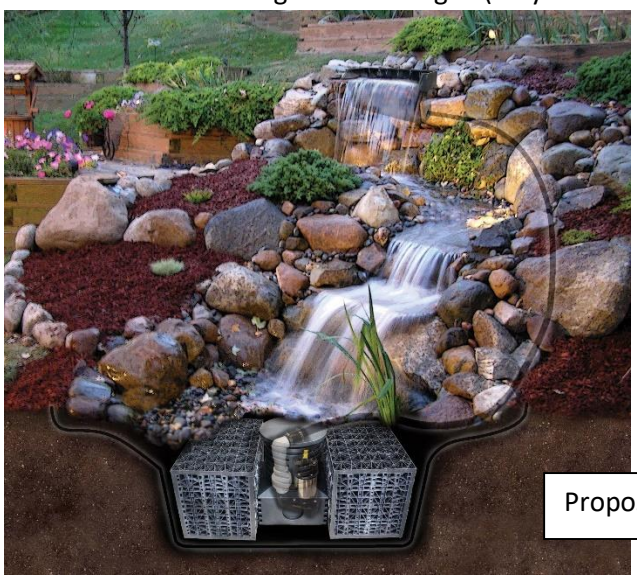
Current at both entrances

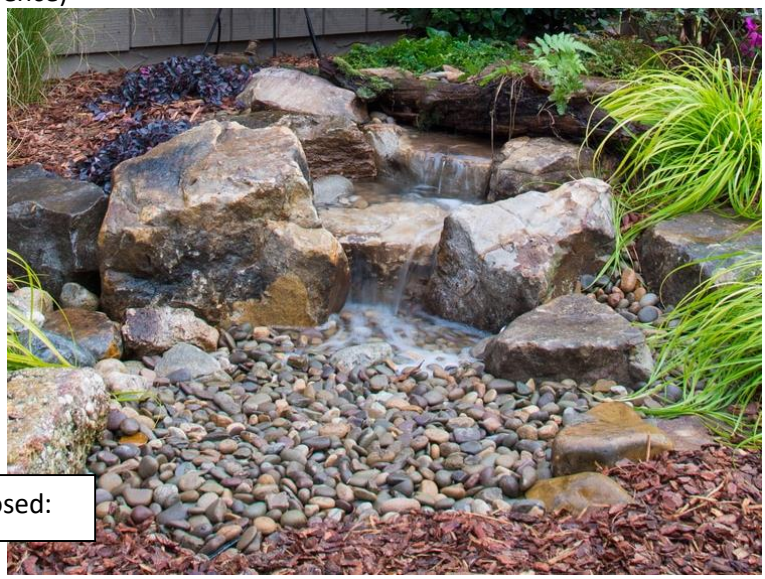


Current status of Rosehill Road and Sanderling Drive entrance

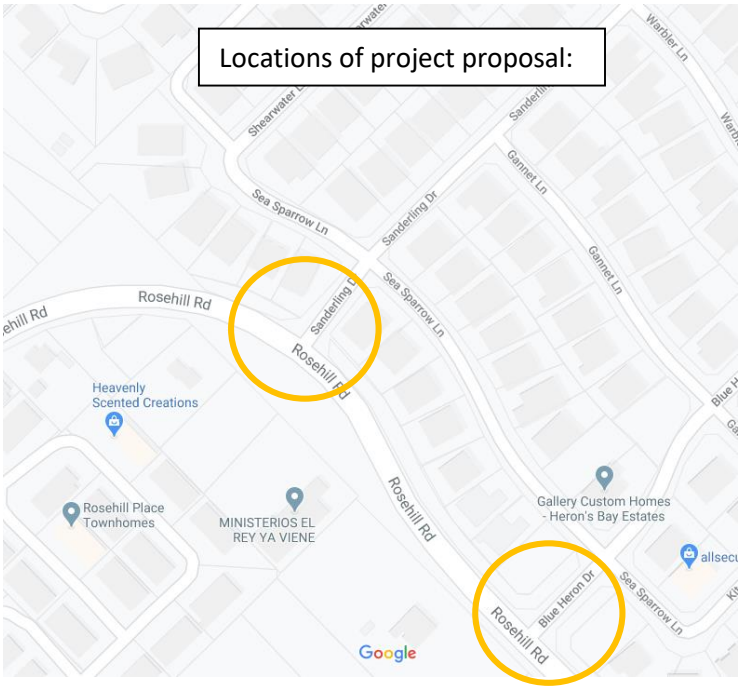
Current status of Rosehill Road and Blue Heron Drive entrance

Pondless waterfall images from Google: (only for refrence)





Proposed:



Neighborhood: Heron's Bay Estates includes around 185 single family homes.

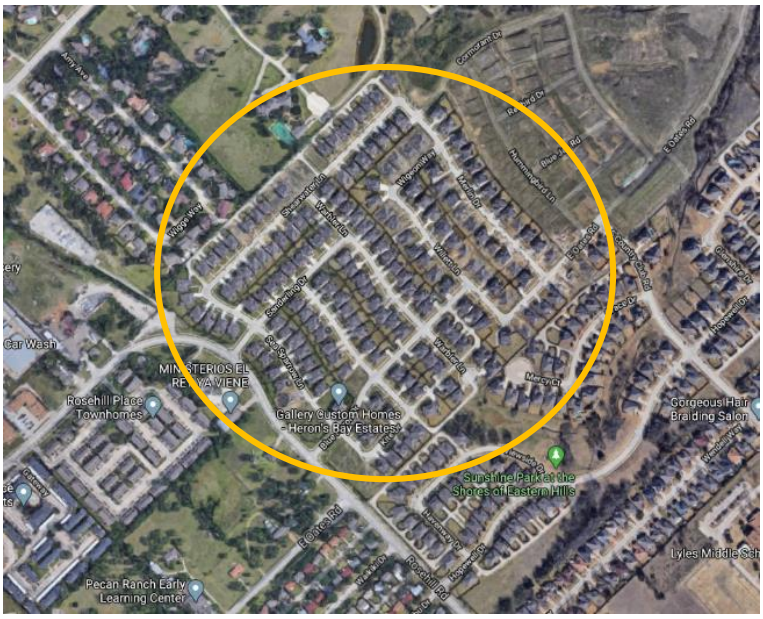
Neighborhood Boundaries:

North- Merlin Drive
South- Rosehill Road
East- Kite Drive
West- Shearwater Lane

Project Goals: To beautify entrances, increase neighborhood identity and build a stronger community

Future Maintenece: Heron's Bay has a mainteence budget and hired contractor to conduct bi-weekly visits.

Maps of neighborhood:



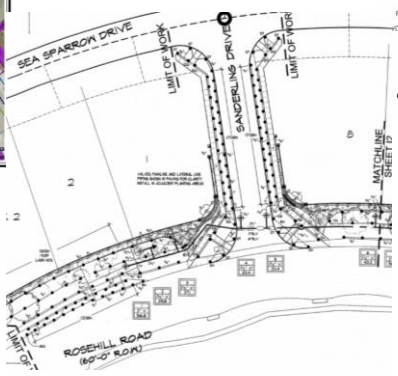
Staff Comments on Previous (Spring 2020) Proposal:

Engineering Department:

- GIS Map – there is an existing 8" water main within the right-of-way along Sanderling Drive, between the sidewalk and the curb; private improvements must be a minimum of 7.5 feet from the water main.

- Plat Markups (green highlights are HOA lots, pink highlights are easements) – there are HOA lots along Rosehill Road, but none along Sanderling Dr; a license agreement would be needed for any private improvements within the City right-of-way.

- Rosehill and Sanderling Irrigation – I have attached the irrigation plan for this area from the original construction plans; the HOA is heavily irrigated and lines would need to be adjusted to accommodate any sculpture.



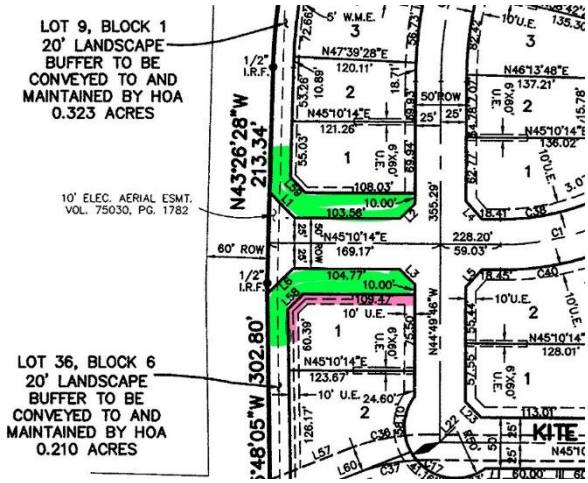
Staff Comments on Current Proposal:

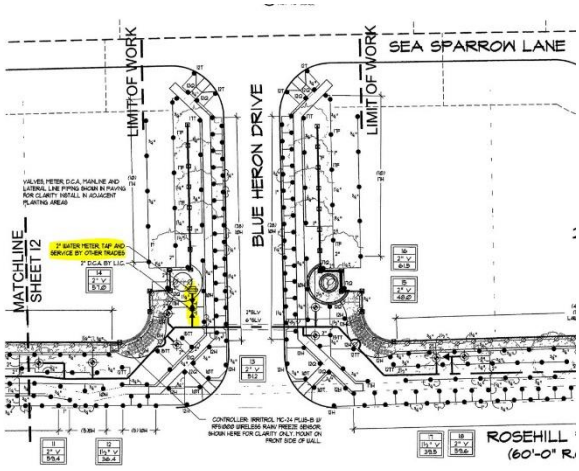
Engineering Department:

- GIS Map there is an existing 8” water main within the right-of-way along Blue Heron Drive, between the sidewalk and the curb; private improvements must be a minimum of 7.5 feet from the water main.

- Plat Markups (green highlights are HOA lots, pink highlights are easements) – there are HOA lots along Rosehill Road and Blue Heron Dr; a License Agreement would be needed with the Engineering Department for any private improvements within the City right-of-way.

- Rosehill and Blue Heron Irrigation – I have attached the irrigation plan for this area from the original construction plans; the HOA is heavily irrigated and lines would need to be adjusted to accommodate any additional sculpture. There is an irrigation meter and service tap on the northwest side of Blue Heron (see yellow highlight).





Office of Neighborhood Vitality:

- Entry features (new construction) are an eligible project under the matching grant program.
- Ensure all potential building permits are obtained and paid for prior to construction.
- ONV assisted in payment of previous entrance upgrades. Keeping as many elements to previous project is encouraged.

Community Services Committee Recommendation:

- Meeting date: June 8, 2021
- Recommendation: Approval of request as presented

NEIGHBORHOOD VITALITY MATCHING GRANT

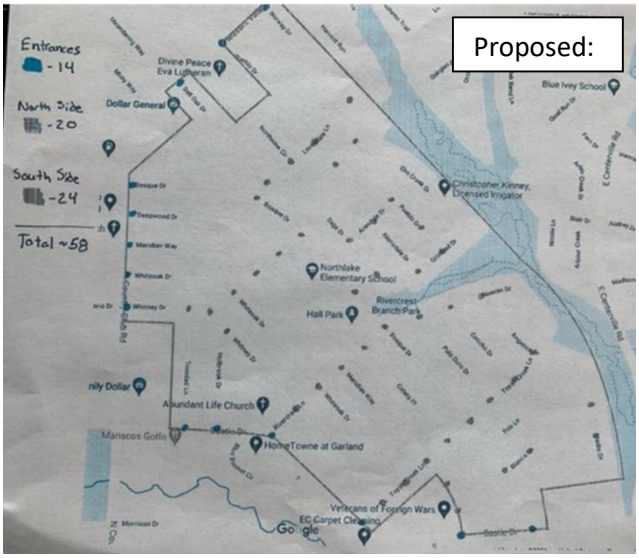
PROJECT SUMMARY

2. Neighborhood Association: Northlake Estates Crime Watch
Project Name: Sign Toppers
Project Location: Around entire neighborhood, 1645 Bosque Drive
City Council District 1 – Spring 2021 Cycle

Total Project Cost:	$4,112.42
Requesting Amount:	$4,112.4
Neighborhood Match:	$0
Match %:	0%

Crime watch association is reflected as voluntary
Project Summary:

- Install 58 sign toppers to provide neighborhood identification for residents & guests.
- Oak tree as icon on toppers.



Neighborhood: Northlake Estates Crime Watch includes over 250 single family homes adjacent to Hall Park.

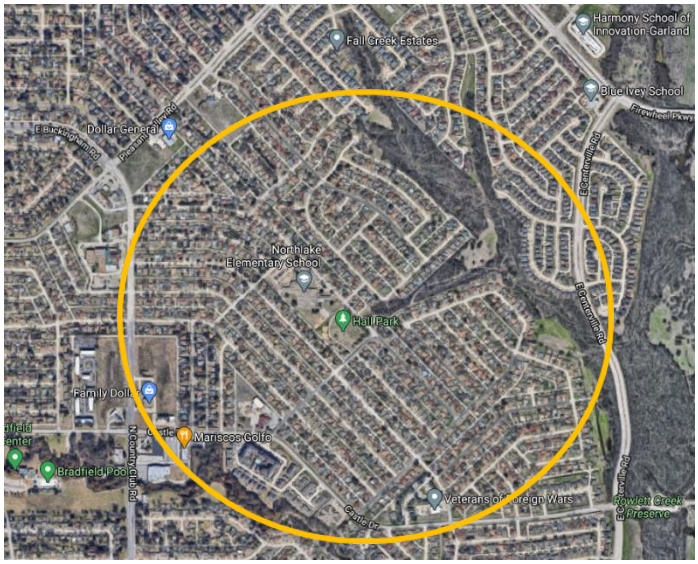
Neighborhood Boundaries:

- North – Pleasant Valley Road
- South – Castle Drive
- East – E Centerville Road
- West – Country Club Road

Project Goals: Continue to care for neighborhood with subtle affordable improvements.

Future Maintenance: Minimal maintenance after project completion. Replacement of occasional damage topper

Map of neighborhood:



City Staff Comments on Proposal:

Office of Neighborhood Vitality:

-Sign toppers are an eligible project under the NVMG program.
-Recommend to have 2 toppers just in case damage occurs after installation.
-Purchase 2 additional (total of 60) or install 2 less toppers (total of 56).
-Installation costs come to $2,030.

Transportation Department:

-Mike Hilton approves application for sign toppers for Northlake Estates.
-Transportation will not replace any signs that get damaged unless the organization has extras.
-Purchasing extras is encouraged.
-Letters must be a minimum of 2" tall.
-Needs a list/map of all locations to install toppers

Community Services Committee Recommendation:

- Meeting date: June 8, 2021
- Recommendation: Approval of request as presented

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. b.**

Meeting Date: July 19, 2021
Item Title: Electric Utility Direct Purchase Notes
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Reliable, Cost Efficient Utility Services
Sound Governance and Finances

ISSUE

The Electric Utility Tax-Exempt Commercial Paper Program was approved in 2018. The program has been a low cost financing tool for the construction of various capital projects approved in the Capital Improvement Program. Staff is requesting Council to consider termination of the 2018 program and authorization to establish a 2021 Electric Utility System Commercial Paper Notes Program, Series A.

OPTIONS

1. Authorize staff to terminate Electric Utility System Commercial Paper Program, Series 2018 and establish Electric Utility System Commercial Paper Notes Program, Series A.
2. Do not Authorize staff to terminate Electric Utility System Commercial Paper Program, Series 2018 and establish Electric Utility System Commercial Paper Notes Program, Series A.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the August 3, 2021 Regular Meeting.

BACKGROUND

The Electric Commercial Paper Program, Series 2018 is set to expire and staff desires to continue utilizing short-term notes to finance future system improvements. Ongoing system improvements anticipated to be debt funded in the near term are projected to require a program with a capacity of $150 million.

CONSIDERATION

Staff has been working with Hilltop Securities and McCall, Parkhurst & Horton LLP, the City's financial advisor and bond counsel respectively, to solicit qualified liquidity providers and has determined that Wells Fargo offers the best value to the City for short-term interim financing for Capital Improvements. Wells Fargo has offered a Direct Purchase Commercial Paper Note Program which is very similar to a traditional Commercial Paper Program. The primary difference between a traditional Commercial Paper Program and a Direct Purchase Commercial Paper Program is that under a Direct Purchase agreement, the bank acts as both the liquidity provider and buyer of the notes rather than remarketing the notes to other entities.In addition, the Direct Purchase Commercial Paper Program provides flexibility for both tax-exempt capital financing and taxable funding for fuel and energy purchases.

Attachments

CP Ordinance Draft

Note Purchase Agreement

Draft 7/14/21

ORDINANCE NO. ___
OF THE CITY OF GARLAND, TEXAS

AUTHORIZING THE ISSUANCE OF

_____

CITY OF GARLAND, TEXAS
ELECTRIC UTILITY SYSTEM
COMMERCIAL PAPER NOTES, SERIES A

_____

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EXHIBIT C -- FORM OF TECP MASTER NOTE ... C-1
EXHIBIT D -- WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS ... E-1

ORDINANCE NO. _____ OF THE CITY OF GARLAND, TEXAS, APPROVING AND AUTHORIZING THE ISSUANCE OF ELECTRIC UTILITY SYSTEM COMMERCIAL PAPER NOTES, SERIES A IN AN AGGREGATE PRINCIPAL AMOUNT AT ANY ONE TIME OUTSTANDING NOT TO EXCEED $150,000,000 TO PROVIDE INTERIM FINANCING TO PAY COSTS FOR ELIGIBLE PROJECTS AND TO REFUND OBLIGATIONS ISSUED IN CONNECTION WITH ELIGIBLE PROJECTS; AUTHORIZING SUCH SHORT TERM OBLIGATIONS TO BE ISSUED, SOLD AND DELIVERED IN VARIOUS FORMS, INCLUDING DIRECT PURCHASE COMMERCIAL PAPER NOTES, SUPPORTED COMMERCIAL PAPER NOTES AND BANK NOTES, AND PRESCRIBING THE TERMS, FEATURES AND CHARACTERISTICS OF SUCH INSTRUMENTS; APPROVING AND AUTHORIZING CERTAIN AUTHORIZED OFFICERS AND EMPLOYEES OF THE CITY TO ACT ON BEHALF OF THE CITY IN THE SELLING AND DELIVERY OF SUCH SHORT TERM OBLIGATIONS, WITHIN THE LIMITATIONS AND PROCEDURES SPECIFIED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE PAYMENT OF THE COMMERCIAL PAPER NOTES; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, SECURITY AND DELIVERY OF COMMERCIAL PAPER NOTES, INCLUDING THE APPROVAL OF AN ISSUING AND PAYING AGENT AGREEMENT AND A NOTE PURCHASE AGREEMENT; APPROVING THE USE OF AN OFFERING MEMORANDUM IN CONNECTION WITH THE SALE FROM TIME TO TIME OF SUCH SHORT TERM OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

THE STATE OF TEXAS §
COUNTIES OF DALLAS, COLLIN AND ROCKWALL §
CITY OF GARLAND §

WHEREAS, the City of Garland, Texas (the "City") is a "home-rule municipality", acting as such under the Constitution and laws of the State of Texas, that adopted its charter under Section 5, Article XI of the Texas Constitution, that has a population in excess of 50,000, and that has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term obligation; and

WHEREAS, the City is authorized pursuant to Chapter 1502, Texas Government Code, to own and operate the System (as hereinafter defined); and

WHEREAS, the City Council of the City (the "City Council") hereby determines to issue its short-term obligations in the form of commercial paper notes and bank notes pursuant to the provisions of Texas Government Code, Chapter 1371, as amended, to provide interim financing for additions, improvements, extensions to the System and the acquisition of electric energy and fuel therefor and to refund obligations issued in connection with such projects; and

WHEREAS, the Commercial Paper Notes (as hereinafter defined) are and shall be issued pursuant to the Acts (as hereinafter defined), and the City Council hereby finds that the purposes

for which it may issue Notes (as hereinafter defined) hereunder constitute an "eligible project", as contemplated by Section 1371.001, Texas Government Code, as amended; and

WHEREAS, the City has heretofore issued and delivered revenue bonds and commercial paper notes under the authority of Chapters 1502, 1371 and 1207, Texas Government Code, as amended, and other applicable laws, to finance and refinance improvements to the System; and

WHEREAS, at the date of delivery of the Notes authorized hereby, the City will have revenue bonds outstanding, which are payable from a first lien on the Net Revenues (as hereinafter defined) (such bonds are the Prior Lien Bonds, as hereinafter defined), other revenue bonds secured by a second lien on the Net Revenues (such obligations, collectively, are the Senior Lien Obligations, as hereinafter defined); and

WHEREAS, the Notes authorized hereby are being issued as Subordinate Lien Obligations (as hereinafter defined), which are payable from a third lien on the Net Revenues; and

WHEREAS, such short-term obligations proposed to be issued pursuant to this Ordinance constitute obligations which the City intends to fund or refund through the issuance of obligations of the City payable from Net Revenues of the System, as permitted by Texas Government Code, Chapter 1371, as amended, including refunding bonds issued pursuant to and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended; and

WHEREAS, the City Council of the City hereby finds and determines that the issuance of the Notes, subject to the terms, conditions and limitations hereinafter prescribed, should be approved and authorized at this time; and

WHEREAS, it is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551, as amended;

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

ARTICLE I
EFFECTIVE DATE
THE NOTES
DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.01. **Effective Date**. This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

Section 1.02. **The Notes**. The Commercial Paper Notes shall be issued, executed, and delivered in the form and manner, and shall be dated, bear interest, mature, shall and may be redeemed prior to maturity, and shall have all of the characteristics, as provided for in this Ordinance and, in the case of Commercial Paper Notes issued as Direct Purchase Notes, the Note Purchase Agreement.

Section 1.03. **Definitions**. In addition to the definitions set forth in the preamble of this Ordinance, the terms used in this Ordinance and not otherwise defined shall have the meanings given in **Exhibit A** to this Ordinance attached hereto and made a part hereof.

Section 1.04. **Construction of Terms**. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. For all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. 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. References to any named person means that person 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.

ARTICLE II
AUTHORIZATION OF NOTES

Section 2.01. **General Authorization**. (a) Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed One Hundred Fifty Million Dollars ($150,000,000) at any one time Outstanding for the purpose of financing Costs of Eligible Projects and to refinance, renew, or refund notes, bonds, and other obligations of the System, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein; and Bank Notes are hereby authorized to be issued in the aggregate principal amount of up to $150,000,000 plus interest at the Maximum Rate at any one time outstanding for the purpose of evidencing Advances to retire Supported Notes; all in accordance with and subject to the terms, conditions and limitations contained herein and, with respect to any Bank Note, the related Credit Agreement. For purposes of this **Section 2.01**, any portion of Outstanding Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of bonds or other obligations of the City issued on the day of calculation shall not be considered Outstanding. The authority to issue Commercial Paper Notes from time to time under the provisions of this Ordinance shall exist until the Maximum Maturity Date, regardless of whether at any time prior to the Maximum Maturity Date there are any Commercial Paper Notes Outstanding.

(b) In connection with the refinancing or refunding of Notes, bonds, and other obligations of the System, such Notes, bonds, and other obligations of the System, shall qualify as "obligations", as such term is defined in Chapter 1371 at the time any such refinancing or refunding occurs. Further, the Notes, bonds, and other obligations of the System to be so refunded or refinanced shall be selected by the City or as determined by the City.

Section 2.02. **Commercial Paper Notes**. (a) Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Commercial Paper Notes to be designated "City of Garland Electric System Commercial Paper Notes, Series A" are hereby authorized to be issued, sold, and delivered from time to time in such principal amounts as determined by a City Representative in Authorized Denominations, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such Business Day as a City Representative shall determine at the time of sale; provided, however, that no Commercial Paper Note shall (i) mature after the Maximum Maturity Date, (ii) have a term in excess of 364 calendar days, or such shorter term permitted by an applicable Credit Agreement or Note Purchase Agreement, (iii) mature later than five (5) days prior to the Stated Termination Date for an applicable Credit Facility, or (iv) mature later than the Business Day prior to the Commitment Expiration Date for an applicable Note Purchase Agreement. Anything to the contrary herein notwithstanding, the Master Note shall mature not later than the Maximum Maturity Date.

(b) Subject to the limitations contained herein and in any related Credit Agreement or Note Purchase Agreement, Commercial Paper Notes herein authorized shall be dated as of their date of issuance (the "*Note Date*") and shall bear no interest or bear interest at such rate or rates per annum or computed pursuant to such formula and on such basis (but in no event to exceed the Maximum Rate in effect on the date of issuance thereof), as may be determined by a City Representative. Interest, if any, on Commercial Paper Notes shall be payable on each interest payment date. Commercial Paper Notes may be payable to bearer, may be issued in registered form, without coupons, or may be issued in book-entry only form pursuant to **Section 2.07** as determined by a City Representative. Both the principal of and interest on the Commercial Paper Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder thereof in the manner provided in the applicable Form of Commercial Paper Note set forth in **Exhibit B** to this Ordinance.

(c) Subject to applicable terms, limitations, and procedures contained herein, the Commercial Paper Notes may be sold in such manner at public or private sale and at par or at such discount or premium (within the interest rate and yield restrictions provided herein) as a City Representative shall approve at the time of the sale thereof.

Section 2.03. **Form of Commercial Paper Notes**. (a) If not issued in book-entry only form, the Commercial Paper Notes and the Certificate of Authentication to appear on each of the Commercial Paper Notes shall be substantially in the forms set forth in **Exhibit B** to this Ordinance with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistently herewith, be approved by a City Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes, and the Commercial Paper Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by a City Representative.

(b) If the Commercial Paper Notes are issued in book-entry only form pursuant to **Section 2.07**, they shall be issued in the form of a Master Note for Tax Exempt Notes and for Taxable Notes in substantially the form attached hereto as **Exhibit C**, or such other form as required by DTC, to which there shall be attached the respective form of Commercial Paper Note set forth in **Exhibit B** and it is hereby declared that the provisions of **Exhibit B** are incorporated into and shall be a part of the Master Note. It is further provided that this Ordinance and the respective form of Commercial Paper Note set forth in **Exhibit B** shall constitute the "underlying records" referred to in the Master Note. Notwithstanding the provisions of **Section 2.04**, the Master Note shall be executed by the manual signature of the Mayor or Mayor Pro-tem of the City.

Section 2.04. **Execution - Authentication**. (a) The Commercial Paper Notes shall be executed on behalf of the City by Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of passage of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Notes authorized to be issued hereunder and with respect to Notes delivered in subsequent sales, exchanges, and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

(b) Other than pursuant to **Section 2.03(b)**, no Commercial Paper Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Commercial Paper Note a certificate of authentication substantially in the form provided in the Form of Commercial Paper Notes attached as **Exhibit B** to this Ordinance, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Commercial Paper Note shall be conclusive evidence, and the only evidence, that such Commercial Paper Note has been duly certified or registered and delivered. No Supported Notes shall be authenticated which mature later than five days prior to the Stated Termination Date for the related Credit Facility and the Issuing and Paying Agent shall not authenticate Supported Notes if the Issuing and Paying Agent has received a No-Issuance Notice or the Final Drawing Notice except for Notes authenticated and delivered in exchange or replacement for previously authenticated Notes pursuant to the **Section 2.06** or **Section 2.08**, as applicable. Notwithstanding anything herein to the contrary, no Direct Purchase Notes shall be authenticated which mature later than the Business Day prior to the Commitment Expiration Date for the related Note Purchase Agreement).

Section 2.05. **Issuing and Paying Agent**. (a) The appointment of U.S. Bank National Association ("*U.S. Bank*"), as the Issuing and Paying Agent for the Commercial Paper Notes is hereby confirmed. The City covenants and agrees to keep and maintain the Registration Books at the office of the Issuing and Paying Agent, all as provided herein and pursuant to such reasonable rules and regulations as the Issuing and Paying Agent may prescribe. The City covenants to maintain and provide an Issuing and Paying Agent at all times while the Commercial Paper Notes are outstanding, which, if it is not acting in such capacity, shall be a national or state banking

association or corporation organized and doing business under the laws of the United States of America or of any state and authorized under such laws to exercise trust powers. Should a change in the Issuing and Paying Agent occur, the City agrees to promptly cause a written notice thereof to be (i)(A) sent to each Registered Owner, if any, of the Commercial Paper Notes then Outstanding by United States mail, first class, postage prepaid, or (B) published in a financial newspaper or journal of general circulation in the City of New York, New York, once during each calendar week for at least two calendar weeks, (iii) sent to DTC or the successor securities depository if the Commercial Paper Notes are then subject to a book-entry only system pursuant to **Section 2.07**, (iv) sent to each Rating Agency, and (v) sent to the Bank. Such notice shall give the name and address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

(b) Subject to the provisions of **Section 2.07**, the City and the Issuing and Paying Agent may treat the bearer (in the case of Commercial Paper Notes so registered) or the Registered Owner of any Commercial Paper Note as the absolute owner thereof for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the City and the Issuing and Paying Agent shall not be affected by any notice or knowledge to the contrary.

(c) A copy of the Registration Books and any change thereto shall be provided to the City by the Issuing and Paying Agent and transmitted by electronic means or such other means as may be mutually agreeable to the City, within two Business Days of the opening thereof or any change therein, as the case may be.

(d) A City Representative is hereby authorized and directed to execute and deliver a Issuing and Paying Agent Agreement with U.S. Bank in substantially the form presented to the City Council with such changes, additions, or amendments thereto as may be necessary and proper to carry out the purpose and intent of the City Council in authorizing this Ordinance, including, without limitation, authorizing the Issuing and Paying Agent to effect draws upon a Credit Facility in the manner provided in the Issuing and Paying Agent Agreement. A City Representative is further authorized to enter into any supplemental agreements with the Issuing and Paying Agent or with any successor Issuing and Paying Agent.

Section 2.06. **Negotiability, Registration, and Exchangeability**. (a) The Commercial Paper Notes shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

(b) Registration Books relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes shall at all times be kept and maintained by the City at the office of the Issuing and Paying Agent, and the Issuing and Paying Agent shall obtain, record, and maintain in the Registration Books the name, and to the extent provided by or on behalf of the Holder, the address of each Holder of the Commercial Paper Notes, except for Commercial Paper Notes registered to bearer. A copy of the Registration Books shall be provided to and held by the City in the manner provided in **Section 2.05**. Any Commercial Paper Note may, in accordance

with its terms and the terms hereof, be transferred or exchanged for Commercial Paper Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Commercial Paper Note to the Issuing and Paying Agent for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Issuing and Paying Agent.

(c) Upon surrender for transfer of any Commercial Paper Note at the designated office of the Issuing and Paying Agent, the Issuing and Paying Agent shall register and deliver, in the name of the designated transferee or transferees, one or more new Commercial Paper Notes executed on behalf of, and furnished by, the City of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and in an aggregate principal amount equal to the unpaid or unredeemed principal amount of the Commercial Paper Note or Commercial Paper Notes surrendered for transfer.

(d) Furthermore, Commercial Paper Notes may be exchanged for other Commercial Paper Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and in an aggregate principal amount equal to the unpaid or unredeemed principal amount of the Commercial Paper Notes surrendered for exchange, upon surrender of the Commercial Paper Notes to be exchanged at the designated office of the Issuing and Paying Agent. Whenever any Commercial Paper Notes are so surrendered for exchange, the Issuing and Paying Agent shall register and deliver new Commercial Paper Notes of like tenor and character as the Commercial Paper Notes exchanged, executed on behalf of and furnished by, the City to the Holder requesting the exchange.

(e) The City and the Issuing and Paying Agent may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Issuing and Paying Agent or the City may also require payment from the Holder of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Commercial Paper Note shall be delivered.

(f) The City and the Issuing and Paying Agent shall not be required to transfer or exchange any Commercial Paper Note (i) during the period commencing with the closing of business on any Record Date (as defined in the Note) and ending with the opening of business on the next following principal or interest payment date or (ii) selected, called, or being called for redemption in whole or in part.

(g) New Commercial Paper Notes delivered upon any transfer or exchange shall be valid special obligations of the City, evidencing the same debt as the Commercial Paper Notes surrendered, shall be secured by this Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the Commercial Paper Notes surrendered.

(h) The sale or other transfer of an Outstanding Direct Purchase Note shall be subject to any restrictions or requirements set forth in the related Note Purchase Agreement.

(i) The City reserves the right to change the above registration and transferability provisions of the Commercial Paper Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof. In addition, to the extent that the provisions of this **Section 2.06** conflict with or are inconsistent with the provisions of the Form of Commercial Paper Note set forth in **Exhibit B**, such other provisions shall control.

Section 2.07. **Book-Entry Only System**. (a) If a City Representative determines that it is possible and desirable to provide for a book-entry only system of Commercial Paper Note registration with DTC, such City Representative, acting for and on behalf of the City, is hereby authorized to approve, execute, and deliver a Letter of Representations to DTC and to enter into such other agreements and execute such instruments as are necessary to implement or maintain such book-entry only system, such approval to be conclusively evidenced by the execution thereof by said City Representative. Under the book-entry system with DTC, (i) no physical Note certificates will be delivered to DTC and (ii) the City will execute and deliver to the Issuing and Paying Agent, as custodian for DTC, a master note relating to the Tax Exempt Notes and to the Taxable Notes (each a "*Master Note*") in substantially the form set forth in **Exhibit C**, or such other form as is required by DTC. Except as provided herein, the ownership of the Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will serve as the initial securities depository for the Notes. Ownership of beneficial interests in the Notes shall be shown by book entry on the system maintained and operated by DTC and DTC participants, and transfers of ownership of beneficial interests shall be made only by DTC and the DTC participants by book entry, and the City and the Issuing and Paying Agent shall have no responsibility therefor. DTC will be required to maintain records of the positions of the DTC participants in the Notes, and the DTC participants and persons acting through the DTC participants will be required to maintain records of the purchasers of beneficial interests in the Notes. Except as provided in this **Section 2.07**, the Notes shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository.

(b) With respect to Commercial Paper Notes registered in the name of DTC or its nominee, neither the City nor the Issuing and Paying Agent shall have any responsibility or obligation to any DTC Participant or to any person on whose behalf a DTC Participant holds an interest in the Commercial Paper Notes. Without limiting the immediately preceding sentence, neither the City nor the Issuing and Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the Commercial Paper Notes, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of the Commercial Paper Notes, as shown on the Registration Books, of any notice with respect to the Commercial Paper Notes, including any notice of redemption, and (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of the Commercial Paper Notes, as shown in the Registration Books, of any amount with respect to principal of and premium, if any, or interest on the Commercial Paper Notes.

(c) Whenever, during the term of the Commercial Paper Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, registering, delivering, exchanging, or transferring the Commercial Paper Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to holding, registering, delivering, exchanging, or transferring the book entry to produce the same effect.

(d) Either the City or DTC may determine to discontinue the book-entry only system of Commercial Paper Note registration with DTC, and in such case, unless a new book-entry only system is put in place, physical certificates in the forms set forth in **Exhibit B** shall be provided to the Beneficial Holders.

(e) If at any time, DTC ceases to hold the Commercial Paper Notes, all references herein to DTC shall be of no further force or effect.

(f) Whenever the beneficial ownership of the Commercial Paper Notes is determined by a book entry at DTC, delivery of Commercial Paper Notes for payment at maturity shall be made pursuant to DTC's payment procedures as are in effect from time to time and the DTC Participants shall transmit payment to beneficial owners whose Commercial Paper Notes have matured. The City and each Issuing and Paying Agent, Bank, and Dealer are not responsible for transfer of payment to the DTC Participants or beneficial owners.

Section 2.08. **Commercial Paper Notes Mutilated, Lost, Destroyed, or Stolen**. If any Commercial Paper Note shall become mutilated, the City, at the expense of the Holder of said Commercial Paper Note, shall execute, and the Issuing and Paying Agent shall authenticate and deliver, a new Note of like tenor and number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft shall be submitted to the City and the Issuing and Paying Agent. If such evidence be satisfactory to the City and the Issuing and Paying Agent and indemnity satisfactory to them shall be given, the City, at the expense of the Holder, shall execute, and the Issuing and Paying Agent shall authenticate and deliver, a new Commercial Paper Note of like tenor in lieu of and in substitution for the Commercial Paper Note so lost, destroyed, or stolen. In the event any such Commercial Paper Note shall have matured, the Issuing and Paying Agent, instead of issuing a duplicate Commercial Paper Note, may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the City nor the Issuing and Paying Agent shall be required to treat both the original Commercial Paper Note and any duplicate Commercial Paper Note as being Outstanding for the purpose of determining the principal amount of Commercial Paper Notes which may be issued hereunder, but both the original and the duplicate Commercial Paper Note shall be treated as one and the same. The City and the Issuing and Paying Agent may charge the Holder of such Commercial Paper Note with their reasonable fees and expenses for such service.

Section 2.09. **Cancellation**. All Commercial Paper Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the principal and interest thereof or are surrendered for transfer or exchange pursuant to the provisions hereof or are refunded through an Advance or otherwise shall, upon payment or issuance of new Commercial Paper Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the City, and thereafter the City shall have custody of such cancelled Commercial Paper Notes.

Section 2.10. **Credit Facilities and Credit Agreements**. The City reserves the right to deliver Credit Facilities for Supported Notes and to enter into Credit Agreements relating to a Credit Facility or Substitute Credit Facility. Any City Representative may enter into transactions under a Credit Agreement or Credit Facility and execute any instruments in connection therewith. In addition, the City reserves the right, subject to the requirements of **Section 4.13(b)**, to amend any Credit Facility or Credit Agreement at any time without the consent of the Holders.

Section 2.11. **Bank Notes**. Any Bank Note shall be in the form set forth in the related Credit Agreement. Pursuant to **Section 4.01**, a Bank Note is a "Subordinate Lien Obligation" on a parity and of equal dignity with the Commercial Paper Notes.

Section 2.12. **Dealer and Dealer Agreements**. One or more commercial paper dealers shall be designated by the City for Commercial Paper Notes subject to public offerings. The City may remove or replace any Dealer at any time without the consent of the Holders. The City Representative is authorized from time to time to designate, in the manner set forth in the respective Dealer Agreements, the dollar amount of the Commercial Paper Notes to be Outstanding from time to time and the particular portion of the Outstanding principal amount for which each Dealer is responsible. A City Representative is further authorized and directed to approve, execute, and deliver to a Dealer any instrument evidencing such changes, additions, or amendments to the Dealer Agreement as may be necessary and proper to carry out the purpose and intent of the City Council in authorizing this Ordinance. A City Representative is also authorized to enter any supplemental agreements with a Dealer.

Section 2.13. **Note Purchase Agreement**. (a) The Note Purchase Agreement between Wells Fargo Bank, National Association and the City, in substantially the form presented to the City Council, is hereby approved. A City Representative is hereby authorized to complete, amend, and modify the draft Note Purchase Agreement as may be necessary and proper to carry out the purpose and intent of the City Council in authorizing this Ordinance, and a City Representative is hereby authorized to execute and deliver the Note Purchase Agreement in the form so amended, completed, and modified.

(b) Any City Representative may enter into transactions under a Note Purchase Agreement and execute any instruments in connection therewith.

(c) The City reserves the right to amend any Note Purchase Agreement in accordance with its terms. The City may, subject to any applicable provisions of an existing Credit Agreement or existing Note Purchase Agreement, enter into a new or substitute Note Purchase Agreement.

Section 2.14. **Fiscal and Other Agents**. In furtherance of the purposes of this Ordinance, the City may from time to time appoint and provide for the payment of such additional fiscal, paying, or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

ARTICLE III
ISSUANCE AND SALE OF NOTES

Section 3.01. **Issuance and Sale of Notes**. Subject to applicable terms, limitations, and procedures contained herein, all Commercial Paper Notes shall be issued and sold in accordance with the following provisions:

(a) All Commercial Paper Notes shall be sold in the manner determined by the City Representative to be most advantageous to the City.

(b) The terms of the Commercial Paper Notes shall be established and they shall be delivered by the Issuing and Paying Agent in accordance with telephonic, computer, or written instructions of any City Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours of the transmission or communication thereof. Said instructions shall specify such principal amounts, dates of issue, maturities, rates of discount or interest, or the formula or method of calculating interest and the basis upon which it is to be computed, interest payment dates, redemption or prepayment provisions, whether the Note is a Tax Exempt Note or a Taxable Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any City Representative at the time of sale of the Commercial Paper Notes. Such instructions shall include the purchase price of the Commercial Paper Notes, and a request that the Issuing and Paying Agent authenticate such Commercial Paper Notes by countersignature of its authorized officer or employee, if not in book-entry only form, and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to such Commercial Paper Notes. The rules of the New York Clearinghouse shall apply thereto. Such instructions shall also contain provisions representing (i) that all action on the part of the City necessary for the valid issuance of the Commercial Paper Notes then to be issued, or the incurring of Advances under a Bank Note then to be incurred, has been taken, (ii) that all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes have been complied with, (iii) that such Commercial Paper Notes will be valid special obligations of the City, enforceable according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and (iv) that the stated interest on the Tax Exempt Notes is, subject to the conditions set forth in the opinion of Bond Counsel delivered concurrently with the commencement of the issuance of Tax Exempt Notes, excludable from gross income of the owners thereof for federal income tax purposes. Such instructions shall also certify that, as of the date of such certificate:

(1) no Event of Default under **Section 5.01** of this Ordinance has occurred and is continuing as of the date of such Certificate;

(2) for Supported Notes, no No-Issuance Notice or Final Drawing Notice has been delivered pursuant to a Credit Facility or related Credit Agreement;

(3) the City has been advised by Bond Counsel that the projects to be financed or refinanced by the Commercial Paper Notes will constitute Eligible Projects, and, further, that the proposed issuance will not cause the City to be in violation of its covenants set forth in **Section 4.11** (if the Commercial Paper Notes are Tax Exempt Notes) and **Section 4.12** (if the Commercial Paper Notes are Supported Notes);

(4) the principal amount of Commercial Paper Notes to be Outstanding after the proposed issuance;

(5) after the proposed issuance, the total principal amount of Outstanding Commercial Paper Notes plus interest accrued or to accrue thereon to the respective maturity dates of the Commercial Paper Notes shall not exceed the Commitment;

(6) the City is in compliance, in all material respects, with the covenants set forth in **Article IV** as of the date of such instructions, other than **Section 4.12** in the case of Taxable Notes;

(7) the sum of the interest payable on such Commercial Paper Notes issued and Outstanding or in the process of issuance and any discount established for such Commercial Paper Notes will not exceed a yield to the maturity date of such Commercial Paper Note in excess of the Maximum Rate in effect on the date of issuance of such Commercial Paper Note; and

(8) the amounts of the proceeds of such issue of Notes which are to be deposited to the Note Construction Account and the Note Repayment Fund.

(c) A Bank Note may be or has been delivered to the Bank and indebtedness may be incurred thereunder in accordance with the terms of the Credit Agreement.

Section 3.02. **Proceeds of Sale of Commercial Paper Notes**. (a) The proceeds of the sale of any Commercial Paper Notes (net of all expenses and costs of sale and issuance) shall be

deposited in the Note Repayment Fund and applied for any or all of the following purposes as directed by a City Representative:

> (i) Proceeds to be used for the payment and redemption or purchase of Outstanding Commercial Paper Notes at or before maturity and the repayment of any Advances (evidenced by a Bank Note) or other amounts due under a Credit Agreement shall be deposited and retained in the Note Repayment Fund, and expended therefor; and
>
> (ii) Proceeds not retained in the Note Repayment Fund as provided in subparagraph (i) above shall be transferred and deposited to the Note Construction Account and used and applied in accordance with the provisions of **Section 4.08** for the purpose of financing Costs of Eligible Projects.

(b) Notwithstanding the provisions of Subsection (a) of this **Section 3.02**, in the event that Commercial Paper Notes are issued to refund bonds or other obligations of the City (not including Commercial Paper Notes) the proceeds of sale of the Commercial Paper Notes shall be deposited with the paying agent/registrar therefor or other banking institution to be held in escrow for the purpose of paying the amounts due under and with respect to the obligations refunded.

Section 3.03. **Limitation on Issuance**. (a) Unless this Ordinance is amended and modified by the City pursuant to **Section 6.01**, the City covenants that there will not be issued and Outstanding at any time more than $150,000,000 in principal amount of the Commercial Paper Notes. The City, however, does reserve the right to increase the maximum principal amount of Commercial Paper Notes that may be at any one time outstanding by an amendment to this Ordinance pursuant to **Section 6.01**. For purposes of this **Section 3.03** any portion of outstanding Commercial Paper Notes to be paid on a particular day from moneys on deposit in the Supported Note Payment Fund and available proceeds of Notes or bonds shall not be considered outstanding on such day.

