

**WORK SESSION AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
FIRST FLOOR CONFERENCE ROOM
TUESDAY, JULY 9, 2019 – 5:30 P.M.**

I. Call to Order

II. Informational Items

) **Discussion and Legislative Update**

) **Staff Update and Discussion of Board, Commission and Committee appointment process**

III. Discussion of Agenda Item(s) 4

Consider Ordinance 2420, first reading, concerning changes to school zone speed limit times for Pipeline Road at Harrison Lane and the streets adjacent to Hurst Junior High School in the City of Hurst

Greg Dickens

IV. Discussion of Agenda Item(s) 5

Consider Resolution 1738 accepting the application and approving amendments to the Hurst Community Services Development Corporation Bylaws

Kyle Gordon

V. Discussion of Agenda Item(s) 6

Consider authorizing emergency contract for plan review and inspections

Malaika Marion Farmer

VI. Discussion of Agenda Item(s) 7 and 8

Conduct a public hearing to consider SP-19-04, Provision at Patriot Place, a site plan revision for TR2A Abstract 1629, Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Blvd.

Consider Ordinance 2423, first reading, SP-19-04, Provision at Patriot Place, a site plan revision for TR2A Abstract 1629, Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Blvd.

Michelle Lazo

VII. Discussion of Agenda Item(s) 9 and 10

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, General Obligation Bonds, Series 2019”, including the adoption of Ordinance 2421, first and reading, authorizing the issuance of such bonds.

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019”, including the adoption of Ordinance 2422, first and final reading, authorizing the issuance of such certificates of obligation.

Clayton Fulton

VIII. Discussion of Agenda Item(s) 11

Consider Resolution 1737 requesting the State of Texas waive the local government match for the Federal Off-System Bridge Program for equivalent-match project structural improvement work

Greg Dickens

Posted by: _____

This the 5th of July 2019, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

REGULAR MEETING AGENDA OF THE CITY COUNCIL OF HURST, TEXAS
CITY HALL, 1505 PRECINCT LINE ROAD
TUESDAY, JULY 9, 2019

AGENDA:

5:30 p.m. - Work Session (City Hall, First Floor Conference Room)

6:30 p.m. - City Council Meeting (City Hall, Council Chamber)

CALL TO ORDER

INVOCATION (Councilmember Cindy Shepard)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Consider approval of the minutes for the June 25, 2019 City Council meetings
2. Consider Ordinance 2418, second reading, extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles"
3. Consider Ordinance 2419, second reading, SP-19-05, Candlewood Suites, a site plan revision on Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road
4. Consider Ordinance 2420, first reading, concerning changes to school zone speed limit times for Pipeline Road at Harrison Lane and the streets adjacent to Hurst Junior High School in the City of Hurst
5. Consider Resolution 1738 accepting the application and approving amendments to the Hurst Community Services Development Corporation Bylaws
6. Consider acknowledge of the City Manager's contracting of plan review and inspection services with Bureau Veritas and Tri-State Consultants under the Emergency Purchasing Guidelines

PUBLIC HEARING(S) AND RELATED ITEM (S)

7. Conduct a public hearing to consider SP-19-04, Provision at Patriot Place, a site plan revision for TR2A Abstract 1629, Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Blvd.
8. Consider Ordinance 2423, first reading, SP-19-04, Provision at Patriot Place, a site plan revision for TR2A Abstract 1629, Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Blvd.

GENERAL OBLIGATION AND CERTIFICATES OF OBLIGATIONS

- 9. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, General Obligation Bonds, Series 2019”, including the adoption of Ordinance 2421, first and final reading, authorizing the issuance of such bonds.
- 10. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019”, including the adoption of Ordinance 2422, first and final reading, authorizing the issuance of such certificates of obligation.

RESOLUTION(S)

- 11. Consider Resolution 1737 requesting the State of Texas waive the local government match for the Federal Off-System Bridge Program for equivalent-match project structural improvement work

OTHER BUSINESS

- 12. Consider appointments to Community Services Development Corporation and Crime Control District Board
- 13. Review of board, commission and committee meeting minutes:
 -) Hurst Senior Citizens Advisory Board
 -) Library Board
 -) Parks and Recreation Board
- 14. Review of upcoming calendar items
- 15. City Council Reports - Items of Community Interest

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED

ADJOURNMENT

Posted by: _____

This 5th day of July 2019, by 5:00 p.m., in accordance with Chapter 551, Texas Government Code.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 561.087 of the Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (817) 788-7041 or FAX (817) 788-7054, or call TDD 1-800-RELAY-TX (1-800-735-2989) for information or assistance.