(b) Additionally, the City covenants and agrees that the total principal amount of all Commercial Paper Notes Outstanding at any one time and the total amount of interest accrued or to accrue thereon shall not exceed the Commitment.

ARTICLE IV
SECURITY FOR NOTES; FUNDS AND ACCOUNTS; COVENANTS OF THE CITY

Section 4.01. **Subordinate Lien Obligations**. The Notes are special obligations of the City constituting Subordinate Lien Obligations. The Notes Outstanding under this Ordinance shall be secured and payable equally and ratably on a parity with all other Subordinate Lien Obligations outstanding from time to time, without preference, priority, or distinction between or among all other Subordinate Lien Obligations.

Section 4.02. **Pledge of Revenues**. The City hereby covenants and agrees that, subject only to the prior lien on and pledge of the Net Revenues of the System to the payment and security of the Prior Lien Bonds and the Senior Lien Obligations (including the establishment and maintenance of the special funds created for the payment and security thereof) under the terms and conditions of the ordinances and proceedings pertaining to their authorization, the Net Revenues of the System, with the exception of those in excess of the amounts required for the payment and security of the Subordinate Lien Obligations, are hereby irrevocably pledged to the payment and security of the Notes, including the maintenance of the special funds herein created in connection with the issuance of the Notes, and the obligations of the City under the Issuing and Paying Agent Agreement, any Dealer Agreement, any Credit Agreement and any Note Purchase Agreement, all as hereinafter provided, and it is hereby ordained that the Notes, and the interest thereon, and the obligations of the City under the Issuing and Paying Agent Agreement, any Dealer Agreement, any Credit Agreement and any Note Purchase Agreement, shall be equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System with all other Subordinate Lien Obligations and be valid and binding without any filing or recording except for the filing of this Ordinance in the records of the City. None of the Notes or the obligations of the City under the Issuing and Paying Agent Agreement, any Dealer Agreement, any Credit Agreement or any Note Purchase Agreement, are secured by or payable from any funds raised or to be raised by the levy of taxes by the City or a mortgage or deed of trust on any properties, whether real, personal, or mixed, constituting the System or otherwise, or from any source other than as specified in this Ordinance.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Notes and the execution and delivery of the Issuing and Paying Agent Agreement and any Dealer Agreement, Credit Agreement or Note Purchase Agreement, and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Notes or the parties to the Issuing and Paying Agent Agreement or any Dealer Agreement, Credit Agreement or Note Purchase Agreement the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 4.03. **Rates and Charges**. For such time as the Notes are Outstanding and for the benefit of the Holders of the Notes and in addition to all provisions and covenants in the law of the State of Texas and in this Ordinance, the City shall, at all times while any of the Subordinate Lien Obligations are outstanding and unpaid, maintain rates and collect charges for the electric utility services afforded by the System, as required by Texas Government Code, Chapter 1502, as amended, which will provide Gross Revenues of the System, including the money transferred to the System Fund (as described in the ordinances authorizing the issuance of

the Senior Lien Obligations) for the sole purpose of compliance with this **Section 4.03**, sufficient at all times to:

(a) pay for all maintenance, operation, depreciation, replacement and betterment charges of the System; and

(b) produce Net Revenues each Fiscal Year in an amount reasonably estimated to be not less than 1.0 times the annual principal and interest requirements of the outstanding Prior Lien Bonds, Senior Lien Obligations and Subordinate Lien Obligations and all other outstanding indebtedness against the Net Revenues of the System (for purposes of this **Section 4.03(b)** the City may use the lesser of the 30 year level debt service amortization based on The Bond Buyer Revenue Bond Index for such term in effect on the first day of the Fiscal Year or the Revenue Bond Index published in The Bond Buyer on the date of calculation for calculating the annual principal and interest requirements on the Commercial Paper Notes) or on any other commercial paper notes or short-term debt of the City.

Section 4.04. **Punctual Payment**. The City will punctually pay or cause to be paid the principal of and interest on the Notes (but only from the sources pledged herein), in conformity with the Notes, this Ordinance and the related Credit Agreement or Note Purchase Agreement, as applicable.

Section 4.05. **Funds and Accounts**. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds of the City, and the following Funds shall be created and established, or, in the case of the System Fund, the creation thereof is hereby confirmed, and the City shall continue such Funds in place and maintained while any Notes are Outstanding, to wit:

(a) The "City of Garland, Texas Electric Utility System Fund," hereinafter called the "*System Fund*," which Fund was previously created and established pursuant to the ordinances authorizing the outstanding Prior Lien Bonds and Senior Lien Obligations and is kept and maintained at a depository bank of the City selected by the City.

(b) Two separate and special trust funds are hereby created and established with the Issuing and Paying Agent and designated as the "City of Garland Electric System Series A Commercial Paper Note Payment Fund" (the "*Supported Note Payment Fund*") and the "City of Garland Electric System Series A Note Repayment Fund" (the "*Note Repayment Fund*"). In addition, the City may direct the Issuing and Paying Agent to establish and maintain a separate account or accounts in the Supported Note Payment Fund or the Note Repayment Fund with respect to any or all of the Notes, including the establishment within the Supported Note Payment Fund and the Note Repayment Fund of subaccounts designated as the "Tax-Exempt Subaccount" and the "Taxable Subaccount" for the purpose of administering moneys for the payment of Tax-Exempt Notes and Taxable Notes, respectively. The Supported Note Payment Fund and the Note

Repayment Fund are created as separate funds and shall be held by the Issuing and Paying Agent, and moneys deposited therein shall be used solely for the purposes described in, and applied in accordance, with **Section 4.08** of this Ordinance.

(c) The "City of Garland Electric System Series A Note Construction Account," hereinafter called the "*Note Construction Account*," which Account shall be kept at a depository bank of the City selected by the City.

The City reserves the right to establish and maintain additional funds and accounts in connection with payment or support of the Notes and other Subordinate Lien Obligations and the money on deposit in any such fund or account on the last day of the Fiscal Year may be used for any lawful purpose related to the Notes and any proposed obligations which would be Subordinate Lien Obligations.

Section 4.06. **System Fund**. The City hereby covenants and agrees that all revenues and income of every nature derived and to be derived from the operation of the System shall be deposited from day to day as collected into the System Fund, and the Operation and Maintenance Expense of the System shall be paid therefrom. All moneys deposited therein which are not required for the payment of Operation and Maintenance Expenses of the System shall be appropriated and used, first, to the payment of any principal, interest or reserve requirements of any outstanding Prior Lien Bonds, second, to the payment of any principal, interest or reserve requirements of any outstanding Senior Lien Obligations, third, to the payment of any principal, interest or reserve requirements of any outstanding Subordinate Lien Obligations on a pro rata basis, fourth, to the payment of any principal, interest or reserve requirements of any outstanding obligations payable from and secured by a lien on and pledge of the Net Revenues of the System subordinate to the lien on and pledge thereof made for the benefit of the Subordinate Lien Obligations, and fifth, for any purpose authorized by applicable law.

Section 4.07. **Supported Note Payment Fund and Note Repayment Fund**. (a) Moneys drawn under a Credit Facility, or any other proceeds of Advances made under a Credit Agreement, shall be deposited into the Supported Note Payment Fund and used to pay the principal of, premium, if any, and interest on the Supported Notes at the respective interest payment or maturity or redemption dates of each of such Notes as provided herein. The Issuing and Paying Agent is hereby authorized to make a drawing under a Credit Facility for Supported Notes as soon as practicable after the opening of business, but in no event later than 11:00 a.m., New York City time, on the maturity date of a Supported Note in an amount equal to the principal of and interest on the Supported Notes maturing on such day; provided, that if a Credit Facility so provides, the Issuing and Paying Agent may make such drawing on or prior to 5:00 p.m., New York City time, on the Business Day next preceding the maturity date of a Supported Note. Upon receipt of the Final Drawing Notice, the Issuing and Paying Agent is hereby authorized to, and shall present all required drawing certificates and accompanying documentation, if required, to the Bank providing the Final Drawing Notice and demand payment be made under such Bank's Credit Facility prior to the date specified in the Final Drawing Notice for termination of such Credit Facility in such amount so as to be timely and sufficient to pay the entire amount of principal and interest becoming due on all Supported Notes secured by such Credit Facility on

their next maturity dates. If the Bank fails to make Advances in accordance with its Credit Facility, the City shall transfer available Net Revenues to the Supported Note Payment Fund in an amount sufficient to pay principal and interest coming due on the Supported Notes.

(b) In addition to the proceeds from the sale of Commercial Paper Notes deposited in the Note Repayment Fund, the City shall also cause to be deposited in the Note Repayment Fund available Net Revenues in the amounts and at the times required, together with such proceeds, to reimburse the Bank for the principal of and interest on outstanding Advances and to pay the principal of and interest on Direct Purchase Notes. Amounts remaining in the Note Repayment Fund not then necessary for the purposes set forth above may be transferred to the System Fund or the Note Construction Account upon request of a City Representative.

(c) Pending the expenditure of moneys in the Note Repayment Fund for authorized purposes, moneys deposited therein may be invested at the direction of a City Representative in Eligible Investments. Any income received from such investments shall be deposited, as received, into the System Fund, or as otherwise directed by a City Representative and shall not, for purposes of this Ordinance, be considered an amount held in the Note Repayment Fund. Moneys held in the Supported Note Payment Fund shall remain uninvested pending their expenditure.

Section 4.08. **Note Construction Account**. (a) Moneys deposited in the Note Construction Account shall remain therein until from time to time expended to pay for Costs, and to refund obligations issued in connection with Eligible Projects and shall not be used for any other purposes whatsoever, except as otherwise provided below, and pending such expenditure, moneys in said Account may be invested at the direction of a City Representative in Eligible Investments. Any income received from such investments (except as otherwise required to be rebated to the United States of America in accordance with the provisions of **Section 4.11**) shall be retained in the Note Construction Account and utilized for the purposes authorized herein, or, at the direction of the City, shall be transferred to the System Fund and applied as provided therein, unless in the opinion of Bond Counsel such use would adversely affect the tax status of Notes, in which case, the City shall use such proceeds in another manner that would not adversely affect the tax status of the Commercial Paper Notes.

(b) Any amounts on deposit in the Note Construction Account designated by a City Representative as eligible to pay interest during construction and thereafter may be transferred from time to time at the direction of a City Representative to the credit of either the Supported Note Payment Fund or the Note Repayment Fund and utilized as provided therein. Any amounts remaining in the Note Construction Account after the payment of all Costs shall be paid, at the direction of a City Representative, to the credit of either the Supported Note Payment Fund or the Note Repayment Fund and utilized as provided therein, or into the System Fund and applied as specified therein and in accordance with the provisions of **Section 4.11**, as applicable.

Section 4.09. **Excess Revenues**. Any Net Revenues in excess of those required to establish and maintain the special Funds as herein required may be used for any other lawful purpose.

Section 4.10. **Security of Funds**. All moneys deposited in the Funds and Accounts referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and shall be used only for the purposes permitted by this Ordinance.

Section 4.11. **Tax Exempt Notes to Remain Tax Exempt**. (a) In order to maintain the exclusion from gross income of the interest on the Commercial Paper Notes issued as Tax Exempt Notes for federal income tax purposes, the City will make all calculations required by section 148 of the Code, including, but not limited to, the calculation of rebate, in a reasonable and prudent fashion and to segregate and set aside the lawfully available amounts that such calculations indicate may be required to be paid to the United States of America. The City further covenants to do and perform all acts and things within its power and authority necessary to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. The City agrees to periodically execute or cause to be executed a Federal Tax Certificate as may be required by the Code, in the opinion of Bond Counsel, and the Form 8038-G, or any other forms designated by the Internal Revenue Service in substitution thereof. In furtherance of the foregoing, the City will execute annually, or at any other time necessary in the opinion of Bond Counsel, a Federal Tax Certificate and Form 8038-G necessary to assure the tax-exempt status of the Tax Exempt Notes.

(b) The City covenants to refrain from any action which would adversely affect, or to take such action to assure, the treatment of the Tax Exempt Notes 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 City covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Notes (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, such amounts, whether or not received by the City, 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 Tax Exempt Notes, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in **Section 4.11(a)** exceeds 5 percent of the proceeds of the Tax Exempt Notes 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;

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

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

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

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

(A) proceeds of the Tax Exempt Notes invested for a reasonable temporary period until such proceeds are needed for the purpose for which the Tax Exempt Notes are issued;

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

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Tax Exempt Notes;

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

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

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

In order to facilitate compliance with the above covenants (viii) and (ix), 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. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City covenants to account for the expenditure of Tax Exempt Note sale proceeds and investment earnings to be used for an Eligible Project on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the project being financed with the proceeds of the Tax Exempt Notes is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax Exempt Notes, or (2) the date the Tax Exempt Notes are retired. The City agrees to obtain the advice of Bond Counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax Exempt Notes. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(d) The City covenants that the property constituting the Eligible Projects financed with the proceeds of the Tax Exempt Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Tax Exempt Notes. For purpose of the foregoing, the City may rely on an opinion of Bond Counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Tax Exempt Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City shall not, expend, or permit to be expended, the proceeds of the Tax Exempt Notes in any manner inconsistent with its reasonable expectations as certified in the Federal Tax

Certificates to be executed from time to time with respect to the Tax Exempt Notes; provided, however, that the City may expend proceeds of the Tax Exempt Notes in any manner if the City first obtains an unqualified opinion of Bond Counsel that such expenditure will not impair the exemption from federal income taxation of interest paid on the Tax Exempt Notes.

(f) Unless superseded by another action of the City, to ensure compliance with the covenants contained in this Ordinance regarding private business use, remedial actions, arbitrage and rebate relating to the Tax-Exempt Notes, the City hereby adopts and establishes the instructions attached hereto as **Exhibit D** as its written procedures.

Section 4.12. **Taxable Notes**. (a) The provisions of **Section 4.12** of this Ordinance notwithstanding, the City reserves the ability to issue Commercial Paper Notes in a manner such that such obligations are not obligations described in section 103(a) of the Code ("*Taxable Notes*"). Commercial Paper Notes so issued as Taxable Notes shall be issued in the Form of Taxable Note set forth in **Exhibit B**.

(b) It is the intention of the City that the interest on the Taxable Notes not be excludable from gross income for federal income tax purposes under section 103 of the Code. Accordingly, the City covenants not to file any information return that would result in the interest being excludable from gross income under such section of the Code.

(c) The City and the Issuing and Paying Agent covenant and agree that the Issuing and Paying Agent will undertake to report, to the extent required by the Code, interest payments on the Taxable Notes to the Internal Revenue Service. Such information will be filed by the Issuing and Paying Agent on the form published by the Internal Revenue Service for this purpose and contain the information required by the Code.

(d) The City and the Issuing and Paying Agent covenant and agree that the Issuing and Paying Agent will obtain or cause to be obtained from the holder of each of the Taxable Notes the information required by Code relating to the correct social security number or other taxpayer identification number for the holder of each of the Taxable Notes or to withhold the portion of the payment required to be withheld under the Code.

Section 4.13. **Maintenance of Available Credit Facilities Requirement**. The covenants and requirements in **Section 4.13(a)** and **(b)** are applicable only if and to the extent Outstanding Commercial Paper Notes are Supported Notes. No Credit Facility shall be required for Direct Purchase Notes.

(a) The City agrees and covenants that at all times up to and including the Maximum Maturity Date, unless the Supported Notes are no longer Outstanding, it will maintain one or more Credit Facilities in amounts such that the amount available for drawing or borrowing under such Credit Facilities would be sufficient at that time to pay principal of and interest on all Outstanding Supported Notes when due. No Supported Note shall be issued if, after giving effect to the issuance thereof and, if applicable, the immediate application of the proceeds thereof to retire other Supported Notes secured by the applicable Credit Facility, the aggregate principal

amount of all Supported Notes secured by or payable from the applicable Credit Facility would exceed the amount of the Commitment thereunder. The availability for drawing or borrowing of such amounts under such Credit Facilities may be subject to reasonable conditions precedent, including but not limited to, bankruptcy of the City. In furtherance of the foregoing covenant, the City agrees that it will not issue any Supported Notes or make any drawing or borrowing under any Credit Facilities which will result in a violation of such covenant, will not amend a Credit Facility or the related Credit Agreement in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for a new Credit Facility prior to, or contemporaneously with, the Stated Termination Date of a Credit Facility.

(b) So long as any Supported Notes are Outstanding, the City shall not deliver or cause to be delivered to the Issuing and Paying Agent a Substitute Credit Facility or consent to the assignment by the Bank of its obligations under the Credit Facility or the related Credit Agreement unless simultaneously therewith there is also delivered to the Issuing and Paying Agent (i) written evidence from each of the Rating Agencies which then rates the Supported Notes to the effect that termination of the then existing Credit Facility and substitution of the Substitute Credit Facility therefor or the assignment of the Bank's obligations under the Credit Facility or the related Credit Agreement will not result in the reduction or withdrawal of the ratings assigned to then Outstanding Supported Notes by such rating service and (ii) an opinion of counsel to the Bank issuing the Substitute Credit Facility to the effect that the Substitute Credit Facility is a valid and binding obligation of such Bank, enforceable in accordance with its terms, subject to customary exceptions relating to bankruptcy, insolvency, creditor's rights, and equitable relief. The City shall, at least fifteen (15) days prior to the delivery of any Substitute Credit Facility to the Issuing and Paying Agent, mail by first-class mail, postage prepaid, a notice of such substitution to all Holders existing as of three (3) Business Days prior to the date of such mailing.

Section 4.14. **Refunding Bonds**. (a) The City in good faith shall endeavor to sell a sufficient principal amount of bonds secured by Net Revenues in order to have funds available, together with other moneys available therefor, to pay the Notes and the interest thereon, or any renewals thereof, as the same shall become due, and other amounts due under a Credit Agreement or a Note Purchase Agreement, as applicable, in the event that, for whatever reason, a Bank will not or cannot make an Advance under a Credit Facility or related Credit Agreement to make such payment, or a Bank will not or cannot purchase Notes pursuant to a Note Purchase Agreement, as applicable.

(b) The City intends to refinance the Commercial Paper Notes with refunding bonds issued under Chapter 1207, Texas Government Code, as amended, and, therefore (in accordance with Section 1371.057(c) of Chapter 1371), the City will treat the Commercial Paper Notes as having the intended term and payment schedule of such refunding bonds, as determined by the City Representative.

Section 4.15. **Opinion of Bond Counsel**. The City shall cause the legal opinion of Bond Counsel as to the validity of the Notes and, with respect to Tax Exempt Notes, as to the

exemption of interest on the Commercial Paper Notes from federal income taxation, to be furnished to any Noteholder without cost. In addition, a copy of said opinion may be printed on each of the Commercial Paper Notes. In addition, in connection with the updating of any offering memorandum or other offering document (as provided in accordance with **Section 8.08**) as required by a Dealer Agreement, there shall be provided an updated opinion of Bond Counsel for Tax Exempt Notes and for Taxable Notes, at the cost of the City or the Dealer as agreed to in the Dealer Agreement.

Section 4.16. **Compliance With Other Documents**. The City will comply with the terms and provisions of any resolution, ordinance or contract to which the City is a party, the non-compliance with which would materially adversely affect the ability of the City to make payments on the Notes when due.

Section 4.17. **Reservation of Right to Issue Bonds and Obligations**. The City will not hereafter issue or incur any additional obligations on a lien on and pledge of the Net Revenues on a parity with the Prior Lien Bonds. The City hereby expressly reserves the right to hereafter issue or incur Senior Lien Obligations in accordance with the provisions of the ordinances pursuant to which outstanding Senior Lien Obligations were issued. The City retains the right to issue bonds, notes, or other evidences of indebtedness or to incur contractual obligations as Subordinate Lien Obligations. The City also retains the right to issue bonds, notes, or other evidences of indebtedness or to incur contractual obligations secured by a lien on and pledge of the Net Revenues junior and subordinate to the lien and pledge securing the Notes.

Section 4.18. **No Rule 15c2-12 Undertaking**. In connection with the issuance of the Notes, the City has not made an undertaking in accordance with SEC Rule 15c2-12 (the "*Rule*") and is not therefore obligated pursuant to the Rule to provide any on-going disclosure in connection with the Notes.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES OF NOTEHOLDERS

Section 5.01. **Events of Default**. If one or more of the following events shall occur:

(a) if default shall be made in the due and punctual payment of the principal of any Commercial Paper Note when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of interest on any Commercial Paper Note when and as such interest shall become due and payable and such failure shall continue for five (5) Business Days;

(c) if default shall be made in the due and punctual payment of principal of or interest on a Bank Note or if the principal of any Bank Note (and interest accrued thereon)

shall become due and payable prior to the maturity thereof under such Bank Note and the related Credit Agreement;

(d) if default shall be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part in this Ordinance or in the Commercial Paper Notes contained, and such default shall continue for a period of sixty (60) days after written notice thereof; provided, however, if such default cannot be cured within the sixty (60) day period but corrective action to cure such default is commenced and diligently pursued until the default is corrected no such Event of Default shall be deemed to have occurred; or

(e) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of the City or the filing by the City of a voluntary petition in bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for its reorganization instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted;

then such event as described above shall constitute an "*Event of Default*" under this Ordinance.

Section 5.02. **Suits at Law or in Equity and Mandamus**. In case one or more Events of Default shall occur, then and in every such case any Bank and any Holder of a Note then Outstanding shall be entitled to proceed to protect and enforce such person's rights by such appropriate judicial proceeding as such Bank or Holder shall deem most effectual to protect and enforce any such right; either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Ordinance, or in aid of the exercise of any power granted in this Ordinance, or to enforce any other legal or equitable right vested in the Holders of Notes by this Ordinance or the Notes or by law. The provisions of this Ordinance shall be a contract with the Bank and each and every Holder of Notes and the duties of the City shall be enforceable by any Bank or such Holder as aforesaid by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

ARTICLE VI
AMENDMENTS

Section 6.01. **Amendment of Ordinance**.

(a) Amendments Without Consent. This Ordinance and the rights and obligations of the City and of the Holders of the Outstanding Commercial Paper Notes may be modified or amended at any time without notice to or the consent of any Holder of the Commercial Paper Notes or any holder or owner of other Subordinate Lien Obligations, solely for any one or more of the following purposes:

> (i) To add to the covenants and agreements of the City contained in this Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance;
>
> (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance, upon receipt by the City of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance;
>
> (iii) To supplement the security for the Outstanding Commercial Paper Notes, replace or provide additional credit facilities or make changes in the provisions thereof, or change the form of the Outstanding Commercial Paper Notes or make such other changes in the provisions hereof, including extending the Maximum Maturity Date, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Holders of the Outstanding Commercial Paper Notes;
>
> (iv) To make any changes or amendments requested by each Rating Agency then rating or requested to rate Commercial Paper Notes, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Holders of the Outstanding Commercial Paper Notes; or
>
> (v) To increase the amount of Commercial Paper Notes which may be Outstanding pursuant to **Section 2.01**.

(b) Amendments With Consent. Subject to the other provisions of this Ordinance, the Holders of Outstanding Commercial Paper Notes aggregating at least a majority in Outstanding principal amount shall have the right from time to time to approve any amendment, other than

amendments described in Subsection (a) of this **Section 6.01**, to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Holders of all of the Outstanding Commercial Paper Notes, the amendment of the terms and conditions in this Ordinance or in the Commercial Paper Notes so as to:

(i) Make any change in the maturity of the Outstanding Commercial Paper Notes;

(ii) Reduce the rate of interest borne by Outstanding Commercial Paper Notes;

(iii) Reduce the amount of the principal payable on Outstanding Commercial Paper Notes;

(iv) Modify the terms of payment of principal of or interest on the Outstanding Commercial Paper Notes, or impose any conditions with respect to such payment;

(v) Affect the rights of the Holders of less than all Commercial Paper Notes then Outstanding; or

(vi) Change the minimum percentage of the Outstanding principal amount of Commercial Paper Notes necessary for consent to such amendment.

(c) Notice. If at any time the City shall desire to amend this Ordinance pursuant to Subsection (b) of this **Section 6.01**, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Issuing and Paying Agent for inspection by all Holders of Commercial Paper Notes issued hereunder. Such publication is not required, however, if the City gives or causes to be given such notice in writing to each Holder of Outstanding Commercial Paper Notes, or if there are no Outstanding Commercial Paper Notes. A copy of such Notice shall be provided in writing to (i) the Bank at the address shown in the Credit Agreement or Note Purchase Agreement, as applicable, as the address to which notices to the Bank are to be sent and (ii) to each national rating agency maintaining a rating on the Commercial Paper Notes.

(d) Receipt of Consents. Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the City shall receive an instrument or instruments executed by all of the Holders or the Holders of at least a majority in principal amount of the Outstanding Commercial Paper Notes, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such

amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory resolution in substantially the same form.

(e) Effect of Amendments. Upon the adoption by the City of any resolution to amend this Ordinance pursuant to the provisions of this **Section 6.01**, this Ordinance shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the City and all the Holders of then Outstanding Commercial Paper Notes and all future Commercial Paper Notes shall thereafter be determined, exercised, and enforced under this Ordinance, as amended.

(f) Consent Irrevocable. Any consent given by any Holder of Commercial Paper Notes pursuant to the provisions of this **Section 6.01** shall be irrevocable for a period of six months from the date of the resolution publication or other service of the notice provided for in this **Section 6.01** and shall be conclusive and binding upon all future Holders of the same Commercial Paper Notes during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Issuing and Paying Agent and the City, but such revocation shall not be effective if the Holders of all of the Commercial Paper Notes or at least a majority in principal amount of Outstanding Commercial Paper Notes, as appropriate, prior to the attempted revocation consented to and approved the amendment.

(g) Ownership. For the purpose of this **Section 6.01**, the ownership and other matters relating to all Commercial Paper Notes registered as to ownership shall be determined from the Registration Books kept by the Issuing and Paying Agent therefor. The fact of the owning of Commercial Paper Notes issued hereunder not registered as to ownership by any Holder and the amount and the numbers of such Commercial Paper Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Holder if such affidavit shall be deemed by the Issuing and Paying Agent to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by the Issuing and Paying Agent to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Commercial Paper Notes described in such certificate. The Issuing and Paying Agent may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuing and Paying Agent.

(h) Consent of Bank under Credit Agreement. Notwithstanding anything contained herein to the contrary, for so long as a Bank has not failed to honor a properly presented and conforming drawing under its Credit Facility, no amendment to this Ordinance shall become effective without the prior written consent of such Bank, which consent shall not be unreasonably withheld.

(i) Consent of Bank under Note Purchase Agreement. Notwithstanding anything contained herein to the contrary, for so long as a Bank has not failed to honor a properly presented and conforming request for purchase under its Note Purchase Agreement, no amendment to this Ordinance shall become effective without the prior written consent of such

Bank, which consent shall not be unreasonably withheld.

(j) Consent of Issuing and Paying Agent. The City shall not amend this Ordinance in a manner that would materially increase the duties, obligations or liabilities of the Issuing and Paying Agent without the consent of the Issuing and Paying Agent.

ARTICLE VII
DEFEASANCE

Section 7.01. **Defeasance**. (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this **Section 7.01**, when payment of the principal of such Note, 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 Issuing and Paying Agent 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 of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Issuing and Paying Agent for the payment of its services until all Defeased Notes shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the City will have no further responsibility with respect to amounts available to the Issuing and Paying Agent (or other financial institution permitted by applicable law) for the payment of such Defeased Notes, including any insufficiency therein caused by the failure of the Issuing and Paying Agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Notes that is made in conjunction with the payment arrangements specified in **Subsection 7.01(a)(i) or (ii)** shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Notes for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Notes immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Issuing and Paying Agent may at the written direction of the City 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 Issuing and Paying Agent that is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as

directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Notes 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 7.01(a)(i) or (ii)**. All income from such Defeasance Securities received by the Issuing and Paying Agent that is not required for the payment of the Defeased Notes, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

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

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

ARTICLE VIII
MISCELLANEOUS

Section 8.01. **Ordinance to Constitute a Contract; Equal Security**. In consideration of the acceptance of the Notes by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the Notes and the pledge made in this Ordinance by the City and the covenants and agreements set forth in this Ordinance to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Holders of the Notes, without preference, priority, or distinction as to security or otherwise of any of the Notes over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Ordinance or, with respect to a Bank Note, the related Credit Agreement.

Section 8.02. **Individuals Not Liable**. All covenants, stipulations, obligations, and agreements of the City contained in this Ordinance shall be deemed to be covenants, stipulations, obligations, and agreements of the City to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member or officer of the City Council or agent, officer, or employee of the City in his individual capacity and neither the members or officers of the City Council nor any agent, officer, or employee of the City shall be liable personally on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8.03. **Additional Actions**. All City Council members, officers, employees, attorneys, and agents of the City 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 notices, certificates, documents and instruments, whether or not herein mentioned, as may be necessary or desirable in order to effectuate the purposes of this Ordinance, each Credit Agreement, each Dealer Agreement, each Note Purchase Agreement and the Issuing and Paying Agent Agreement. In addition, the Mayor, Mayor Pro-tem, City Manager, City Secretary and the Finance Director of the City, and Bond Counsel, are hereby authorized to approve, subsequent to the date of this adoption of this Ordinance, any amendments to the above named documents, and any technical amendments to this Ordinance as may be required by one or more of the Rating Agencies as a condition to the granting or maintenance of a rating on the Commercial Paper Notes acceptable to a City Representative, or as may be required by the Attorney General's office in connection with the approval of this Ordinance, or to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this resolution. In addition, the statements, findings, representations, and determinations set forth in the recitals to this Ordinance are hereby incorporated into and made a part of this Ordinance for all purposes.

Section 8.04. **Severability of Invalid Provisions**. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 8.05. **Payment and Performance on Business Days**. Whenever under the terms of this Ordinance or the Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment is scheduled.

Section 8.06. **Limitation of Benefits With Respect to the Ordinance**. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Ordinance or the Notes is intended or should be construed to confer upon or give to any person other than the City, the Holders, the Issuing and Paying Agent, the Banks, and the Dealers any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Holders, the Issuing and Paying Agent, the Banks, and the Dealers as herein and in the Issuing and Paying Agent Agreement, the Credit Agreements, the Note Purchase Agreements and the Dealer Agreements provided.

Section 8.07. **Approval of Attorney General**. No Notes herein authorized to be issued shall be sold or delivered by a City Representative until the Attorney General of the State of Texas shall have approved this Ordinance, and other agreements and proceedings as may be required in connection therewith, all as is required by the Acts.

Section 8.08. **Offering Memorandum**. A City Representative is hereby authorized to cooperate with any Dealer in periodically updating and approving the offering memorandum or other offering document used by a Dealer in the offering of the Commercial Paper Notes.

Section 8.09. **Notice to Rating Agencies**. A City Representative shall give written notice to each Rating Agency of (i) the execution and delivery of a Credit Facility and related Credit Agreement and any amendment, substitution, extension, or termination of such facility or agreement, (ii) the execution and delivery of a Dealer Agreement and any amendment to a Dealer Agreement, (iii) any amendment or substitution of the Issuing and Paying Agent Agreement, and (iv) execution and delivery of a Note Purchase Agreement and any amendment to a Note Purchase Agreement. Notice will also be given upon termination of the Commercial Paper program.

Section 8.10. **Public Notice**. It is hereby found and determined that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the meeting at which this Ordinance was adopted, and that this Ordinance would be introduced and considered for adoption at said meeting; that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

Section 8.11. **Reservation of Right to Enter Into Certain Facility Agreements**. The City reserves the right to enter into Credit Facilities in conjunction with the issuance, payment, sale, resale, or exchange of certain Notes (and which may be on a parity with the Notes) when, in the written opinion of a City Representative, such Credit Facilities are in the best interest of the City given market conditions at the time.

Section 8.12. **Termination of Letter of Credit and Dealer Agreement**. A City Representative, acting for and on behalf of the City Council, is authorized and hereby directed to terminate the Letter of Credit (the "2018 Note LOC") supporting the City's Electric Utility System Commercial Paper Notes, Series 2018 (the "Series 2018 Notes") issued by Bank of America, N.A. pursuant to the Reimbursement Agreement dated as of June 1, 2018 between Bank of America, N.A. and the City (the "2018 Reimbursement Agreement"), along with the 2018 Reimbursement Agreement, with such termination to be effective on the date of execution and delivery of the Note Purchase Agreement approved by the City Council pursuant to **Section 2.13(a)** or such later date as determined by the City Representative. A City Representative, acting for and on behalf of the City Council, is authorized and hereby directed to terminate the Commercial Paper Dealer Agreement dated as of June 1, 2018 between Merrill Lynch, Pierce, Fenner & Smith Incorporated and the City, with the termination of such agreements to be effective on the date of execution and delivery of the Note Purchase Agreement approved by the City Council pursuant to **Section 2.13(a)** or such later date as determined by the City

Representative.

Section 8.13. **Repeal of 2018 Note Ordinance**. The City has authorized the Commercial Paper Notes to replace the City's previous electric utility system commercial paper program, which program has been evidenced by the issuance of the Series 2018 Notes which were authorized by Ordinance 6986, passed and adopted by the City Council of the City on May 15, 2018 ("Ordinance 6986"). Upon the passage and adoption of this Ordinance and the effective termination of the 2018 Note LOC and the 2018 Reimbursement Agreement, Ordinance 6986 shall be and is hereby repealed and the authority of the City to issue any new Series 2018 Notes shall be terminated. Upon the adoption of this Ordinance and after the effective date of the Note Purchase Agreement authorized hereby pursuant to **Section 2.13(a)**, any Series 2018 Notes or any bank note to Bank of America, N.A. previously issued and outstanding shall be refunded as soon as possible thereafter from (i) proceeds of Commercial Paper Notes, (ii) proceeds of Senior Lien Obligations and/or (iii) to the extent available, Net Revenues.

Section 8.14. **Repealer**. All ordinances, resolutions and orders, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

EXHIBIT A

DEFINITIONS

As used in this Ordinance, the terms below defined shall be construed, are used and are intended to have the following meanings, unless the text hereof specifically indicates otherwise. Terms used in the Ordinance and not otherwise defined shall have the meaning given in the Ordinance.

"*Acts*" means, collectively, Chapter 1502, Texas Government Code, as amended, and Chapter 1371.

"*Advances*" means advances or loans under and subject to the conditions set forth in a Credit Agreement.

"*Authorized Denomination*" shall mean $100,000 in principal amount or any integral multiple of $1,000 in excess thereof, or such other denomination provided for in the Note Purchase Agreement in the case of Direct Purchase Notes.

"*Bank*" means, as applicable (i) the bank or other financial institution, acting in its capacity as issuer of a Credit Facility, and its successors and assigns, and if a Substitute Credit Facility is issued, the issuer of such Substitute Credit Facility, and its successors and assigns, and (ii) the bank or other financial institution which is a party to, and committed to purchase Notes under and in accordance with the terms of, a Note Purchase Agreement, and its successors and assigns.

"*Bank Note*" means a promissory note or notes issued pursuant to the provisions of this Ordinance and a Credit Agreement in evidence of Advances made by a Bank under a Credit Facility or Credit Agreement, having the terms and characteristics contained therein and issued in accordance with the terms thereof.

"*Bond Counsel*" means an attorney or firm of attorneys of recognized standing and ability, specializing in the law pertaining to municipal bonds, selected by the City.

"*Business Day*" means any day that is not a Saturday, Sunday or a legal holiday in the State of New York or a day on which The New York Stock Exchange, banking institutions located in the State of New York, the Bank, a Dealer or the Issuing and Paying Agent are legally authorized to close in the City of New York, or a day on which the office of the Bank at which drawings under the Credit Facility are to be received is required or authorized by law or executive order to be closed.

"*Chapter 1371*" means Chapter 1371, Texas Government Code, as amended.

"*City Council*" means the City Council of the City of Garland, Texas.

"*City Representative*" means one or more of the following officers or employees of the City, to-wit: the Mayor, Mayor Pro-tem, City Manager and the Finance Director of the City, or such other officer or employee of the City authorized by the City Council to act as a City representative.

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

"*Commercial Paper Note*" means a Supported Note or a Direct Purchase Note issued pursuant to the provisions of this Ordinance, having the terms and characteristics specified in **Section 2.02** and in the forms described in **Exhibit B** to this Ordinance.

"*Commitment*" means, as applicable (i) the aggregate amount of the principal component and interest component of a Bank's commitment under a Credit Facility or Credit Agreement or the available amount to be drawn under the Credit Facility, as applicable, or (ii) the aggregate principal amount of Notes that a Bank is committed to purchase under a Note Purchase Agreement.

"*Commitment Expiration Date*" means the date on which a Bank's commitment to purchase Notes pursuant to a Note Purchase Agreement expires or terminates by the terms of the Note Purchase Agreement, as such date may be extended pursuant to the terms of the Note Purchase Agreement.

"*Costs*" means all costs and expenses incurred in relation to Eligible Projects and permitted by law to be paid with the proceeds of the Commercial Paper Notes, including without limitation feasibility study costs; design, planning, engineering, and legal costs; acquisition costs of land, interests in land, right of way, and easements; construction costs; costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of the Eligible Projects; and financing costs, including interest during construction and thereafter, underwriter's discount, and/or legal, financial, and other professional services fees and expenses, and shall include reimbursement for Costs attributable to Eligible Projects incurred prior to the issuance of any Commercial Paper Notes.

"*Credit Agreement*" means any letter of credit agreement, reimbursement agreement, or similar agreement between the City and a Bank relating to a Credit Facility for Supported Notes, as such agreement may be amended, supplemented or replaced from time to time.

"*Credit Facility*" shall mean an irrevocable letter of credit, surety bond, insurance policy or similar instrument securing the payment of the principal of, premium, if any, and interest on, Supported Notes, issued and delivered to the Issuing and Paying Agent, until such time as a Substitute Credit Facility has been issued in substitution and replacement for such Credit Facility in accordance with the provisions of **Section 4.13** and thereafter "Credit Facility" shall mean such Substitute Credit Facility.

"*Dealer*" means each commercial paper dealer designated pursuant to **Section 2.12**.

"*Dealer Agreement*" means each commercial paper dealer agreement executed by the City and a Dealer, as may be amended or supplemented from time to time.

"*Designated Office*" means the corporate trust office of the Issuing and Paying Agent where Commercial Paper Notes must be presented and delivered for receipt of payment of the principal amount thereof.

"*Direct Purchase Notes*" means Notes initially purchased by a Bank under a Note Purchase Agreement.

"*DTC*" means The Depository Trust Company, or any substitute securities depository appointed pursuant to this Ordinance, or any nominee of either.

"*DTC Participant*" means a member of, or the participant in, DTC that will act on behalf of a Holder.

"*Eligible Investments*" means any or all of the authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, in which the City may purchase, sell and invest its funds and funds under its control; and provided further, that Eligible Investments shall specifically include, with respect to the investment of proceeds of any Commercial Paper Notes, guaranteed investment contracts fully collateralized by direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"*Eligible Project*" means the acquisition, purchase, construction, improvement, enlargement, and/or equipping of any property, buildings, structures, activities, services, operations, or other facilities, or any other project, program or improvement, authorized by either of the Acts and any other applicable laws of the State of Texas, including capital assets and facilities incident and related to the operation, maintenance and administration thereof, and with respect to a property or a facility for the generation, distribution or transmission of electric power and energy, the purchase of electric energy and fuel acquisition for use by the System.

"*Final Drawing Notice*" means a notice from a Bank, delivered in accordance with the terms of the Bank's Credit Facility or related Credit Agreement, instructing the Issuing and Paying Agent or the City not to issue, authenticate or deliver Supported Notes, providing notice that such Credit Facility will terminate, and instructing the Issuing and Paying Agent to make a final drawing under such Credit Facility to provide for the payment of the principal of and interest on Outstanding Supported Notes.

"*Fiscal Year*" means the 12-month operational period of the System commencing on October 1 of each year and ending on the following September 30, or such other 12-month period designated by the City as the fiscal year for the System.

"*Gross Revenues*" shall mean those revenues, income, and receipts derived or received by the City from the operation and ownership of the System, including interest income and earnings from the investment or deposit of money in any Fund created by any ordinance or authorizing

document associated with the Prior Lien Bonds or the Senior Lien Obligations or by this Ordinance or maintained by the City in connection with the System, and money transferred to the City's Electric Utility System Fund, other than those amounts subject to the payment of the United States of America as rebate pursuant to section 148 of the Code. The term "*Gross Revenues*", however, does not include refundable meter deposits, restricted gifts, grants in aid of construction or "transition charges" or similar charges imposed pursuant to the V.T.C.A., Utilities Code, Subchapter G of Chapter 39 or similar law imposed for the payment of "transition bonds".

"*Holder*" or "*Noteholder*" means the Registered Owner or any person, firm, association, or corporation who is in possession of any Commercial Paper Note issued to bearer or in blank.

"*Issuing and Paying Agent*" means with respect to the Commercial Paper Notes the agent appointed pursuant to **Section 2.05**, or any successor to such agent.

"*Issuing and Paying Agent Agreement*" means the agreement approved and authorized to be entered into by **Section 2.05**, as from time to time amended or supplemented or replaced.

"*Master Note*" has the meaning assigned to such term in **Section 2.07**.

"*Maximum Rate*" means the lesser of (i) the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code), or (ii) the assumed interest rate on Supported Notes used in the related Credit Facility or Credit Agreement for calculating the Commitment under the Credit Facility or related Credit Agreement.

"*Maximum Maturity Date*" means September 30, 2051.

"*Net Revenues*" means for any period of time the Gross Revenues of the System less the Operation and Maintenance Expenses incurred during such period.

"*No-Issuance Notice*" means a notice from a Bank, delivered in accordance with the terms of the Bank's Credit Facility or related Credit Agreement, instructing the Issuing and Paying Agent or the City not to issue, authenticate or deliver Supported Notes.

"*Note*" or "*Notes*" means the evidences of indebtedness authorized to be issued and at any time Outstanding pursuant to this Ordinance and shall include Commercial Paper Notes (including the Master Note) and Bank Notes as appropriate.

"*Note Construction Account*" means that account created pursuant to **Section 4.05**.

"*Note Date*" has the meaning assigned to such term in **Section 2.02**.

"*Note Purchase Agreement*" shall mean (i) the Note Purchase Agreement between Wells Fargo Bank, National Association and the City approved and authorized to be entered into by **Section 2.13(a)**, as from time to time amended or supplemented, or other note purchase agreement executed in substitution or replacement thereof, and (ii) each other note purchase agreement, loan agreement, revolving credit agreement, agreement establishing a line of credit or

other agreement between a Bank and the City pursuant to which a Bank commits to purchase Notes, as from time to time amended or supplemented.

"*Note Repayment Fund*" means that fund created pursuant to **Section 4.05**.

"*Operation and Maintenance Expense*" means the expenses of operation and maintenance of the System, including all salaries, labor, material, repairs, and extensions necessary to render efficient service, provided, however, that only such repairs and extensions, as in the judgment of the City, reasonably and fairly exercised by the passage of appropriate ordinances are necessary to render adequate service, or such as might be necessary to meet some physical accident or condition which would otherwise impair any Prior Lien Bonds, Senior Lien Obligations or Subordinate Lien Obligation. Operation and Maintenance Expenses shall include the purchase of power. Depreciation shall not be considered as an expense of operation and maintenance.

"*Ordinance*" means this ordinance and all amendments hereof and supplements hereto.

"*Outstanding*" means when used with respect to the Notes, as of the date of determination, all Notes theretofore delivered under this Ordinance, except:

(1) Notes theretofore cancelled and delivered to the City or delivered to the Issuing and Paying Agent for cancellation;

(2) Notes deemed paid pursuant to the provisions of Chapter 1207, Texas Government Code; and

(3) Notes upon transfer of or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Ordinance;

provided, that in determining whether the Holder of the requisite principal amount of Outstanding Notes have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, Notes owned by the City shall be deemed to be Outstanding as though they were owned by any other Holder.

"*Paying Agent*" means the Issuing and Paying Agent.

"*Prior Lien Bonds*" means the City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, Series 2013, dated May 1, 2013.

"*Rating Agencies*" means the nationally recognized municipal credit rating agencies then maintaining a rating on the Commercial Paper Notes or who are being asked by the City to rate the Commercial Paper Notes.

"*Registered Owner*" means the person or entity in whose name any Note is registered in the Registration Books.

"*Registration Books*" means the books or records relating to the registration, payment, and

transfer or exchange of the Commercial Paper Notes maintained by the Issuing and Paying Agent pursuant to **Section 2.06**.

"*Rule*" has the meaning assigned to such term in **Section 4.18**.

"*Senior Lien Obligations*" includes the outstanding (i) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2014, dated June 1, 2014, (ii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2015, dated February 1, 2015, (iii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2016A, dated November 15, 2016, (iv) City of Garland, Texas Electric Utility System Revenue Refunding Bonds, New Series 2016B, dated November 15, 2016, (v) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2018, dated May 15, 2018, (vi) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2019, dated February 15, 2019, (vii) City of Garland, Texas, Electric Utility System Revenue Refunding Bonds, New Series 2019A dated December 1, 2019, (viii) City of Garland, Texas Electric Utility System Revenue Refunding Bonds, New Series 2020, dated June 1, 2020, (ix) City of Garland, Texas Electric Utility System Revenue Refunding Bonds, New Series 2021 dated January 15, 2021 (the "Series 2021 Bonds"), and (x) and any other bonds, notes, contractual or other obligations or other indebtedness issued or incurred by the City in the future that are secured by a lien on and pledge of the Net Revenues on a parity with the Series 2021 Bonds.

"*Stated Termination Date*" means the date on which a Credit Facility expires or terminates by its terms, as such date may be extended pursuant to the terms of such Credit Facility or related Credit Agreement.

"*Subordinate Lien Obligations*" means the Commercial Paper Notes, any Bank Note, obligations of the City under the Issuing and Paying Agent Agreement, any Dealer Agreement, any Credit Agreement and any Note Purchase Agreement, and any bonds, notes, contractual obligations or other obligation or indebtedness of the City secured by a lien on and pledge of Net Revenues on parity with the Commercial Paper Notes, such pledge being subordinate and inferior to the lien on and pledge of Net Revenues that are or will be pledged to the payment of Senior Lien Obligations and the Prior Lien Bonds.

"*Substitute Credit Facility*" means any substitute or replacement irrevocable letter of credit, surety bond, insurance policy or similar instrument securing the payment of the principal of, premium, if any, and interest on, Supported Notes, delivered in accordance with **Section 4.13** in substitution and replacement for a then-existing Credit Facility.

"*Supported Note Payment Fund*" means that fund created pursuant to **Section 4.05**.

"*Supported Notes*" means Notes supported and secured by a Credit Facility.

"*System*" means the City's Electric Utility System, including all present and future extensions, additions, replacements and improvements thereto.

"*Tax Exempt Notes*" means any Commercial Paper Note, the interest on which is excludable from gross income for federal income tax purposes.

"*Taxable Notes*" has the meaning assigned to such term in **Section 4.12**.

"*Transmitted by electronic means*" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message.

EXHIBIT B

FORMS OF COMMERCIAL PAPER NOTES

A. Form of Tax Exempt Note that is a Supported Note

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS ELECTRIC UTILITY SYSTEM
TAX EXEMPT COMMERCIAL PAPER NOTE,
SERIES A

No:	_____	Note Date:	_____
Principal Amount:	_____	Maturity Date:	_____
Interest to Maturity:	_____	Number of Days:	_____
Due at Maturity:	_____	Interest Rate:	_____

Owner: _____

The City of Garland, Texas (the "*City*"), FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the Owner specified above on the Maturity Date specified above, the Principal Amount specified above and to pay interest, if any, on said Principal Amount at said Maturity Date, from the above specified Note Date to said Maturity Date at the per annum Interest Rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year, as may be applicable); both principal of and interest on this Note being payable in lawful money of the United States of America at the designated corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or it successor. No interest will accrue on the Principal Amount hereof after said Maturity Date.

This Tax Exempt Note is one of an issue of commercial paper notes (the "*Commercial Paper Notes*") which, together with the below referenced Bank Note, has been duly authorized and issued in accordance with the provisions of an Ordinance (the "*Ordinance*") passed by the City Council of the City (the "*City Council*") for the purpose of financing Costs of Eligible Projects (as defined in the Ordinance) for the City's Electric Utility System (the "*System*") and to refinance, renew or refund Notes, bonds and other obligations of the System, including interest thereon, in accordance with the provisions of the Ordinance, all in accordance and in strict conformity with the provisions of Chapters 1502 and 1371, Texas Government Code, as amended (the "*Acts*"). Terms used in this Commercial Paper Note and not otherwise defined have the meaning given in the Ordinance.

This Tax Exempt Note, together with the Bank Note, is a Subordinate Lien Obligation payable from and secured by a lien on and a pledge of the Net Revenues of the System, on the

basis and in the priority as described in the Ordinance. Reference is hereby made to the Ordinance for provisions thereof relating to this Tax Exempt Note, including the collection and disposition of revenues, the special funds and accounts charged with and pledged to the payment of the interest on and the principal of this Tax Exempt Note, the nature and extent of the security, the terms and conditions on which this Tax Exempt Note is issued, the rights, duties, and obligations of the City, the Issuing and Paying Agent and the rights of the owner of this Tax Exempt Note, and, by the acceptance of this Tax Exempt Note, the owner hereof assents to all of the provisions of the Ordinance.

The City has covenanted in the Ordinance to maintain at all times while Commercial Paper Notes constituting Supported Notes remain Outstanding a Credit Facility in an amount such that, assuming that this Tax Exempt Note and all other then Outstanding Supported Notes were to become due and payable immediately, the amount available for borrowing under such Credit Facility will be sufficient at that time to pay the principal of and interest on this Tax Exempt Note and all other Commercial Paper Notes secured by such Credit Facility. Under the terms of any Credit Facility, borrowings thereunder to provide payment for the Supported Notes may be subject to certain conditions precedent to the exercise of such borrowings.

This Tax Exempt Note and the other Commercial Paper Notes together with the Bank Note are payable solely from the sources hereinabove identified, and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the City except as identified above. The Commercial Paper Notes are secured by a lien on and pledge of the Net Revenues that is junior and subordinate to the lien and pledge securing the payment of the Prior Lien Bonds and Senior Lien Obligations and the funding of the funds and accounts established by or confirmed in the Ordinance.

This Tax Exempt Note and the interest hereon do not constitute a debt of the State of Texas or a pledge of the faith and credit of the State of Texas or the City. Neither the State of Texas nor the City are obligated to pay this Tax Exempt Note or the interest on this Tax Exempt Note from a source other than as provided in the Ordinance, and neither the faith and credit nor the taxing power of the State of Texas or the City are pledged to the payment of the principal of or the interest on this Tax Exempt Note.

It is hereby certified and recited that all acts, conditions, and things required by law and the Ordinance to exist, to have happened, and to have been performed precedent to and in the issuance of this Tax Exempt Note, do exist, have happened, and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Tax Exempt Note, together with all other Commercial Paper Notes, is not in excess of the principal amount of Commercial Paper Notes permitted to be issued under the Ordinance.

This Tax Exempt Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Tax Exempt Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Tax Exempt Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has authorized and caused this Tax Exempt Note to be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary and the official seal of the City to be impressed or a facsimile thereof to be printed hereon.

COUNTERSIGNED:

_____	_____
City Secretary, City of Garland, Texas	Mayor, City of Garland, Texas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Tax Exempt Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Ordinance.

_____
as Issuing and Paying Agent

By: _____
Authorized Signatory

B. Form of Taxable Note that is a Supported Note

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS ELECTRIC UTILITY SYSTEM
TAXABLE COMMERCIAL PAPER NOTE,
SERIES A

No:	_____	Note Date:	_____
Principal Amount:	_____	Maturity Date:	_____
Interest to Maturity:	_____	Number of Days:	_____
Due at Maturity:	_____	Interest Rate:	_____

Owner: _____

The City of Garland, Texas (the "*City*"), FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the Owner specified above on the Maturity Date specified above, the Principal Amount specified above and to pay interest, if any, on said Principal Amount at said Maturity Date, from the above specified Note Date to said Maturity Date at the per annum Interest Rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year, as may be applicable); both principal of and interest on this Note being payable in lawful money of the United States of America at the designated corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or it successor. No interest will accrue on the Principal Amount hereof after said Maturity Date.

This Taxable Note is one of an issue of commercial paper notes (the "*Commercial Paper Notes*") which, together with the below referenced Bank Note, has been duly authorized and issued in accordance with the provisions of an Ordinance (the "*Ordinance*") passed by the City Council of the City (the "*City Council*") for the purpose of financing Costs of Eligible Projects (as defined in the Ordinance) for the City's Electric Utility System (the "*System*") and to refinance, renew or refund Notes, bonds and other obligations of the System, including interest thereon, in accordance with the provisions of the Ordinance, all in accordance and in strict conformity with the provisions of Chapters 1502 and 1371, Texas Government Code, as amended (the "*Acts*"). Terms used in this Commercial Paper Note and not otherwise defined have the meaning given in the Ordinance.

This Taxable Note, together with the Bank Note, is a Subordinate Lien Obligation payable from and secured by a lien on and a pledge of the Net Revenues of the System, on the basis and in the priority as described in the Ordinance. Reference is hereby made to the Ordinance for provisions thereof relating to this Taxable Note, including the collection and disposition of revenues, the special funds and accounts charged with and pledged to the payment of the interest on and the principal of this Taxable Note, the nature and extent of the security, the terms and conditions on which this Taxable Note is issued, the rights, duties, and obligations of

the City, the Issuing and Paying Agent and the rights of the owner of this Taxable Note, and, by the acceptance of this Taxable Note, the owner hereof assents to all of the provisions of the Ordinance.

The City has covenanted in the Ordinance to maintain at all times while Commercial Paper Notes constituting Supported Notes remain Outstanding a Credit Facility in an amount such that, assuming that this Taxable Note and all other then Outstanding Supported Notes were to become due and payable immediately, the amount available for borrowing under such Credit Facility will be sufficient at that time to pay the principal of and interest on this Taxable Note and all other Commercial Paper Notes secured by such Credit Facility. Under the terms of any Credit Facility, borrowings thereunder to provide payment for the Supported Notes may be subject to certain conditions precedent to the exercise of such borrowings.

This Taxable Note and the other Commercial Paper Notes together with the Bank Note are payable solely from the sources hereinabove identified, and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the City except as identified above. The Commercial Paper Notes are secured by a lien on and pledge of the Net Revenues that is junior and subordinate to the lien and pledge securing the payment of the Prior Lien Bonds and Senior Lien Obligations and the funding of the funds and accounts established by or confirmed in the Ordinance.

This Taxable Note and the interest hereon do not constitute a debt of the State of Texas or a pledge of the faith and credit of the State of Texas or the City. Neither the State of Texas nor the City are obligated to pay this Taxable Note or the interest on this Taxable Note from a source other than as provided in the Ordinance, and neither the faith and credit nor the taxing power of the State of Texas or the City are pledged to the payment of the principal of or the interest on this Taxable Note.

It is hereby certified and recited that all acts, conditions, and things required by law and the Ordinance to exist, to have happened, and to have been performed precedent to and in the issuance of this Taxable Note, do exist, have happened, and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Taxable Note, together with all other Commercial Paper Notes, is not in excess of the principal amount of Commercial Paper Notes permitted to be issued under the Ordinance.

This Taxable Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Taxable Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Taxable Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has authorized and caused this Taxable Note to be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary and the official seal of the City to be impressed or a facsimile thereof to be printed hereon.

COUNTERSIGNED:

_____	_____
City Secretary, City of Garland, Texas	Mayor, City of Garland, Texas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Taxable Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Ordinance.

_____
as Issuing and Paying Agent

By: _____
Authorized Signatory

C. Form of Tax Exempt Note that is a Direct Purchase Note

THE TRANSFERABILITY OF THIS NOTE IS RESTRICTED AS DESCRIBED IN THE ORDINANCE

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS ELECTRIC UTILITY SYSTEM
TAX EXEMPT COMMERCIAL PAPER NOTE,
SERIES A

No:	_____	Note Date:	_____
Principal Amount:	_____	Maturity Date:	_____
Interest to Maturity:	_____	Number of Days:	_____
Due at Maturity:	_____	Interest Rate:	_____

Owner: _____

The City of Garland, Texas (the "*City*"), FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the Owner specified above on the Maturity Date specified above, the Principal Amount specified above and to pay interest, if any, on said Principal Amount on [_____, 20__, and on each _____] thereafter until the maturity date, from the above specified Note Date to said maturity date [at the per annum interest rate shown above][at the [_____] Rate as determined pursuant to the Note Purchase Agreement pursuant to which this Tax Exempt Note was originally purchased] (computed on the basis of [a 360-day year and actual days elapsed][a year of 365 or 366 days, as applicable, and actual days elapsed]); both principal of and interest on this Tax Exempt Note being payable in lawful money of the United States of America at the designated corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or it successor. The payment of interest on this Tax Exempt Note shall be made by the Issuing and Paying Agent to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Issuing and Paying Agent on, and payable solely from, funds of the City required by ordinance (the "*Ordinance*") authorizing the issuance of this Tax Exempt Note passed by the City Council of the City (the "*City Council*") to be on deposit with the Issuing and Paying Agent for such purpose as hereinafter provided; and such check or draft shall be sent by the Issuing and Paying Agent by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the day next preceding each such interest payment date (the "*Record Date*") on the Registration Books kept by the Issuing and Paying Agent. The payment of principal of this Tax Exempt Note, and any accrued interest due at maturity or prior redemption of this Tax Exempt Note, shall be paid to the Registered Owner upon presentation and surrender of this Tax Exempt Note for payment

at the designated corporate trust office of the Issuing and Paying Agent. No interest will accrue on the Principal Amount hereof after said Maturity Date.

Notwithstanding the foregoing, in the event the principal of this Tax Exempt Note is not paid on the Maturity Date specified above, the principal of this Tax Exempt Note shall be payable in installments in the amounts, on the dates, and in the manner set forth in the Note Purchase Agreement pursuant to which this Tax Exempt Note was originally purchased, and interest shall continue to accrue on such principal amount at such rates, and be payable on the dates, and in the manner set forth in such Note Purchase Agreement.

This Tax Exempt Note may be redeemed prior to maturity, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, at a redemption price, on the dates and in the manner set forth in the Note Purchase Agreement pursuant to which this Tax Exempt Note was originally purchased.

This Tax Exempt Note is one of an issue of commercial paper notes (the "*Commercial Paper Notes*") which has been duly authorized and issued in accordance with the provisions of the Ordinance for the purpose of financing Costs of Eligible Projects (as defined in the Ordinance) for the City's Electric Utility System (the "*System*") and to refinance, renew or refund Notes, bonds and other obligations of the System, including interest thereon, in accordance with the provisions of the Ordinance, all in accordance and in strict conformity with the provisions of Chapters 1502 and 1371, Texas Government Code, as amended (the "*Acts*"). Terms used in this Commercial Paper Note and not otherwise defined have the meaning given in the Ordinance.

This Tax Exempt Note is a Subordinate Lien Obligation payable from and secured by a lien on and a pledge of the Net Revenues of the System, on the basis and in the priority as described in the Ordinance. Reference is hereby made to the Ordinance for provisions thereof relating to this Tax Exempt Note, including the collection and disposition of revenues, the special funds and accounts charged with and pledged to the payment of the interest on and the principal of this Tax Exempt Note, the nature and extent of the security, the terms and conditions on which this Taxable Note is issued, the rights, duties, and obligations of the City, the Issuing and Paying Agent and the rights of the owner of this Tax Exempt Note, and, by the acceptance of this Tax Exempt Note, the owner hereof assents to all of the provisions of the Ordinance.

This Tax Exempt Note and the other Commercial Paper Notes together with any Bank Note are payable solely from the sources hereinabove identified, and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the City except as identified above. The Commercial Paper Notes are secured by a lien on and pledge of the Net Revenues that is junior and subordinate to the lien and pledge securing the payment of the Prior Lien Bonds and Senior Lien Obligations and the funding of the funds and accounts established by or confirmed in the Ordinance.

This Tax Exempt Note and the interest hereon do not constitute a debt of the State of Texas or a pledge of the faith and credit of the State of Texas or the City. Neither the State of Texas nor the City are obligated to pay this Tax Exempt Note or the interest on this Tax Exempt Note from a source other than as provided in the Ordinance, and neither the faith and credit nor the taxing power of the State of Texas or the City are pledged to the payment of the principal of or the interest on this Tax Exempt Note.

It is hereby certified and recited that all acts, conditions, and things required by law and the Ordinance to exist, to have happened, and to have been performed precedent to and in the issuance of this Tax Exempt Note, do exist, have happened, and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Tax Exempt Note, together with all other Commercial Paper Notes, is not in excess of the principal amount of Commercial Paper Notes permitted to be issued under the Ordinance.

This Tax Exempt Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Tax Exempt Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Tax Exempt Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has authorized and caused this Tax Exempt Note to be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary and the official seal of the City to be impressed or a facsimile thereof to be printed hereon.

COUNTERSIGNED:

_____	_____
City Secretary, City of Garland, Texas	Mayor, City of Garland, Texas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Tax Exempt Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Ordinance.

_____
as Issuing and Paying Agent

By: _____
Authorized Signatory

D. Form of Taxable Note that is a Direct Purchase Note

THE TRANSFERABILITY OF THIS NOTE IS RESTRICTED AS DESCRIBED IN THE ORDINANCE

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF GARLAND, TEXAS ELECTRIC UTILITY SYSTEM
TAXABLE COMMERCIAL PAPER NOTE,
SERIES A

No:	_____	Note Date:	_____
Principal Amount:	_____	Maturity Date:	_____
Interest to Maturity:	_____	Number of Days:	_____
Due at Maturity:	_____	Interest Rate:	_____
Initial Interest Period:	_____		

Owner: _____

The City of Garland, Texas (the "*City*"), FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the Owner specified above on the Maturity Date specified above, the Principal Amount specified above and to pay interest, if any, on said Principal Amount on [_____, 20__, and on each _____] thereafter until the maturity date, from the above specified Note Date to said maturity date [at the per annum interest rate shown above][at the [_____] Rate as determined pursuant to the Note Purchase Agreement pursuant to which this Taxable Note was originally purchased] (computed on the basis of [a 360-day year and actual days elapsed][a year of 365 or 366 days, as applicable, and actual days elapsed]); both principal of and interest on this Taxable Note being payable in lawful money of the United States of America at the designated corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or it successor. The payment of interest on this Taxable Note shall be made by the Issuing and Paying Agent to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Issuing and Paying Agent on, and payable solely from, funds of the City required by ordinance (the "*Ordinance*") authorizing the issuance of this Taxable Note passed by the City Council of the City (the "*City Council*") to be on deposit with the Issuing and Paying Agent for such purpose as hereinafter provided; and such check or draft shall be sent by the Issuing and Paying Agent by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the day next preceding each such interest payment date (the "*Record Date*") on the Registration Books kept by the Issuing and Paying Agent. The payment of principal of this Taxable Note, and any accrued interest due at maturity or prior redemption of this Taxable Note, shall be paid to the Registered Owner upon presentation and surrender of this Taxable Note for payment at the designated corporate trust office of the Issuing

and Paying Agent. No interest will accrue on the Principal Amount hereof after said Maturity Date.

Notwithstanding the foregoing, in the event the principal of this Taxable Note is not paid on the Maturity Date specified above, the principal of this Taxable Note shall be payable in installments in the amounts, on the dates, and in the manner set forth in the Note Purchase Agreement pursuant to which this Taxable Note was originally purchased, and interest shall continue to accrue on such principal amount at such rates, and be payable on the dates, and in the manner set forth in such Note Purchase Agreement.

This Taxable Note may be redeemed prior to maturity, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, at a redemption price, on the dates and in the manner set forth in the Note Purchase Agreement pursuant to which this Taxable Note was originally purchased.

This Taxable Note is one of an issue of commercial paper notes (the "*Commercial Paper Notes*") which has been duly authorized and issued in accordance with the provisions of the Ordinance for the purpose of financing Costs of Eligible Projects (as defined in the Ordinance) for the City's Electric Utility System (the "*System*") and to refinance, renew or refund Notes, bonds and other obligations of the System, including interest thereon, in accordance with the provisions of the Ordinance, all in accordance and in strict conformity with the provisions of Chapters 1502 and 1371, Texas Government Code, as amended (the "*Acts*"). Terms used in this Commercial Paper Note and not otherwise defined have the meaning given in the Ordinance.

This Taxable Note is a Subordinate Lien Obligation payable from and secured by a lien on and a pledge of the Net Revenues of the System, on the basis and in the priority as described in the Ordinance. Reference is hereby made to the Ordinance for provisions thereof relating to this Taxable Note, including the collection and disposition of revenues, the special funds and accounts charged with and pledged to the payment of the interest on and the principal of this Taxable Note, the nature and extent of the security, the terms and conditions on which this Taxable Note is issued, the rights, duties, and obligations of the City, the Issuing and Paying Agent and the rights of the owner of this Taxable Note, and, by the acceptance of this Taxable Note, the owner hereof assents to all of the provisions of the Ordinance.

This Taxable Note and the other Commercial Paper Notes together with any Bank Note are payable solely from the sources hereinabove identified, and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the City except as identified above. The Commercial Paper Notes are secured by a lien on and pledge of the Net Revenues that is junior and subordinate to the lien and pledge securing the payment of the Prior Lien Bonds and Senior Lien Obligations and the funding of the funds and accounts established by or confirmed in the Ordinance.

This Taxable Note and the interest hereon do not constitute a debt of the State of Texas or a pledge of the faith and credit of the State of Texas or the City. Neither the State of Texas nor the City are obligated to pay this Taxable Note or the interest on this Taxable Note from a source other than as provided in the Ordinance, and neither the faith and credit nor the taxing power of the State of Texas or the City are pledged to the payment of the principal of or the interest on this Taxable Note.

It is hereby certified and recited that all acts, conditions, and things required by law and the Ordinance to exist, to have happened, and to have been performed precedent to and in the issuance of this Taxable Note, do exist, have happened, and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Taxable Note, together with all other Commercial Paper Notes, is not in excess of the principal amount of Commercial Paper Notes permitted to be issued under the Ordinance.

This Taxable Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Taxable Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Taxable Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has authorized and caused this Taxable Note to be executed on behalf of the City by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary and the official seal of the City to be impressed or a facsimile thereof to be printed hereon.

COUNTERSIGNED:

City Secretary, City of Garland, Texas	Mayor, City of Garland, Texas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Taxable Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Ordinance.

_____
as Issuing and Paying Agent

By: _____
Authorized Signatory

EXHIBIT C

FORM OF TECP MASTER NOTE

The Depository Trust Company

A subsidiary of The Depository Trust & Clearing Corporation

MUNICIPAL COMMERCIAL PAPER — [TE]CP MASTER NOTE

[(Tax Exempt)][(Taxable)]

_____

[Date of Issuance]

THE CITY OF GARLAND, TEXAS ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by [ISSUING AND PAYING AGENT] ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

[ISSUING AND PAYING AGENT]	CITY OF GARLAND, TEXAS
By: _____	By: _____
(Authorized Countersignature)	(Authorized Signature)

The provisions of the City of Garland, Texas Electric Utility System [Tax Exempt][Taxable] Commercial Paper Note, Series A, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes. The aggregate principal amount of Commercial Paper Notes at any one time Outstanding shall not exceed the amount authorized in Section 2.01 of the Ordinance authorizing the issuance of the Commercial Paper Notes, as amended, (the "Ordinance") as such authorized amount may be limited by Section 3.03 of the Ordinance.

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

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

_____

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:
Signature(s) Guaranteed:

_____
(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT D

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the Ordinance with respect to the issuance and sale of Notes, letters of instructions and/or memoranda from bond counsel (the "*Closing Documents*"), are intended to assist the City in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Tax Exempt Notes.

A. ***Arbitrage Compliance***. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Tax Exempt Notes. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Tax Exempt Notes issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Tax Exempt Notes that are issued to finance public improvements or to acquire land or personal property, the City's Chief Financial Officer (such officer, together with other employees of the City who report to such officer, is collectively, the "*Responsible Person*") will:

1. Instruct the appropriate person who is primarily responsible for the acquisition, construction, renovation or equipping of the Eligible Projects financed with Tax Exempt Notes (for purposes of this **Exhibit D**, a "*Project*") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Tax Exempt Notes are entered into within 6 months of the date of issuance of a Tax Exempt Note (the "*Issue Date*") and that (ii) a Project must proceed with due diligence;

2. Monitor that at least 85% of the proceeds of the Tax Exempt Notes to be used for the construction, renovation or acquisition of a Project are expended within three years of the Issue Date;

3. Monitor the yield on the investments purchased with proceeds of the Tax Exempt Notes and restrict the yield of such investments to the yield on the Tax Exempt Notes after three years of the Issue Date;

4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Tax Exempt Notes, such as the Second Tier Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than yield on the Tax Exempt Notes does not exceed an amount equal to the debt service on the Tax Exempt Notes in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Tax Exempt Notes for the immediately preceding 12-month period; and

5. Ensure that no more than 50% of the proceeds of the Tax Exempt Notes are invested in an investment with a guaranteed yield for four years or more.

Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the City issues Tax Exempt Notes and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-exempt Tax Exempt Note Issues. For all issuances of Tax Exempt Notes, the Responsible Person will:

1. Maintain any official action of the City (such as a reimbursement resolution) stating the City's intent to reimburse with the proceeds of the Tax Exempt Notes any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

2. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every five years after the Issue Date and (ii) within 30 days after the date the Tax Exempt Notes are retired.

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

1. Develop procedures or a “tracking system” to identify all property financed with tax-exempt debt;

2. Monitor and record the date on which a Project is substantially complete and available to be used for the purpose intended;

3. Monitor and record whether, at any time Tax Exempt Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of a Project financed or refinanced with Tax Exempt Notes;

4. Monitor and record whether, at any time the Tax Exempt Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of a Project financed or refinanced with Tax Exempt Notes;

5. Monitor and record whether, at any time the Tax Exempt Notes are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use a Project financed or refinanced with Tax Exempt Notes to conduct or to direct the conduct of research;

6. Monitor and record whether, at any time the Tax Exempt Notes are outstanding, any person, other than the City, has a naming right for a Project financed or refinanced with Tax Exempt Notes or any other contractual right granting an intangible benefit;

7. Monitor and record whether, at any time the Tax Exempt Notes are outstanding, a Project financed or refinanced with Tax Exempt Notes are sold or otherwise disposed of; and

8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. ***Record Retention***. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of Tax Exempt Notes and the use of a Project financed or refinanced thereby for a period ending three years after the complete extinguishment of the Tax Exempt Notes. If any portion of Tax Exempt Notes is refunded with the proceeds of Tax Exempt Notes or other tax-exempt obligations, such records shall be maintained until the three years after the refunding Tax Exempt Notes or other tax exempt obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. ***Responsible Persons***. Each Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of a Project financed or refinanced with the proceeds of the Tax Exempt Notes. The foregoing

notwithstanding, each Responsible Person shall report to the City Council whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking City Council approval to engage or utilize existing advisors and agents for such purposes.

NOTE PURCHASE AGREEMENT

dated August [___], 2021

between

CITY OF GARLAND, TEXAS

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

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NOTE PURCHASE AGREEMENT

August [___], 2021

City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040
Attention: [_____]

Ladies and Gentlemen:

The undersigned Wells Fargo Bank, National Association (the *"Bank"*) offers to enter into this Note Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the *"Agreement"*) with the City (as hereinafter defined), for the purchase by the Bank and sale by the City of the Notes specified below. This offer is made subject to the City's written acceptance on the Closing Date, and upon such acceptance this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Bank.

ARTICLE I

DEFINITIONS

Section 1.1. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings as are set forth in the Ordinance (as defined herein). In addition to the terms defined elsewhere in this Agreement, the following terms shall have the indicated meanings:

"1933 Act" means the Securities Act of 1933, as the same shall from time to time be supplemented or amended.

"*Acts*" means, collectively, Chapter 1502, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended.

"Affiliate" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Amortization End Date" means the earliest to occur of (a) the third (3rd) anniversary of the Termination Date and (b) the date on which all Notes are redeemed, repaid, prepaid or cancelled in accordance with the terms of the Ordinance and this Agreement.

"Amortization Period" has the meaning set forth in Section 2.1(c) hereof.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"Authorized Representative" means in the case of the City, the Mayor, the City Manager, any Assistant City Manager, the Finance Director, the Chief Financial Officer of the System or such other person or persons of the City designated in writing by the City Manager to act as an Authorized Representative.

"Available Commitment" means, on any date, an initial amount equal to $150,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the principal amount of any Note purchased by the Bank pursuant to the terms hereof; (b) upward in an amount equal to the principal amount of any Note paid by the City pursuant to the terms of Section 2.5 hereof; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that,* after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed $150,000,000 at any one time.

"Bank" has the meaning specified in the introductory paragraph hereof.

"Bank Documents" means (a) this Agreement and (b) all certificates, opinions, financing statements and other documents or instruments made or delivered in accordance with this Agreement, each as amended from time to time in accordance with its respective terms and with the terms of this Agreement.

"Bank Rate" means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Termination Date to and including the one hundred eightieth (180th) day immediately succeeding the Termination Date, the Base Rate from time to time in effect and (ii) from the period from and after the one hundred eighty-first (181st) day immediately succeeding the Termination Date, the Base Rate from time to time in effect *plus* one percent (1.0%)%; *provided that* if an Event of Default has occurred and is continuing, the Bank Rate shall equal the Default Rate.

"Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.0%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.0%), and (iii) seven percent (7.0%).

"Bond Counsel" means (i) McCall, Parkhurst & Horton L.L.P. or (ii) another attorney or firm of attorneys nationally recognized in the area of municipal bonds which shall be acceptable to the Bank.

"Business Day" means any day (i) when banks are not required or authorized by law or executive order to be closed in Garland, Texas, New York, New York, the city in which the office

of the Bank at which Requests for Purchase are to be honored is located or the city in which the Issuing and Paying Agent is located, (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed and (iii) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Note, any day that is a Business Day described in clauses (i) and (ii).

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"City" means the City of Garland, Texas, a political subdivision and home rule municipal corporation of the State of Texas.

"City Documents" means (a) the Ordinance, (b) the Issuing and Paying Agent Agreement, (c) the Notes, (d) this Agreement, (e) each of the Bank Documents, and (f) the Custodian Agreement, to the extent the City is a party thereto.

"City Rating" means the long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each Rating Agency to any of the City's Senior Lien Obligations.

"Closing" has the meaning specified in Section 2.2 hereof.

"Closing Date" means August [___], 2021.

"Code" means the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable Treasury Regulations from time to time promulgated or proposed thereunder.

"Commitment" means the agreement of the Bank pursuant to Section 2.1 hereof to make purchases of Notes under the terms hereof for the account of the City the proceeds of which shall be used for the purposes set forth in the Ordinance.

"Commitment Expiration Date" means August [___], 2025, unless extended as provided herein.

"Commitment Fee" has the meaning set forth in Section 2.6(a) hereof.

"Commitment Fee Rate" has the meaning set forth in Section 2.6(a) hereof.

"Computation Date" means (i) with respect to the SIFMA Index, Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day, and (ii) with respect to Daily Simple SOFR, each day.

"Credit Agreements" means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for bonds or notes of the City secured by or payable from Net Revenues (it being understood that any Swap Contract entered into by the City will not constitute any of the aforementioned documents or agreements).

"Custodian Agreement" means that certain Custody Agreement dated August [__], 2021 by and between the Issuing and Paying Agent and the Bank, as the same may be amended, restated, or otherwise modified from time to time.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Bank in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; *provided*, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion. Notwithstanding anything herein to the contrary, if Daily Simple SOFR as determined as provided above would be less than zero percent (0.0%), then Daily Simple SOFR shall be deemed to be zero percent (0.0%).

"Debt" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) all obligations of such Person as lessee under capital leases, (d) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, (e) all Guarantees by such Person of Debt of other Persons, (f) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments and (g) all net obligations of such Person under any Swap Contract.

"Debt Service" means, for any period, without duplication, the sum of the amounts required for such period to pay principal of, to fund any sinking fund requirements for, and to pay interest on Senior Lien Obligations, the Prior Lien Bonds, the Notes, and Subordinate Lien Obligations.

"Default" means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Rate" means, for any day, the Base Rate plus 3.00%.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Noteholder or any former Noteholder notifies the City that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the City of such notification from such Noteholder or such former Noteholder, the City shall deliver to such Noteholder or such former Noteholder, as applicable, a ruling or determination letter issued to or on behalf of the City by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the City shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the City shall receive notice from a Noteholder or any former Noteholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Noteholder or such former Noteholder the interest on any Note due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the City has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from a Noteholder or former Noteholder, the City shall promptly reimburse such Noteholder or former Noteholder for any payments, including any taxes, interest, penalties or other charges, such Noteholder (or former Noteholder) shall be obligated to make as a result of the Determination of Taxability.

"Dollar" and *"$"* mean lawful money of the United States.

"Downgrade" means each rating category reduction of the long-term debt rating assigned by Moody's, S&P or Fitch to the unenhanced Senior Lien Obligations (or if all such Senior Lien Obligations are no longer outstanding or are enhanced, then the long-term rating assigned to the unenhanced senior lien debt of the System); for example, a rating reduction by any of the foregoing rating agencies from "A-" (or its equivalent) to "BBB" (or its equivalent) would constitute two rating category reductions for purposes of this definition.

"Downgrade Event" means a reduction of the City Rating to below "Baa1," "BBB+," or "BBB+" by any of Moody's, Fitch, or S&P. respectively.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

"Event of Default" with respect to this Agreement has the meaning set forth in Section 7.1 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

"Event of Taxability" means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with this Agreement or the issuance, sale or delivery of the Notes) which has the effect of causing interest paid or payable on any Note to become includable, in whole or in part, in the gross income of a Noteholder or any former Noteholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on any Note to become includable, in whole or in part, in the gross income of such Noteholder or such former Noteholder for federal income tax purposes with respect to any Note.

"Excess Interest Amount" has the meaning set forth in Section 3.5(b) hereof.

"*February 2021 Adverse Weather Event*" means the winter storm that impacted the City and the State of Texas beginning on February 12, 2021 that resulted in the incurrence of extraordinary fuel, ancillary services and electric purchase costs by the System, which adversely and materially impacted the financial condition of the System.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and

(b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Bank on such day on such transactions as determined by the Bank. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

"Fiscal Year" means the fiscal year used by the City, which as of the Closing Date is the period from and including October 1 to and including September 30.

"Fitch" means Fitch Ratings, Inc., and its successors and assigns.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

"Governmental Approvals" means an authorization, consent, approval, license or exemption of, registration or filing with, or report to any Governmental Authority.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Financial Conduct Agency, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

"Governmental Body" shall mean the United States of America or any state or political subdivision thereof, any other nation or political subdivision thereof or any agency, department, commission, board, bureau or instrumentality of any of them which exercises jurisdiction over the City or any of its assets or the conduct of the business of the City in any such jurisdiction.

"Governmental Requirements" means any law, ordinance, order, rule or regulation by a Governmental Body.

"Guarantee" means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

"Indemnified Taxes" means Taxes other than taxes imposed on or measured by the net income or capital of the Bank or Participant.

"Indemnitee" has the meaning set forth in Section 3.2(a) hereof.

"Initial Commitment Amount" means $150,000,000.

"Interest Payment Date" means, as to any Note, monthly in arrears on the first Business Day of each calendar month of each calendar year and on the related Note Maturity Date.

"Investment Policy" means the investment policy of the City, delivered to the Bank pursuant to Section 5.1 hereof.

"Issuing and Paying Agent" means the entity chosen as Issuing and Paying Agent under the Issuing and Paying Agent Agreement and its successors and assigns.

"Issuing and Paying Agent Agreement" means that certain Issuing and Paying Agent Agreement dated as of **[_____, 2021]**, between the City and the Issuing and Paying Agent, as the same may be amended, modified or supplemented from time to time in accordance with its terms and the terms hereof.

"Laws" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

"Legal Action" has the meaning given to that term in Section 4.3 hereof.

"Legal Requirements" applicable to any Person means (a) all decisions, statutes, ordinances, rulings, directions, rules, regulations, orders, writs, decrees, injunctions, permits, certificates or other requirements of any court or other Governmental Authority in any way applicable to or affecting such property, such transaction or such Person or its business operations, or assets, (b) all such Person's bylaws (or code or regulations) and articles of incorporation or partnership, limited partnership, joint venture, trust, or other form of business association agreement, and (c) all other written contractual obligations of any nature applicable to or affecting such property or such person.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Majority Noteholder" means the Noteholders with a majority of the aggregate principal amount of Notes from time to time. As of the Closing Date, the Bank shall be the Majority Noteholder.

"Material Adverse Change" means the occurrence of any event or change, which separately or in the aggregate with the occurrence of other events, results or could reasonably be expected to result in a Material Adverse Effect.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the System; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party or the rights, security, interests or remedies of the Bank hereunder or under any other Related Document.

"Maximum Rate" means the maximum net effective interest rate permitted by State law to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"*Net Revenues*" has the meaning set forth in the Ordinance.[1]

"*Senior Lien Ordinance"* means, collectively, (i) the ordinances of the City authorizing the outstanding Senior Lien Obligations, and (ii) any additional ordinance(s) adopted by the City providing for the issuance of any additional Senior Lien Obligations thereunder.

"Note" or *"Notes"* has the meaning specified in Section 2.1(a) hereof.

"Note Maturity Date" means, for each Note, the maturity date designated in such Note at the time of issuance pursuant to the terms of Section 2.1(c) hereof.

"Note Repayment Fund" has the meaning set forth in the Ordinance.

"Noteholder" or *"Holder"* means the Bank and each Bank Transferee or Non-Bank Transferee pursuant to Section 8.2 hereof so long as such Bank Transferee or Non-Bank Transferee is an owner of Notes.

"Obligations" means all amounts payable by the City, and all other payment obligations to be performed by the City, pursuant to this Agreement and the other Related Documents (including any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents); provided that "Obligations" shall not include principal of or interest on the Notes.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Ordinance" means Ordinance No. [_____] adopted by the City on **[August 3, 2021]**, as the same may be amended and supplemented in accordance with its terms and the terms hereof.

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1 To conform with bond documents as necessary. This is the correct term.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

"Participant" means any financial institution or other Person now or hereafter directly or indirectly participating in the rights and obligations of the Bank pursuant to Section 8.2(d) hereof.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Permitted Investments" means direct obligations of the United States of America, or other obligations permitted by the Texas Public Funds Investment Act, as amended.

"Person" means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Prime Rate" means on any day, the rate of interest per annum then most recently established and published by the Bank as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

"Prior Lien Bonds" shall have the meaning set forth in the Ordinance.

"Prior Lien Ordinance" means the ordinance of the City authorizing the issuance of the Prior Lien Bonds.

"Property" means the System and any interest in any kind of other property or asset related to or necessary to the operation of the System, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Purchase" means each purchase of a Note described in Section 2.3 hereof.

"Purchase Date" means each date on which a Purchase occurs.

"Rating Agency" means, individually or collectively, as applicable, Fitch, Moody's and S&P.

"*Rating Documentation*" has the meaning set forth in Section 5.1 hereof.

"Reduction Fee" means an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of the permanent reduction of the Commitment pursuant to Section 2.7(a) hereof, (B) the difference between (x) the Initial Commitment Amount and (y) the sum of the Available Commitment after the reduction and the aggregate principal amount of the Notes outstanding after the reduction and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the first anniversary of the Closing Date, and the denominator of which is 360.

"Related Documents" means collectively, the Bank Documents and the City Documents.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means the FRB or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB or the Federal Reserve Bank of New York, or any successor thereto.

"Request for Purchase" means the request for a purchase of a Note by the Bank, in the form of Exhibit A hereto.

"Risk-Based Capital Guidelines" means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

"S&P" means S&P Global Ratings, and any successor rating agency.

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"Senior Lien Obligations" shall have the meaning set forth in the Ordinance.

"SIFMA" means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

"SIFMA Index" means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate

issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Municipal Bond 7-Day High Grade Index. If the S&P Municipal Bond 7-Day High Grade Index is no longer published, "SIFMA Index" shall mean a comparable or successor index reasonably selected and approved by the Bank; *provided* that, to the extent a comparable or successor index is approved by the Bank, in connection herewith, the approved index shall be applied in a manner consistent with market practice; *provided, further* that, to the extent such market practice is not administratively feasible for the Bank, such approved index shall be applied in a manner as otherwise reasonably determined by the Bank. If the SIFMA Index shall be less than zero basis points (0.00%), such rate shall be deemed zero basis points (0.00%) for purposes hereof.

"SIFMA Index Interest Period" means, while any Tax Exempt Note bears interest at the SIFMA Index Rate, the period from (and including) the Purchase Date of such Note to and including the day prior to the next succeeding SIFMA Rate Reset Date, and thereafter shall mean the period from (and including) the applicable SIFMA Rate Reset Date through and including the day prior to the next succeeding SIFMA Rate Reset Date.

"SIFMA Index Rate" means a rate per annum of interest established on each Computation Date equal to the sum of (a) the Tax-Exempt Applicable Margin plus (b) the SIFMA Index.

"SIFMA Index Rate Period" means, with respect to any Note bearing interest at the Tax-Exempt Floating Rate, each period from and including the Purchase Date with respect to such Note to but excluding the Note Maturity Date for the Note.

"SIFMA Rate Reset Date" means Thursday of each week.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day. Notwithstanding anything herein to the contrary, if SOFR as determined as provided above would be less than zero percent (0.0%), then SOFR shall be deemed to be zero percent (0.0%).

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of SOFR).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Index Rate" means a rate per annum of interest borne by Taxable Notes established on each day equal to the sum of (a) the Taxable Applicable Margin plus (b) Daily Simple SOFR.

"SOFR Index Rate Period" means, with respect to any Taxable Note, each period from and including the Purchase Date with respect to such Note to but excluding the Note Maturity Date for the Note.

"State" means the State of Texas.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, - equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *"Master Agreement"*), including any such obligations or liabilities under any Master Agreement. For purposes of clarity, a Swap Contract does not include any forward commodity contract, commodity options or similar transactions if the related contract and the City's payment obligations thereunder are payable as an operating expense of the System, and not from a lien on the Net Revenues.

"System" shall have the meaning set forth in the Ordinance.

"Taxable Note(s)" shall have the meaning set forth in the Ordinance.

"Tax Certificate" means that certain Federal Tax Certificate relating to each Tax-Exempt Note dated no later than the first Purchase Date to occur hereunder, by the City, relating to any Tax-Exempt Notes initially sold and delivered hereunder, as the same may be amended or supplemented from time to time.

"Tax-Exempt Applicable Margin" means, initially 45 basis points (0.45%), which is subject to maintenance of the current City Rating. In the event of a change in the City Rating, the Tax-Exempt Applicable Margin shall equal the number of basis points set forth in the Level associated with the lowest City Rating as set forth in the schedule below:

	CITY RATING			
	MOODY'S	S&P	FITCH	TAX-EXEMPT APPLICABLE MARGIN BASIS POINTS (%)[2]
Level I	A2	A	A	0.45%
Level II	A3	A-	A-	0.60%
Level III	Baa1	BBB+	BBB+	0.75%

In the event of a split City Rating (i.e., one of the Rating Agency's City Rating is at a different Level than the City Rating of either of the other Rating Agencies), the Tax-Exempt Applicable Margin shall be based upon the Level in which the lowest City Rating appears (for the avoidance of doubt, Level III is the lowest Level, and Level I is the highest Level for purposes of the above pricing matrix). Any change in the Tax-Exempt Applicable Margin resulting from a change in the City Rating shall be and become effective as of and on the date of the public announcement of the change in the City Rating. References to the City Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the City Rating in connection with the adoption of a *"global"* rating scale, each City Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that a Downgrade Event occurs, or any City Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the Tax-Exempt Applicable Margin is that specified above for Level I.

"Tax-Exempt Floating Rate" means a floating rate per annum equal to the SIFMA Index Rate to be borne by Tax-Exempt Notes; *provided, however,* that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, *"Tax-Exempt Floating Rate"* shall mean the Default Rate.

"Tax-Exempt Note(s)" shall have the meaning set forth in the Ordinance.

"Taxable Applicable Margin" means, initially 60 basis points (0.60%), which is subject to maintenance of the current City Rating. In the event of a change in the City Rating, the Applicable

2 Contingent upon rating at closing.

Margin shall equal the number of basis points set forth in the Level associated with the lowest City Rating as set forth in the schedule below:

	CITY RATING			
	MOODY'S	S&P	FITCH	APPLICABLE MARGIN BASIS POINTS (%)[3]
Level I	A2	A	A	0.60%
Level II	A3	A-	A-	0.75%
Level III	Baa1	BBB+	BBB+	0.90%

In the event of a split City Rating (i.e., one of the Rating Agency's City Rating is at a different Level than the City Rating of either of the other Rating Agencies), the Taxable Applicable Margin shall be based upon the Level in which the lowest City Rating appears (for the avoidance of doubt, Level III is the lowest Level, and Level I is the highest Level for purposes of the above pricing matrix). Any change in the Taxable Applicable Margin resulting from a change in the City Rating shall be and become effective as of and on the date of the public announcement of the change in the City Rating. References to the City Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the City Rating in connection with the adoption of a *"global"* rating scale, each City Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that a Downgrade Event occurs, or any City Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case, the interest rate on the Notes shall increase automatically to the Default Rate. The City acknowledges that as of the Closing Date the Taxable Applicable Margin is that specified above for Level I.

"Taxable Date" means the date on which interest on any Note is first includable in gross income of any Noteholder thereof (including the Bank) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

"Taxable Period" has the meaning set forth in Section 2.8(a) hereof.

"Taxable Rate" means a floating rate per annum equal to the SOFR Index Rate; *provided, however,* that immediately and upon the occurrence of an Event of Default (and without any notice given with respect thereto) and during the continuation of such Event of Default, *"Taxable Rate"* shall mean the Default Rate.

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3 Contingent upon rating at closing.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Termination Date" means the earliest of (i) the Commitment Expiration Date, as such date may be extended pursuant to Section 2.10 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof, and (iii) the date the Commitment terminates by its terms in accordance with Section 7.2 hereof.

"Termination Fee" means an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of termination of the Commitment pursuant to Section 2.7(b) hereof, (B) the difference between (x) the Initial Commitment Amount and (y) the principal amount of any permanent reduction to the Commitment pursuant to Section 2.7(a) hereof for which a Reduction Fee has been paid to the Bank and (C) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including the first anniversary of the Closing Date, and the denominator of which is 360.

Section 1.2. Other Interpretive Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "*include*," "*includes*" and "*including*" shall be deemed to be followed by the phrase "without limitation." The word "*will*" shall be construed to have the same meaning and effect as the word "*shall*." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Related Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "*hereto*," "*herein*," "*hereof*" and "*hereunder*," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (iv) all references in this Agreement to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to this Agreement in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "*asset*" and "*property*" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*;" the words "*to*" and "*until*" each mean "*to but excluding*;" and the word "*through*" means "*to and including*."

(c) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 1.3. Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements of the City, *except* as otherwise specifically prescribed herein.

Section 1.4. Rounding. Any financial ratios required to be maintained by the City pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.5. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

ARTICLE II

SALE AND PURCHASE; CLOSING

Section 2.1. Purchase and Sale of Notes. (a) From the Closing Date through the Termination Date, and upon and subject to the terms and conditions and on the basis of the representations, warranties and agreements contained herein, the Bank hereby agrees, when requested by the City pursuant to this Agreement, to purchase from the City from time to time (but in no event more one (1) purchases per Business Day) in an aggregate principal amount not to exceed the Available Commitment, and the City hereby agrees to sell and deliver to the Bank from time to time the City of Garland, Texas Electric System Commercial Paper Notes, Series A in the form attached as **Exhibit B to the Ordinance** (the *"Notes"*), upon issuance thereof under the terms and conditions of the **Ordinance**, in one or more installments on each Purchase Date. The Notes are authorized pursuant to the provisions of the Act and the Ordinance, and are to be issued only for the purposes authorized under the Ordinance. The Notes are issued as Subordinate Lien Obligations, and, pursuant to the **Ordinance**, the principal of and interest on the Notes are payable from and secured by a lien on and pledge of Net Revenues, subject to the terms and conditions of the **Ordinance**.

(b) Pursuant to and subject to the terms of this Agreement, each Note shall be sold to the Bank at a purchase price equal to the principal amount of each Note and no accrued interest and the Bank shall pay such purchase price to the City upon delivery of such Note to the Bank on the related Purchase Date.

(c) Each Note shall (i) be dated the date such Note is delivered to the Bank, (ii) be secured by the Net Revenues in the manner described in Section 2.1(a) hereof, (iii) mature not later than the earlier of (A) three hundred sixty-four (364) days following the related Purchase Date, and

(B) the Commitment Expiration Date and (iv) be in a minimum principal amount of $1,000,000 or an integral multiple of $100,000 in excess thereof. Interest on the Notes shall be calculated on the basis of a year of 360 days and actual days elapsed from the Purchase Date.

Section 2.2. Closing. At such date and time as shall have been mutually agreed upon by the City and the Bank, the certificates, opinions and other documents required by Section 5.1 below shall be executed and delivered (all of the foregoing actions are herein referred to collectively as the *"Closing"*). Assuming the Closing is completed in accordance with the provisions of this Agreement then, subject to the provisions of this Agreement and the conditions set forth in Section 5.2 hereof, the Bank shall purchase each Note and pay the purchase price therefor specified in Section 2.1(b) hereof (and the City shall issue and deliver such Note) at each Purchase.

Section 2.3. Method of Purchase. (a) Each purchase of a Note shall be made upon the City's irrevocable notice to the Bank and the Issuing and Paying Agent in the form of a Request for Purchase with blanks appropriately completed. Each Request for Purchase shall be signed by an Authorized Representative and shall specify: (1) the Purchase Date which shall be a Business Day and shall be at least three (3) Business Days after the date of the Request for Purchase in the case of a Note; (2) the principal amount of the Note to be purchased, which shall not exceed the Available Commitment as of the proposed Purchase Date; and (3) that the requested Note shall bear interest at the Tax-Exempt Floating Rate or the Taxable Rate, as specified in the Request for Purchase. Each Request for Purchase must be received by the Bank not later than 10:00 a.m. New York time three (3) Business Days immediately prior to the requested Purchase Date in the case of a Note.

(b) Upon receipt of a Request for Purchase for a Note by the Bank, subject to the terms and conditions of this Agreement, the Bank shall be required to make a purchase for a Note by 3:00 p.m. New York City time on the proposed Purchase Date for the account of the City in an amount equal to the amount of the requested purchase. Notwithstanding the foregoing, in the event such Request for Purchase for a Note is received by the Bank after 10:00 a.m. New York time on the Business Day which is three (3) Business Days immediately prior to the day of the proposed Purchase, the Bank shall be required to make the related Purchase for a Note by 3:00 p.m. New York City time on the Business Day immediately following the proposed Purchase Date.

(c) If, after examination, the Bank shall have determined that a Request for Purchase does not conform to the terms and conditions hereof, then the Bank shall use its best efforts to give notice to the City and the Issuing and Paying Agent to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The City may attempt to correct any such nonconforming Request for Purchase, if, and to the extent that, the City is entitled (without regard to the provisions of this sentence) and able to do so. The Bank shall give notice to the City and the Issuing and Paying Agent of the SIFMA Index Rate applicable to each SIFMA Index Rate Period or the SOFR Index Rate applicable to each SOFR Index Rate Period, as applicable, on or before the related Interest Payment Date. During the existence of a Default or an Event of Default, no Notes may be requested without the prior written consent of the Bank in its sole discretion.

Section 2.4. Interest Rate. (a) Each Note shall bear interest at a rate per annum equal to the lesser of (1) the Maximum Rate or (2) the Tax-Exempt Floating Rate for Tax-Exempt Notes or the Taxable Rate for Taxable Notes, as applicable. The Bank shall determine the Tax-Exempt Floating Rate on each Computation Date during each SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date, commencing on and including the first day of the applicable SIFMA Index Interest Period to and including the last day of such SIFMA Index Interest Period. The Tax-Exempt Floating Rate shall be rounded to the fifth decimal place. The Bank shall determine the Taxable Rate on each day during each SOFR Index Rate Period, and such rate shall become effective on each day next succeeding such date that the SOFR Index Rate is determined, commencing on and including the first day of the applicable SOFR Index Interest Period to and including the last day of such SOFR Index Interest Period. The Taxable Rate shall be rounded to the fifth decimal place.

(b) Any principal of, and to the extent permitted by State law, any interest on the Notes and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on demand, at a rate per annum equal to the lesser of (i) the Default Rate and (ii) subject to Section 3.5 hereof, Maximum Rate.

(c) From and after the Taxable Date, each Note shall bear interest at the Taxable Rate.

(d) (i) The determination of any Tax-Exempt Floating Rate and Taxable Rate, as applicable, by the Bank shall be conclusive and binding upon the City absent manifest error.

(ii) If the Bank shall fail for any reason to determine the Tax-Exempt Floating Rate on any Computation Date, the Tax-Exempt Floating Rate shall be the rate established for the immediately prior SIFMA Index Interest Period. If the Bank shall fail for any reason to determine the Taxable Rate on any day, the Taxable Rate shall be the rate established for the immediately prior day on which such Notes bore interest at the Taxable Rate.

[*Section 2.5. Payment.* (a) Subject to subsection (c) below, accrued but unpaid interest on each Note shall be due and payable on the applicable Interest Payment Date. All outstanding principal of a Note shall be due and payable on the related Note Maturity Date. Interest due and payable on a Note shall be equal to the amount accrued to, but excluding the related payment date. If the payment date for the principal of or interest on a Note is a day other than a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended period of time shall be included in the computation of interest; *provided, however*, the payment of interest on a Note on such extended date shall have the same force and effect as if made on the original payment date.

(b) Subject to Section 2.9 hereof, the City may prepay or redeem any Note, in whole or in part, provided at least ten (10) Business Days' prior written notice is given by the City to the Bank and the Issuing and Paying Agent. Each such notice shall specify the date and amount of such prepayment. Each such notice of optional prepayment shall be irrevocable and shall bind the City to make such prepayment in accordance with such notice. Any prepayment of a Note shall be in a principal amount of $1,000,000 or a whole multiple

of $100,000 in excess thereof or, if less, the entire principal amount of the particular Note then outstanding. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due and payable at such time pursuant to this Agreement.

(c) In the event the Bank has not received payment on the Termination Date for any outstanding Notes, the City shall cause principal of and interest on the Notes to be repaid on the Termination Date and, if the Notes are not repaid on the Termination Date, it shall constitute an Event of Default hereunder, and the City shall pay or cause to be paid to the Bank interest on the unpaid principal amount of the Notes until the date all Notes are paid in full at a rate per annum equal to the Default Rate, payable on demand; *provided* that, if the City is required to repay the Notes as set forth above and (i) no Default or Event of Default shall have occurred and be continuing, (ii) the representations and warranties set forth in Article IV shall be true and correct on, and shall be deemed to have been made on, the Termination Date (except to the extent that any such representations and warranties expressly relate to an earlier date), and (iii) no Downgrade Event shall have occurred, then the principal amount of Notes shall be due and payable on the date that is thirty (30) days following the Termination Date and shall accrue interest during such thirty (30) day period at the Bank Rate. Upon the City's written request to enter into an Amortization Period (as hereinafter defined) in the form of Exhibit H hereto delivered to the Bank no later than thirty (30) days after the Facility Termination Date and provided that (i) no Default or Event of Default shall have occurred and be continuing on such date, (ii) the representations and warranties set forth in Article IV hereof shall be true and correct on, and shall be deemed to have been made on, the date that is thirty (30) days following the Termination Date, and (iii) no Downgrade Event shall have occurred, then the City shall cause the principal amount of such Notes to be redeemed in full on or before the Amortization End Date (the period commencing on the ninetieth (90th) calendar day following the Termination Date and ending on the Amortization End Date is herein referred to as the *"Amortization Period"*). During the Amortization Period, interest on outstanding Notes shall accrue at the Bank Rate, be payable monthly in arrears on the first Business Day of each calendar month and be calculated on the basis of a 360-day year and actual days elapsed. For the avoidance of doubt, interest on the outstanding Notes shall be payable at the Bank Rate or Default Rate, as applicable, commencing on the Termination Date until the outstanding Notes are paid in full in accordance with this Section 2.5(c).][4]

Section 2.6. Fees.

(a) *Commitment Fees*. The City agrees to pay to the Bank a nonrefundable fee (the *"Commitment Fee"*) quarterly in arrears on the first Business Day of each April, July, October, and January (commencing on October 1, 2021) and on the Termination Date, initially at a rate of 22 basis points (0.22%) per annum multiplied by the daily Available Commitment, which is subject to the maintenance of the current City Rating and subject to adjustment based on the number of basis points set forth in the Level associated with the lowest City Rating as set forth in the schedule (the *"Commitment Fee Rate"*) below multiplied by the daily Available Commitment:

4 Proposed comments to Section 2.5 are under review by the Bank.

	CITY RATING			
LEVEL	MOODY'S	S&P	FITCH	COMMITMENT FEE RATE[5]
Level I	A2	A	A	0.22%
Level II	A3	A-	A-	0.27%
Level III	Baa1	BBB+	BBB+	0.42%
Level IV	Below Baa1	Below BBB+	Below BBB+	1.42%

one of the Rating Agency's City Rating is at a different Level than the City Rating of either of the other Rating Agencies), the Commitment Fee Rate shall be based upon the Level in which the lowest City Rating appears (for the avoidance of doubt, Level IV is the lowest Level, and Level I is the highest Level for purposes of the above pricing matrix). Any change in the Commitment Fee resulting from a change in the City Rating shall be and become effective as of and on the date of the public announcement of the change in the City Rating. The Commitment Fee shall be computed on the basis of a 360-day year and the actual number of days elapsed and payable in immediately available funds. References to the City Rating above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the City Rating in connection with the adoption of a *"global"* rating scale, each City Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any City Rating is suspended, withdrawn, or otherwise unavailable for credit-related reasons from any Rating Agency, or upon the occurrence of and during the continuance of an Event of Default, in each such case the Commitment Fee Rate shall increase automatically to Level IV, without prior notice to the City. The City acknowledges that as of the Closing Date the Commitment Fee Rate is that specified above for Level I.

(b) *Termination or Reduction Fee.* The City shall pay to the Bank a Reduction Fee or Termination Fee, as applicable, in connection with each permanent reduction or termination of the Available Commitment or Commitment pursuant to Section 2.7 hereof prior to the first anniversary of the Closing Date, in an amount equal to the Reduction Fee or Termination Fee, as applicable, payable on the date of such termination or each such reduction.

(c) *Amendment, Consent or Waiver Fee*. Upon each amendment hereof, consent or waiver hereunder or under any Related Document, the City shall pay or cause to be paid attorneys' fees and expenses, if any, incurred by the Bank in processing such amendment, consent or waiver and a fee in an amount of $2,500 (or such other amount that is satisfactory to the Bank and the City), plus reasonable attorney fees and expenses.

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5 Contingent upon rating at closing.

(d) *Costs, Expenses and Taxes.* The City will promptly pay on demand (i) the reasonable fees, costs and expenses of the Bank incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Notes and the other Related Documents, (ii) the reasonable fees and disbursements of Chapman and Cutler LLP, special counsel to the Bank, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Related Documents, (iii) the reasonable fees and disbursements of counsel or other reasonably required consultants to the Bank with respect to advising the Bank as to the rights and responsibilities under this Agreement and the other Related Documents after the occurrence of any Default hereunder, or an Event of Default, (iv) all costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Related Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Bank or other reasonably required consultants and (v) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Default Rate. In addition, the City shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Related Documents (other than taxes based on the net income of the Bank) and, to the extent permitted by State law, agrees to indemnify and hold the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however,* that the City may reasonably contest any such taxes or fees with the prior written consent of the Bank, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the City agrees to pay, after the occurrence of a Default or an Event of Default, all costs and expenses (including reasonable attorneys' fees and costs of settlement) incurred by the Bank in enforcing any obligations or in collecting any payments due from the City hereunder by reason of such Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(e) *Default Rate.* If the City shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the City under this Section 2.6 shall survive the termination of this Agreement.

Section 2.7. Reduction and Termination. (a) Subject to the provisions of Section 2.6(b) hereof, the Available Commitment shall be reduced from time to time as requested by the City within five (5) Business Days of the City's written notice to the Bank requesting such reduction in the form of Exhibit D hereto; *provided,* that (i) each such reduction amount shall be in an amount equal to $5,000,000 or an integral multiple thereof, and (ii) any reduction in the Available Commitment shall not be effective until the Bank delivers to the City and the Issuing and Paying Agent a notice in the form attached hereto as Exhibit E reflecting such reduction, which notice shall be delivered by the Bank within five (5) Business Days after the Bank's receipt of such request.

(b) Subject to the provisions of Section 2.6(b) hereof, the City may at any time and at its sole option terminate the Commitment upon five (5) Business Days' prior written notice to the Bank in the form of Exhibit D hereto. As a condition to any such termination, the City shall pay or cause to be paid all Obligations due and owing to the Bank at such time (for the avoidance of doubt, any outstanding Note at such time may remain outstanding until the applicable Note Maturity Date).

Section 2.8. Taxability. (a) In the event a Taxable Date occurs, the City hereby agrees to pay to the Bank or any Noteholder on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Bank or any Noteholder, as applicable, on any Note during the period for which interest on such Note is includable in the gross income of the Bank or any Noteholder, if such Note had borne interest at the Taxable Rate, beginning on the Taxable Date (the *"Taxable Period"*), and (B) the amount of interest actually paid to the Bank or any Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank or any Noteholder, as applicable, as a result of interest on the Notes becoming includable in the gross income of the Bank or any Noteholder, as applicable, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Bank or any Noteholder, as applicable, in connection therewith.

(b) The obligations of the City under this Section 2.8 shall survive the termination of the Commitment and this Agreement.

Section 2.9. Funding Reimbursement. To the extent permitted by law, in the event the Bank shall incur any loss, cost, or expense (including, but not limited to, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Bank to make a purchase or hold the Notes or any interest therein or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of any prepayment, redemption or conversion of Tax-Exempt Notes on a date other than a SIFMA Rate Reset Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement or the Resolution, then upon the demand of the Bank, the City shall pay to the Bank or such Holder a redemption premium in such amount as will reimburse the Bank for such loss, cost, or expense. If the Bank requests such redemption premium, it shall provide to the City a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption premium in reasonable detail and such certificate shall be conclusive if reasonably determined. The City shall pay the Bank the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 2.10. Extension of Commitment Expiration Date. The City may request an extension of the Commitment Expiration Date in writing in the form of Exhibit B hereto not more than one hundred eighty (180) days prior to the then current Commitment Expiration Date and not less than sixty (60) days prior to the then current Commitment Expiration Date. The Bank will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Bank's judgment, to permit the Bank to make an informed credit decision. If the Bank fails to definitively respond to such request within such thirty (30) day period, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no

extension shall become effective unless the Bank shall have consented thereto in writing in the form of Exhibit F hereto or otherwise. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Bank (which may include, but shall not be limited to the delivery of a *"no adverse effect opinion"* of Bond Counsel to the Bank with respect to the tax-exempt status of the Tax-Exempt Notes).

ARTICLE III

LIABILITY, INDEMNITY AND PAYMENT

Section 3.1. Liability of the City. The City and the Bank agree that the obligation of the City to pay the Notes and the Obligations are contractual obligations of the City payable solely from the Net Revenues and shall not be affected by, and the Bank shall not be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Notes or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by the Bank may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing. Notwithstanding any other provision of this Agreement or the Related Documents, the City has not covenanted nor obligated itself to pay the Notes or the Obligations from monies raised or to be raised from taxation.

Section 3.2. Indemnification by the City. (a) TO THE EXTENT PERMITTED BY STATE LAW, THE CITY SHALL INDEMNIFY THE BANK AND EACH RELATED PARTY OF THE BANK (EACH SUCH PERSON BEING CALLED AN *"INDEMNITEE"*) AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES AND RELATED EXPENSES (INCLUDING THE REASONABLE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE), INCURRED BY ANY INDEMNITEE OR ASSERTED AGAINST ANY INDEMNITEE BY ANY PERSON (INCLUDING THE CITY) OTHER THAN SUCH INDEMNITEE AND ITS RELATED PARTIES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (I) THE EXECUTION OR DELIVERY OF THIS AGREEMENT, ANY OTHER RELATED DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF THE BANK (AND ANY SUB-AGENT THEREOF) AND ITS RELATED PARTIES ONLY, THE ADMINISTRATION OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS (INCLUDING IN RESPECT OF ANY MATTERS ADDRESSED IN SECTION 3.1), (II) THE PURCHASE OF THE NOTES OR THE USE OR PROPOSED USE OF THE PROCEEDS THEREFROM, OR (III) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY THE CITY, AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO; *PROVIDED* THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH

LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

(b) To the fullest extent permitted by applicable State law, the City shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof. No Indemnitee referred to in subsection (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(c) All amounts due under this Section shall be payable not later than thirty (30) days after receipt of an invoice.

Section 3.3. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by a Noteholder;

(ii) subject any Noteholder to any taxes (other than taxes imposed on or measured by net income or capital) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Noteholder any other condition, cost or expense affecting this Agreement or the Notes;

and the result of any of the foregoing shall be to increase the cost to any Noteholder with respect to this Agreement, the Notes, or the making, maintenance or funding of the purchase price of the Notes, or to reduce the amount of any sum received or receivable by such Noteholder hereunder (whether of principal, interest or any other amount) then, upon request of such Noteholder, to the extent permitted by State law, the City will pay to the such Noteholder such additional amount or amounts as will compensate such Noteholder for such additional costs incurred or reduction suffered.

(b) *Capital Requirements*. If any Noteholder determines that any Change in Law affecting such Noteholder or any of its parent or holding companies, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Noteholder's capital or liquidity or on the capital or liquidity of such Noteholder's holding company, if any, as a consequence of this Agreement or the purchase of any Note hereunder, to a level below that which such Noteholder or such Noteholder's holding company could have achieved but for such Change in Law (taking into consideration such Noteholder's policies and the policies of its parent or holding company with respect to capital adequacy), then from time to time, to the extent permitted by law, the City will pay to such Noteholder such additional amount or amounts as will compensate such Noteholder or its parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement*. A certificate of any Noteholder setting forth the amount or amounts necessary to compensate such Noteholder or its parent or its holding companies, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the City shall be conclusive absent manifest error. The City shall pay to the Bank (and if applicable, to the Bank on behalf of a Noteholder) the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests*. Failure or delay on the part of any Noteholder to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Noteholder's right to demand such compensation; *provided* that the City shall not be required to compensate any Noteholder pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than six (6) months prior to the date that such Noteholder notifies the City of the Change in Law giving rise to such increased costs or reductions and of the Noteholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six (6) month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.4. Taxes. If any payments to the Bank under this Agreement are made from outside the United States, the City will not deduct any foreign taxes from any payments it makes to the Bank. If any such taxes are imposed on any payments made by the City (including payments under this paragraph), the City will pay the taxes and will also pay to the Bank, at the time interest is paid, any additional amount which the Bank specifies as necessary to preserve the after-tax yield the Bank would have received if such taxes had not been imposed. The City will confirm that it has paid the taxes by giving the Bank official tax receipts (or notarized copies) within thirty (30) days after the due date.

Section 3.5. Maximum Rate; Default Rate. (a) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. To the extent permitted by State law, any such amounts which constitute interest remaining unpaid when due shall bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations and the Notes shall bear interest at the Default Rate, which shall be payable by the City to the Bank pursuant to the terms of Section 2.5 hereof.

(b) In the event that the rate of interest payable hereunder or under the Notes shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable and (B) the Maximum Rate (the *"Excess Interest Amount"*), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof or the Notes, as applicable ceases to exceed the Maximum Rate, at which time the City shall pay to the Bank, with respect to amounts then payable to the Bank that are required to accrue interest hereunder or under the Notes, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Bank, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder or under the Notes until all deferred Excess Interest Amount is fully paid to the Bank. Notwithstanding the foregoing and to the extent permitted by State law, on the date on which no principal amount with respect to the Notes remains unpaid, the City shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount on such date; *provided* that such payment shall not cause interest to exceed the maximum net effective interest rate authorized under Chapter 1204, Texas Government Code, as amended; *provided further* that in no event shall interest accrue and be payable after such date.

(c) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

Section 3.6. Liability of the Bank. To the extent permitted by State law, the City assumes all risks of the acts or omissions of the Issuing and Paying Agent with respect to the use of the Commitment and the purchase of Notes made pursuant thereto; provided that this assumption with respect to the Bank is not intended to and shall not preclude the City from pursuing such rights and remedies as it may have against the Issuing and Paying Agent under any other agreements. The Bank shall not be liable or responsible for (i) the use of the proceeds of the Notes or the transactions contemplated hereby and by the Related Documents or for any acts or omissions of the Issuing and Paying Agent, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) purchase of Notes by the Bank against presentation of Requests for Purchase for which the Bank in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; provided that the City shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the negligence or willful misconduct of the Bank, respectively, as determined by a court of competent jurisdiction in a final and nonappealable judgment.

Section 3.7. Obligations Unconditional. The City's obligation to repay the Notes and all of its respective Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, the Notes or any of the other Related Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Related Documents; (c) the existence of any claim, set-off, defense or other right which the City may have at any time against the Bank or any

other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the City may have against any Noteholder or any other Person, including, without limitation, any defense based on the failure of any nonapplication or misapplication of the proceeds of Notes hereunder, and irrespective of the legality, validity, regularity or enforceability of this Agreement, the Notes or any or all other Related Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Bank explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, the Notes or any or all other Related Documents or any exchange, release, or nonperfection of any collateral securing the obligations of the City hereunder; *provided, however,* that nothing contained in this Section 3.7 shall abrogate or otherwise affect the rights of the City under this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Bank to enter into this Agreement, the City represents and warrants to the Bank as follows:

Section 4.1. Organization. The City is a political subdivision and home rule municipal corporation of the State of Texas. The City has all requisite power and authority, rights and franchises to own and operate its Properties, to carry on the business of the System as now conducted and as proposed to be conducted, and to enter into and perform its obligations under the City Documents.

Section 4.2. Authorization, Conflicts, Binding Effect. The execution, delivery and performance of the City Documents by the City are within the City's powers and have been duly authorized by all necessary action by the City including, if necessary, the adoption of any necessary regulations, resolutions or ordinances by its City Council. The execution, delivery and performance of the City Documents by the City will not violate (i) the Act or, to the knowledge of the City, any other law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award to which the City is subject, or (ii) the provisions of any indenture, instrument or agreement to which the City is a party or is subject, or by which it, or its Property, is bound. The City is not in violation of or default under any such Legal Requirement, and no condition exists that would, with the giving of notice or lapse of time, or both, constitute such a violation or default. The City Documents have each been, or on the Closing Date will have been, duly executed by the City and are legally valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.3. Litigation; Adverse Facts. Except as disclosed in writing to the Bank on or before the Closing Date, there is no action, suit, investigation, proceeding or arbitration (whether or not purportedly on behalf of the City), at law or in equity or before or by any foreign or domestic

court or other Governmental Authority (a *"Legal Action"*), pending or, to the knowledge of the City, threatened against or affecting the City, which could reasonably be expected to result in any Material Adverse Effect. The City is not in violation of any Applicable Law, rule, regulation, order, writ, judgment, injunction, decree or award of any court or other agency or government, which violation could reasonably be expected to result in a Material Adverse Effect. Except as disclosed in writing to the Bank on or before the Closing Date, there is no Legal Action pending or, to the knowledge of the City, threatened against or affecting the City, questioning the validity or the enforceability of any City Document.

Section 4.4. Title to Properties; Liens. The City has good, sufficient and legal title in all material respects to all of the respective properties and assets of the System. All of the properties of the City related to the System are free and clear of liens, except for (i) liens arising in connection with Senior Lien Obligations, the Prior Lien Bonds and the Related Documents and (ii) such liens as could not reasonably be expected to result in a Material Adverse Effect. The City's Properties and all revenues therefrom are exempt from taxation by the State of Texas or any of its subdivisions, municipalities or other governmental or taxing entities.

Section 4.5. Disclosure. Except with respect to the February 2021 Adverse Weather Event, there is no fact known to the City (other than matters of a general economic nature) which has or could reasonably be expected to have a Material Adverse Effect, which has not been disclosed in this Agreement or in other documents, certificates and written statements furnished to the Bank in connection herewith on or prior to the Closing Date.

Section 4.6. Payment of Taxes. All tax returns and reports of the City required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges, upon the City and upon its properties, assets, income and franchises which are due and payable have been paid when due and payable on a current basis, except to the extent that such taxes are being contested by the City in good faith by appropriate proceedings with appropriate reserves.

Section 4.7. Disclosure Materials. The information furnished by or on behalf of the City to the Bank in connection with the negotiation of this Agreement is correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 4.8. City Documents. Each of the City Documents is or will be on the Closing Date in full force and effect and represents a valid and binding obligation of the City, enforceable in accordance with its respective terms; no Event of Default and no Potential Default presently exists under any of the City Documents except as previously disclosed in writing to the Bank; nor has the City or any other party thereto waived or deferred performance of any material obligation under any other City Document except as previously disclosed in writing to the Bank on or before the Closing Date.

Section 4.9. Reaffirmation of Representations and Warranties. The City hereby makes to the Bank the same representations and warranties as are set forth by the City in each City Document, which representations and warranties, as well as the related defined terms contained

therein, are hereby incorporated by reference for the benefit of the Bank with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to any City Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Bank.

Section 4.10. Regulatory Compliance. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation G, T, U or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Notes will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 4.11. Registration, Consent and Approval. Except for the approval of the Texas Attorney General, as required by Section 5.1(i)(B), the execution, delivery and performance by the City of this Agreement and the other City Documents do not and with respect to the execution and delivery will not require registration with, or the consent or approval of, or any other action by, any federal, State or other governmental authority or regulatory body other than those which have been made or given and are in full force and effect (except for any federal securities laws or Blue Sky regulations, as to which no representation is given).

Section 4.12. Liens. The Ordinance creates, for the benefit and security of the Notes and the Obligations, the legally valid, binding and irrevocable statutory lien on and pledge of the Net Revenues, subordinate only to the pledge of and lien on Net Revenues for the benefit and security of the Prior Lien Bonds and the Senior Lien Obligations. The Notes and the Obligations constitute Subordinate Lien Obligations. Other than the filing in the City's records, no filing, registering, recording or publication of the Senior Lien Ordinance, the Ordinance, or any other instrument is required to establish the pledge under the Senior Lien Ordinance and the Ordinance or to perfect, protect or maintain the lien created thereby on the Net Revenues.

Section 4.13. Reserved.

Section 4.14. No Default. No Potential Default or Event of Default exists on the date hereof.

Section 4.15. ERISA. The City is in compliance in all material respects with ERISA to the extent applicable to them and the City has not received any notice to the contrary from the PBGC or any other governmental entity or agency except where such noncompliance could not reasonably be expected to result in a Material Adverse Effect. No steps have been taken to terminate any Plan (as defined by ERISA) other than a "standard termination" meeting the requirements of Section 4041(b) of ERISA, and no contribution failure has occurred with respect to any Plan sufficient to give rise to a lien under Section 302(f) of ERISA. No condition exists or event or transaction has occurred with respect to any Plan which is reasonably likely to result in the incurrence by the City of any fine, penalty or liability (other than the liability for making contributions when due to such Plan in accordance with Section 302 of ERISA) which could reasonably be expected to result in a Material Adverse Effect. The City has no contingent liability with respect to any post-retirement benefit, other than liability for continuation coverage described

in Part 6 of Title I of ERISA that could reasonably be expected to have a Material Adverse Effect, except as disclosed in writing to the Bank prior to the date hereof.

Section 4.16. Reserved.

Section 4.17. No Default under Other Agreements. The City is not in default with respect to any note, indenture, loan agreement, mortgage, lease, deed, or other agreement to which it is a party or by which it or its Property is bound, which default could materially and adversely affect any rights of the Bank under the Related Documents or could reasonably be expected to result in a Material Adverse Effect.

Section 4.18. Status under Certain Laws. The City is not an "investment company" or a person directly or indirectly controlled by or acting on behalf of an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 4.19. Environmental Law. Except as otherwise described to the Bank in writing on or prior to the Closing Date, (i) the City has not received any notice to the effect, or has any knowledge, that its Property or System operations are not in compliance with any of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations including, without limitation, regulations promulgated under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.* (*"Environmental Laws"*), or is the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to result in a Material Adverse Effect; (ii) there have been no releases of hazardous materials at, on or under any Property now or previously owned or leased by the City that, singly or in the aggregate, have, or may reasonably be expected to result in, a Material Adverse Effect; (iii) there are no underground storage tanks, active or abandoned, including petroleum storage tanks, on or under any Property now or previously owned or leased by the City that, singly or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect; (iv) the System is not the subject of any remedial investigation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.* (*"CERCLA"*) that is reasonably expected to have a Material Adverse Effect; and (v) no conditions exist at, on or under any Property now or previously owned or leased by the City which, with the passage of time, or the giving of notice or both, would give rise to liability under any Environmental Law, except to the extent such liability could not reasonably be expected to result in a Material Adverse Effect.

Section 4.20. Interest. None of the Related Documents provide for any payments that would violate any Applicable Law regarding permissible maximum rates of interest.

Section 4.21. Financial Information. **[Except as provided for on Schedule 4.21 attached hereto,]**[6] the audited financial statements of the City for the Fiscal Year ended September 30,

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6 To be provided by the City if necessary.

2020, true and correct copies of which have heretofore been delivered or made available to the Bank, fairly present, in conformity with generally accepted accounting principles, the financial position of the City and its results of operations and changes in financial position at the dates and for the periods indicated. Except with respect to the February 2021 Adverse Weather Event, since September 30, 2020, there has been no material adverse change in the business, financial position or results of operations of the City. Except with respect to the February 2021 Adverse Weather Event, and as reflected in the financial statements referenced above or as otherwise disclosed by the City to the Bank in writing on or before the Closing Date, there are as of the date hereof no liabilities or obligations with respect to the City of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which, in the aggregate, would be material to the City. Except with respect to the February 2021 Adverse Weather Event, the City does not know of any basis for the assertion against the City of any liability or obligation of any nature whatsoever that is not reflected in the financial statements referenced above which, in the aggregate, could be material to the City.

Section 4.22. Sanctions Concerns and Anti-Corruption Laws. (a) *Sanctions Concerns*. Neither the City, nor, to the knowledge of the City, any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

(b) *Anti-Corruption Laws*. The City has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

ARTICLE V

CONDITIONS

Section 5.1. Closing Conditions. The Bank's obligations under this Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder and the tender by the City of its performance at the Closing as described in this Section, which Closing shall not be completed unless the Bank shall receive at the time of the Closing the following:

(i) The Bank shall have received the following documents, each dated and in form and substance as is satisfactory to the Bank:

(A) executed originals or certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the City necessary for the City to enter into each of the Related Documents and the transactions contemplated herein and therein;

(B) the approving opinion of the Attorney General of Texas with respect to the Notes and the proceedings related thereto, including this Agreement;

(C) a counterpart of this Agreement, duly executed by the City and the Bank;

(D) certified copies of all approvals or authorizations by, or consents of, or notices to or registrations with, any Governmental Authority required for the City to enter into this Agreement and the Related Documents;

(E) a certificate of an Authorized Representative, certifying the names and true signatures of the officers of the City authorized to sign this Agreement, the Notes and the other Related Documents;

(F) such financial information, budgets, projections, investment policies and guidelines for permitted investments of the City provided to the Bank as the Bank has requested;

(G) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2020 and a copy of the most recent budget of the City (such requirement to be satisfied if such information is available on the City's website);

(H) an executed original or certified copy, as applicable, of each of the City Documents;

(J) a copy of the City's Investment Policy in effect on the Closing Date; and

(K) an IRS Form W-9 duly completed by the City.

(ii) The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the City in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect with respect to the City, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request. No law, regulation, ruling or other action of the United States, the State of Texas or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the City from fulfilling its obligations under this Agreement and the other Related Documents.

(iii) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date from the City's Counsel, in form and substance reasonably satisfactory to the Bank and its counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the City of this Agreement, the Notes and

the other Related Documents are within the City's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished, and (2) such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(iv) The following statement shall be true and correct on the Closing Date, and the Bank shall have received a certificate signed by an Authorized Representative dated the Closing Date, certifying that: (A) the representations and warranties of the City contained in each of the Related Documents and each certificate, letter, other writing or instrument delivered by the City to the Bank pursuant hereto or thereto are true and correct on and as of the Closing Date as though made on and as of such date; (B) no Default or Event of Default has occurred and is continuing or would result from the City's execution and delivery of this Agreement, or the acceptance of the Commitment by the City; (C) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2020, including the balance sheet as of such date of said period, all examined and reported on by Weaver & Tidwell, as heretofore delivered to the Bank correctly and fairly present the financial condition of the City as of said date and the results of the operations of the City for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) Except with respect to the February 2021 Adverse Weather Event and except as otherwise provided to the Bank in writing prior to the Closing Date, since the release of the audited annual financial statements of the City for the Fiscal Year ended September 30, 2020, no Material Adverse Change with respect to the System has occurred prior to the Closing Date; (E) the acceptance of the Commitment by the City pursuant to this Agreement is an arm's length commercial transaction between the City and the Bank; (F) the City has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the City pursuant to this Agreement; (G) the Bank has not acted as a fiduciary in favor of the City with respect to the Notes or the acceptance of the Commitment by the City; (H) to the best knowledge of the City, the underlying unenhanced long-term ratings assigned to any Senior Lien Obligations by Fitch, Moody's and S&P have not been reduced, withdrawn or suspended since the date of the Rating Documentation and (I) that all conditions in this Section 5.1 (other than (viii) and (x) (to the extent of any law, regulation, ruling or other action of the State of New York or any political subdivision or authority therein) for which the City has no knowledge) have been satisfied.

(v) The Bank shall have received an opinion addressed to the Bank and dated the Closing Date of Bond Counsel as to the exclusion of interest on the Tax-Exempt Notes from gross income for federal income tax purposes of the Bank, the pledge of Net Revenues securing the Notes and the Obligations constituting a valid pledge, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel.

(vi) All necessary action on the part of the City shall have been taken as required for the assignment and pledge of a lien on the Net Revenues for the benefit of the Bank as described in Section 2.1 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Notes and the **Ordinance** shall be satisfactory to the Bank and its counsel.

(viii) The Bank shall have received evidence from the City that Fitch, S&P and Moody's have assigned underlying unenhanced long-term ratings to any of the Senior Lien Obligations of at least **"**AA-**"** (or its equivalent) by Fitch, at least **"**Aa3**"** by Moody's and by S&P is **"**A**"** (or its equivalent) and such ratings are in effect (referred to herein as the *"Rating Documentation"*).

(ix) No Note shall be registered with The Depository Trust Company or any other securities depository. No offering document or official statement shall be prepared with respect to the Notes.

(x) The Bank shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Notes and the other Related Documents as the Bank has requested of the City.

Section 5.2. Certain Conditions to Bank's Obligations. The Bank has entered into this Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and at each Purchase, and upon the performance by the City of its obligations hereunder, as of the date hereof and as of the Closing Date and each Purchase Date. Accordingly, the Bank's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be subject to performance by the City of its obligations to be performed hereunder and the delivery of the documents and instruments required to be delivered hereby at or prior to each Purchase, and shall also be subject to the following additional conditions:

(a) delivery to the Bank of a Request for Purchase executed by an Authorized Representative; and

(b) the representations and warranties of the City contained herein shall be true, complete and correct on the date hereof, on the Closing Date and on each Purchase Date except to the extent the same expressly relate to an earlier date, in which case they shall be true and correct as of such earlier date;

(c) at the time of each Purchase, this Agreement and the **Ordinance** shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any manner which will adversely affect (i) the ability of the City to issue the Notes or perform its obligations thereunder or under this Agreement or (ii) the security for the Notes;

(d) both at the time of the Closing and at the time of each Purchase, all official action of the City relating to this Agreement, the Notes and the **Ordinance** shall have been taken and shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material adverse respect;

(e) each Note requested to be purchased by the Bank shall be delivered to the Bank on the related Purchase Date purchased by the Bank pursuant to the terms hereof and shall be in an amount not less than $1,000,000 and in an integral multiple of $100,000 in excess thereof;

(f) the Bank will have no obligation to purchase any Note if, because of a Change in Law, such request to purchase Notes made by the City would be illegal. In such event, the City will have no liability whatsoever with respect to such request for purchase and the Bank will have no liability for its failure to so purchase if such failure is due to a Change in Law;

(g) at the time of each Purchase, no Default or Event of Default shall have occurred and be continuing;

(h) (i) on the initial issuance date of a Tax-Exempt Note, an opinion dated such issuance date of Bond Counsel as to the exclusion of interest on the Tax-Exempt Notes from gross income for federal income tax purposes of the Noteholder, and such other matters as the Bank may reasonably request, in form and substance satisfactory to the Bank and its counsel; and (ii) with respect to each subsequent Purchase of Tax-Exempt Notes hereunder neither the City nor the Bank shall have received written notice from Bond Counsel that the approving opinion delivered pursuant to Section 5.2(h)(i) hereof may no longer be relied upon;

(i) on the initial issuance date of a Tax-Exempt Note, an executed Tax Certificate, which shall include a Form of Issue Price Certificate executed by the Bank in the form of Exhibit I hereto;

(j) on the initial issuance date of a Tax-Exempt Note, a copy of the related IRS Form 8038 duly executed by the City to be filed with the Internal Revenue Service; and

(k) no Downgrade Event shall have occurred.

The submission by an Authorized Representative of a Request for Purchase in connection with each Purchase shall be deemed to be a representation and warranty by the City on the date of each such Purchase that the conditions specified in clauses (b) and (g) of this Section 5.2 have been satisfied on and as of such date.

Section 5.3. Satisfaction or Waiver of Conditions. All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Bank, and the Bank shall have the right to waive any condition set forth in this Article V.

ARTICLE VI

COVENANTS

Until the later of the Termination Date or the date that all the Obligations are paid in full, unless the Bank otherwise expressly consents in writing:

Section 6.1. Maintenance of Existence, Etc. The City will maintain and preserve its and the System's existence and all rights material to its function; maintain its assets in good order and repair; and conduct its business in an orderly manner without voluntary interruption.

Section 6.2. Access and Reporting. The City will permit the representatives of the Bank at any time or from time to time during normal business hours, upon three (3) Business Days' notice, to inspect the Property and all of the City's books and records related to the Property and to discuss the affairs, finances and account of the City with its officers. The City will maintain a system of accounting established and administered in accordance with sound business practices to permit preparation of financial statements in conformity with GAAP. The City, at its expense, will furnish or cause to be furnished to the Bank, with sufficient copies for distribution to the Bank, the following:

(a) (i) Within sixty (60) days after the end of each of the first three fiscal quarters of the City, unaudited financial statements consisting of a statement of financial position of the System as of the end of such fiscal quarter and a statement of revenues, expenses and accumulated (deficit)/net revenues of the System for such fiscal period, and (ii) within two hundred seventy (270) days after the end of each Fiscal Year, audited financial statements of the City consisting of a statement of financial position and a statement of cash flows and a statement of revenues, expenses and accumulated (deficit)/net revenues of the System and of all of the City's enterprise funds taken as a whole for such Fiscal Year (including in comparative form corresponding figures (if any) for all of the City's enterprise funds taken as a whole for the preceding Fiscal Year), together with an opinion of a nationally recognized firm of certified public accountants, unqualified in scope (other than an opinion qualified as a result of a change in application of GAAP, such change being one with which such accountants concur) with respect to the financial statements of the City, all in reasonable detail. In connection with the requirements in clause (i) above, the City shall provide a letter from the Director of Financial Services of the City addressed to the Bank in the form of Exhibit I attached hereto stating that no Event of Default and no Default has come to his/her attention and was continuing at the end of such fiscal period or on the date of his/her letter or, if such an event, has come to his/her attention and was continuing as of such date, indicating the nature of such event and the action which the City proposed to take with respect thereto;

(b) Reserved;

(c) Promptly upon their becoming available, other material financial reports, annually adopted budgets (including a summary of projected capital spending on the System), or material fiscal statements and similar information of the System, but in no

event later than fifteen (15) days after such information is made available by the City and will promptly furnish such other information on the financial condition and affairs of the City and/or the System as the Bank may reasonably request from time to time;

(d) Promptly upon their becoming available, copies of any non-routine periodic or special reports filed by the City with any governmental authority if such reports indicate any material adverse change in the business, operations, affairs or condition of the System, and copies of any material adverse notice or other material adverse communications that indicates a Material Adverse Change from any governmental authority, its board or committee of its board which specifically relate to the operations of the City and/or the System;

(e) Written notice of (i) any litigation, legal proceeding or dispute with any governmental agency or with any other party which if determined adversely to the City would have a material adverse effect on the City's performance of its obligations under this Agreement or any City Document or Bank Document or the transactions contemplated hereby or thereby, (ii) failure by the City to pay and discharge any of its material obligations and liabilities when due and (iii) any breach of warranty, lack of correctness of warranty, event of default, breach of covenant or any lack of validity or contest as to validity in any Related Document to which the City is a party;

(f) As soon as reasonably available, copies of any material notices, certificates or other communications given to or received from the Issuing and Paying Agent or any Holder of Notes pursuant to or in connection with the City Documents or the Bank Documents; and

(g) Such other information respecting the operations and properties, financial or otherwise, of the System as the Bank may from time to time reasonably request.

Section 6.3. Further Assurances. From time to time hereafter, the City will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Bank may reasonably request, for the purposes of implementing or effectuating the provisions of this Agreement and the Bank Documents, the City Documents or for the purpose of more fully perfecting or renewing the Bank's rights with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the City which are or become a part thereof) pursuant hereto or thereto. Without limiting the generality of the foregoing, upon the exercise by the Bank of any power, right, privilege or remedy pursuant to this Agreement, the Bank Documents or the City Documents which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the City will execute and deliver all necessary applications, certifications, instruments and other documents and papers that may be required in order to obtain such governmental consent, approval, registration, qualification or authorization.

Section 6.4. Application of Proceeds. The City shall apply the proceeds of the Notes solely and entirely to the purposes specified in the Ordinance and not in violation of any Legal Requirement.

Section 6.5. Compliance with Legal Requirements. The City will comply in all material respects with all the Legal Requirements affecting the City, including all the Legal Requirements the non-compliance with which would materially adversely affect (a) the business, operations, assets, or condition (financial or otherwise) of the System and (b) the ability of the City to perform its obligations under the City Documents and the Bank Documents.

Section 6.6. Payment of Debt. The City will (a) duly and punctually pay or cause to be paid all principal of and interest on any and all Debt of the City secured by Net Revenues unless diligently contested in good faith and by appropriate proceedings by the City, subject to the exceptions, limitations and waivers set forth in the documents under which such Debt secured by Net Revenues was incurred, (b) comply with and perform all conditions, terms and obligations of the notes or other instruments or agreements evidencing or securing such Debt secured by Net Revenues, (c) promptly inform the Bank of any material default, or anticipated default, under any such note, agreement, or instrument, and (d) forward to the Bank a copy of any notice of default or notice of any event that might result in default under any such note, agreement or instrument.

Section 6.7. City Documents. The City agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the City Documents and the Bank Documents which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable by the Bank against the City, which covenants, agreements, definitions and provisions shall continue in effect with regard to the Bank without regard or giving effect to any amendment or modification of such provisions or any waiver of compliance therewith unless consented to in writing by the Bank.

Section 6.8. Rate Covenant. The covenant of the City contained in Section 4.03 of the Ordinance is hereby incorporated by reference herein.

Section 6.9. Creation of Debt and Liens. Notwithstanding anything contained in the Senior Lien Ordinance to the contrary (including without limitation Section 21 thereof), the City shall not issue, incur, assume, create or have or permit to remain outstanding any additional bonds or any other Debt secured by and payable from the Net Revenues on a basis senior to the Notes and the Obligations other than Prior Lien Bonds and Senior Lien Obligations issued or incurred in accordance with the Prior Lien Ordinance or the Senior Lien Ordinance, respectively. In addition, the City shall not (i) issue, incur, assume, create or have outstanding any Subordinate Lien Obligations payable from the Net Revenues; or (ii) create, incur or permit to exist any lien of any kind on the Net Revenues on parity with the Notes, other than as expressly provided in or permitted by this Agreement and the Ordinance.

Section 6.10. Maintenance of Insurance. (a) The City shall maintain with responsible insurers all insurance required and reasonably obtainable in the amounts and of the types

customarily maintained by electric utilities consistent with prudent utility practice, to indemnify for loss of or damage to the System, and against public and other liabilities relating to the operations of the City and the System.

(b) Any insurance required to be maintained by this Section shall be in the form of policies or contracts for insurance with insurers of good standing qualified to do business in the State of Texas (including any self insurance by the City as described in subsection (d) of this Section 6.10) and shall be payable to the City or the Bank, as their interests may appear.

(c) Any insurance procured and maintained by the City pursuant to this Section, including any blanket insurance policy, may include reasonable deductibles.

(d) No provision of this Section shall be construed to prohibit the City from self-insuring against any risk at the recommendation of an independent insurance consultant chosen by or acceptable to an Authorized Representative of the City; *provided, however,* that the City shall provide or cause to be provided adequate funding of such self-insurance if and to the extent recommended by such insurance consultant.

(e) The City shall promptly notify the Bank in writing in the event that any portion of the System having a book value greater than $15 million has been damaged or destroyed and, if so, the amount of insurance proceeds covering such loss or damage and specifying the reasonable and necessary costs of reconstruction or replacement thereof.

Section 6.11. ERISA. The City shall promptly pay and discharge all obligations and liabilities arising under ERISA of a character which if unpaid or unperformed may result in the imposition of a lien against any of its Property, and will promptly notify the Bank of (a) the occurrence of any reportable event (as defined in ERISA) for which the notice requirement has not been waived by the PBGC and which is reasonably likely to result in the termination by the PBGC of any Plan, (b) receipt of any notice from PBGC of its intention to seek termination of any such Plan or appointment of a trustee therefor, and (c) its intention to terminate or withdraw from any Plan, other than a "standard termination" meeting the requirements of Section 4041(b) of ERISA. The City will not terminate any such Plan or withdraw therefrom unless it shall be in compliance with all of the terms and conditions of this Agreement after giving effect to any liability to PBGC resulting from such termination or withdrawal.

Section 6.12. Compliance with Laws, Etc. The City will comply in all material respects with all Governmental Requirements and Legal Requirements, except where the failure to do so would not have a Material Adverse Effect.

Section 6.13. Reserved.

Section 6.14. Taxes.

(a) *Payments Free of Taxes*. Any and all payments by or on account of any obligation of the City hereunder shall be made free and clear of and without reduction or withholding for any Indemnified Taxes; *provided* that if the City shall be required by Applicable Law to deduct any

Indemnified Taxes from such payments, then, subject to Section 8.2 hereof and to the extent permitted by Applicable Law, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or any Participant receives an amount equal to the sum it would have received had no such deductions been made, (ii) the City shall make such deductions and (iii) the City shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Reserved.*

(c) *Indemnification by the City.* Subject to Section 8.2 hereof and to the extent permitted by Applicable Law, the City shall indemnify the Bank and each Participant, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Bank or such Participant and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the City by the Bank or such Participant shall be conclusive absent manifest error. In addition, the City shall indemnify the Bank and each Participant, within thirty (30) days after demand therefor, for any incremental Indemnified Taxes that may become payable by the Bank or such Participant as a result of any failure of the City to pay any Indemnified Taxes when due to the appropriate Governmental Authority or to deliver to the Bank and such Participant, pursuant to clause (d), documentation evidencing the payment of Indemnified Taxes.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the City to a Governmental Authority, the City shall deliver to the Bank or such Participant the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Bank or such Participant, as applicable.

(e) *Treatment of Certain Refunds*. If the Bank or any Participant determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the City pursuant to this Section), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Bank or such Participant, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the applicable indemnifying party, upon the request of the Bank or such Participant, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Bank or such Participant, as applicable, in the event the Bank or such Participant, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will the Bank or such Participant be required to pay any amount to an indemnifying party pursuant to this paragraph (e) the payment of which would place the Bank or such Participant, as applicable, in a less favorable net after-Tax position than the Bank or such Participant, as applicable, would have been in if the

indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Bank or any Participant to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the City or any other Person.

(f) *Survival.* Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the Fee Agreement and the payment in full of the obligations of the City hereunder and thereunder.

Section 6.15. Sovereign Immunity. To the extent permitted by Applicable Law, in the event the City has or hereafter acquires under any right of immunity from set-off or legal proceedings on grounds of sovereignty or otherwise, the City agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement or for damages for breach of this Agreement.

Section 6.16. Environmental Covenant. The City will:

(a) [Except as provided for on Schedule 6.16 attached hereto,], use and operate all of its Property in compliance with all Environmental Laws where the failure to do so could reasonably be expected to result in a Material Adverse Effect, keep all material permits, approvals, certificates, licenses and other authorizations relating to environmental matters in effect and remain in material compliance therewith, and handle all hazardous materials in material compliance with all applicable Environmental Laws;

(b) immediately notify the Bank and provide copies upon receipt of all material written claims, complaints, notices or inquiries relating to the condition of its facilities and Property or compliance with Environmental Laws, and shall promptly cure and have dismissed, to the reasonable satisfaction of the Bank, any actions and proceedings relating to compliance with Environmental Laws, *provided* that the foregoing shall not prevent the City from contesting any claim, complaint, action or proceeding so long as such contest is prosecuted with reasonable diligence and its prosecution could not reasonably be expected to result in a Material Adverse Effect; and

(c) provide such information and certifications which the Bank may reasonably request from time to time to evidence compliance with this Section 6.16.

Section 6.17. Investment of Funds. The City shall cause all moneys held in the funds and accounts of the City established under the Ordinance, including without limitation the Note Repayment Fund and the Note Construction Account (each as defined in the Ordinance), to be invested in Permitted Investments; *provided* that in no event shall any such investment be made by purchasing securities on margin or by otherwise investing or compounding the dollar amount of such investment by obtaining loans or issuing debt.

Section 6.18. Notice of Downgrade. The City shall promptly provide to the Bank with written notice of any Downgrade.

Section 6.19. Credit Agreement. In the event that on or after the date hereof the City shall, directly or indirectly, enter into or otherwise consent to any Credit Agreement (or any amendment, supplement or modification thereto), which such Credit Agreement (or amendment thereto) provides such Person with more restrictive financial covenants, or greater rights and remedies upon an event of default to the party to the Credit Agreement (including rights of acceleration, or declaration of mandatory tender) (collectively, the *"Incorporated Provisions"*), the City shall provide the Bank with a copy of each such agreement (or amendment thereto) and such Incorporated Provisions shall automatically be incorporated into this Agreement and the Bank shall have the benefits of such Incorporated Provisions as if specifically set forth herein, but only for the period during which such Credit Agreement remains in force and effect (the "Effective Period"). The City shall promptly enter into an amendment to this Agreement to include such Incorporated Provisions (*provided* that the Bank shall maintain the benefit of such Incorporated Provisions even if the City fails to provide such amendment). Notwithstanding the foregoing, this Section 6.19 does not apply to any provisions other than those set forth above and, in particular, does not apply to different or higher fees, different or higher interest rates or different or higher drawn pricing set forth in any such document and any implicit or explicit amendment to this Agreement made pursuant to this Agreement shall be limited in application to the Effective Period. For purposes of clarification, the term "financial covenants" refer to covenants to maintain debt service coverage ratios at certain levels prior to the incurrence of additional debt, to maintain electric rates, to maintain certain liquidity levels and similar financial covenants. The term "financial covenant" specifically excludes collateral posting requirements, reserve requirements, automatic termination and suspension events, termination and suspension events, additional or different conditions to purchase notes, additional termination events, pricing levels and agreements to deliver financial information and other information within a specified time period.

Section 6.20. Issuing and Paying Agent. While Notes are outstanding, the City shall cause an Issuing and Paying Agent to be appointed at all times pursuant to an Issuing and Paying Agent Agreement. The City hereby agrees that, if requested by the Bank, it will take all commercially reasonable actions to remove the Issuing and Paying Agent if the Issuing and Paying Agent fails to perform its obligations under the Issuing and Paying Agent Agreement or if the Bank or the City has reasonable grounds to anticipate non-performance by the Issuing and Paying Agent.

Section 6.21. Negative Covenants. The City will not:

(a) *Amendments to City Charter*. Amend, supplement, or otherwise modify its City Charter in any way which could reasonably be expected to materially impair its ability to carry out its obligations under this Agreement, or adversely affect the rights and remedies of the Bank hereunder and under the Related Documents;

(b) *Documents*. Enter into or consent to any amendment to, modification of or waiver of compliance with the provisions of any of the Related Documents;

(c) *Reserved.*

(d) *Loans or Guarantees*. Make any advances, loans or other investments involving the assets associated with the Property, other than those involving prime money

market investments or investments otherwise authorized under the terms of this Agreement, the Senior Lien Ordinance or the Ordinance; or

(e) *Additional Debt*. Issue any Subordinate Lien Obligations payable from or secured by Net Revenues (collectively, *"Additional Debt"*) unless the Bank shall receive a Certificate of an Authorized Representative of the City setting forth (1) the Net Revenues for either the completed Fiscal Year next proceeding the date in which such Additional Debt is to be issued or any twelve (12) consecutive calendar months out of the fifteen (15) calendar months immediately preceding the month in which such Additional Debt is to be issued, and (2) the average annual Debt Service for all outstanding Senior Lien Obligations, Prior Lien Bonds, Notes, Additional Debt and the amount payable under all Subordinate Lien Obligations, excluding in each case any amount thereof paid from sources other than Net Revenues, and showing that the amount set forth in clause (1) is at least equal to 125% of the amount set forth in clause (2). For purposes of calculating Debt Service on the Notes or on any other commercial paper notes or short-term debt of the City under this Section 6.21(e), the City may use the lesser of the 30-year level debt service amortization based on The Bond Buyer Revenue Bond Index for such term in effect on the first day of the Fiscal Year or the date of the Revenue Bond Index average published in The Bond Buyer on the date of calculation.

Section 6.22. Acquisitions. The City will not acquire or commit to acquire any Person or substantially all of its assets for inclusion by the City as part of the System (each an *"Acquisition"*); *provided, however,* that the City may make Acquisitions if: (i) the City acquires by reason of such Acquisition assets used or useful in a business which is the same or similar to that currently conducted by the City; (ii) no Potential Default or Event of Default exists or would exist at the time of or after giving effect to such Acquisition; (iii) the City provides the Bank a statement, certified as true and correct by an Authorized Representative, which describes the feasibility and benefits of such Acquisition and includes a forecast of projected operating results for the remainder of the Fiscal Year in which such Acquisition takes place and the next succeeding Fiscal Year, in each case after giving effect to such Acquisition, such certificate to be accompanied by supporting financial projections based on reasonable assumptions; (iv) the Board of Directors or other governing body of such Person whose property is being so acquired has approved the terms of such Acquisition; and (v) the City has provided the Bank such financial and other information regarding the Person whose property is being so acquired, including historical financial statements, and a description of such Person, as the Bank may reasonably request.

Section 6.23. Mergers, Consolidations and Sales. The City will not be a party to any merger or consolidation, or sell, transfer, lease or otherwise dispose of all or any substantial part of its Property, including any disposition of Property as part of a sale and leaseback transaction, or in any event sell or discount (with or without recourse) any of its notes or accounts receivable; *provided* that the foregoing shall not operate to prevent any such transaction that will not have a Material Adverse Effect. The term "substantial" as used herein shall mean, as to the City, the sale, transfer, lease or other disposition of 10% or more of the total assets of such Person.

Section 6.24. Tax Covenant. The City shall not take or omit to take any action which would cause interest on the Tax-Exempt Notes to be included in the gross income of any Holder thereof

for federal income tax purposes by reason of subsection (b) of Section 103 of the Code. Without limiting the generality of the foregoing, no part of the proceeds of the Tax-Exempt Notes or any other funds of the City shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause a Tax-Exempt Note to be an "arbitrage bond" as defined in Section 148 of the Code and to be subject to treatment under subsection (b)(2) of Section 103 of the Code as an obligation not described in subsection (a) of said Section.

Section 6.25. Offering Document. The City shall not make reference to any financial information relating to the Bank in any offering document without the Bank's prior written consent thereto.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. If any of the following events shall occur, each such event shall be an *"Event of Default"*:

(a) the City shall fail to pay, or cause to be paid, as and when due, (i) any principal of or interest on any Note when due (whether by scheduled maturity, required prepayment or otherwise) or (ii) any Obligations or any other amount payable hereunder and, in the case of such Obligations or other amount, such failure shall continue for a period of five (5) Business Days from the date such Obligation was due;

(b) any representation, warranty, certification, or statement made or deemed made by or on behalf of the City in this Agreement, any other Related Document or in any certificate, financial statement, or other document delivered pursuant to this Agreement shall prove to have been incorrect or misleading in any material respect when made or deemed made;

(c) breach by the City of any covenant, agreement, or other requirement contained in Section 6.1, 6.4, 6.5, 6.8, 6.13, 6.17, 6.19, 6.21, 6.22, 6.23, 6.24, 6.25 hereof.

(d) breach by the City of any other covenant, agreement, or condition (other than those referred to or contained in clauses (a), (b), or (c) above and in Section 6.24) contained in this Agreement or any Related Document and the continuation thereof for more than thirty (30) days after the earlier of (i) the Bank giving written notice thereof to the City and (ii) the date on which such failure and breach shall first become knowing to any officer of the City; provided, however, that any such breach will not constitute an Event of Default after such 30 calendar day period for such period of time as the City is, in the reasonable judgment of the Bank, diligently pursuing a cure or correction of such breach, but in no event for a period of time of more than 90 calendar days after such written notice;

(e) any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of $10,000,000, individually or in the aggregate, (only to the extent payable from Net

Revenues) shall be entered or filed against the City or against any of its properties and remain unsatisfied, unvacated, unbonded or unstayed for a period of 30 days;

(f) (i) default by the City in the payment of any Debt of the City payable from Net Revenues when due or within any applicable grace period or (ii) the occurrence of any event under any ordinance, resolution, or instrument giving rise to any such Debt, which results in or would entitle the obligee thereof or a trustee on behalf of such obligee to pursue any remedies against the City, including the right to declare the acceleration of any maturity thereof, or upon the lapse of time or the giving of notice or both would entitle the obligee thereof or a trustee on behalf of such obligee to accelerate any maturity thereof, or which results in the forfeiture by the City of any of its rights under any such ordinance, resolution, or instrument;

(g) (i) the City shall commence a voluntary case or other proceeding seeking (x) liquidation, reorganization, or other relief with respect to its Debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or (y) the appointment of a receiver, liquidator, custodian, or other similar official with respect to the City or any substantial part of its properties, or shall consent to or acquiesce in such relief or the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; (ii) a receiver, liquidator, custodian, or other official, appointed in an involuntary case or proceeding commenced against the City, appointed without consent or acquiescence of the City, takes charge of a substantial part of its properties; (iii) the City shall make a general assignment for the benefit of creditors, or declare a moratorium, debt restructuring, debt adjustment or comparable restriction with respect to its Debts, or shall generally not, or shall be unable to, or shall admit in writing its inability to pay its Debts as they become due, or shall take any action to authorize any or all of the foregoing; (iv) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of any Obligations; or (v) an involuntary case or other proceeding shall be commenced against the City seeking (x) liquidation, reorganization, or other relief with respect to the City's debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or (y) the appointment of a custodian, receiver, liquidator, trustee or other similar official of the City, or any substantial part of its properties, and such proceeding or case shall not be dismissed or stayed within 60 days after the filing thereof or an order of relief shall be entered against the City under the federal bankruptcy laws as now or hereafter in effect;

(h) (i) any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Notes or (B) the validity or enforceability of the pledge of the Net Revenues or any other pledge or security interest created by the

Ordinance shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, invalid or unenforceable;

(ii) the validity or enforceability of any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Notes, or (B) the validity or enforceability of the pledge of the Net Revenues or any other pledge or security interest created by the Ordinance shall be publicly contested by the City; or

(iii) any other material provision of this Agreement or any other Related Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(i) the powers of the City shall be limited in any way or the Ordinance shall be modified or amended in any way without the prior written consent of the Bank, in either case, which prevents the City from fixing, charging or collecting rates and charges for the use and services of the System in any amount sufficient to pay its debts as they become due;

(j) any pledge or security interest created by the Ordinance or this Agreement to secure any amount due under any Notes or this Agreement shall fail to be fully enforceable or fail to have the priority required under the Ordinance, in either case, by reason of a final, non-appealable judgment of a court of competent jurisdiction.

Section 7.2. Remedies. Upon the occurrence of an Event of Default hereunder, the Bank may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) immediately and without written notice to the City, all outstanding Notes shall bear interest at the Default Rate;

(b) by written notice to the City in the form of Exhibit C attached hereto, declare the Commitment and/or the Available Commitment to be terminated and thereafter the Bank will have no further obligation to purchase Notes hereunder; *provided* that the Bank may also take the action outlined in this Section 7.2(b) upon the occurrence of a Downgrade Event;

(c) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Related Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Bank in the Related Documents;

(d) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however,* that the Bank shall have no obligation to effect such a cure; or

(e) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and in equity; *provided, however*, that notwithstanding any other provision of this Agreement except for Section 6.19 hereof, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Agreement.

Notwithstanding anything to the contrary contained in the preceding sentence, upon the occurrence or existence of an Event of Default of the type described in 7.1(g), the remedies described in the foregoing clause (a) shall occur immediately and automatically without prior notice or further action on the part of the Bank or any other person. Anything in this Agreement to the contrary notwithstanding, from and after the occurrence of an Event of Default, all outstanding Notes and all Obligations shall bear interest at the Default Rate. For purposes of clarity, the occurrence of an Event of Taxability or a Determination of Taxability are not Events of Defaults hereunder.

Section 7.3. Suits at Law or in Equity and Mandamus. If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Notes or by law; provided, however, that notwithstanding any other provision of this Agreement, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Agreement. The provisions of this Agreement shall be a contract with each and every Noteholder and the duties of the City shall be enforceable by any Noteholder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

Section 7.4. No Waiver. No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.5. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the City and the Bank shall be restored to their former positions with

respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

GENERAL

Section 8.1. Notices. Any notice or other communication to be given to the Bank under this Agreement may be given by delivering the same in writing to Wells Fargo Bank, National Association, Attn: Patrick Hennessey, Senior Vice President, 360 Interstate North Parkway, Atlanta, Georgia 30339, or to such different address for the Bank as the Bank shall have notified the City as aforesaid. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to City of Garland, 200 N. 5th Street Garland, Texas 75040, Attention: Finance Director or to such different address for the City as the City shall have notified the Bank as aforesaid. The approval or other action or exercise of judgment by the Bank shall be evidenced by a writing signed on behalf of the Bank and delivered to the City.

Section 8.2. Successors and Assigns.

(a) *Successors and Assigns Generally*. This Agreement is a continuing obligation and shall be binding upon the City and the Bank, and their respective successors, transferees and assigns and shall inure to the benefit of the City, the Bank and the Noteholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. Each Noteholder may, in its sole discretion and in accordance with applicable law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Notes and the other Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Wells Fargo Bank, National Association shall be the Bank hereunder until such time as the Majority Noteholder designates an alternate Person to serve as the Bank hereunder with the written consent of the City by delivery of written notice to the City and the Paying Agent and such Person accepts and agrees to act as the Bank hereunder and under the Related Documents. The Majority Noteholder may so designate an alternate Person to act as the Bank from time to time. Upon acceptance and notification thereof to the City and the Paying Agent, the successor to the Bank for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Bank, and Wells Fargo Bank, National Association or any other Person being replaced as the Bank shall be discharged from its duties and obligations as the Bank hereunder. In the event that an alternate Person succeeds Wells Fargo Bank, National Association as Bank under this section, the City may terminate this Agreement or reduce the Commitment upon reasonable written notice to the Bank, and in such event no Termination Fee or Reduction Fee, as applicable, shall be due and owing.

(b) *Sales and Transfers by Noteholder to a Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more

transferees all or a portion of the Notes to a Person that is (i) an Affiliate of the Bank or (ii) a trust or other custodial arrangement established by the Bank or an Affiliate of the Bank, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the 1933 Act, or "accredited investors" as defined in Rule 501 of Regulation D under the 1933 Act (each, a *"Bank Transferee"*). From and after the date of such sale or transfer, Wells Fargo Bank, National Association (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however,* that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the City and the Issuing and Paying Agent shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the City.

(c) *Sales and Transfers by Noteholder to a Non-Bank Transferee.* Without limitation of the foregoing generality, a Noteholder may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act (each a *"Non-Bank Transferee"*) all or a portion of the Notes if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the City, the Issuing and Paying Agent and the Bank (if different than the Noteholder) by such selling Noteholder and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the City, the Issuing and Paying Agent and the selling Noteholder, an investment letter in substantially the form attached as Exhibit G to this Agreement (the *"Investor Letter"*).

From and after the date the City, the Issuing and Paying Agent and the selling Noteholder have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Noteholder hereunder and under the other Related Documents shall thereafter refer to such transferring Noteholder and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Noteholder (other than the Bank) no longer owns any Notes, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* Each Noteholder shall have the right to grant participations in all or a portion of such Noteholder's interest in the Notes, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the City and the Issuing and Paying Agent shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Notes and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the City. The City agrees that each participant shall be entitled to the benefits of Sections 3.2, 3.3 and 3.4 hereof to the same extent as if it were a Noteholder hereunder; *provided, however*, that a participant shall

not be entitled to receive any greater payment under Sections 3.3 and 3.4 than such Noteholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the City's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Bank set forth above, the Bank may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Notes, this Agreement and/or the Related Documents to secure obligations of the Bank or an Affiliate of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 8.3. Amendments. Any provision of this Agreement may be amended or modified if, but only if, such amendment or modification is in writing and is signed by the City and the Bank.

Section 8.4. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT (EXCEPT, AS TO ANY OTHER RELATED DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

(b) *Submission to Jurisdiction*. EACH OF THE BANK AND THE CITY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST A PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF TEXAS SITTING IN DALLAS COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) *Waiver of Venue*. EACH OF THIS PARTIES HEREAFTER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *Service of Process*. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 8.5. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 8.7. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 8.8. Survival of this Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Bank of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the City to indemnify the Bank and each Indemnitee under Section 3.2 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the City under Sections 3.3 and 2.6(d) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Bank is referred to, such reference shall be deemed to include the successors and assigns of the Bank and all covenants, promises and agreements by or on behalf of the City which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Bank.

Section 8.9. Effectiveness. This Agreement shall become effective upon the execution by the Bank and the acceptance hereof by the City.

Section 8.10. No Personal Liability. None of the City's governing body members, officers, employees, or agents (including, without limitation, any person executing this Agreement) shall be liable personally for any Note or Obligation or be subject to any personal liability or accountability by reason of the City's issuance of any Note or for the City entering into this Agreement.

Section 8.11. USA Patriot Act. The Bank is subject to the Patriot Act and hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.12. Notice of Final Agreement. THIS IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE BANK AND THE CITY AND SUCH WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR ORAL AGREEMENT OR OF A CONTEMPORANEOUS ORAL AGREEMENT BETWEEN THE BANK AND THE CITY.

Section 8.13. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the City, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Bank and its Affiliates each is and has been acting

solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.14. Israel Boycott. Pursuant to Section 2271.002, Texas Government Code, the Bank hereby represents that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, subject to or as otherwise required or permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, boycotts Israel (as defined in Section 2271.002, Texas Government Code) and, subject to or as otherwise required or permitted by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Bank agrees that neither it nor or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank will Boycott Israel during the term of this Agreement.

Section 8.15. Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,or

https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 8.16. Electronic Execution of Certain Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a *"Communication"*), including Communications required to be in writing, may, if agreed by the City, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation,

facsimile or .pdf) on or associated with any Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the City. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the City of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The City may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (*"Electronic Copy"*), which shall be deemed created in the ordinary course of the City's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the City is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the City pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the City has agreed to accept such Electronic Signature, the City shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the City any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, *"Electronic Record"* and *"Electronic Signature"* shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 8.17. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes*. In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings*. Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default

Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Insolvency Proceeding" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[SIGNATURE PAGES FOLLOW]

Respectfully submitted,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: Patrick Hennessey
Title: Senior Vice President

CITY OF GARLAND, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT A

[FORM OF REQUEST FOR PURCHASE]

REQUEST FOR PURCHASE

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

[_____],
as Paying Agent
[Address]
Telephone
Facsimile:
Attention:
Email:

with a copy to:

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Note Purchase Agreement dated August [___], 2021 (together with any amendments or supplements thereto, the *"Agreement"*), between the City of Garland, Texas (the *"City"*) and Wells Fargo Bank, National Association (the *"Bank"*) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Bank make a Purchase of Notes under the Agreement, and in that connection sets forth below the following information relating to such Purchase (the *"Proposed Purchase"*):

1. The Business Day of the Proposed Purchase is _____, 20__ (the *"Purchase Date"*), which is at one Business Day after the date hereof.

2. The principal amount of the Proposed Purchase of a Note is $_____, which is not greater than the Available Commitment as of the Purchase Date set forth in 1 above.

3. The aggregate amount of the Proposed Purchase shall be used solely for the purposes permitted in the Resolution and the Agreement.

4. The Note Maturity Date shall be ____ (such date shall not be later than the earlier of (i) the Commitment Expiration Date and (ii) three hundred sixty-four (364) days from the Purchase Date).

5. The interest rate with respect to the Proposed Purchase of a Note shall be the [Tax-Exempt Floating Rate] [Taxable Rate].

6. After giving effect to the Proposed Purchase, the aggregate principal amount of all Notes outstanding under the Agreement will not exceed the Available Commitment.

7. The Issuing and Paying Agent is directed to issue and deliver a Note to the Bank, consistent with the instructions herein pursuant to the Resolution, the Agreement and the Issuing and Paying Agent Agreement.

8. The City makes the representations set forth in [_____] of the Ordinance as if set forth in this request and Article IV of the Agreement.

The submission of this Request for Purchase constitutes a representation and warranty that the conditions specified in Section 5.2 of the Agreement have been satisfied on and as of the date hereof.

The Proposed Purchase shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Insert wire instructions]

_____
_____
_____

Very truly yours,

CITY OF GARLAND, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT B

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

[_____],
as Paying Agent
[Address]
Telephone
Facsimile:
Attention:
Email:

with a copy to:

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

Ladies and Gentlemen:

Reference is made to the Note Purchase Agreement dated August [___], 2021 (together with any amendments or supplements thereto, the *"Agreement"*) between the undersigned, the City of Garland, Texas (the *"City"*) and Wells Fargo Bank, National Association (the *"Bank"*). All terms defined in the Agreement are used herein as defined therein.

The City hereby requests, pursuant to Section 2.10 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by ____ to _____, _____. Pursuant to such Section 2.10, we have enclosed with this request the following information:

1. a reasonably detailed description of any and all Defaults that have occurred and are continuing;

2. confirmation that all representations and warranties of the City as set forth in Article IV of the Agreement and each Related Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and

3. any other pertinent information previously requested by the Bank.

The Bank is asked to notify the City of its decision with respect to this request within 30 days of the date of receipt hereof. If the Bank fails to notify the City of the Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

CITY OF GARLAND, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT C

[FORM OF NOTICE OF TERMINATION]

NOTICE OF TERMINATION

City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040
Attention: **[_____]**

[_____],
as Paying Agent
[Address]
Telephone
Facsimile:
Attention:

Email: Ladies and Gentlemen:

We refer to the Note Purchase Agreement dated August [___], 2021 (together with any amendments or supplements thereto, the *"Agreement"*), between the City of Garland, Texas (the *"City"*) and the undersigned, Wells Fargo Bank, National Association Any term below that is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that [a Downgrade Event][an Event of Default] has occurred under Section 7.1__ of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment **[has been automatically]/[is hereby]** reduced to $0.00 and the Bank has no further obligation to purchase Notes under the Agreement; and

2. The Commitment **[has been automatically]/[is]** terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the ____ day of _____, 20__.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

EXHIBIT D

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

[Date]

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

[_____],
[Address]
Telephone
Facsimile:
Attention:
Email:

with a copy to:

Wells Fargo Bank, National Association, as Bank
[Address]
Telephone
Facsimile:
Attention:
Email:

Ladies and Gentlemen:

Re: Note Purchase Agreement dated August [___], 2021

The City of Garland, Texas (the *"City"*), through its undersigned, an Authorized Representative, hereby certifies to Wells Fargo Bank, National Association (the *"Bank"*), with reference to the Note Purchase Agreement dated July [___], 2021 (together with any amendments or supplements thereto, the *"Agreement"*), between the City and the Bank (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[(1) The City hereby informs you that the Commitment is terminated in accordance with the Agreement.]

OR

[(1) The City hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____.]

IN WITNESS WHEREOF, the City has executed and delivered this Notice this _____ day of _____, _____.

CITY OF GARLAND, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT E

[FORM OF NOTICE OF REDUCTION]

NOTICE OF REDUCTION

[Date]

City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040
Attention: **[_____]**

[_____],
as Paying Agent
[Address]
Telephone
Facsimile:
Attention:

Email: Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.7(a) of the Note Purchase Agreement dated August [___], 2021, between the City of Garland, Texas (the *"City"*) and Wells Fargo Bank, National Association (the *"Bank"*), the Available Commitment is reduced from **[insert amount as of the date of Certificate]** to **[insert new amount]**, such reduction to be effective on _____.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

EXHIBIT F

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

[Date]

City of Garland, Texas
200 North Fifth Street
Garland, Texas 75040
Attention: **[_____]**

[_____],
as Paying Agent
[Address]
Telephone
Facsimile:
Attention:

Email: Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.10(b) of the Note Purchase Agreement dated August [___], 2021, between the City of Garland, Texas (the *"City"*) and the undersigned, Wells Fargo Bank, National Association (the *"Bank"*), the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended _____ to _____, _____. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article IV of the Agreement and each other Related Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

Acknowledged as of _____, _____ by

CITY OF GARLAND, TEXAS

By _____
Name: _____
Title: _____

EXHIBIT G

FORM OF INVESTOR LETTER

August [___], 2021

City of Garland, Texas
Garland, Texas

Re: $150,000,000
City of Garland, Texas
[_____]

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of the above-referenced notes (the *"Notes"*). The Notes were issued by the City of Garland, Texas (the *"City"*) pursuant to **[_____]** (the *"Ordinance"*). Wells Fargo Bank, National Association (the *"Bank,"* the *"undersigned," "us"* or *"we,"* as applicable) is purchasing the Notes pursuant a Note Purchase Agreement dated August [___], 2021, between the City and the Bank. We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Notes have not been registered pursuant to the Securities Act of 1933, as amended (the *"1933 Act"*), the securities laws of any state nor has the Indenture been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Notes (i) are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state and (ii) will not be listed on any securities exchange.

2. We have not offered, offered to sell, offered for sale or sold any of the Notes by means of any form of general solicitation or general advertising, and we are not an underwriter of the Notes within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Notes.

4. The Bank is either a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act, or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.

5. The Bank understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Notes. The Bank has

made its own inquiry and analysis with respect to the City, the Notes and the security therefor, and other material factors affecting the security for and payment of the Notes.

6. The Bank acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Notes and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Notes.

7. The Notes are being acquired by the Bank for investment for its own account and not with a present view toward resale or distribution; *provided, however*, that the Bank reserves the right to sell, transfer or redistribute the Notes, but agrees that any such sale, transfer or distribution by the Bank shall be to a Person:

(a) that is an affiliate of the Bank;

(b) that is a trust or other custodial arrangement established by the Bank or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors;

(c) that is a secured party, custodian or other entity in connection with a pledge by the Bank to secure public deposits or other obligations of the Bank or one of its affiliates to state or local governmental entities; or

(d) that the Bank reasonably believes to be a qualified institutional buyer or accredited investor and who executes an investor letter substantially in the form of this letter which is delivered to the City (as an addressee).

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

EXHIBIT H

FORM OF REQUEST FOR AMORTIZATION PERIOD

[Date]

Wells Fargo Bank, National Association
[Address]
Attention: _____

City of Garland, Texas
__Note Purchase Agreement__

Ladies and Gentlemen:

Reference is hereby made to that certain Note Purchase Agreement dated as of August [__], 2021 (the *"Agreement"*), between the City of Garland, Texas (the *"City"*) and the Wells Fargo Bank, National Association (the *"Bank"*). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Agreement.

The City hereby requests, pursuant to Section 2.5(c) of the Agreement, to enter into an Amortization Period so that any Notes not repaid on the Termination Date shall be payable as provided during an Amortization Period as provided in Section 2.5(c) of the Agreement.

In connection with such request, the City hereby represents and warrants that:

(a) no Default or Event of Default has occurred and is continuing under the Agreement on the date that is the thirtieth (30th) day immediately succeeding the Termination Date; and

(b) all representations and warranties of the City in the Agreement are true and correct and are deemed to be made on the date that is the thirtieth (30th) day immediately succeeding the Termination Date.

We have enclosed along with this request the following information:

1. the outstanding amount of the Notes on the date hereof;

2. any other pertinent information previously requested by the Bank.

Very truly yours,

CITY OF GARLAND, TEXAS

By:
Name: _____
Title:

EXHIBIT I

FORM OF NO DEFAULT CERTIFICATE

This No Default Certificate (this *"Certificate"*) is furnished to Wells Fargo Bank, National Association (the *"Bank"*) pursuant to that certain Note Purchase Agreement dated as of August [__], 2021 (the *"Agreement"*), between the City of Garland, Texas (the *"City"*) and the Bank. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected Finance Director of the City;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the City during the accounting period covered by the financial statements delivered to the Bank pursuant to Section 6.2(a) of the Agreement;

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the financial statements delivered to the Bank pursuant to Section 6.2(a) of the Agreement or as of the date of this Certificate, except as set forth below;

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the City has taken, is taking, or proposes to take with respect to each such condition or event:

_____

_____

_____

_____

The foregoing certifications and the financial statements delivered with this Certificate in support hereof, are made and delivered this ____ day of _____, 20__.

CITY OF GARLAND, TEXAS

By

Name: _____

Title: Finance Director_____

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. a.**

Meeting Date: July 19, 2021

Item Title: Garland Housing Finance Corporation Report

Summary of Request/Problem

David Gibbons, Executive Director of the Garland Housing Finance Corporation, will provide Council with an update.

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. b.**

Meeting Date: July 19, 2021

Item Title: Interview for Appointment to the Texas Municipal Power Agency

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Council will conduct interviews with applicants and discuss the appointment/reappointment process for the City of Garland's representation on the Texas Municipal Power Agency. The term for Mr. Jefferies expires July 18, 2021.

Information was posted on the City's website for 21 days regarding the qualification for the TMPA Board Member in order to provide an opportunity for citizens to apply for the position. Qualified applicants were requested to submit a letter of interest and resume by June 2, 2021.

Recommendation/Action Requested and Justification

Council will interview the applicants.

Attachments

Tom Jefferies - TMPA Letter

Israel Ramos - TMPA Letter/Application

James Vessels - Resume

From: Dowl, Rene
To: Vanover, Courtney
Subject: TMPA BOARD
[redacted]

See below:

Eloyce René Dowl, TRMC, CMC
City Secretary
200 N. 5th Street
4th Floor
Garland, TX 75040
P: 972-205-2404
F: 972-205-2504
rdowl@garlandtx.gov
www.garlandtx.gov

ATTENTION PUBLIC OFFICIALS! A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

From: THOMAS JEFFERIES [redacted]
To: Dowl, Rene <RDowl@garlandtx.gov>
Cc: Janke, Jeff (GPL) <JJanke@gpltexas.org>
Subject: [EXTERNAL] TMPA BOARD

I would like to continue to serve on the TMPA Board should the Council choose to reappoint me.

Thanks
Tom Jefferies

SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

April 1, 2021

Mr. Bryan Bradford, City Manager
City of Garland
P.O. Box 469002
Garland, TX 75046

RE: TMPA Board Member Appointment

Dear Mr. Bradford:

Our records indicate that Tom Jefferies's term as a Member of the Board of Directors of the Texas Municipal Power Agency expires on July 18, 2021. The City of Garland will need to reinstate Mr. Jefferies or select a new member to serve for the next 2-year term.

After the City Council reaches a decision on this matter, please send me a certified resolution or certified meeting minutes specifying the person selected to represent your City on the TMPA Board of Directors.

Your cooperation is appreciated.

Sincerely,

Tracy Stracener
Assistant Secretary
TMPA Board of Directors

Cc: Jamie Ratliff
Tom Jefferies
Jeff Janke

CITY OF GARLAND
RECEIVED
MAY 14 2021
CITY SECRETARY

Dear Board Committee,

I would like to apply for a position of Board position with the City of Garland. I am an active community member with a background in human resources and would love the chance to give back by lending my advisory skills to an organization such as yours.

I am a seasoned professional with 12+ years of team leadership and talent management experience in the human resources, customer service, and educational sectors. Recognized for demonstrating a natural aptitude for understanding the challenges business leaders face and creating positive outcomes to achieve operational excellence, as well as for creating strategies that assist employers in finding the right talent, at the right time, and with the right message, I have a verifiable history of contributing directly to company growth and expansion throughout my career. Professional focal points include the recruiting lifecycle, human resources, strategy development, employee engagement, benefits administration, new hire orientations, customer service, cross-functional team collaboration, technology solutions, and project management. Delivering superior administration on the latter areas of expertise requires the utilization of effective communication skills, negotiation skills, as well as business acumen, systems analysis, and resource management to support efficiency and maximum returns.

Currently, I am a Human Resources Generalist with Milliman. Under my leadership, I oversee various human resources functions ranging from recruitment, on-boarding, new hire orientation, compensation administration, benefits, rewards/recognition, and HR data and metrics. In addition, I liaise with senior leadership, stakeholders, and internal teams to ensure the company's support structure is driving the business forward with minimal expenditures.

Colleagues describe me as a progressive, driven, down-to-earth, passionate and managerial expert who can be relied on to offer superior solutions that deliver measurable results. I would be thrilled to have the opportunity to serve on your board and put my knowledge to use.

I am confident you'll find me a good fit for your needs as a Board Member to the City of Garland. Please contact me by phone or email at a convenient time for you so that we may set up an in-person meeting. I look forward to hearing from you and thank you so much for your time.

Sincerely,

Israel Ramos

Enclosures: Application for City of Garland Boards/Commissions/Committees

CITY OF GARLAND
RECEIVED
MAY 14 2021
CITY SECRETARY

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 5/13/2021

Name: Israel Ramos Phone: [redacted] *(Home)*

Address: 2645 Dodson St. Phone: _____ *(Other*

City, State, Zip: Garland, TX 75042 Email: [redacted]

Resident of Garland for 7 months years Resident of Texas for 29 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I am a seasoned professional with 12+ years of team leadership and talent management experience in th

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

List civic or community endeavors with which you have been involved.

North Texas Food Bank, The A21 Campaign, and Richland Community College Alumni Committee Memb

What is your educational background?

Bachelor of Applied Arts and Sciences with a focus on Human Resources Management, Marketing and N

What is your occupational experience?

Human Resources Generalist

I hereby affirm that all statements herein are true and correct. Israel Ramos

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Youth Council **	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plan Commission
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Garland Cultural Arts Commission		___ Unified Building Standards Commission

***Garland Youth Council has a separate application* TMPA

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due___

Utility Account Status Current ✓ Past Due___

CSO Suit/Claim Filed Yes ___ No ✓

Clerk Signature & Date Courtney Vanover 5.14.21

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

Revised 03/2018

JAMES VESSELS

[redacted] 1022 Palm Desert Dr. Garland, TX 75044

BUSINESS ANALYST/ DEVELOPER/SUPPORT REPRESENTATIVE/CERTIFIED SCRUM MASTER

- IT Business Analyst with 10+ years of experience supporting application development for various applications, including NextGen Healthcare Information Systems, HotDocs Template development and Integration Point Import/Export Applications. Primary tasks: interpreting client needs and writing business requirements with Agile Scrum user stories for development requests, writing user guides, consulting guides and Configuration guides.
- Effectively communicating with developers to deliver workable solutions for end users/clients.
- Technical skills include supporting **XML and SQL development**, writing scripts to pull data from enterprise database into User Interface templates, as well as the ability to read, interpret and **modify Python and JavaScript**.
- Experience working on a Scrum team consisting of 8 to 15 developers, a Product Owner and a team of business specialists to take the requests from user story to business requirements to completed application/template/documents.
- Fully involved in deploying applications to testing environments; developing test scenarios before submitting ITSMs to Production Release.
- In-depth knowledge of development, system administration, file maintenance operations for NextGen, while maintaining compliance with HIPPA, meaningful use and hospital regulations implementing long-term solutions and maintaining the highest standard of quality.
- Proven track record of excellent customer service; building successful client relationships; consulting with Staff Members and Implementation Experts and resolving conflicts.

AREAS OF EXPERTISE

Nextgen Template Development/ Quality - Analysis of development projects - Microsoft SQL Server Admin - Remote & On-site IT Support - Scrum Master/Scrum Team Developer - Electronic Health Record Software Electronic Medical Record Systems - Troubleshooting & Issue Resolution - Writing Business Requirements - Software & Hardware Configurations - Customer Service & Communication - Technical Support/Development Tools

Technical Specialties: NextGen EMR, EPM and ICS | NextGen® BBP & Document Development | Crystal Reports | SQL scripts | Microsoft Office Access, Word & Excel | HotDocs Template Development.

EDUCATION & PROFESSIONAL DEVELOPMENT

Certifications: Scrum Master • NextGen EMR • NextGen ICS • NextGen EPM • NextGen SCT • HTML/XML • A+ Hardware •

WORK EXPERIENCE

SENIOR BUSINESS ANALYST • Insight Global for Thompson Reuters – Richardson, TX Sept 2019– April 2020
Worked on GTM/Integration Point software developing the following products: Entry Verification. Export Verification, Supply Chain Compliance, Business Process Modeling, and Import Security Filing. Created Features and User Stories based on client request, Led Grooming, Design and Review according to Scrum guidelines. Worked closely with the Product Owner to monitor Backlog and push development through to completion. Also wrote the Release Notes, updated User Guides, Consulting Guides and Implementation Guides according to the changes we made. Worked closely with the Scrum Master to manage our meetings and develop strong team ethic.

SENIOR BUSINESS ANALYST • Insight Global for JP Morgan Chase – Plano, TX May 2018– May 2019
Worked on the Document Automation project for JP Morgan Chase's Commercial Banking division using HotDocs Template development. Worked with Product Owner on a Scrum Team using Atlassian JIRA to identify client needs and develop stories and implementation plans for the creation of new documents, or modification of existing document for all JPMC's Lines of Business, including Middle Market, Dealer Services, Real Estate and Commercial Business. Converted user stories to business requirements, following very strict legal guidelines and maintaining professional and functional performance. Then pushed them through development, creating or modifying User Interface templates, writing XML or SQL scripts to pull data from other banking resources, followed by regressive testing of all affected components. After testing I conducted peer review of tasks completed by other team members, looking for grammatical errors and functional performance. I would then follow up

on UAT (user testing) to approve and prepare my work and the work of others through finally deployment into a production environment following strict ITSM guidelines. Worked as rotating Scrum Master for the analyst/development team.

SENIOR BUSINESS ANALYST • Tenet Healthcare – Dallas, TX 2013 – 2018

As a Senior-level Business and Technical Analyst role over the NextGen environment, I communicated with our stakeholders: doctors, nurses and office managers regarding bugs and enhancements for the NextGen Electronic Health Records software. I then wrote business requirements for template, report and document development based on the needs of thousands of doctors and staff at over 80 offices supporting all types of practices. I oversaw proper documentation, technical communication, and acted as leader for training of the help desk support and tier 3 resource for difficult issues.

- NextGen EHR/EPM is a full hospital/clinic solution where we applied enhancements and bug fixes to the out-of-the-box application. Components included electronic practice management, appointment scheduling, automated claims processing, labs processing and patient billing. The Electronic Health Records component involved reason for visit, vitals recording through devices, assuring doctors met HIPPA requirements, patient and family histories, submitting lab requests using HL7 and submitting prescriptions to the patient's pharmacy by electronic means. We also produced patient visit documents and practice level reports
- Mitigated risks by authoring business requirements, analyzing enhancements, and guiding decision making to maintain effective workflow and meet enterprise goals.
- Extensive template development from bug fixes requests and enhancement modifications for every practice type (Pediatrics, Family Practice, Neurology, ENT, and more), also building complete template sets for Cardiology practices and Bariatric Medicine. Also worked in NextGen Document builder to deliver the custom data added to templates and writing Crystal Reports to deliver metrics to Practice Managers and Doctors.
- Served as a liaison between practice managers and NextGen support staff members while cross training and directing technical teams.
- Installed KBM (Knowledge Base Model) upgrades, managed monthly medication and formulary updates and managed the File Maintenance and System Administration tools.

NEXTGEN CONSULTANT • Dell Services Consulting to Tenet Healthcare – Dallas, TX 2011 – 2013

- Same duties as above as a Dell Services contractor to Tenet
- Provided business analysis, development and support to the staff of Tenet Healthcare.
- Rolled out updates for a range of NextGen modules, tracking and installing key updates under tight deadlines

NEXTGEN SUPPORT ANALYST • Mednax/Pediatrix Medical Group – Richardson, TX 2004 – 2011

- Provided helpdesk support to 80 hospitals and clinics
- Installed monthly updates for NextGen and assisted with upgrades to the application.
- Worked on Template development for bugs and enhancements.

TROUBLE SPECIALIST• Sprint PCS - Fort Worth, **TX** 2002 – 2004

- Help Desk support for Sprint email, text and other technical issues

CONSULTANT • Buchanan Associates – Dallas, TX

1998 -2001

- **Provided consulting services for: Bell Helicopter, Groceryworks.com, Pioneer Natural Resources**

HELP DESK • Verio Inc. – Dallas, Tx

1997 - 1998

- Help Desk support for Verio Internet customers

HELP DESK • Stream International – Richardson, TX

1995 - 1997

- Help Desk Support for Compaq and Gateway computer companies

Vanover, Courtney

From: Dowl, Rene
Sent: Tuesday, June 1, 2021 12:22 PM
To: Vanover, Courtney
Subject: TMPA Applications
Attachments: Vessels-j 2021.doc

[redacted]

From: James Vessels <james@jamesvessels.com>
Sent: Tuesday, June 01, 2021 12:10 PM
To: Dowl, Rene <RDowl@garlandtx.gov>
Subject: [EXTERNAL] Applications

Are you still accepting applications for the positions:
North Texas Municipal Water District
And
Texas Municipal Power Agency.

I have been a resident of Garland for 6 years. I have been working as a business analyst for 21 years in the Health Care software development industry. I have followed Texas politics closely for years. I once ran for Bryan, TX City Council. I would like to participate in some level of government. I have a strong interest in the Power Agency Board, especially since our winter freeze outages.
I want Garland to be prepared for future events like this.

I have attached a resume.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. c.**

Meeting Date: July 19, 2021

Item Title: Consideration of the Fall 2020 Neighborhood Vitality Matching Grant(NVMG) Application from the Trails Recreation Club

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

The Trails Recreation Club is an applicant to the Fall 2020 Neighborhood Vitality Matching Grant (NVMG) program. The Community Services Committee reviewed the application on March 9, 2021 and recommended a discussion with the City Council, particularly in regard to the applicant charging a fee for use of its facilities for non-members. Trails has since modified their application to remove the fee.

Recommendation/Action Requested and Justification

Request approval or denial of NVMG application.

Attachments

Trails Project with License Agreement

GARLAND

NEIGHBORHOOD VITALITY MATCHING GRANT

PROJECT SUMMARY

Neighborhood Association: Trails Recreation Club
Project Name: Tennis Area Restoration
Project Location: 725 Trails Parkway
City Council District 4 – Fall 2020 Cycle

Total Project Cost:	$143,144.00
Requesting Amount:	$70,050.00
Neighborhood Match:	$73,094.00
Match %:	25%

Per guidelines COG can pay up to $100,000 every 5 years

Fall 2015	Speed Humps	Approved	Project cost $1,700, COG paid $1,530.
Spring 2019	New community sign, landscaping, irrigation	Approved	Projected cost $35,535, COG paid $28,428
Fall 2020	Resurface and restripe tennis court and parking lot. Install chain link fence, replace dead bushes, better lighting.	Pending Decision	Projected cost $143,144, COG pays $71,572.00

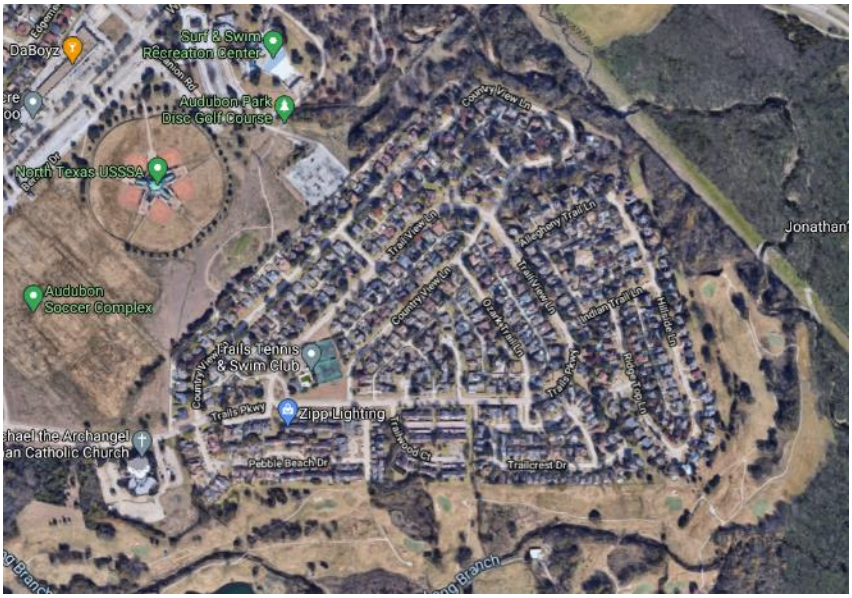
Project Summary:

- Resurface and restripe the parking lot and 6 tennis courts to include pickle ball.
- Install a strong chain link fencing around the tennis courts.
- Remove dead bushes around tennis courts and replace with new and in better location.
- Restore overhead lighting with timers to conserve energy.

Current

Proposed

Phast Times News
Trail View Ln
Trails Tennis & Swim Club
725 Trails Parkway
Angadath Jacob
Country View Ln
Trails Pkwy
Google


DaBoyz
Surf & Swim Recreation Center
Audubon Park Disc Golf Course
North Texas USSSA
Audubon Soccer Complex
Trails Tennis & Swim Club
Zipp Lighting
Pebble Beach Dr
Trailcrest Dr
Country View Ln
Trail View Ln
Jonathan

Neighborhood: Trails Recreation Club includes 400 single family homes located in its own pocket north of I-30. This is a semi-public recreation club.

Neighborhood Boundaries:

- North – Country View Lane
- South – Trail Crest Drive
- East – Hillside Lane
- West – Country View Lane

Project Goals: Improve a gathering/athletic space for neighbors and guests.

Future Maintenance: Trails has a landscape budget and a hired maintenance crew to replace plants "as needed" and conduct regular visits.

City Staff Comments:

Parks:

- Recommended black vinyl coated chain link, dramatically enhances the aesthetics, if existing line posts, terminal posts and gate frames are to remain, they could be repainted black while the mesh is off
- Recommend resurfacing while chain link and nets are removed
- Push button timers may be a good option for the lighting so it will automatically turn off after pre-programmed times
- Wind screens would also be recommended to increase functionality and/or privacy
- Recommend that existing vegetation that is growing into the fence mesh be removed for both aesthetics and longevity of the new fence mesh that is going up. if new vegetation is going to be planted, locate them at the proper distance from the fence, it is different for each plant

Building Inspections:

- If the fence is going back in the same spot and the materials and height is the same then no permit required for the fence. An electrical permit will be required for the electrical work being done from BI.

Office of Neighborhood Vitality:

- Per the guidelines, the City of Garland is allowed to pay up to $100,000 every 5 years to a neighborhood. Trails Recreation Club received $1,500 for the Fall 2015 and $28,428 for the Spring 2019 project. That allows COG to pay a maximum of $70,050.00 for this project.
- If this project is approved and reimbursed Trails can apply for a Matching Grant in Spring 2024.
- This facility is semi-public with a $5 fee a day to enjoy the amenities.
- Per the guidelines, repairs or maintenance of existing facilities is not eligible as well as lighting upgrades or security cameras.

LICENSE AND GRANT AGREEMENT

This License and Grant Agreement ("License" or "Agreement") is entered into as of the ___ day of _____, 2021 ("Effective Date"), by and between **Trails Recreation Assn., Inc., a Texas non-profit corporation**, including its successors and assigns, ("Licensor") and **the City of Garland, a Texas home-rule municipality** ("Licensee") (collectively, "Parties").

RECITALS:

The Licensor and Licensee each acknowledge and agree that the following recitals are true and correct and that the same are incorporated herein and are a material part of this Agreement:

A. Licensor is the owner of that certain real property which is located at **725 Trails Parkway, Garland, Texas, 75043**, in the City of Garland, County of Dallas, State of Texas, and is further depicted in Exhibit A, which is attached and incorporated by this reference ("Property").

B. Parties desire to enter into this License for the purpose of (1) Licensee providing Licensor a Neighborhood Vitality Matching Grant ("Grant Program") in the amount of $_____ ("Grant") to construct, repair, or reconstruct certain improvement on the Property, including but not limited to improving tennis facilities and fencing, and (2) in consideration of the Grant, Licensor granting Licensee a license for Licensee and the public to enter upon and into the Property for the purposes of recreational activities.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged, Parties agree as follows:

1. <u>Grant of License</u>

   Licensor grants to Licensee, its agents, employees, and officers, subject to the conditions and covenants of this License, and dedicates to the public, a license ("License"), which is irrevocable for a period of 20 years from the effective date, for the purposes stated in the recitals above, together with necessary rights of ingress and egress over Property in the location depicted in Exhibit A which is attached hereto and incorporated by this reference.

2. <u>Non-exclusiveness of License</u>

   Subject to the express terms and conditions of this Agreement, and any rights and privileges granted herein, this License is nonexclusive. Licensor continues to maintain and control the Property, including, without limitation, leasing, sub-leasing, and granting of additional licenses.

3. Prior Rights

This License is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title which may affect Property.

4. Term of License

The term of this License shall commence upon the date on which Licensor receives the Grant from Licensee and continue for a period of 20 years unless otherwise terminated pursuant to the terms and conditions of this Agreement.

5. Working Procedures, and Repair and Maintenance

Licensor shall bear the entire cost and expense of operating, repairing, and maintaining the proposed improvements.

6. Assumption of Risk

Licensor shall assume all risk of damage to the Property and appurtenances and to any other property of Licensor, or any property under the control or custody of Licensor, caused by the use of the Property by the public; provided, however, such assumption by Licensee shall not include any damage caused by Licensee, its agents or employees, if Licensee would otherwise be liable under state law.

7. Miscellaneous

A. Award of Neighborhood Vitality Matching Grant. Licensor acknowledges and agrees that it has received and reviewed the terms and conditions of the Grant Program. Licensor agrees to timely comply with all the terms and conditions of the Grant Program, which are incorporated herein by reference for all purposes.

B. Public Access. Licensor acknowledges and agrees that the primary factor of inducing Licensee to enter into this Agreement, and award Licensor the Grant, is to allow the Licensee and general public access to the Property on the same basis as the Property is available to members of the Trails Recreation Association or all other persons with a real property interest in the Property.

C. No Membership or Access Fees. Licensor shall not charge Licensee, or any member of the public, any fees, of whatever nature, to access and use the Property for recreational purposes.

D. Hours of Operation. Licensor may (but is not required) restrict the hours of operation of the Property from **6:00 a.m. to 9:00 p.m.** Licensor must receive written authorization from the Licensee to further restrict the hours of operation.

E. Signs. Licensor shall not cause, allow, or suffer, the placement or display of any sign indicating that the Property is private, restricted or limited access.

F. Maintenance. Throughout the term of this License, Licensor shall continuously maintain the Property, and any appurtenances and improvements thereon, in good repair, working order and condition, and in compliance with all applicable laws.

G. Default. Licensee shall notify Licensor, in writing, of a default by Licensor in complying with the terms and provisions of this Agreement. In the event that Licensor fails to cure the default(s) within thirty (30) days of receipt of the notice of default (or fails to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period) ("Cure Period"), Licensor shall promptly reimburse the City the Grant, in its entirety, within 30 days following the expiration of the Cure Period. Failure on the part of Licensee to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both Licensee and Licensor.

H. INDEMNIFICATION. GRANTOR SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY GRANTEE, ITS AGENTS, EMPLOYEES, OFFICIALS, AND REPRESENTATIVES AGAINST ANY SUIT, LIABILITIES, CLAIM, DEMANDS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES (INCLUDING DEATH) AND ATTORNEY'S FEES, DIRECTLY CAUSED SOLELY FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY GRANTOR, IN THE EXERCISE OF THE RIGHTS GRANTED TO GRANTEE BY THIS AGREEMENT, INCLUDING, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY PERSONS OR ENTITIES OTHER THAN GRANTEE (INCLUDING, WITHOUT LIMITATION, GRANTOR).

I. Lessor to Provide Insurance. Licensor agrees to carry, during the term of this License, comprehensive general liability insurance insuring against bodily injury - including death - and property damage with a company or companies qualified to do business and to write insurance in the State of Texas. The policy or policies shall provide coverage of at least **$500,000.00** for bodily injury or death, per occurrence, and **$250,000.00** for property damage, per occurrence. The cost of premiums for all such policies shall be paid by Licensor and the policy or policies shall bear an endorsement providing at least ten (10) days written notice to Licensee of cancellation or material alteration. Licensor shall provide Licensee with a copy of the insurance policy reflecting the required minimum coverage amounts herein at the time of executing this License. Also, upon written request, Licensor shall provide Licensee with a copy of the insurance policy at any time throughout the term of this License.

J. Governing Law. This License and all of the activities contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this License are performable in Dallas County, Texas such that exclusive venue for any action arising out of this License shall be in Dallas County, Texas.

K. No Waiver of Immunity or Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

L. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this License nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Licensor and Licensee as those terms are understood herein.

M. Non-discrimination. Licensor promises and warrants that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied access or benefits of, or be otherwise subjected to discrimination under any program, activity, or transaction on the Property.

N. Covenants to Run with Land. The covenants and promises herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. Within 30 days of Licensor receiving the Grant funds, Licensor shall record this Agreement, at its sole cost and expense, in the real property records of Dallas County and shall provide Licensee with a copy of the filed Agreement.

8. Notices

All notices required or permitted to be given under this License shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either Licensor or Licensee may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed sufficiently served four (4) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery.

To Licensee: City of Garland, Texas
Attn: _____
Director of _____
PO Box 469002
Garland, Texas 75046
Phone: 972-205-_____
Email: _____@garlandtx.gov

To Licensor: Trails Recreation Association
Attn: _____
Title: _____
_____
Garland, TX 7504____
Phone: _____
Email: _____

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date by their duly authorized representatives.

Trails Recreation Association, Inc.

By: _____

Name: _____

Date: _____

City of Garland, Texas

By: _____

Name: _____

Date: _____

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. d.**

Meeting Date: July 19, 2021

Item Title: Public Safety Committee Report

Submitted By: Jeffrey Bryan, Chief of Police

Summary of Request/Problem

Council Member Robert Vera, Chairman of the Public Safety Committee, and Chief Jeff Bryan, Staff Liaison to the Committee, will provide a committee report on the following items assigned to the Committee:

- Review and Consider Modifying Parking Enforcement Actions on Streets Under Construction

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. e.**

Meeting Date: July 19, 2021

Item Title: Parking Enforcement Program Update and Proposed Ordinance Amendment

Submitted By: Brian England, Deputy City Attorney

Summary of Request/Problem

The Council requested that the City Marshal's Office update Council from time to time about the status of the parking program. In addition, the Public Safety Committee has made a recommendation to update the parking ordinances to make certain parking restrictions inapplicable in the area of City construction projects.

Recommendation/Action Requested and Justification

Council is requested to consider an amendment to Section 32 and 33 of the Code of Ordinances providing that certain parking ordinances are inapplicable if violation of the ordinance is necessitated by City construction projects.

Attachments

Redlined Amendment to 33.55

Redlined Amendment to 33.56

Draft Amendment to Ordinance

Parking Enforcement Presentation

Sec. 33.55 Miscellaneous parking violations - civil offense

(A) The registered owner of a vehicle commits a civil offense if the registered owner of the vehicle allows, suffers or permits a vehicle to be parked:

(1) On the roadway side of a vehicle stopped or parked at the edge of a curb of a street;

(2) On a sidewalk;

(3) In an intersection;

(4) On a crosswalk;

(5) Alongside or opposite a street excavation or obstruction if stopping, standing or parking the vehicle would obstruct traffic;

(6) In front of a public or private driveway;

(7) Within 15 feet of a fire hydrant;

(8) Within 20 feet of a crosswalk at an intersection;

(9) On a roadway within 30 feet in any direction from an intersection controlled by a flashing signal, stop sign, yield sign, or other traffic-control device;

(10) Within an alley so as to interfere with the free and interrupted movement of traffic;

(11) In a fire zone;

(12) Where signs are erected prohibiting parking;

(13) In a manner such that any portion of the vehicle extends more than 102 inches from the face of the immediately adjacent curb, if the street has a curb, or edge of pavement, if the street does not have a curb;

(14) On public property in a marked parking space and not entirely contained within the limits of a single parking space designated by surface markings for that space;

(15) On a two-way roadway with the right-hand wheels of the vehicle greater than 18 inches of the right-hand curb or edge of the roadway; or

(16) Unattended on a public street for a period of time in excess of forty-eight hours.

(17) On public property, other than a roadway, not in a designated parking space.

(B) A person commits a civil offense if the person parks a vehicle:

(1) On the roadway side of a vehicle stopped or parked at the edge of a curb of a street;

(2) On a sidewalk;

(3) In an intersection;

(4) On a crosswalk;

(5) Alongside or opposite a street excavation or obstruction if stopping, standing or parking the vehicle would obstruct traffic;

(6) In front of a public or private driveway;

(7) Within 15 feet of a fire hydrant;

(8) Within 20 feet of a crosswalk at an intersection;

(9) On a roadway within 30 feet in any direction from an intersection controlled by a flashing signal, stop sign, yield sign, or other traffic-control device;

(10) Within an alley so as to interfere with the free and interrupted movement of traffic;

(11) In a fire zone;

(12) Where signs are erected prohibiting parking;

(13) In a manner such that any portion of the vehicle extends more than 102 inches from the face of the immediately adjacent curb, if the street has a curb, or edge of pavement, if the street does not have a curb;

(14) On public property in a marked parking space and not entirely contained within the limits of a single parking space designated by surface markings for that space;

(15) On a two-way roadway with the right-hand wheels of the vehicle greater than 18 inches of the right-hand curb or edge of the roadway; or

(16) Unattended on a public street for a period of time in excess of forty-eight hours.

(17) On public property, other than a roadway, not in a designated parking space.

(C) **NON-APPLICABILITY** – Section 33.55 is not applicable to a violation of subsections (A)(2) nor a violation of subsections (B)(2) of this section if the portion of the street adjacent to and adjoining the property lines of the property on which the vehicle is parked is under construction, and the construction necessitates the violation.

(D) **NON-APPLICABILITY** – Section 33.55 is not applicable to a violation of subsections (A) (12), or (15); nor a violation of subsections (B) (12), or (15) if construction of the roadway in the immediate area on which the vehicle is parked necessitates the violation.

Sec. 32.56 Parking on unimproved surface and excessive driveways

(A) Definitions. As used in this section:

(1) *Approved connection* means the driving surface located between a street or alley and an improved or limited parking surface. A connection is approved for purposes of this section if the connection is designed, constructed, and maintained in accordance with the traffic management and technical standards applicable to such connections including width, location, turning radii, and construction methods and materials.

(2) *Concrete pavers* means interlocking concrete paving stones at least two inches (2") thick on a base consisting of a layer of bedding sand over a minimum of four inches (4") of compacted crushed stone, cement treated base, or soil cement base.

(3) *Improved parking surface* means:

(a) Reinforced concrete having a minimum depth of five inches (5"); or

(b) Concrete pavers.

(4) *Limited parking surface* means a parking surface located in a rear yard consisting of:

(a) Asphalt having a minimum depth of four inches (4") over a four inch (4") stabilized base consisting of compacted crushed stone, cement treated base, or soil cement base;

(b) Compacted gravel or crushed rock contained within a distinct border and having a minimum depth of six inches (6");

(c) Reinforced concrete having a minimum depth of five inches (5"); or

(d) Concrete pavers.

(5) *Runners* means a parking surface constructed from concrete, asphalt, macadam or concrete pavers that provides a coverage only for the wheels of a vehicle separated by an unimproved area under the body of the vehicle. “Runners” composed of any other materials or of earth only are not a legal parking surface under any circumstances under this section except as allowed by subsection (B)(2).

(6) *Driveway* means an improved parking surface (allowed in any yard, subject to subsection (C)) or a limited parking surface (allowed only in a rear yard and subject to subsection (C)) that provides egress and ingress from and to an adjacent street or alley by means of an approved connection.

(7) *Front yard* means that portion of a residential lot between the street and the building face of a single-family, duplex, triplex, or quadraplex structure.

(B) Parking on unimproved surfaces prohibited.

(1) A person commits an offense if, within a residential zoning district or upon property which constitutes a residential use the person causes, suffers, permits, or allows the parking of any motor vehicle or trailer on runners or on any surface other than a driveway.

(2) It is an affirmative defense to prosecution under this subsection if:

(a) The property is used for agricultural purposes or is zoned agricultural; or

(b) (i) If the property is within a residential zoning district or constitutes a residential use, the property is occupied by a residential dwelling and the dwelling was built on or before January 1, 1980;

(ii) The surface parked upon was part of the original driveway when the residential dwelling was built;

(iii) The surface parked upon consists of runners or is a limited parking surface originally composed of gravel, asphalt or macadam when the residential dwelling was built; and

(iv) The surface parked upon has been properly maintained to serve as a parking surface as intended when originally constructed.

(C) Excessive driveway prohibited.

(1) A person commits an offense if, within a residential zoning district or upon property which constitutes a residential use the person causes, suffers, permits or allows a driveway to cover more than fifty percent (50%) of a front or rear yard. A limited or improved surface constitutes a driveway for purposes of determining the coverage under this section unless the surface is physically detached from

any point of egress or ingress to an adjacent street or alley (whether or not by means of an approved connection) and is permanently incapable of providing a parking space for a vehicle.

(2) It is an affirmative defense to prosecution under this subsection that:

(a) A driveway is a circular drive connecting to a street or alley by at least two (2) approved connections and covers no more than sixty-five percent (65%) of the yard; or

(b) A driveway is within a residential front yard and parking is prohibited or restricted by ordinance on that portion of the street abutting the yard, and the driveway covers no more than sixty-five percent (65%) of the yard.

(D) Abatement and appeal.

(1) If it is determined that a motor vehicle or trailer is parked on any surface in violation of the provisions of this section, the owner, occupant, or person in charge of the property shall correct the violation within twenty-four hours of receipt of notice. The Director of Code Compliance may for good cause allow additional time for compliance.

(2) Notice of a violation of this section shall be given in writing by:

(a) Delivering the notice in person to an owner, occupant, or person in charge of the property;

(b) Affixing the notice to the front door of the property; or

(c) By depositing the notice by U.S. mail addressed to the owner, occupant, or person in charge of the property, with proper postage affixed.

(3) The owner of the property upon which a violation of subsection (B) is alleged to exist may appeal such determination to the Housing Standards Board by filing a request in writing for a hearing with the Director of Code Compliance on a form to be provided by the Director for such purposes within thirty (30) days after the City has given notice of the violation as provided in this subsection. The appeal shall be accompanied by the payment of a filing fee of $100.00. An appeal does not stay enforcement of the provisions of this section pending a determination of the Board. The Housing Standards Board may uphold the determination that a violation exists, in which event the Board shall set a date by which the property on which the violation exists shall be brought into compliance with this section; approve alternative paving materials where such materials are demonstrated to meet or exceed the requirements of this section; or grant a variance to a requirement under this section if the Board determines, based upon the credible evidence presented to it, that literal enforcement of this section would result in an unnecessary hardship, taking into consideration peculiarities of the property such as size, shape, slope or other restrictions on the effective area available for parking on the property. If the Board approves the proposed alternative paving materials or grants a variance, the Director shall cause the filing fee to be promptly refunded to the applicant.

(E) Permit required. A permit shall be required to construct any parking surface improvement. Application for a permit to improve a parking surface shall be made to the Building Inspection Department.

(F) Non-applicability. Subsection 32.56 (B) is not applicable if the part of the street adjacent to and adjoining the property lines of the property on which the vehicle is parked is under construction, and the construction necessitates the violation.

(Ordinance 4337, sec. 1, adopted 5/16/89; Ordinance 5571, secs. 1, 2, adopted 6/5/01; Ordinance 5623, secs. 1, 2, adopted 1/22/02; Ordinance 5676, sec. 1, adopted 11/15/02; Ordinance 5895, sec. 1, adopted 4/19/05; Ordinance 6534, sec. 13, adopted 4/3/12; Ordinance 6583, sec. 1, adopted 12/4/12)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 32.56, "PARKING ON UNIMPROVED SURFACE AND EXCESSIVE DRIVEWAYS," CHAPTER 32, ARTICLE II; SECTION 33.55, "MISCELLANEOUS PARKING VIOLATIONS – CIVIL OFFENSE," CHAPTER 33, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Section 32.56 "Parking on unimproved surface and excessive driveways," of Article II, "Property Maintenance and Nuisance Abatement," Chapter 32 of the Code of Ordinances for the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Sec. 32.56 Parking on unimproved surface and excessive driveways

...

(F) **NON-APPLICABILITY** – subsection 32.56 (B) is not applicable if the part of the street adjacent to and adjoining the property lines of the property on which the vehicle is parked is under construction, and the construction necessitates the violation.

..."

Section 2

That Section 33.55 "Miscellaneous Parking Violations – Civil Violations," of Article IV, "Stopping, Standing, and Parking," of Chapter 33, "Transportation," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"**Sec. 33.55 Miscellaneous parking violations – civil offense**

...

(C) **NON-APPLICABILITY** – Section 33.55 is not applicable to a violation of subsections (A)(2) nor a violation of subsections (B)(2) of this section if the portion of the street adjacent to and adjoining the property lines of the property on which the vehicle is parked is under construction, and the construction necessitates the violation.

(D) **NON-APPLICABILITY** – Section 33.55 is not applicable to a violation of subsections (A) (12), or (15); nor a violation of subsections (B) (12), or (15) if construction of the roadway in the immediate area on which the vehicle is parked necessitates the violation.

..."

Section 3

That Chapters 32 and 33 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 5

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 6

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2021.

CITY OF GARLAND, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

PUBLISHED DATE:

_____

City of Garland
Civil Parking Enforcement

Office of the City Marshal

Mike Betz

City Marshal

History of the Parking Program

- In mid-December, 2019, Deputies began distributing “Red Warnings” – informational warnings identifying the specific violation committed.
- At the same time the City undertook a significant public information campaign.
- From mid-December through February 6, 2020, Deputies issued over 4,000 “Red Warnings” throughout the City.
- Deputies reported significant compliance in most areas although there were some recalcitrant individuals who continued to ignore the informational warnings.
- Beginning February 2020, Deputies began issuing electronic warnings.

Update on Parking Enforcement

- During 2020, approximately 3,000 electronic warnings were issued. Approximately 300 tickets were issued mostly to repeat offenders – people who had received electronic warnings and refused to comply.
- Warnings were issued in most cases during COVID 19 – limited citations issued to egregious violators or repeat offenders.
- Returned to full enforcement in March of 2021.
- In the past year approximately 11,000 tickets have been issued. Approximately 6,000 have been paid, 3,600 are overdue.

Complaints

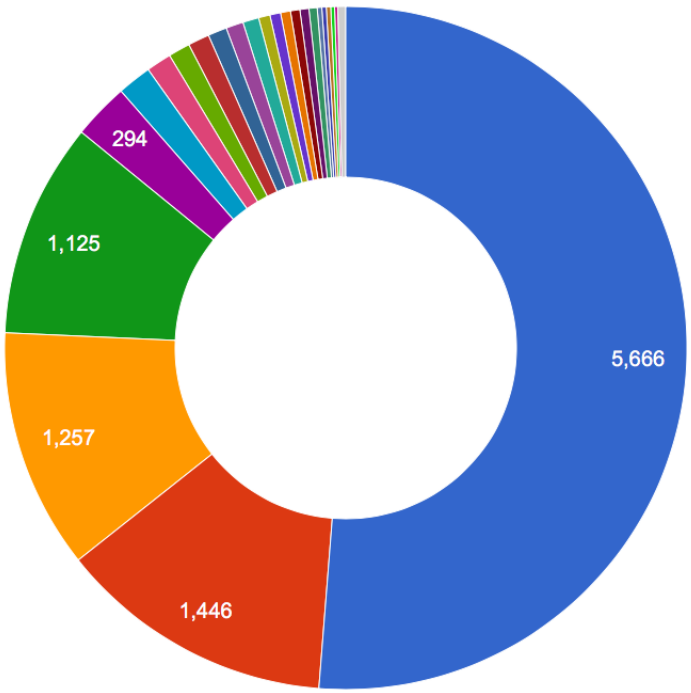
- Many of our parking enforcement efforts are complaint driven.
- Since the beginning of the fiscal year, we have responded to and completed nearly 3,000 parking complaints.
- These complaints are primarily handled by our parking marshals representing only 2 FT positions.
- Parking Supervisor also handles complaints and has impounded about 100 vehicles
  - Most abandoned in the neighborhoods
  - Several for unpaid tickets.

Primary Parking Problems

- Deputy observations of parking issues:
  - Vehicles parked blocking sidewalks
  - Vehicles in no parking zones
  - Vehicles parked across the sidewalk
  - Vehicles facing the wrong direction near curves and intersections
  - Vehicles parked on unimproved surfaces
  - Oversized vehicles, trailers and similar vehicles parked on streets in residential neighborhoods
  - Vehicles parked over 48 hours

Violation Types last 365 days

Garland City Marshals Office - Tickets By Violation (Last 365 Days)



- 33.55(A)(2)PARKED ON SIDEWALK
- 33.55(A) (12) NO PARKING (SIGN)
- 32.56(B)(1) UNIMPROVED SURFACE
- 32.57(C)(2)OVERSIZED VEHICLE ON RES ST
- 33.55(A) (7) BLOCKING FIRE HYDRANT
- 33.52(B)NO PARKING SCHL DY
- 33.55(A) (11) FIRE ZONE
- 32.57(C)(4)(a)OVERSIZED VEHICLE ON PVT PROP
- 33.43(A) NO PARKING
- Parked w/in 30 FT traffic control device
- 33.51(A)(2)TWO HOUR PARKING SCHL DYS
- 32.57(B)(2) OVERSIZED VEHICLE/NON-RES
- 33.41(2)REPAIR ON ROAD
- 33.55(A) (13) >102" FROM CURB
- 33.55(A) (16)UNATTENDED VEHICLE >48
- 33.55(A) (9) >30 FEET OF TRAFFIC CNTL
- 33.52(I)NO PARKING SCHL DY
- 33.41(1)DISPLAY OF VEHICLE FOR SALE
- 33.55(A) (10) BLOCKING ALLEY

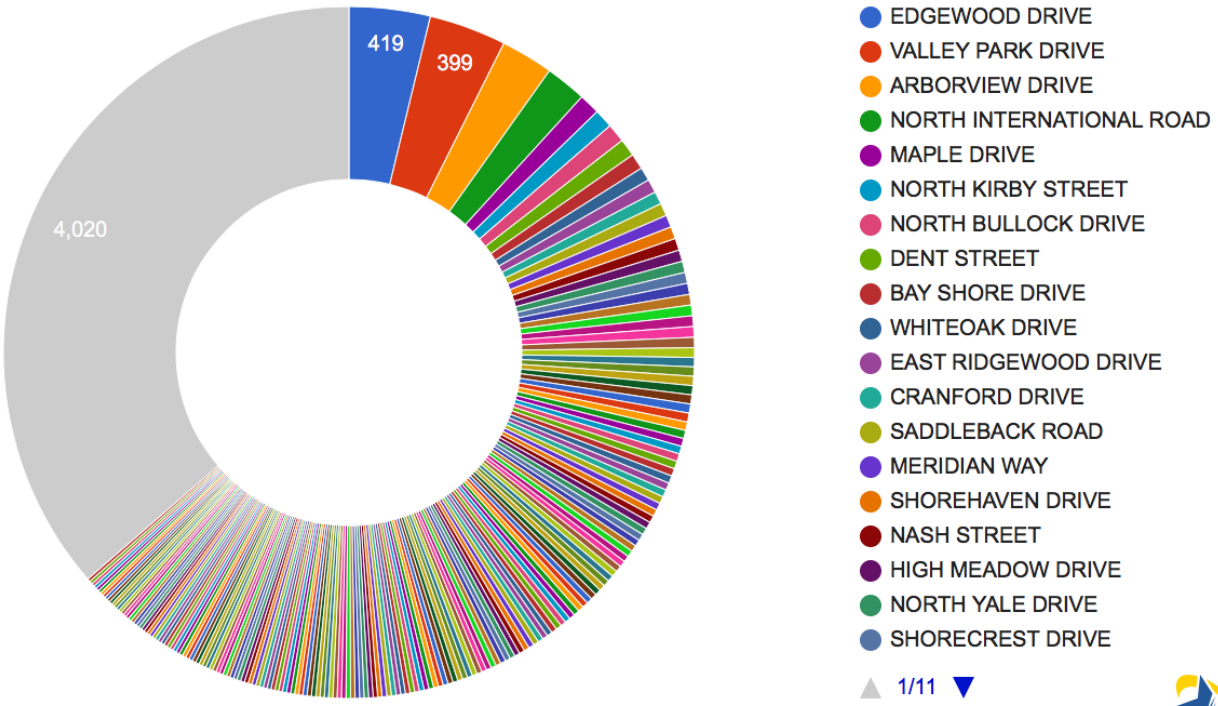
▲ 1/2 ▼

UPsafety® UNITED PUBLIC SAFETY

Data as of 7/14/2021, 12:00:00 AM

Violation by Location last 365 days

Garland City Marshals Office - Tickets By Location (Last 365 Days)



Data as of 7/14/2021, 12:00:00 AM

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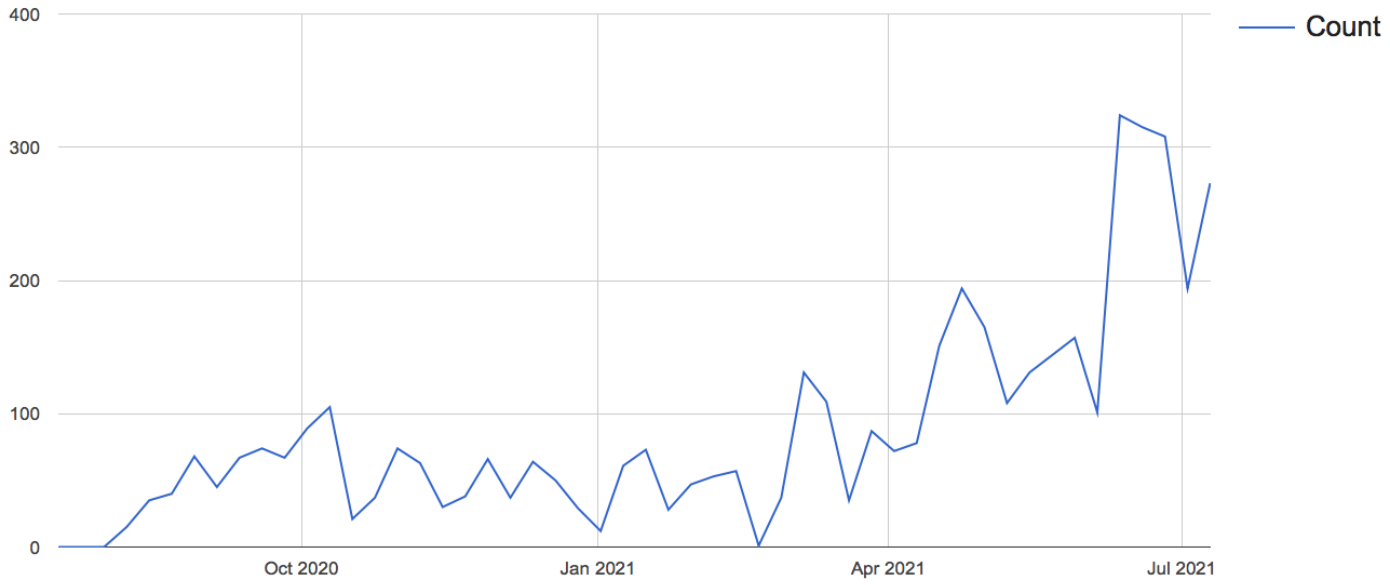
UNITED PUBLIC SAFETY

Tickets over the past 365 days

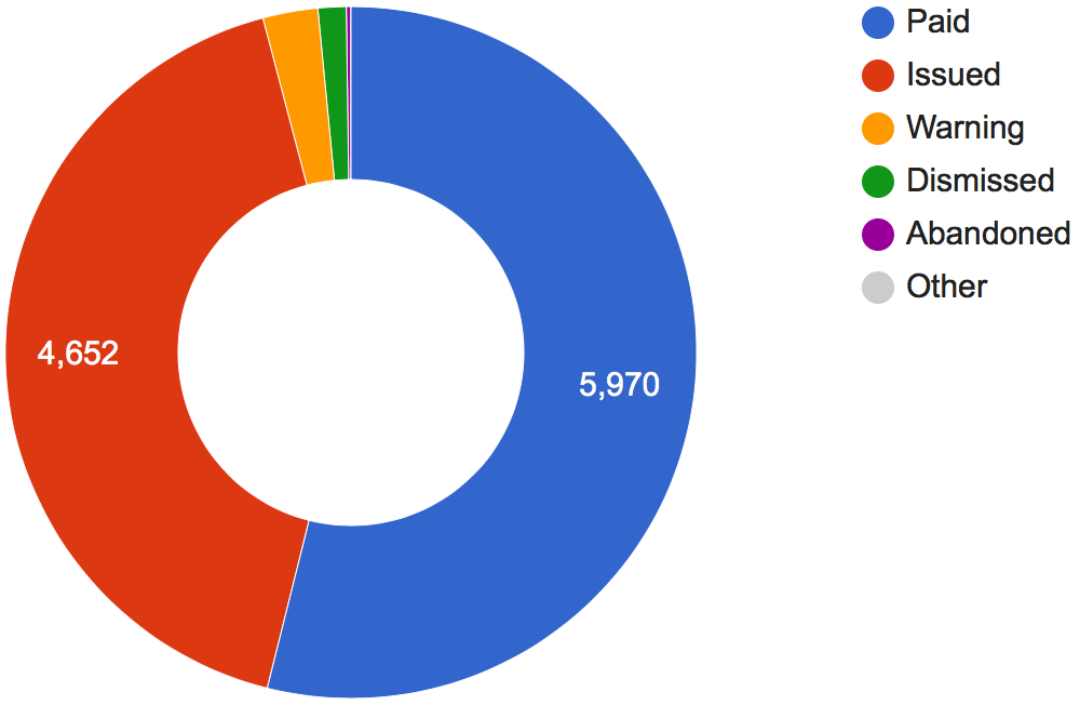
Garland City Marshals Office - Ticket Count (for Status Issued) (Last 365 Days)



Data as of 7/14/2021, 1:13:00 PM

Tickets issued and paid last 365 days

Garland City Marshals Office - Tickets By Status (Last 365 Days)



Data as of 7/14/2021, 12:00:00 AM

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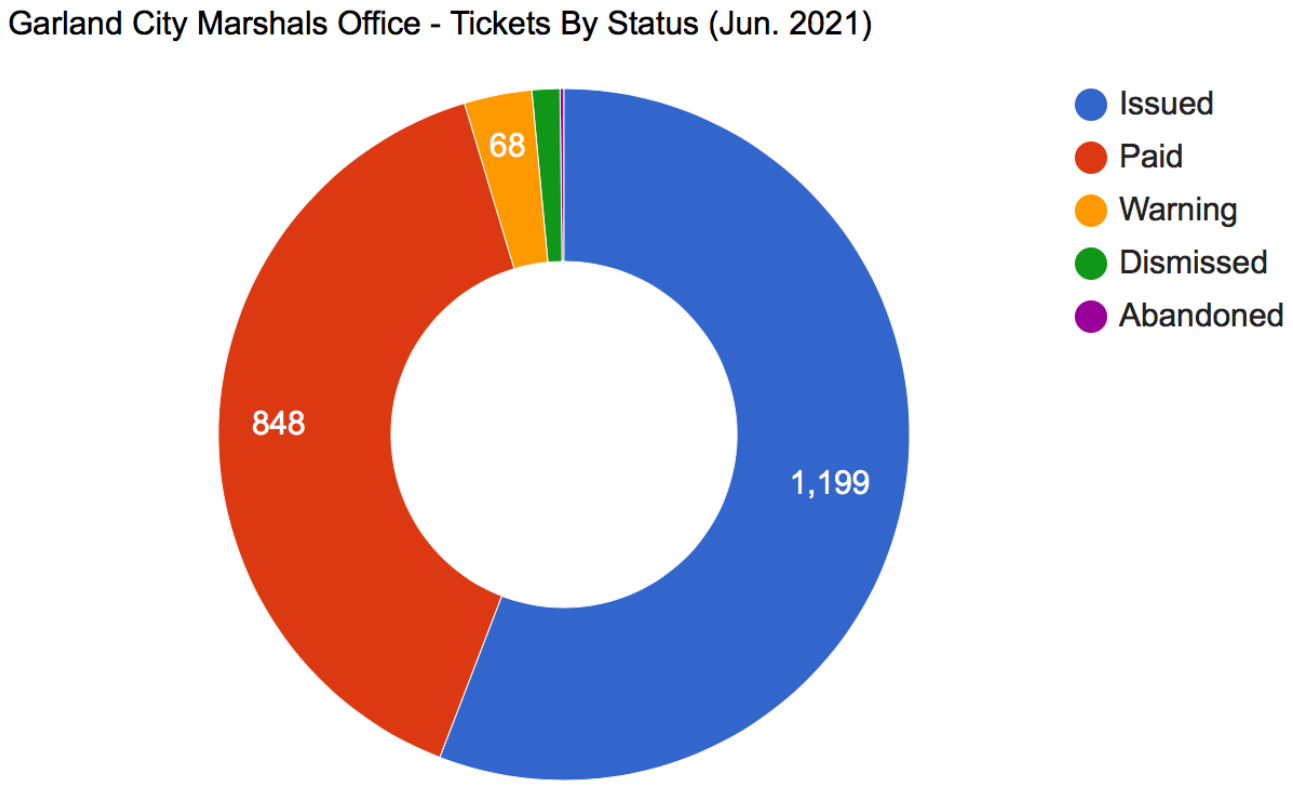
Tickets June 2021



Data as of 7/14/2021, 12:00:00 AM

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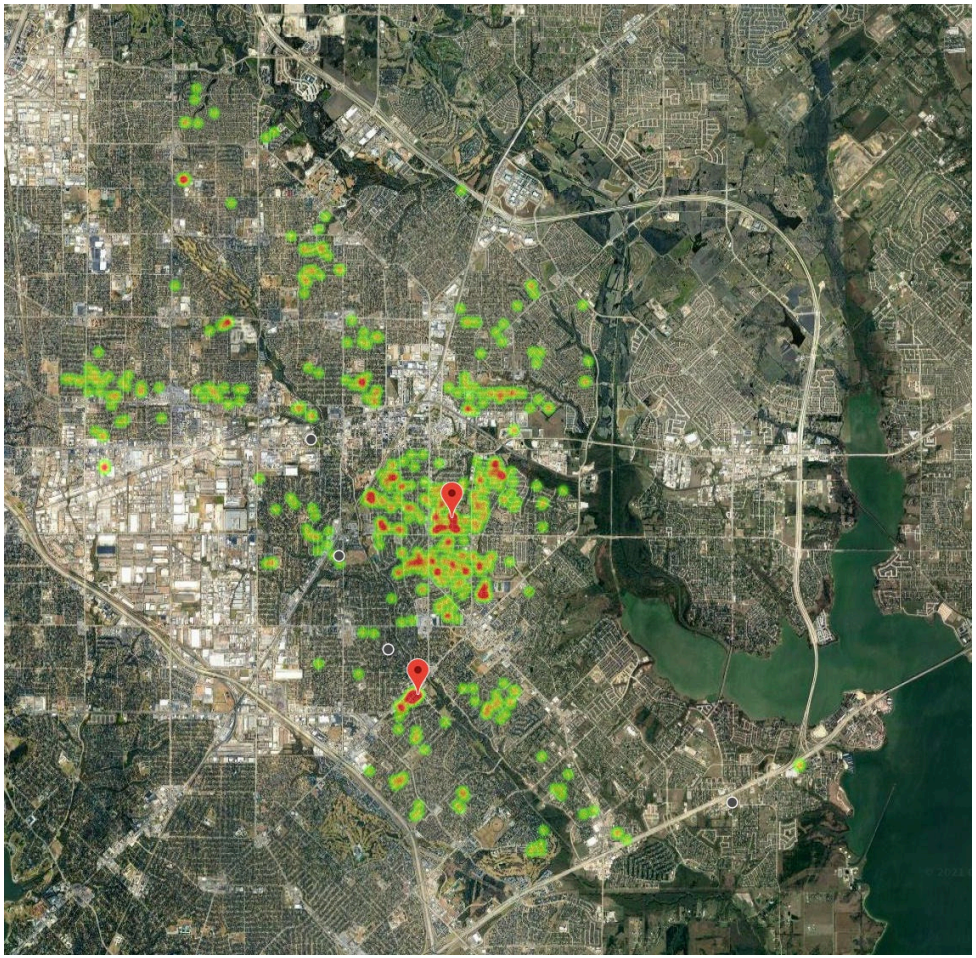
Typical one week period



Proposed Parking Ordinance Amendment

- Public Safety Committee has recommended that we amend the parking ordinance to make it non-applicable to certain violations in construction areas.
- Deputies have been directed by policy not to write tickets for parking on the sidewalk or parking on an unimproved surface where parking has been necessitated by construction.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. f.**

Meeting Date: July 19, 2021

Item Title: Audit Committee Meeting Report

Submitted By: Jed Johnson, Internal Auditor

Summary of Request/Problem

Rich Aubin, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- Police School Resource Officer (SRO) Program Audit
- Fuel Card Program Management Audit

Recommendation/Action Requested and Justification

Council discussion.

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:
Mayor Scott LeMay

- Eric Duggan - Garland Youth Council
- Jotham Simon - Garland Youth Council

Attachments

Eric Duggan - Garland Youth Council
Jotham Simon - Garland Youth Council

Application 2021-2022

Name: Eric Duggan

Address: 5510 Sawgrass Court

City Council District: District 1 Home Phone: [redacted]

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11th School: Sachse High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

1. What activities/organizations do you currently participate in?

I am ending my sophomore year at Sachse High School and have served as a Class Officer the past 2 years. I also am on the Varsity Golf team. Outside of school I am an Eagle Scout and member of Troop 1199 and volunteer at my church as an alter server each month.

2. How did you hear about the Garland Youth Council?

One of my older sisters participated in it when she was in high school. Even though that was some years back, I remember her talking about it and it really interested her to be involved in city ideas and feel like she was a voice of her fellow friends and students.

3. Why do you want to serve on the Garland Youth Council?

I have always had an interest, even as a little kid, in the 'behind the scenes' of how things run. Whether it's a store, a school, the city, or even the country, I've had a desire to learn the inner workings. Many people in my family have been in service in some way and it's always fascinated me. I feel like I would be able to contribute ideas and service to the council all the while showing that I do want to represent thoughts from fellow teenagers. When I think about the fact our town is made up of 7 high schools. That means there's a lot of teenagers in our city. And I feel like it's important for us as teens to feel like this isn't just our parents town, but ours too. To feel connected so even when we go off to school, we have that sense of home and will return one day to help make Garland the best it can be.

4. What are some challenges you feel Garland youth face in our community?

As I said above, 7 high schools are a lot. And with that number of schools, I feel like the 'small town' togetherness can be lost. I feel like we have such a diverse population but that we don't really know how to share our thoughts/concerns/input/feelings. We know who the leaders are in school, we know when we have a problem we can go to our parents or teachers....but school isn't where things end. There is an entire community outside our high school walls and I feel like one of the problems is not realizing that. Not realizing we are all part of a bigger picture.

5. What do you see as positives for living in Garland?

As a 16 year old, I feel one of the biggest positives are the schools. I have signed up to be at the GRCTC next year and am excited about the programs they offer. I like how there's a variety of interests spread throughout the community so someone can find their 'place'. For the actual city itself, I love the small town feel of downtown Garland and then you can travel 15 more minutes in any direction and there's a whole other vibe. So whether you want to bowl at Strike and Reel or have the best burger at Don Burger, or play golf (my favorite) at Firewheel, there's so much variety in our hometown.

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- Attend regular meetings and assigned committee meetings.
- Contribute ideas and energy to GYC meetings and activities.
- Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.
- Actively participate in GYC events and activities.
- Check emails regularly and promptly reply or acknowledge receipt.
- Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Eric Duggan Date June 4th

Parent/Guardian Signature C. Duggan

3 June 2021

Dear Garland Youth Council Selection Committee

It with great pleasure and heartfelt honor that enthusiastically recommend Eric Duggan for inclusion in this important leadership program. Having successfully nominated students in past years for this honor, I know firsthand the challenges and incredible opportunities the program poses to up-and-coming teenage leaders. I have known this superstar student for over 2 years after having served as his Freshman Pre-AP (Honors) English 1 teacher. Since that time, I have had the great fortune to serve as one of his most trusted academic advisors, which has allowed me to see him blossom even more. I want to ensure I have established an appropriately firm foundation for the remainder of this recommendation letter—we are talking about an *exceptional* young man.

Eric remains one of the brightest examples of student growth and success I have had come through my SpringBoard-based Pre-AP English program. This is now my 6th year teaching the program, and I have the distinct honor of serving on the SpringBoard National Faculty. I am intimately aware of the opportunities to differentiate this particular curriculum to unleash the academic power of truly gifted students. Eric's performance-based deliverables were nothing short of jaw-dropping. One of many examples of his stellar achievements occurred during our in-depth review of how film directors use a wide array of cinematic techniques to manipulate desired effects in audiences. As a teacher who emphasizes experiential and kinesthetic learning, I challenged the students to master the craft of using camera angles, lighting and sound to create effect. Afterwards, we immersed into a multi-film analysis of Tim Burton movies. In all of our hands-on activities that concluded with a College Board-championed style analysis essay, Eric demonstrated incredible depth and innovation, earning a well-deserved "A" on the assignment. In addition to this event, he excelled at poetry writing and analysis, and he shined throughout our journey into Shakespeare's "Romeo & Juliet." Equally important, he was a sensational student mentor to his classmates, as he routinely demonstrated courteous and helpful assistance to other students during our small group activities. Simply put--he's amazing!

Aside from classroom excellence, Eric is a phenomenal campus ambassador and student leader. Highly respected, he was elected by his peers to be a Class Officer for both years of high school. In this capacity, Eric earned rave reviews for his trustworthiness and loyalty in support of Sachse High School's mission and code of ethics. He maintained a highly visible presence by leading Freshman Class efforts during fund-raising and morale-boosting events. Not surprisingly, he was also chosen by his peers as the Freshman Class Homecoming Prince, and he was nominated again this year. If that weren't enough, he attained the rank of Eagle Scout this year after completing a magazine-quality garden design project for Garland ISD's Abbett Elementary School. He is the total all-around package of leadership and excellence.

Eric is, unquestionably, destined for greatness, and I look forward to hearing about the phenomenal things he will do in support of the Garland Youth Council. Please don't hesitate to contact me if you have any questions.

//Signed, John R. Murray//

JOHN R. MURRAY
Honors English Teacher, Sachse High School
SpringBoard National Faculty Member
& 2018 National Teacher of Distinction

Tom Hilbun
810 Clack Drive
Garland, Texas 75044
[illegible]
214-500-9931

June 4, 2021

Dear Garland Youth Council:

I am proud to recommend Eric Duggan as a member of the Garland Youth Council.

I have known Eric for several years as his scoutmaster in Boy Scout Troop 1199. The objective of Scouting is to develop character, leadership, citizenship, and personal fitness in its members. As an Eagle Scout, Eric is the very model of a young person who has met these objectives. I had the pleasure of watching Eric learn and grow; developing his leadership skills along the way. Good leadership is not just by virtue of the appointed or elected position, but through the quiet example of character – encouraging others and helping everybody be better. This is the leadership that Eric exudes. As a specific example, even though Eric was not the crew leader for our trek to Philmont, Eric showed this type of "leadership by example" under difficult circumstance in the mountains of New Mexico, ensuring the safety and success of his crew.

Through his many activities and service projects both in and out of Scouting, Eric has shown his commitment to his church, his family, his school, his athletics teams, and his community. I highly recommend Eric as the type of leader you want on the Garland Youth Council.

Tom Hilbun
Former Scoutmaster, Troop 1199

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

Applications are reviewed and GYC members are appointed by the members of City Council in July. All applicants are notified by email and mail prior to the Aug. 7th retreat.

For more information, visit GarlandTX.gov or the Garland Youth Council Facebook page.

Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business and allows youth to be a voice to address their particular ideas and concerns.

Purpose

- To serve as a vehicle between City Council and Garland youth throughout the city.
- To promote and educate participants to the local political process.
- To assist the Mayor and Council in scheduling meetings which address youth concerns.
- To assure youth adherence to the criteria for membership in the Youth Council.
- To serve as ambassadors and messengers for the City of Garland.

To apply for an appointed position on the Garland Youth Council, please complete the following steps and return the completed application packet:

- ✓ Complete form and answer questions on page 3.
- ✓ Submit two letters of recommendation.
- ✓ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records).
- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application Questions and Information 2021-2022

General Information

Name: Jotham B. Simon
Address: 4117 Claridge Terrace, Garland TX, 75043
City Council District: District 3
Home Phone: [redacted]
Cell Phone: [redacted]
Parent Phone: [redacted]
Email: [redacted]
Parent Email: [redacted]
Grade Level (2020-2021): 11th Grade
School: North Garland High School

Applications Questions

1. **What activities/organizations do you currently participate in?**
   I am involved in a plethora of organizations and activities both in and outside of school. I am an active member of: The Student Council, The Global Youth Leadership Network, The Principal's Advisory Council, The DREAMS Organization, The National Honor Society, Beta Club, and HOSA. I also hold several leadership positions as well, for example, I am the incoming Senior Secretary of the Beta Club and Treasurer of the National Honor Society.

2. **How did you hear about the Garland Youth Council?**
   I learned about the Garland Youth Council through a former educator at my High School, Ms. Audrey Smallwood.

3. **Why do you want to serve on the Garland Youth Council?**
   Winston Churchill once said, "We make a living by what we get, but we make a life by what we give." Many before me have ventured upon this ideal in zealously serving their community, and in fact, I believe the Garland Youth Council will be a facet for me to do just that. Youths are the next generation of leaders in society and I want to represent such a powerful group of individuals. I enjoying spending my time for the amelioration of the community, and furthermore, I believe serving others is one of my most important responsibilities as a human being.

4. **What are some challenges that the Garland Youth face?**
   Youths in our contemporary society struggle with a vast array of issues from cyberbullying to a lack of social connections. However, one of the fundamental challenges of youngsters today is materialism. In a world that is driven by the forces of

marketing and product promotions, youths are often the victims of appealing advertising, and this is the foundational element of many other issues youths face. Youths often are compelled to buy so many material possessions, but it only brings temporary joy and fails to establish steadfast happiness in one's life. Youths are often driven to believe that material means are a path to joy.

5. **What do you see as positives for you living in Garland?**
   I enjoy all of the amenities of living in this beautiful suburb! There are so many splendid parks, recreation centers, libraries, and schools. I admire the infrastructure of our city and its beauty; our outdoors are well maintained and clean. Furthermore, the cultural diversity in the City of Garland is quite intriguing. Finally, the strong leadership of this city is without a doubt a commendable fact as well.

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature _____ Date 05/29/21

Parent/Guardian Signature _____

Letters of Recommendation

International DREAMS Organization Founder: Rev. Dr. Lijo Thomas

North Garland High School Principal: Mr. Michael Arreola

DREAMS©

Desire, **R**eadiness, **E**mpowerment, **A**ction, **M**astery for **S**uccess

An International Platform for Empowering Youth

To Whom It May Concern: May 19, 2021

It is with great pleasure and enthusiasm that I write this letter on behalf of Jotham B. Simon. I have had the fortunate opportunity to get to know Jotham over the last couple of years as he volunteered his time to help with the Let Us Dream: DREAMS project. The DREAMS (Desire, Readiness, Empowerment, Action, and Mastery for Success) program is a community-university collaborated voluntary project, designed to lead underserved middle school students toward academic success, professional excellence, and ultimately success in their lives.

Jotham has played a significant leadership role in the DREAMS program in Garland, Dallas Texas. He spent a lot of time planning, organizing, and implementing activities for the students. He served as a mentor/counselor to the youth and served as a mediator between adult mentors and teenage participants. Jotham's enthusiastic personality is highly contagious! As a positive role model, he was able to lead other teenagers to serve as youth mentors. Not only did Jotham lead the teenage mentors, but he also brought them into the program leadership. Jotham's "larger than life" personality and one-hundred percent commitment to what he has been involved with bring out the best in those around him.

Jotham is a natural-born leader with an uncanny work ethic. He is willing to help in any capacity and brings his creativity to improve the program each year. I was so impressed to see that in a special way during the pandemic situation. While all other DREAMS chapters in the USA decided to stop the summer camp because of COVID-19, Jotham and his team in Garland Dallas decided to proceed with virtual camps. This virtual DREAMS camp has evolved as a great model and being replicated in some other locations as well. His ability to adapt to any new and challenging situations, find time for growth initiatives, celebrate diverse culture and have an inclusive approach are always an inspiration and eye-opening experience for me. As a key-note speaker, he powerfully influenced and improved the lives of our youth. I always enjoyed working with him because of his very respectful attitude, cordial approach and very professional and meticulous way of getting things done. Jotham became one of the pivotal founding members of the Global Youth Leadership Network (GYLN) which was established to promote young, authentic and transformational leaders globally. This show his entrepreneurial leadership ability to push himself despite the odds and his ability to create more and more leaders around him is a unique trait of his personality along with his inner compassion and resilience. I am sure that his qualities I have witnessed through my experience with him and his solution focused mind-set would make him an ideal candidate for the Garland Youth Council.

If you need any further information, please contact me.

With kindest regards,

Rev. Dr. Lijo Thomas CMI, Ed.D.
Ast. Professor, Psychology || Director: Office of International Affairs ||Student Welfare Office||Christ University
Founder/Director: Let Us Dream, Inc. (USA & India)

Address: Central Campus,
Christ University, Bangalore, 560029
Phone: +91 951 377 0270

Email:director@letusdream.org
Web: http://letusdream.org/

North Garland High School
2109 Buckingham Road • Garland, TX 75042

City of Garland City Council,

As the principal of North Garland High School, I have the privilege of working with many amazing young men and women. One who stands out above the rest is Jotham Simon. Jotham has served on the Principal's Advisory Council (PAC) for the last two years that I have been principal on this campus. During that time I have seen his servant leadership in full display. He has worked with his peers to develop activities and programs to address the needs of all students here. In addition to PAC, Jotham participates in Student Council, National Honor Society, Beta Club, HOSA, NG Strong, and is one of our College, Career, and Military Readiness Ambassadors. Outside of North Garland, Jotham is involved in a number of organizations that serve the community. He does all of this while maintaining a 3.9 grade point average in our rigorous Math, Science, Technology Magnet program.

Jotham is the ideal candidate for your organization because he thinks of others first at all times. His faith and dedication to making our community a better place for all students is second to none. Jotham is revered by his peers and teachers. It is my honor to recommend Jotham Simon to be a member of the City of Garland Youth Council. If you have any questions, please feel free to contact me by email or phone.

Thank you,

Michael Arreola
Principal
North Garland High School
marreola@garlandisd.net
(972) 750-9670

Home of the Mighty Raiders!

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

---

Summary:
Council Member Jeff Bass

- Ariella Colunga - Garland Youth Council
- Serene Haroon - Garland Youth Council

Attachments

Ariella Colunga - Garland Youth Council
Serene Haroon - Garland Youth Council

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

Applications are reviewed and GYC members are appointed by the members of City Council in July. All applicants are notified by email and mail prior to the Aug. 7th retreat.

For more information, visit GarlandTX.gov or the Garland Youth Council Facebook page.

Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business and allows youth to be a voice to address their particular ideas and concerns.

Purpose

- To serve as a vehicle between City Council and Garland youth throughout the city.
- To promote and educate participants to the local political process.
- To assist the Mayor and Council in scheduling meetings which address youth concerns.
- To assure youth adherence to the criteria for membership in the Youth Council.
- To serve as ambassadors and messengers for the City of Garland.

To apply for an appointed position on the Garland Youth Council, please complete the following steps and return the completed application packet:

- ✓ Complete form and answer questions on page 3.
- ✓ Submit two letters of recommendation.
- ✓ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records).
- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: Ariella Colunga

Address: 2622 Covington Dr.

City Council District: 2 Home Phone: _____

Cell Phone [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11 School: Naaman Forest High School

---

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

Appointee Agreement
2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature_____ Date 06/03/2021

Parent/Guardian Signature_____

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings
Fourth Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

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Garland Youth Council

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- ✓ Submit two letters of recommendation.
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- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: Serene Haroun

Address: 2306 Farrington Dr. Garland Tx 75044

City Council District: 1 Home Phone: [redacted]

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 12 School: Garland High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
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9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
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City Hall, 200 N. Fifth St.

Appointee Agreement 2021-2022

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- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature_____Date_____

Parent/Guardian Signature_____

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

---

Summary:
Council Member Deborah Morris

- Marione Ogboi - Garland Youth Council
- Medina Yasin - Garland Youth Council

Attachments

Marione Ogboi
Medina Yasin - Garland Youth Council

Application 2021-2022

Name: Marione Ogboi

Address: 2225 Hollow Way , Garland TX

City Council District: District 2 Home Phone: [redacted]

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 12th School: North Garland High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

Appointee Agreement 2021-2022

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- **Attend regular meetings and assigned committee meetings.**
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- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Marione G. Date 6/3/21

Parent/Guardian Signature Loveth Ogboi

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

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Garland Youth Council

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❖ To serve as a vehicle between City Council and Garland youth throughout the city.
❖ To promote and educate participants to the local political process. ❖ To assist the Mayor and Council in scheduling meetings which address youth concerns.
❖ To assure youth adherence to the criteria for membership in the Youth Council.
❖ To serve as ambassadors and messengers for the City of Garland.

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✔ Submit two letters of recommendation.
✔ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records). ✔ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: Medina Yasin

Address: 236 southwood dr. City Council District: district 2

Home Phone: [redacted] Cell Phone: [redacted]

Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted] or [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11th grade School: North Garland High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

Appointee Agreement 2021-2022

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- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Date: April 1st, 2021

Signature: Medina Yasin

Parent/Guardian Signature : Jemila Mohammedaman

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings
Fourth Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

---

Summary:

Council Member Ed Moore

- Wesley Johnson - Board of Adjustment
- Justina James - Community Multicultural Commission
- Rueben Lael Griffin - Cultural Arts Commission
- Robert Bruns - Environmental Community Advisory Board
- Lisa Araiza - Library Board
- Jerry Carter - Parks & Recreation Board
- Stephanie Paris - Plan Commission
- Vicki Wohlander - Property Standards Board
- Forrest Oliver - Senior Citizens Advisory Board
- Joffrun Alexander - Tax Increment Finance #1 Downtown Board
- Lisa Roark - Tax Increment Finance #2 South Board
- David Perry - Tax Increment Finance #3 Board
- Calvin Nichols - Unified Building Standards
- Leah Tharakan - Garland Youth Council
- Anne-Marie Schlueter - Garland Youth Council

Attachments

Wesley Johnson - BOA
Justina James - CMC
Rueben Griffin - Cultural Arts
Robert Bruns - Environmental
Lisa Araiza - Library
Jerry Carter - Parks
Stephanie Paris - Plan
Vicki Wohlander - Property Standards
Forrest Oliver - Senior Citizens Advisory
Joffrin Alexander - TIF 1
Lisa Roark - TIF 2

David Perry - TIF3
Calvin Nichols - Unified Bldg.
Leah Tharakan - Garland Youth Council
Anne-Marie Schlueter - Garland Youth Council

CITY OF GARLAND
RECEIVED
MAY 25 2021
CITY SECRETARY

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 24 May 2021

Name: Wesley Johnson Phone: [redacted]

Address: 3007 Bluffview Drive Phone: [redacted]

City, State, Zip: Garland, TX 75043 Email: [redacted]

Resident of Garland for 28 years Resident of Texas for 41 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

On Board of Adjustment for past two years.

If you have previously served on a City Board or Commission, please specify and list dates of service.

See above.

List civic or community endeavors with which you have been involved.

Downtown TIF, Chamber Leadership Garland

What is your educational background?

J.D., B.A., A.A.

What is your occupational experience?

Lawyer since 1983

I hereby affirm that all statements herein are true and correct. Wesley Johnson

Board or Commission of first, second and third choice:

1 Board of Adjustment
___ Building and Fire Codes Board
4 Citizens Environmental and Neighborhood Advisory Committee
2 Civil Service Commission
3 Community Multicultural Commission
___ Electrical Board
7 Garland Cultural Arts Commission
___ Garland Youth Council **
___ Property Standards Board
6 Library Board
5 Parks and Recreation Board
2 Plan Commission *
___ Plumbing and Mechanical Codes Board
___ Senior Citizens Advisory Committee

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover 5.25.21

Revised 05/2021

GARLAND

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Wesley Johnson

   Title: Board of Adjustment
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Dannette

   Minor Children or Dependents: Zero

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

CITY OF GARLAND
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JUL 12 2021
CITY SECRETARY

GARLAND
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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 07/12/2021

Name: Justina James Phone [redacted]

Address: 2613 Claymore Ave. Phone [redacted]

City, State, Zip: Garland, TX 75043 Email [redacted]

Resident of Garland for 10 years Resident of Texas for 27 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I am a Licensed Master of Social work with experience and a passion about diversity and education. I am a strong believer in the importance of community and how when a community comes together, greater things can be accomplished.

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

List civic or community endeavors with which you have been involved.

I have had the privilege of volunteering at Genesis Women's Shelter, habitat for Humanity, Talitha Koum (a preschool for children in section 8 housing), Bethel Missions, and Mother's Prayer Fellowship Internatioanl. I am the Creative Director of Commission Church and Living Stones School of Worship.

What is your educational background?

I have a Bachelors of Arts in Religion (concentrating in Pastoral Studies) with a minor in Social Justice and Poverty Studies. I also have a Licensed Master of Social work (Concentrating in Children and Families).

What is your occupational experience?

I've been able to work with CPS as a conservatorship worker, a Communities In School site coordinator, a social work intern for Center for Addication and Recovery Studies (teaching community centers across DFW about the affects of drugs and alcohol), as well as an intern at Plano ISD as a school social worker. I have been able to work in Garland ISD as a substitute teacher and hope to work for my community in the years to come.

I hereby affirm that all statements herein are true and correct. Justina James

Board or Commission of first, second and third choice:

___ Board of Adjustment	3 Garland Cultural Arts Commission	___ Parks and Recreation Board
2 Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
1 Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application***

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___

Utility Account Status Current ✓ Past Due ___ Appointed By ___

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___

Clerk Signature & Date Courtney Vanover 7-14-21 Disclosure Form Filed ___

Revised 05/2021

Received 7/14/2021
City Secretary's Office

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: _____

Name: _____ Phone: [redacted] _____
(Home)

Address: _____ Phone: _____
(Other

City, State, Zip: _____ Email: [redacted] _____

Resident of Garland for _____ years Resident of Texas for _____ years [redacted]

Dallas County Voter Registration Number [redacted] Garland City Council District Number____

Have you ever been convicted of a felony? _____Yes _____No

Have you ever been convicted of a Class A misdemeanor? _____Yes _____No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

What is your educational background?

What is your occupational experience?

I hereby affirm that all statements herein are true and correct. _____ *Signature of Applicant*

Board or Commission of first, second and third choice:

____ Board of Adjustment	____ Garland Cultural Arts Commission	____ Parks and Recreation Board
____ Citizens Environmental and Neighborhood Advisory Committee	____ Garland Youth Council **	____ Plan Commission *
____ Civil Service Commission	____ Library Board	____ Senior Citizens Advisory Committee
____ Community Multicultural Commission	____ Property Standards Board	____ Unified Building Standards Commission

***** Garland Youth Council has a separate application***

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current __x_	Past Due ____	Date Appointed _____
Utility Account Status	Current __x_	Past Due ____	Appointed By _____
CSO Suit/Claim Filed	Yes ____	No __x_	Date Notified _____
Clerk Signature & Date	Courtney Vanover 7/15/2021		Disclosure Form Filed _____

Revised 05/2021

GARLAND

TEXAS MADE HERE

Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: _____

   Title: _____
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: _____

   Minor Children or Dependents: _____
   _____
   _____
   _____

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

GARLAND

TEXAS MADE HERE

CITY OF GARLAND RECEIVED JUL 12 2021 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: July 8 2021

Name: Robert Bruns Phone [redacted] (Home)

Address: 1800 Country CLub Circle Phone [redacted] (Other

City, State, Zip: Garland, TX 75043 Email [redacted]

Resident of Garland for 25 years Resident of Texas for 25 years

Dallas County Voter Registration Number [redacted] and City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Operating a businesss in and around Galrand for 25 years

If you have previously served on a City Board or Commission, please specify and list dates of service.

Ecab current Chair started in 2018

List civic or community endeavors with which you have been involved.

Board Member Keep Garland Beautiful current

What is your educational background?

Some college

What is your occupational experience?

The last 22 years operating a electronics recycling company

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

3 Board of Adjustment
___ Building and Fire Codes Board
1 Citizens Environmental and Neighborhood Advisory Committee
___ Civil Service Commission
___ Community Multicultural Commission
___ Electrical Board
___ Garland Cultural Arts Commission
___ Garland Youth Council **
___ Property Standards Board
___ Library Board
___ Parks and Recreation Board
2 Plan Commission *
___ Plumbing and Mechanical Codes Board
___ Senior Citizens Advisory Committee

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

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200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover 7.12.21

Revised 05/2021

GARLAND

TEXAS MADE HERE

Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Bob Bruns

   Title: Chair Ecab

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Diane Bersterman Bruns

   Minor Children or Dependents: Erecycler LLC 11067 Petal St Dallas TX 75238
   Big D Kettle Corn 1800 Country Club Cir Garland 75043

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

   1800 Country Club Cir Garland TX 75043
   First Refusal 527 + 529 Sheppard Garland 75042

Return completed Disclosure Form to:

City Secretary - City of Garland

P.O. Box 469002

Garland, TX 75046-9002

CITY OF GARLAND
RECEIVED
JUL 14 2021
CITY SECRETARY

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 07/14/2021

Name: Lisa Araiza Phone:

Address: 1614 Caddys Circle Phone [redacted] (Home)

City, State, Zip: Garland, TX 75043 Email: [redacted] Other

Resident of Garland for 15 years Resident of Texas for 51 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

As a parent I have reared 3 avid book readers all of which used the City of Garland library system extensively. When my children were in elementary grades I volunteered to help with the annual book fair.

If you have previously served on a City Board or Commission, please specify and list dates of service.

City Multi-Cultural Commission Fall 2020 - current

List civic or community endeavors with which you have been involved.

Events at Lavon Drive Baptist Church which include the following: vacation Bible school, junior cap, fall festival, Garland PeeWee Football

What is your educational background?

High school diploma and some college

What is your occupational experience?

Served 4 years as a business office manager at Presbyterian Hospital of Dallas; currently serving as the Training Manager at Senior Helpers located in downtown Garland

I hereby affirm that all statements herein are true and correct. _____ Signature of Applicant

Board or Commission of first, second and third choice

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed _____

Utility Account Status Current ✓ Past Due ___ Appointed By _____

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified _____

Clerk Signature & Date Courtney Vanover 7-14-21 Disclosure Form Filed _____

Revised 05/2021

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Lisa Araiza

   Title: City Multi-Cultural Commission
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Joe Rivera

   Minor Children or Dependents: Samuel Hiroms
   Levi Hiroms

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: May 11, 2021

Name: Jerry Carter Phone [redacted] (Home)

Address: 2725 Country Valley Road Phone [redacted] (Other

City, State, Zip: Garland, Texas 75043 Email: [redacted]

Resident of Garland for 71 years Resident of Texas for 72 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

See Attached

If you have previously served on a City Board or Commission, please specify and list dates of service.

See Attached

List civic or community endeavors with which you have been involved.

See Attached

What is your educational background?

Associate of Science Electrical Engineering

What is your occupational experience?

49 years building Custom Homes and Remodeling Homes in Garland and the surrounding communities

I hereby affirm that all statements herein are true and correct. Jerry Carter

Board or Commission of first, second, and third choice:

___ Board of Adjustment
___ Citizens Environmental and Neighborhood Advisory Committee
___ Community Multicultural Commission
___ Garland Cultural Arts Commission
___ Garland Youth Council **
___ Property Standards Board
___ Library Board
1 Parks and Recreation Board
2 Plan Commission
___ Senior Citizens Advisory Committee
___ Unified Building Standards Commission

***Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due___
Utility Account Status Current ✓ Past Due___

CSO Suit/Claim Filed Yes ___ No ✓
Clerk Signature & Date [illegible]

Date Appointed _____
Appointed By _____
Date Notified _____

Revised 03/2018

RESUME - M.G. (Jerry) Carter Jr.

Marvin Gerald (Jerry) Carter, Jr.

Education

Graduate of University of Texas (Arlington) – School of Engineering

Experience & Background

Custom Builder since 1972. During this time built approximately 400 homes, several commercial buildings, many commercial remodels and interior lease finish outs, numerous remodeling projects. Also completed several public works projects for the City of Garland (City Hall renovation - 1992, Council Work Session Chambers - 1992, 911 Backup and Emergency Command Center - 1992, Carver Center - 1993)

Community Service

City of Garland - Boards & Committees

- Housing Standard Board - 1977-1979
- Committee to Develop 1st Municipal Energy Code in Nation – 1978
- Building & Fire Codes Advisory & Appeals Board - 1979-1986
  - Chairman 1984-1986 (Brought City of Garland under the Uniform Family of Codes for Building, Fire, Mechanical & Electrical)
- Bond Study Committee – Streets - 1977
- Bond Study Committee – Streets - 1981(Chairman)
- Bond Study Committee – Streets - 1984
- Committee for development new standards for Subdivision Paving & Street Sizing 1981
- Committee for placement of Temporary Directional Signs - 1985
- Swimming Pool Fencing Committee - 1986
- Retaining Wall Design Committee - 1987
- Zoning Ordinance Review Committee - 1989-1990
- Bond Study Committee - Streets 1991 (Chairman)
- Single Family Development Standards Committee – 1993
- Committee to Develop Plan for Implementation of Storm Water Permitting and Enforcement – 2002
- South Area Plan Implementation Committee, 2002-2003
- South Area Plan Implementation Committee Vice-Chairman, 2003- 2006
- Blue Ribbon Committee to Develop Rental Housing Standards, Inspection, & Enforcement – 2006
- Mayor's Development Advisory Committee – 2015
- Bond Study Committee – 2018
- Bond Study PAC - 2019
- Parks and Recreation Board – 2019-2021

Garland Chamber of Commerce

- Member 1976 - 2011
- Garland Image Committee - 1979
- Chamber Accreditation Committee - 1985
- Retail Revitalization Committee - 1985-1989
- Retail Development Committee - 1989-1990

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 7/6/2021

Name: Stephanie Paris Phone [redacted]

Address: 4806 Hopewell Dr. Phone [redacted]

City, State, Zip: Garland, TX 75043 Email [redacted]

Resident of Garland for 30+ years Resident of Texas for 30+ years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

A senior program management strategic leader with strategic vision that drives successful results with diverse experiences that include project management, business process improvement, sales, marketing, and supply chain.

If you have previously served on a City Board or Commission, please specify and list dates of service.

My journey to become more engaged started with the Community Multicultural Commission Board as Vice Chair August 2020.

List civic or community endeavors with which you have been involved.

Dallas County Volunteer Deputy Registrar; Election Poll Worker; North Texas Food Bank Volunteer; Feed the Homeless Volunteer; Active Member of Zeta Phi Beta Sorority, Incorporated; Member Garland Unit NAACP;

What is your educational background?

Master Business Administration (August 2021); Bachelor of Science, Finance; Project Management Professional, PMP certification

What is your occupational experience?

Senior Programming Leader/Project Management

I hereby affirm that all statements herein are true and correct. Stephanie Paris

Board or Commission of first, second and third choice

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Environmental & Community Advisory Board	___ Garland Youth Council **	1 Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
2 Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

** *Garland Youth Council has a separate application*

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Ad Valorem Tax Status	Current ✓	Past Due ___	Date Appointed ___
Utility Account Status	Current ✓	Past Due ___	Appointed By ___
CSO Suit/Claim Filed	Yes ___	No ✓	Date Notified ___
Clerk Signature & Date	Courtney Vanover 7-8-21		Disclosure Form Filed ___

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 5/31/2021

Name: Vicki Wohlander Phone: [redacted] (Home)

Address: 4905 Crawfish Lane Phone: [redacted] (Other

City, State, Zip: Garland, TX 75043 Email: [redacted]

Resident of Garland for 60 years Resident of Texas for 68 years

Dallas County Voter Registration Number [redacted] arland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Long time resident of Garland, previous president of Cypress Cove HOA, and previously served on the District 3 Property Standards Board. And I am very interested in keeping Garland a beautiful place to live and a place that I can feel proud of.

If you have previously served on a City Board or Commission, please specify and list dates of service.

Property Standards Board 2019-2021

List civic or community endeavors with which you have been involved.

Past president of Cypress Cove HOA

What is your educational background?

BBA and BS with speciality in Nursing

What is your occupational experience?

Accounting (years ago) and more recently worked as an RN. I am currently retired.

I hereby affirm that all statements herein are true and correct. V Wohlander

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	✓ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___

Utility Account Status Current ✓ Past Due ___ Appointed By ___

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___

Clerk Signature & Date Courtney Vanover 6-2-21 Disclosure Form Filed ___

Revised 05/2021

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: VICKI WOHLANDER

   Title: PROPERTY STANDARDS BOARD DISTRICT 3

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: NA

   Minor Children or Dependents: NA

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest. Ø

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law. Ø

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year. Ø

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

   4905 CRAWFISH LN 75043

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

V Wohlander

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 6/4/21

Name: Forrest Oliver Phone: [redacted]

Address: 1101 Columbine Dr Phone: [redacted]

City, State, Zip: Garland, TX, 75043 Email: [redacted]

Resident of Garland for 19 years Resident of Texas for 52 years DOB [redacted]

Dallas County Voter Registration Numbe[redacted]land City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

resident senior

If you have previously served on a City Board or Commission, please specify and list dates of service.

None

List civic or community endeavors with which you have been involved.

Neighborhood Lead on Next Door

What is your educational background?

BA - Music Education Secondary
MA - Educational Admin

What is your occupational experience?

Teacher
Administrator

I hereby affirm that all statements herein are true and correct. Forrest Oliver

Board or Commission of first (1st), second (2nd), and third (3rd) choice:

___ Board of Adjustment
___ Community Multicultural Commission
___ Environmental and Community Advisory Board
___ Garland Cultural Arts Commission
___ Garland Youth Council **
___ Library Board
___ Parks and Recreation Board
___ Plan Commission *
___ Property Standard Board
✓ Senior Citizens Advisory Committee
___ TIF Downtown
___ TIF Medical District
___ TIF South
___ Unified Building Standards Commission

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@GarlandTx.gov

*Plan Commission members must live in district

** Garland Youth Council has a separate application

Courtney Vanover 6-10-21

Revised 02/2020

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: 12/14/2019

Name: Joffrin Mathew Alexander Phone [redacted]

Address: 1513 Lakeland Park Dr. Phone [redacted]

City, State, Zip: Garland, TX 75043 Email [redacted]

Resident of Garland for 25 years Resident of Texas for 29 years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Expirience Leading Teams, delivering large groups and different stakeholders through conflict resolution i

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/A

List civic or community endeavors with which you have been involved.

Volunteer at Ronald McDonald House, Volunteer at St. Gregorios Orthodox Church, Assisting and organz

What is your educational background?

BS Management Information Systems; Currently pursuing a Masters Degree of Computer Science at Univ

What is your occupational experience?

Information Security Engineer - Blue Cross Blue Shield Texas

I hereby affirm that all statements herein are true and correct. _____ Signature of Applicant

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Youth Council *	___ Plan Commission
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plumbing and Mechanical Codes Board
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Electrical Board	* *Garland Youth Council has a separate application*	Downtown TIF Board

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12.16.

Ad Valorem Tax Status Current ✓ Past Due ___

Utility Account Status Current ✓ Past Due ___

CSO Suit/Claim Filed Yes ___ No ✓

Clerk Signature & Date

Date Appointed _____

Appointed By _____

Date Notified _____

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: May 2, 2021

Name: Lisa Roark Phone [redacted]

Address: 2313 Tiffany Ct Phone [redacted]

City, State, Zip: Garland, TX 75043 Email: [redacted]

Resident of Garland for 18 years Resident of Texas for 39 years

✓ Dallas County Voter Registration Numbe[redacted]rland City Council District Number 3 ✓

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Environmental & Community Advisory Board. Sustainability Leader of Garland for 2020

If you have previously served on a City Board or Commission, please specify and list dates of service.

Parks & Recreation September 2017-September 2018

List civic or community endeavors with which you have been involved.

Volunteering with the homeless through King's Closet, Firewheel Bible Fellowship, and with the NTFB

What is your educational background?

Culinary school at Dallas College, with degrees in Culinary Arts and Hospitality Management.

What is your occupational experience?

Chef instructor at the Arboretum, market manager and trainer for Turn Compost, and 20+ retail mgmt.

I hereby affirm that all statements herein are true and correct. _____ Signature of Applicant

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Youth Council **	___ Parks and Recreation Board
✓ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plan Commission
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Garland Cultural Arts Commission		___ Unified Building Standards Commission

***Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due___ Date Appointed _____

Utility Account Status Current ✓ Past Due___ Appointed By _____

CSO Suit/Claim Filed Yes___ No ✓ Date Notified _____

Clerk Signature & Date

May 2, 2021

Dear City Secretary,

Attached please find my application for board membership; specifically, for the Environmental Board. The city of Garland awarded me the Sustainability Leadership Award in 2020, and I've created a Sustainable Garland page on Nextdoor to teach neighbors how to reduce waste, reuse items, recycle right, and keep Garland beautiful.

The Environmental Board is the only board I'm interested it, so if an opening isn't available, please keep me on file for the next space in District 3. Thank you so much for your consideration.

Be well,

Lisa Roark

2313 Tiffany Ct.

Garland, TX 75043

[redacted]

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: July 09, 2021

Name: David Perry Phone: [redacted] (Home)

Address: 4010 Wallingford Drive Phone: [redacted] (Other

City, State, Zip: Garland, Texas 75043 Email: [redacted]

Resident of Garland for 24 years Resident of Texas for 57 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Leadership Garland Graduate (Class XVIII); Board Member-Garland's Property Standards Board (Chairman); City of Garland 2018 Bond Study Committee Member; Board Member -Union Gospel Mission; Internal Auditor (20 plus years); DART Bus Operations Department Program Manager (Currently)

If you have previously served on a City Board or Commission, please specify and list dates of service.

7/98 12/08 (South Area Implementation Committee). 8/99-Present (Garland's Property Standards Board); 2018 Bond Study Committee and City of Garland TIF Board #3 (Medical District) 2019-Current.

List civic or community endeavors with which you have been involved.

Leadership Garland Graduate (Class XVIII); Board Member -Union Gospel Mission-Dallas; Deacon- North Dallas Community Bible Fellowship

What is your educational background?

(BS) Accounting

What is your occupational experience?

Internal Auditor (20 plus years); Business/Program Manager (12 years)

I hereby affirm that all statements herein are true and correct. David Perry

Board or Commission of first, second and third choice

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	X TIF Board #3 (Medical District)
___ Community Multicultural Commission	___ Property Standards Board	___ Senior Citizens Advisory Committee
	** *Garland Youth Council has a separate application*	___ Unified Building Standards Commission

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Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___

Utility Account Status Current ✓ Past Due ___ Appointed By ___

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___

Clerk Signature & Date Courtney Vanover 7-9-21 Disclosure Form Filed ___

Revised 05/2021

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: David Perry

   Title: TIF Board #3 (Medical District) - District # 3

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Jacci Sims- Perry

   Minor Children or Dependents: None

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

   Scarf Art, LLC and No one has your back like Jesus (Christian T-Shirts & Gifts)

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 6/2/21

Name: Calvin Nichols Phone: [redacted]

Address: 2401 Northridge Dr. Phone: [redacted]

City, State, Zip: Garland, TX 75043 Email: [redacted]

Resident of Garland for 21 years Resident of Texas for 60 years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

20 yrs as a Fire Inspector and 10 yrs as an Arson/Fire Investigator. Dallas Fire-Rescue. 10 Yrs carpentry instructor at Northlake College.

If you have previously served on a City Board or Commission, please specify and list dates of service.

I have served on the Building/Fire Code board

List civic or community endeavors with which you have been involved.

Good Samaritans of Garland. Pawsabilities (Colony Manger) It's been a while but I used to construct wheelchair ramps for people who could not afford them.

What is your educational background?

I have a BS in Industrial Arts from UNT (1980)

What is your occupational experience?

30 yes with Dallas Fire Rescue (29 yrs as a fire inspector and 10 yrs as an Arson/Fire investigator. 10 yrs at Northlake College teaching Carpentry.

I hereby affirm that all statements herein are true and correct. Calvin T. Nichols

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Electrical Board	___ Parks and Recreation Board
1 Building and Fire Codes Board	___ Garland Cultural Arts Commission	2 Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plumbing and Mechanical Codes Board
___ Civil Service Commission	3 Property Standards Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Library Board	

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover 6-3-21

Revised 05/2021

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

Applications are reviewed and GYC members are appointed by the members of City Council in July. All applicants are notified by email and mail prior to the Aug. 7th retreat.

For more information, visit GarlandTX.gov or the Garland Youth Council Facebook page.

Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business and allows youth to be a voice to address their particular ideas and concerns.

Purpose

- To serve as a vehicle between City Council and Garland youth throughout the city.
- To promote and educate participants to the local political process.
- To assist the Mayor and Council in scheduling meetings which address youth concerns.
- To assure youth adherence to the criteria for membership in the Youth Council.
- To serve as ambassadors and messengers for the City of Garland.

To apply for an appointed position on the Garland Youth Council, please complete the following steps and return the completed application packet:

- ✓ Complete form and answer questions on page 3.
- ✓ Submit two letters of recommendation.
- ✓ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records).
- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: LEAH THARAKAN

Address: 4514 WILLET LANE, GARLAND, TEXAS 75043

City Council District: DISTRICT 3 Home Phone: [redacted]

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 12 School: GARLAND HIGH SCHOOL

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

   I currently participate in the National Honor Society as Secretary, the Spanish National Honor Society as Secretary, the Garland High School tennis team, the Garland High School Honors Orchestra, Garland High School's Mock Trial Team, as a mentor for DREAMS camp, and a donor ambassador for the Red Cross.

2. How did you hear about the Garland Youth Council?

   I initially "heard" about the Garland Youth Council through an internet search, but I've been a member of the organization for about three years now and was interested in continuing my service.

3. Why do you want to serve on the Garland Youth Council?

   I want to serve on the Garland Youth Council so that I can be a voice for the youth in my community and also so that I can work to engender positive change. In recent years, I've received the honor of hosting Teen Town Halls, visiting different cities, learning about different youth councils, and doing service projects, which is something that I'd love to continue to do. Truthfully, the Youth Council has been such a major part of my life, and I could only wish to continue in the program.

4. What are some challenges you feel Garland youth face in our community?

   Some of the challenges that I feel Garland youth face in our community as of recently are mental health struggles. The pandemic has created a very enclosed atmosphere, quite literally, for many youth within Garland, causing many to fall under the thumb of depression, anxiety, and unpleasant thoughts. If granted the opportunity to be inducted into the Garland Youth Council, I would like to work to create initiatives that help Garland youth or youth in general, feel safe, comfortable, and heard when it comes to their emotional shortcomings and hardships.

5. What do you see as positives for you living in Garland?

   Having moved from Rowlett, some positives that I see for living in Garland is that my life is practically here. My friends, family and I spend the weekends on Lake Ray Hubbard, visiting different parks, studying at Rosalind's, playing ping-pong in the Square. Apart from the positive of living here, I find that living in Garland has also granted me the positive of meeting the best people. There's a certain, unexplained comradery between the citizens of Garland and a very distinct kindness that the people exhibit that I haven't found anywhere else. I always feel safe living in Garland and I always know that I can call Garland my home.

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature LEAH THARAKAN Date 5/22/2021

Parent/Guardian Signature SUJAN THARAKAN

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings
Fourth Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Application 2021-2022

Name: Anne-Marie Schlueter

Address: 1205 Merrimac Trail, Garland TX 75043

City Council District: 3 Home Phone: _____

Cell Phone: _____ Parent/Guardian Cell Phone: _____

Email (primary): _____

Parent/Guardian Email: _____

Grade Level (2021-2022): 11 School: Richland Collegiate High School

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Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member Rich Aubin

- Nia Pellegrin - Garland Youth Council
- Victoria Penick - Garland Youth Council

Attachments

Nia Pellegrin - Garland Youth Council
Victoria Penick - Garland Youth Council

Application 2021-2022

Name: Nia Pellegrin

Address: 714 Winifred Dr

City Council District: 5 Home Phone: ——

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11th School: Lakeview Centennial

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. **What activities/organizations do you currently participate in?**
   I currently participate in my schools choir & am a previous member of the Garland Youth Council.
2. **How did you hear about the Garland Youth Council?**
   I heard about GYC through my dad, Jason Shanks
3. **Why do you want to serve on the Garland Youth Council?**
   I am intrested to serve on this council so I can provide ideas and solutions that will improve the lives of Garland youth
4. **What are some challenges you feel Garland youth face in our community?**
   some challenges I belive the youth of Garland face are: multicultural education, safe sex practices, & mental health
5. **What do you see as positives for you living in Garland?**
   Some positives of living in Garland are: educational choices & opportunities, club activitys, variety of sports, & multiple parks outlets

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature _____ Date 5/29/21

Parent/Guardian Signature _____

2

Application

Deadline: June 4, 2021

2021-202

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

Applications are reviewed and GYC members are appointed by the members of City Council in July. All applicants are notified by email and mail prior to the Aug. 7th retreat.

For more information, visit GarlandTX.gov or the Garland Youth Council Facebook page.

Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business and allows youth to be a voice to address their particular ideas and concerns.

Purpose

❖ To serve as a vehicle between City Council and Garland youth throughout the city.
❖ To promote and educate participants to the local political process. ❖ To assist the Mayor and Council in scheduling meetings which address youth concerns.
❖ To assure youth adherence to the criteria for membership in the Youth Council.
❖ To serve as ambassadors and messengers for the City of Garland.

To apply for an appointed position on the Garland Youth Council, please complete the following steps and return the completed application packet:

✔ Complete form and answer questions on page 3.
✔ Submit two letters of recommendation.
✔ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records). ✔ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name:Victoria Penick

Address:306 Candlewood ln garland tx, 75041

City Council District:5

Home Phone:

Cell Phone: Parent/Guardian Cell Phone:[redacted]

Email (primary):[redacted]

Parent/Guardian Email:[redacted]

Grade Level (2021-2022):12th

School:South Garland Highschool

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Date:06/04/21

Parent/Guardian Signature:Angela Jackson

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings
Fourth Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

---

Summary:
Council Member Robert Vera

- Daniyal Saleem - Garland Youth Council
- Emilio Arevalo - Garland Youth Council

Attachments

Daniyal Saleem - Garland Youth Council
Emilio Arevalo - Garland Youth Council

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

Applications are reviewed and GYC members are appointed by the members of City Council in July. All applicants are notified by email and mail prior to the Aug. 7th retreat.

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Garland Youth Council

Mission

The mission of the City's Youth Council is to provide a forum which educates Garland's youth to the various workings of City business and allows youth to be a voice to address their particular ideas and concerns.

Purpose

- To serve as a vehicle between City Council and Garland youth throughout the city.
- To promote and educate participants to the local political process.
- To assist the Mayor and Council in scheduling meetings which address youth concerns.
- To assure youth adherence to the criteria for membership in the Youth Council.
- To serve as ambassadors and messengers for the City of Garland.

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- ✓ Complete form and answer questions on page 3.
- ✓ Submit two letters of recommendation.
- ✓ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records).
- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: Daniyal Saleem

Address: 1101 Crest Park Drive Garland, TX 75042

City Council District: 6 Home Phone: [redacted]

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11th School: North Garland High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

[redacted]

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Danyal Saleem Date March 16th, 2021

Parent/Guardian Signature

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction
Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings
Fourth Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

[redacted]

Application 2021-2022

Name: Emilio Arevalo

Address: 718 milky way

City Council District: _____ Home Phone: _____

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 10th School: Naaman Forest

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

   See paper attached

2. How did you hear about the Garland Youth Council?

   I heard about the Youth council from my school's counselor.

3. Why do you want to serve on the Garland Youth Council?

   I want to grow personally by learning to work in a team, meet new people and contribute to my community

4. What are some challenges you feel Garland youth face in our community?

   See paper attached

5. What do you see as positives for you living in Garland?

   Garland is a safe city and has friendly neighbors. I like that it is family oriented. There are many parks to stay active and entertainment in Downtown Garland for families to spend quality time together which I enjoy very much.

Applicant: Emilio Arevalo

1.What activities/organizations do you currently participating in?

Due to the pandemic, I have not been able to be involved as much as I would have liked but as of now, I am currently in my school's swim team. I practice every day, and proudly represent my school in swimming competitions.

4. What are some challenges you feel Garland youth face in our community?

I feel that the youth does not have many activities to bring us together. I know it is hard to have an impact on everyone but I know there are teens who are home alone due to parents working and can easily choose the wrong path so I think there should be a way to reach out those teens.

Appointee Agreement 2021-2022

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- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature Emilio Arevalo Date 6/3/21

Parent/Guardian Signature Jenny Cam 6/3/21

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Mayor Pro Tem Dylan Hedrick

- Hailey Gonzalez - Garland Youth Council
- Julian Rashod Brown-Griffin - Garland Youth Council

Attachments

Hailey Gonzalez - Garland Youth Council

Julian Rashod Brown-Griffin - Garland Youth Council

2021-2022 Application

Deadline: June 4, 2021

Please send or email your application to:

City Hall, Attn: Elisa Morales
200 N. Fifth St.
Garland, TX 75040

GYC@GarlandTX.gov

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Garland Youth Council

Mission

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- To serve as a vehicle between City Council and Garland youth throughout the city.
- To promote and educate participants to the local political process.
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- ✓ Submit two letters of recommendation.
- ✓ Review the attached calendar and determine that you will be able to attend regularly scheduled meetings consistently (keep calendar for your records).
- ✓ Review the GYC Appointee Agreement on page 4. Both applicant and parent/guardian must sign.

Application 2021-2022

Name: Hailey Gonzalez

Address: [redacted]

City Council District: District 7 Home Phone: _____

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 11th School: Naaman Forest High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

2. How did you hear about the Garland Youth Council?

3. Why do you want to serve on the Garland Youth Council?

4. What are some challenges you feel Garland youth face in our community?

5. What do you see as positives for you living in Garland?

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- **Attend regular meetings and assigned committee meetings.**
- **Contribute ideas and energy to GYC meetings and activities.**
- **Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.**
- **Actively participate in GYC events and activities.**
- **Check emails regularly and promptly reply or acknowledge receipt.**
- **Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.**

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature_____ Date 3/18/2021

Parent/Guardian Signature _____

GYC Meetings & Activities for 2021-2022

Mandatory Events

Retreat
Saturday, Aug. 7
9 a.m. to 1 p.m.
TBD

Induction Tuesday, Aug. 17
5:30 to 7:30 p.m.
Granville Arts Center - The Atrium, 300 N. Fifth St.

Regular Meetings
Second Tuesday of every month
5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Committee Meetings Fourth Tuesday of every month 5:30 to 7 p.m.
City Hall, 200 N. Fifth St.

Name: Julian Rashod Brown-Griffin

Address: 1826 Apollo Road apt 1063 75043 Garland,TX 75043

City Council District: Dylan Hedrick (District 7)

Home Phone: None

Cellphone: [redacted]

Parent/Guardian Cell Phone: [redacted]

Parent/Guardian Email: [redacted]

Grade level (2021-2022): Senior School: Rowlett Highschool

1. What activities/organizations do you currently participate in?
   AJROTC,HOSA,and EAA

2. How did you hear about the Garland Youth Council?
   I heard about the Garland Youth Council through the distinguished Councilman BJ Williams.

3. Why do you want to serve on the Garland Youth Council?
   I want to serve on the Garland Youth council because I have truly embraced a passion that takes on fighting for the people regardless of demographics or political standing. I believe that regardless of the division that happens in our country it all starts locally in the heart of that community. With that being said, I have had the honor of working with local state representatives that span from Garland to Rowlett in order to fight for the commonwealth of the people and to ensure that these working class citizens standards are supplemented. It has been a blessing to be able to partake in canvassing, public speaking to urge citizens of how to get involved in their local government, phone banking, and even going to the Capitol to support the peoples' ambassadors. In conclusion, dedication,involvement, and commitment is only exemplary to the community because actions will speak louder than words.

4. What are some challenges you feel Garland youth face in our community?

   Some challenges I feel that the Garland Youth face within our community is lack of awareness and a lack of directiveness. The Garland youth community is a diverse group of individuals coming from all walks of life that makes what Garland truly embodies. However, amongst our youth that come from different demographics and socioeconomic backgrounds are at risk with external factors facing their health and potential fruitful futures. A general concern that I urge for the council to consider is the rate of tobacco,alcohol,and drug use that festers within our youth. An unacceptable 21% of our youth consume alcohol, 25% use of youth consume tobacco, and a whopping 35% of youth struggle with drug usage cited from the City of Garland Community Health Survey Report 2014. Though our youth is at risk, Concerned citizens are up to the task of indicating this as a major problem that will need to be handled within our community as 54% of Garland believes it is a problem and 41% believe underage drinking is a concern.

5. What do you see as positives for you living in garland?
   The first positive I acknowledge for me living in Garland is how close knit and concerned the local community and government is to truly seek the best interests of the citizens that reside in it. One that I enjoy personally is the entertainment functions that take place in Downtown Garland ritually in order to bring the city together for a time of comfortability, inclusivity, and the promotion of helping our local entertainment hubs and small businesses within the area. Second, another positive aspect for myself living in Garland is its safety. Safety is one the most sought preferences to moving into any new city/neighborhood. I am personally from Rochester, New York and when I moved to Garland in August of 2013 it felt natural at such a young age. I felt comfortable within the means of living, opportunity, and most importantly growth. Lastly, Garland is the example of mounting to the stands of community first and seeing high endeavours for the individuals and families that deserve it most.

Signature:

Date:

3-3-21

Parent/Guardian Signature:

3-3-21

To Whom It May Concern,

I would like to take this time to recommend Julian Brown-Griffin be selected for the Garland Youth Council. Because of his dedication, work ethic and attitude towards life, I know that he would be a great asset to the organization. Julian is an outgoing student and is always willing to be there for his peers in their ups and downs. Julian is one to be on the frontline when it comes to displaying work ethic and is exemplary through his participation in HOSA. Please consider this candidate as he will be one to go above and beyond the call of duty. If you have any questions or would like to speak in person, please do not hesitate to call me.

Mrs. Christy Fisher
Health Science Teacher
Rowlett High School
(972) 463-1712
Ext. 62585

Letter of Recommendation

For Julian Brown-Griffin

To whom it may concern,

It is with great enthusiasm as I write this letter of recommendation on behalf of Julian Brown-Griffin for Garland city youth council. Julian has been a student of mine in physics for the past year and is an excellent student! I wish I could clone him!

Julian is very punctual with his class work and has great time management skills. He is outspoken, participates in all class discussions, asks questions and seeks help when needed. He has always been such a joy to have in class. Physics is not an easy subject and can be very complex, but I never have to worry about Julian. He exceeds the class expectations as a student while balancing other extracurricular activities. Julian has expressed to me many goals he has for himself this year and I have seen him check many of those goals off his list. Julian puts his best foot forward with a great attitude and excels at everything he is determined to achieve. I am positive he will make a great addition to your team.

Please let me know if I can provide you with any more information regarding Julian Brown-Griffin application for Garland city youth council.

Sincerely,

6/3/2021

Rachel Nanez Hutchason
Science Teacher/Coach
Garland ISD- Rowlett High School
rhutchason@garlandisd.net

CHAIR, JUVENILE JUSTICE
& FAMILY ISSUES

VICTORIA NEAVE

TEXAS HOUSE OF REPRESENTATIVES

VICE CHAIR, GENERAL INVESTIGATING
MEMBER, HUMAN SERVICES

May 29, 2021

Re: Letter of Recommendation for Mr. Julian Brown-Griffin

To whom it may concern:

I am pleased to submit this letter in support of Mr. Julian Brown-Griffin's consideration for the Garland Youth Council. I serve as State Representative for Texas House District 107 covering parts of Dallas, Garland, and Mesquite, Texas. I met Julian when he was in eighth grade during a visit to his school. I was so impressed by his enthusiasm, professionalism, respect for others, and interest in government so I invited him to join our campaign team as our youngest Campaign Fellow at the time. He quickly rose in the ranks to a Lead Fellow and began training new volunteers.

Julian has demonstrated strong communication skills as he has spoken with hundreds of constituents about the issues important to our district, explaining policy in a clear and concise manner. Julian was always ready to help in any way that he could. He has stood out from among his peers and impressed our team. He planned a campaign event on his own at our office where he gathered a group of his friends for a successful get out the vote effort that followed with a game night. His desire to learn about government, the political process, and policy have shined through as he has worked on voter outreach projects, including canvassing and phone banking. Julian is detail-oriented, bright, and possesses skills that I believe will translate well to public service.

I highly recommend Julian to you with confidence that he will be as much of an asset to the Garland Youth Council as he was to our office. Please do not hesitate to reach out to my office at Victoria.Neave@House.Texas.gov.

Respectfully,

Victoria Neave

Victoria Neave
Texas State Representative
House District 107

CAPITOL: E1.404 • P.O. BOX 2910 • AUSTIN, TEXAS 78768-2910 • (512) 463-0244 • (512) 463-9967 *fax*
DISTRICT: 317 S. GALLOWAY, SUITE B • MESQUITE, TEXAS 75149
district107.neave@house.texas.gov

GARLAND

City Council Work Session Agenda
Meeting Date: July 19, 2021
Item Title: Boards & Commissions
Submitted By: Elisa Morales, Management Services Coordinator , Administration

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Summary:

Council Member Robert John Smith

- John McDonald - Board of Adjustment
- Kymberlaine Banks - Community Multicultural Commission
- Lupita Torres - Cultural Arts Commission
- Robert Kaaa - Environmental Community Advisory Board
- Trellas Gotcher - Library Board
- Kenia Hudson-Ott - Parks & Recreation Board
- Christopher Ott - Plan Commission
- Dale Long - Property Standards Board
- Kim Everett - Senior Citizens Advisory Board
- Joseph Schroeder - Tax Increment Finance #1 Downtown Board
- Carissa Dutton - Tax Increment Finance #2 South Board
- Tony Torres - Tax Increment Finance #3 Board
- James Hope - Unified Buildiing Standards Board
- Nkemsinachi Ukachi-Nwata - Garland Youth Council
- Christian Williams - Garland Youth Council

Attachments

John McDonald - BOA
Kymberlaine Banks - CMC
Lupita Torres - Cultural Arts
Robert Kaaa - Environmental
Trellas Gotcher - Library
Kenia Hudson-Ott - Parks
Christopher Ott - Plan Commission
Dale Long - Property Standards
Joseph Schroeder - TIF 1
Carissa Dutton - TIF South
Tony Torres - TIF 3

James Hope - Unified Bldg.
Nkemsinachi Ukachi-Nwata - Garland Youth Council
Christian Williams - Garland Youth Council

CITY OF GARLAND
RECEIVED
MAY 20 2021
CITY SECRETARY

GARLAND
TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: May 20, 2021

Name: John McDonald Phone: [redacted]

Address: 1605 Trowbridge Phone: [redacted]

City, State, Zip: Garland Texas 75044 Email: [redacted]

Resident of Garland for 30+ years Resident of Texas for 68 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number D8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I have served no the BOA since 2001 and am Current Chair of this Board
I have also served on numerous special committees under several Mayors

If you have previously served on a City Board or Commission, please specify and list dates of service.

Served on BOA since 2001. Currently Chair this Board

List civic or community endeavors with which you have been involved.

NGHS scholarships and presentations for 20+ yrs
School supply drives and donations, Precinct Chair for my precinct

What is your educational background?

MS in Computer Science and Physics, BS in Mathematics and Computer Science

What is your occupational experience?

Engineering and Engineering Management, Corp Division Management

I hereby affirm that all statements herein are true and correct. [signature]

Board or Commission of first, second and third choice:

- (Board of Adjustment)
- ___ Building and Fire Codes Board
- ___ Citizens Environmental and Neighborhood Advisory Committee
- ___ Civil Service Commission
- ___ Community Multicultural Commission
- ___ Electrical Board
- ___ Garland Cultural Arts Commission
- ___ Garland Youth Council **
- ___ Property Standards Board
- ___ Library Board
- ___ Parks and Recreation Board
- ___ Plan Commission *
- ___ Plumbing and Mechanical Codes Board
- ___ Senior Citizens Advisory Committee

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover 5-20-21

Revised 05/2021

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: John McDonald

   Title: BOA Chairman

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Christa McDonald

   Minor Children or Dependents: N/A

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest. N/A

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

   Only thing - My wife and I own our Home at 1605 Trowbridge (same as last time)

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

Received 7/15/21
City Secretary's Office

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 7/14/2021

Name: Kymberlaine Banks Phone: 9[redacted] (Home)

Address: 416 Kingsbridge Dr Phone: _____ (Other

City, State, Zip: Garland, TX 75040 Email: [redacted]

Resident of Garland for 27 years Resident of Texas for 35+ years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I am the current chair of the Community Multicultural Commision

If you have previously served on a City Board or Commission, please specify and list dates of service.

I have served on the Community Multicultural Commission since March of 2020

List civic or community endeavors with which you have been involved.

I am a member of the incoming Leadership Garland Class, board member of Arts Mission Oak Cliff, grant panelist at The Arts Community Alliance (TACA), member of the Grace Presbytery (PCUSA) Social Justice Task Force, volunteer facilitator with Project Unity, former board member at Good Samaritans of Garland, and Lone Star Wind

What is your educational background?

Yale School of Management Certificate: Fostering Inclusion and Diversity 2020; SMU Digital Marketing Certificate 2017.

What is your occupational experience?

Kymberlaine Banks is a dynamic, passionate leader who builds bridges between companies, their employees and the community. At Communities Foundation of Texas for Business, she guides companies that want to do Corporate Social Responsibility well toward relationships with each other community leaders nonprofits that need

I hereby affirm that all statements herein are true and correct. Kymberlaine Banks

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current X Past Due ___ Date Appointed _____

Utility Account Status Current X Past Due ___ Appointed By _____

CSO Suit/Claim Filed Yes ___ No ___ Date Notified _____

Clerk Signature & Date Courtney Vanover 7/15/21 Disclosure Form Filed _____

X

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 6-18-2021

Name: Guadalupe (Lupita) Torres Phone: [redacted]

Address: 1805 Trowbridge St. Phone: [redacted]

City, State, Zip: Garland, Tx 75044 Email: [redacted]

Resident of Garland for 49 years Resident of Texas for 73 years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.
Involved in making Public Announcements for Arts Commission

If you have previously served on a City Board or Commission, please specify and list dates of service.
Cultural Arts Commission – Sept. 2019 – Present.

List civic or community endeavors with which you have been involved.
Garland Association for Hispanic Affairs – 30 years

What is your educational background?
College

What is your occupational experience?
Involved in Community with different programs when children were in school.

I hereby affirm that all statements herein are true and correct. Lupita Torres

Board or Commission of first, second and third choice:

___ Board of Adjustment	X Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___
Utility Account Status Current ✓ Past Due ___ Appointed By ___
CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___
Clerk Signature & Date Courtney Vanover 6-23-21 Disclosure Form Filed ___

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Lupita Torres

   Title: Garland Arts Commission
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Tony Torres

   Minor Children or Dependents: _____

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: June 28, 2021

Name: Robert M. Kaaa Phone: _____ (Home)

Address: 1821 Leicester St. Phone: [redacted] (Other

City, State, Zip: Garland, TX 75044-7676 Email: [redacted]

Resident of Garland for 33 years Resident of Texas for 50 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

*Current District 8 representative on the Environmental Community Advisory Board (Citizens Environmental and Neighborhood Advisory Committee), *Executive Committee member - Preservation Society of Spring Creek Forest. *Texas Master Naturalist

If you have previously served on a City Board or Commission, please specify and list dates of service.

Environmental Community Advisory Board (Citizens Environmental and Neighborhood Advisory Committee) - August 2019 to Current Date

List civic or community endeavors with which you have been involved.

Preservation Society for Spring Creek Forest, Garland Citizens Police Academy Alumni Association GLOWS - Garland Overnight Warming Station, Various programs/projects with Garland Neighborhood Vitality, Circle 10 Council & Duck Creek District Scouts BSA - member on various committees

What is your educational background?

Tarleton State University - BBA - Accounting 1982

What is your occupational experience?

Multistate sales, use and excise taxes

I hereby affirm that all statements herein are true and correct. Robert M. Kaaa

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	2 Parks and Recreation Board
1 Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
3 Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed _____

Utility Account Status Current ✓ Past Due ___ Appointed By _____

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified _____

Clerk Signature & Date Courtney Vanover 6-30-21 Disclosure Form Filed _____

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Robert M. Kaaa

   Title: Board Member

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: N/A

   Minor Children or Dependents: N/A

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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Disclosure Form – Continued

For Ordinance Boards and Commission Applicants

1. Name: Robert M. Kaaa
   Title: Board Member – Environmental Community Advisory Board

2. Spouse/Minor Children/Dependents: N/A

3. Substantial Interest:
   Hawaiian Electric Industries, Inc.
   P.O. Box 730
   Honolulu, HI 96808-0730

4. Real Property Ownership:
   1821 Leicester Street
   Garland, TX 75044-7676
   (Sole owner, residential property)

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 05/14/2021

Name: Trellas Gotcher Phone: [redacted] (Home)

Address: 1801 Travis Phone: [redacted] (Other

City, State, Zip: Garland, TX 75042 Email: [redacted]

Resident of Garland for 30 years Resident of Texas for 50 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

This will be my third term on the board

If you have previously served on a City Board or Commission, please specify and list dates of service.

Library Board - completed two terms

List civic or community endeavors with which you have been involved.

Church, Garland Women's Golf Association officer. Past President of SMU Staff Association, on Handicapped Committee

What is your educational background?

Some college

What is your occupational experience?

Retired from SMU after 26 years. Ten years with Traffic & Transportation Dept in El Paso

I hereby affirm that all statements herein are true and correct. Trellas Gotcher

Board or Commission of first, second and third choice:

Board of Adjustment	Electrical Board	2 Parks and Recreation Board
Building and Fire Codes Board	Garland Cultural Arts Commission	Plan Commission *
Citizens Environmental and Neighborhood Advisory Committee	Garland Youth Council **	Plumbing and Mechanical Codes Board
Civil Service Commission	Property Standards Board	3 Senior Citizens Advisory Committee
Community Multicultural Commission	1 Library Board	

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover 6-1-21

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Trellas Gotcher

   Title: Member, Library Board
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: widowed

   Minor Children or Dependents:

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

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Trellas A. Gotcher
1801 Travis St.
Garland, TX 75042-5069

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: June 2, 2021

Name: Kenia Hudson-Ott Phone:

Address: 901 Bromwich St Phone: [redacted]

City, State, Zip: Garland, TX 75040 Email: [redacted]

Resident of Garland for 10 years Resident of Texas for 24 years

✓ Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.
Parks and Recreation Board 19/20 - 20/21
~~Garland Parks Foundation~~ (look next)

List civic or community endeavors with which you have been involved:
Board Member Friends of Magic 11th (Historic)
Church charity activities
Garland Parks Foundation (Non-Profit)

What is your educational background?
Communications bachelor degree - UIA
Marketing & Business administration
Bilingual (Eng & Spa)

What is your occupational experience?
Account Manager 901 Media Inc. - Marketing & Advertising Agency
Creative Director - Hispanic Advertising Agency
Project Manager - JC Penney (International) Project Specialist Hispanic Market - JCP

I hereby affirm that all statements herein are true and correct. _____

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Electrical Board	1 Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Cultural Arts Commission	___ Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plumbing and Mechanical Codes Board
___ Civil Service Commission	___ Property Standards Board	___ Senior Citizens Advisory Committee
2 Community Multicultural Commission	___ Library Board	

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6.10.21

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Kenia Hudson-Ott

   Title: Parks & Recreation Boardmember #8 D

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Christopher Nathan Ott

   Minor Children or Dependents: — None —

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

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4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

Christopher Ott Disclosure Appendix

Business Entity Ownership

Ott Enterprises, Inc (dba: Rotary Performance)
311 E Buckingham Rd Suite 1
Garland, TX 75040

Real Estate Ownership in Garland

Residential

901 Bromwich St
Garland, TX 75040

2501 Rochdale Dr
Garland, TX 75040

2406 Crist Rd
Garland, TX 75040

Commercial

311 E Buckingham Rd
Garland, TX 75040

1414 Cranford Dr
Garland, TX 75041

1422 Cranford Dr
Garland, TX 75041

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CITY OF GARLAND RECEIVED JUN 10 2021 CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly: Date: 6-2-21

Name: Christopher Ott Phone: [redacted]

Address: 901 Bromwich St Phone: [redacted]

City, State, Zip: Garland, TX 75040 Email: [redacted]

Resident of Garland for 32 years Resident of Texas for 45 years

✓ Dallas County Voter Registration Number [redacted] land City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Incumbent Plan Commissioner + vice chairman.
Have served on multiple boards + commissions

If you have previously served on a City Board or Commission, please specify and list dates of service.

Plan Commission 10/10 – Present
Fire Board 08/09 – 09/10

List civic or community endeavors with which you have been involved.

Multiple city endeavors, church activities and the Boy Scouts.

What is your educational background?

Associates Degree @ Richland College
Studied History + Govt @ SMU
Studied Comp. Science @ Texas Tech

What is your occupational experience?

Owner Rotary Performance
Specialized in rotary engines

I hereby affirm that all statements herein are true and correct. [signature]

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Electrical Board	___ Parks and Recreation Board
___ Building and Fire Codes Board	___ Garland Cultural Arts Commission	X Plan Commission *
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plumbing and Mechanical Codes Board
___ Civil Service Commission	___ Property Standards Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Library Board	

** Plan Commission members must live in district* *** Garland Youth Council has a separate application*

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6-10-21

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Christopher Ott

   Title: Plan Commissioner

   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Kenia Hudson-Ott

   Minor Children or Dependents: None

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

See attached Appendix

Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

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See attached Appendix

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

Kenia Hudson Disclosure Appendix

Business Entity Ownership

Ott Enterprises, Inc (dba: Rotary Performance)
311 E Buckingham Rd Suite 1
Garland, TX 75040

Real Estate Ownership in Garland

Residential

901 Bromwich St
Garland, TX 75040

2501 Rochdale Dr
Garland, TX 75040

2406 Crist Rd
Garland, TX 75040

Commercial

311 E Buckingham Rd
Garland, TX 75040

1414 Cranford Dr
Garland, TX 75041

1422 Cranford Dr
Garland, TX 75041

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: May 19, 2021

Name: Dale H. Long Phone [redacted] (Home)

Address: 1614 Dorado Street Phone [redacted] (Other

City, State, Zip: Garland, Texas 75040.9301 Email [redacted]

Resident of Garland for 38 years Resident of Texas for 51 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I vote each and every time. I have worked in municipal government for many years including the Cities of Dallas and Garland.

If you have previously served on a City Board or Commission, please specify and list dates of service.

Property Standards Board (current), City Charter Commission, Board of Adjustment, CBGG Advisory Committee, East Area Plan Commission

List civic or community endeavors with which you have been involved.

The Garland NAACP, Leadership Dallas ('91) Alumni, Alpha Phi Alpha Fraternity, Former Dallas County Deputy Voter Registrar, Community Advisory Committee/County COVID-19 Community Engagement Research Alliance, Worked on numerous local political campaigns.

What is your educational background?

Earned the BS Degree, Texas Southern University, 1974

What is your occupational experience?

Retired (2018) Community Outreach Coordinator/Public Information Officer (20 years) for the City of Dallas.

I hereby affirm that all statements herein are true and correct. Dale H. Long

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	1 Parks and Recreation Board
3 Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	2 Property Standards Board	___ Unified Building Standards Commission

** *Garland Youth Council has a separate application*

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Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed ___

Utility Account Status Current ✓ Past Due ___ Appointed By ___

CSO Suit/Claim Filed Yes ___ No ✓ Date Notified ___

Clerk Signature & Date Courtney Vanover 5-19-21 Disclosure Form Filed ___

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: Dale H. Long

   Title: Property Standards Board
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Ellen S. Long

   Minor Children or Dependents:
   2. NA
   3. NA
   4. 1614 Dorado Street, Garland, TX. 75040-9301

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

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Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

Received 7/15/21
City Secretary's Office

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: _____

Name: _____ Phone: [redacted] _____
(Home)

Address: _____ Phone: [redacted] _____
(Other

City, State, Zip: _____ Email: [redacted] _____

Resident of Garland for _____ years Resident of Texas for _____ years

Dallas County Voter Registration Number [redacted] Garland City Council District Number____

Have you ever been convicted of a felony? _____Yes _____No

Have you ever been convicted of a Class A misdemeanor? _____Yes _____No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

What is your educational background?

What is your occupational experience?

I hereby affirm that all statements herein are true and correct. _____ *Signature of Applicant*

Board or Commission of first, second and third choice:

____ Board of Adjustment	____ Garland Cultural Arts Commission	____ Parks and Recreation Board
____ Citizens Environmental and Neighborhood Advisory Committee	____ Garland Youth Council **	____ Plan Commission *
____ Civil Service Commission	____ Library Board	____ Senior Citizens Advisory Committee
____ Community Multicultural Commission	____ Property Standards Board	____ Unified Building Standards Commission

***** Garland Youth Council has a separate application***

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Ad Valorem Tax Status Current __*__ Past Due ____
Utility Account Status Current __*__ Past Due ____
CSO Suit/Claim Filed Yes ____ No ___*_

Date Appointed _____
Appointed By _____
Date Notified _____
Disclosure Form Filed _____

Clerk Signature & Date Courtney Vanover 7/15/21

Revised 05/2021

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: _____

   Title: _____
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: _____

   Minor Children or Dependents: _____
   _____
   _____
   _____

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law.

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year.

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

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CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: 06/29/2021

Name: Carissa Dutton Phone [redacted]

Address: 1314 Patricia Ln Phone [redacted]

City, State, Zip: Garland, TX, 75042 Email [redacted]

Resident of Garland for 28 years Resident of Texas for 28 years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☑ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☑ No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.
No

List civic or community endeavors with which you have been involved.
City of Garland PARD Volunteens 96-98
Make Your Mark Award 2020
Tornado Clean up, GLOWS, and many other community based projects.

What is your educational background?
I went to school to be a medical assistant.

What is your occupational experience?
Plumber, Caretaker, business consulting

I hereby affirm that all statements herein are true and correct. Carissa Dutton

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	2 Parks and Recreation Board
1 Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
3 Community Multicultural Commission	___ Property Standards Board	___ Unified Building Standards Commission

*** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status	Current ✓	Past Due ___	Date Appointed ___
Utility Account Status	Current ✓	Past Due ___	Appointed By ___
CSO Suit/Claim Filed	Yes ___	No ✓	Date Notified ___
Clerk Signature & Date	Courtney Vanover 7.5.21		Disclosure Form Filed ___

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Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly: Date: July 7, 2021

Name: Tony Torres Phone: [redacted]

Address: 1805 Trowbridge Phone: [redacted]

City, State, Zip: Garland, TX 75044 Email: [redacted]

Resident of Garland for 49 years Resident of Texas for 75 years

✓ Dallas County Voter Registration Number [redacted] arland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.
Served on DCAD/ARB
Served on Dallas County Grand Jury

If you have previously served on a City Board or Commission, please specify and list dates of service.
Utility Advisory Board - 1994
Garland Power & Light Advisory Board 1995
Neighborhood Environment Board - 2005

List civic or community endeavors with which you have been involved.
GISD Bond Drive - 2014
City of Garland Bond committee 2018

What is your educational background?
Bachelor's Degree - Accounting
Master Degree - Public Administration

What is your occupational experience? Accounting, auditing & tax law.

I hereby affirm that all statements herein are true and correct. Tony Torres
Signature of Applicant

Board or Commission of first, second, and third choice:

___ Board of Adjustment	___ Garland Youth Council **	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Property Standards Board	___ Plan Commission
___ Community Multicultural Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Garland Cultural Arts Commission		___ Unified Building Standards Commission

***Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___
Utility Account Status Current ✓ Past Due ___

CSO Suit/Claim Filed Yes ___ No ✓
Clerk Signature & Date Courtney Vanover 7-8-21

Date Appointed ___
Appointed By ___
Date Notified ___
Disclosure Form Filed ___

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Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly: Date: _____

Name: James D. Hope Phone: [redacted]

Address: 213 Fairvest Dr. Phone: [redacted]

City, State, Zip: Garland, Tx 75040 Email: [redacted]

Resident of Garland for 43 years Resident of Texas for _____ years

Dallas County Voter Registration Number [redacted] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.
Board of Adjustment - 1990.
Utility Advisory Board Chairman 1981-1987
JV Citizens Advisory Comm. 2019-2020

List civic or community endeavors with which you have been involved.

What is your educational background? BA - Prelaw, BSEE, CQE

What is your occupational experience? Components Engineering, Quality Director

I hereby affirm that all statements herein are true and correct. [signature]

Board or Commission of first, second and third choice:

___ Board of Adjustment	___ Garland Cultural Arts Commission	___ Parks and Recreation Board
___ Citizens Environmental and Neighborhood Advisory Committee	___ Garland Youth Council **	___ Plan Commission *
___ Civil Service Commission	___ Library Board	___ Senior Citizens Advisory Committee
___ Community Multicultural Commission	___ Property Standards Board	X Unified Building Standards Commission

*** Garland Youth Council has a separate application*

FOR OFFICE USE ONLY

Ad Valorem Tax Status Current ✓ Past Due ___ Date Appointed _____
Utility Account Status Current ✓ Past Due ___ Appointed By _____
CSO Suit/Claim Filed Yes ___ No ✓ Date Notified _____
Clerk Signature & Date Courtney Vanover 7.12.21 Disclosure Form Filed _____

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GARLAND

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Disclosure Form

For Ordinance Boards and Commission Applicants

1. Name: James D. Hope

   Title: Chairman - Unified Building Standards Commission
   (City Council Member, Plan Commissioner, e.g.)

2. Spouse: Rosa M. Hope

   Minor Children or Dependents: _____

3. Identify by name and address each business entity in which you, your spouse or any of your minor children or dependents have a substantial interest.

   Business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized by law. None

   Substantial interest means: (a) the ownership of 10 percent or more of the voting stock or shares of the business entity; (b) the ownership of either 10 percent or more or $5,000 or more of the fair market value of the business entity; or (c) funds received from the business entity exceed 10 percent of the recipient's gross income for the previous year. None

4. Identify (by street address, legal or lot and block description) all real property located within Garland owned by you through beneficial ownership, partnership, joint ownership or through corporate ownership of a corporation in which you have an interest of one percent or more. You must also include all real property leased by you or held by you with a right of first refusal.

Return completed Disclosure Form to:
City Secretary - City of Garland
P.O. Box 469002
Garland, TX 75046-9002

Garland Youth Council -Application (2021-2022)

Name: Nkemsinachi Ukachi-Nwata
Address: 1610 Arbor creek Dr Garland,TX
City Council District:
Home Phone: [redacted]
Cell Phone: [redacted]
Parent/Guardian Cell Phone: [redacted]
Email (primary): [redacted] (school email- [redacted]
Parent/Guardian Email: [redacted]
Grade Level (2021-2022): 11
School: North Garland High School

Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attached to the application.

1. What activities/organizations do you currently participate in?
Activities/organizations that I currently participate in are African Student Organization, HOSA, Speech & Debate, Student Council, my church youth group, as well as being a founder of an organization called "Mbaise Youth Association".

2. How did you hear about the Garland Youth Council?
My sister's best friend is in the Rowlett youth council , and that made me want to look into GYC. (I also received an email through my school).

3. Why do you want to serve on the Garland Youth Council?
I want to serve on the Garland Youth council because I want to be able to provide a voice for those who feel unheard. I want to help our community become less divided and feel more united. Being an immigrant I know what it's like to feel unwelcomed and I want to make sure no one in our community feels that way.

4. What are some challenges you feel Garland youth face in our community?
I think some challenges the Garland youth face is a lack of opportunity. What I mean by a lack of opportunity is that in many communities there are many clubs , organizations, fundraisers, summer activities, etc, for the youth to participate in. While Garland may have some of those , we do not have nearly as much or it is not being advertised enough to the youth .

5. What do you see as positives for you living in Garland?
Positives for me living in Garland is the diversity. When I immigrated to America from Nigeria at the age of 5, I was scared that I would not see people who looked like me and that I would feel like an outsider . However Garland not only has a large Nigerian community, but also introduced me to many other cultures and ethnicities.

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature: Nkemsinachi Ukachi-Nwata

Date: June 4,2020

Parent/Guardian Signature : Erasmus Nwata

Kelly Ramirez

North Garland High School

karamire@garlandisd.net

972-675-3148

To Whom It May Concern:

I had the pleasure of having Nkemsinachi Ukachi-Nwataclass in my AP Human Geography during her freshmen year at North Garland High School and would like to recommend her for the Garland Youth Council.

Nkemsinachi is an extraordinary young lady. As her AP Human teacher I have seen many examples of her work and have been impressed by her diligence and work ethic. She is a true example of an AP student by proving that individual determination does prove successful.

She worked hard during our quarantine E-learning and made sure she completed every assignment. I am positive she made a high score on the AP Human College Board exam in spite of the difficult time of being away from school because she knows how to study and is very diligent.

Nkemsinachi has outstanding organizational skills, she always completed the required work on time and usually received high grades in my class. She worked well with her peers and was respected by her fellow class mates. She is well mannered, very respectful to her teachers and a pleasure to have in class.

To conclude I would like to restate my strong recommendation for Nkemsinachi . If you have any further questions regarding her ability or this recommendation, please do not hesitate to contact me using the information on this letterhead.

Sincerely,

Kelly Ramirez

Janizelle Esquivel

Jesquive@garlandisd.net

Speech & Debate Coach

North Garland High School

2109 W. Buckingham Rd

Garland, TX 75042

To whom it may concern,

I am writing today to recommend Nkemsinachi Ukachi-Nwata for the Garland Youth Council.

Nkemsinachi has proven to be a wonderful young leader within the team and within North Garland High School. She is committed student and motivated to succeed in anything she applies herself to. I have had the pleasure of knowing Nkemsinachi for a year now and have seen her application as a leader and student.

She constantly displays exceptional academic performance and is constantly willing to challenge herself. An example of this is her keenness to compete during this past year's tournament season and motivation to continue learning. Nkemsinachi continuously demonstrates intellect, productivity, determination, and friendly personality to all her peers.

I believe Nkemsinachi to be an excellent candidate for the Garland Youth Council and have no doubt that she will be a valuable addition to the organization. Please do not hesitate to contact me for any further questions.

Sincerely,

Janizelle Esquivel

Application 2021-2022

Name: Christian Williams

Address: 1513 Danbury Drive, Garland, Tx, 75040

City Council District: District 2 Home Phone: NONE

Cell Phone: [redacted] Parent/Guardian Cell Phone: [redacted]

Email (primary): [redacted]

Parent/Guardian Email: [redacted]

Grade Level (2021-2022): 12 School: Lakeview Centennial High School

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Please answer the following questions. Feel free to type your answers on a separate sheet of paper and attach to the application.

1. What activities/organizations do you currently participate in?

   None as of now.

2. How did you hear about the Garland Youth Council?

   Recommended by a family member.

3. Why do you want to serve on the Garland Youth Council?

   I feel like the GYC can open my eyes to more social issues in our area.

4. What are some challenges you feel Garland youth face in our community?

   I feel like the youth today is discouraged from taking on matters larger than themselves.

5. What do you see as positives for you living in Garland?

   I feel like Garland is a higher quality city in Texas in ways such as our education departments, stores & businesses, city staff, etc.

Appointee Agreement 2021-2022

As an appointee to the 2021-22 Garland Youth Council, I understand the importance of being an active participant in GYC meetings and activities. If appointed, I agree to do the following:

- Attend regular meetings and assigned committee meetings.
- Contribute ideas and energy to GYC meetings and activities.
- Contact the GYC Staff Liaison in advance if I am unable to attend meetings or events.
- Actively participate in GYC events and activities.
- Check emails regularly and promptly reply or acknowledge receipt.
- Promote the GYC to my classmates and friends and encourage them to attend meetings and participate in activities.

I have reviewed the 2021-2022 GYC calendar (page 5) and acknowledge that I am available to participate in meetings and activities. I understand that missing more than two regularly scheduled GYC meetings will prompt a review of my commitment to GYC.

Signature _____ Date 6/3

Parent/Guardian Signature _____