Minutes
Hurst City Council
Work Session
Tuesday, June 25, 2019

On the 25th day of June 2019, at 5:38 p.m., the City Council of the City of Hurst, Texas, convened in Work Session at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
Larry Kitchens	)	Mayor Pro Tem
David Booe	)	Councilmembers
Bill McLendon)	
Jon McKenzie)	
Cathy Thompson)	
Cindy Shepard)	
Clay Caruthers	)	City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Clayton Fulton	)	Assistant City Manager
Malaika Marion Farmer	)	Assistant City Manager
Kyle Gordon	)	Executive Director of Community Services
Michelle Lazo	)	Executive Director of Planning and Development
Greg Dickens	)	Executive Director of Public Works
Billy Keadle	)	Assistant Police Chief
Nate Duermeyer	)	Police Captain

With the following Councilmembers absent: none: constituting a quorum, at which time, the following business was transacted:

I. Call to Order – the meeting was called to order at 5:38 p.m.

II. Informational Items

-) **Discussion and Legislative Update** – City Manager Clay Caruthers noted several cities were filing lawsuits regarding the recent legislation passed regarding franchise fees and building materials. He stated the city attorney advised staff should continue their procedures regarding building materials and that they are monitoring the lawsuits. Mr. Caruthers stated staff will provide Council a financial impact analysis of the recent legislation during the budget work session.
-) **Staff Update and Discussion of July 4th Stars N Stripes Event** – Executive Director of Community Services Kyle Gordon provided a program overview for the upcoming 4th of July Stars and Stripes event noting the Hurst Community Park will be closed for preparation and cleanup from July 3 – 5.
-) **Staff Update and Discussion of Board, Commission and Committee appointment process** – Council discussed conducting interviews for Board, Commission and Committee appointments on July 11. City Manager Caruthers also noted the Bell Tour would try to be rescheduled the week of July 22.

The work session items were discussed in the following order: IV, III, V, VI and VII.

III. Discussion of Agenda Item(s) 4

Consider authorizing the city manager to enter into a Purchase Agreement with GT Distributors and Precision Delta Corporation to purchase ammunition for the police department.

Assistant Police Chief Billy Keadle briefed Council on the annual purchase of ammunition. He noted this purchase is for all officers and covers training and duty ammunition. This one time purchase maintains an appropriate supply for training and duty use.

IV. Discussion of Agenda Item(s) 5 and 6

Conduct a Public Hearing to consider extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles".

Consider Ordinance 2418, first reading, extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles".

Officer Nate Duermeyer briefed Council on Curfew Hours for Juveniles noting the ordinance was originally adopted in 1994 and must be renewed every three years. He reviewed the curfew hours and exceptions also noting the benefits of the ordinance.

V. Discussion of Agenda Item(s) 7 and 8

Conduct a Public Hearing to consider SP-19-05, Candlewood Suites, a site plan revision for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road.

Consider Ordinance 2419, first reading, SP-19-05, Candlewood Suites, a site plan revision on Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road.

Executive Director of Planning and Development Michelle Lazo briefed Council on SP-19-05, Candlewood Suites, a site plan revision for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road, noting the applicant is requesting a site plan revision to change the façade to a new proto-type for Candlewood Suites. She noted the new proto-type has a flatter roof with points, metal awnings and is a gray, burgundy red and white EIFS building. She stated the interior will also be more modern. Mayor Wilson noted the new roofline is similar to the nearby hospital.

VI. Discussion of Agenda Item(s) 9

Conduct a Public Hearing and consider P-18-04, Ruby Harman's Addition, a replat from Lot 19 to Lots 19-R1 and 19-R2, Block 1, Ruby Harman's Addition, being 1.12 acres located at 444 Harmon Road.

Executive Director of Planning and Development Michelle Lazo briefed Council on P-18-04, Ruby Harman's Addition, a replat from Lot 19 to Lots 19-R1 and 19-R2, Block 1, Ruby Harman's Addition, being 1.12 acres located at 444 Harmon Road noting the applicant is

requesting the replat in order to construct a new home, which will be addressed on Harmon Road. She stated there are no changes proposed for the existing home. She stated Lot 19R2 front building line is 74.90 feet, which does not meet the minimum R-1 requirements of 75 feet. Ms. Lazo stated the city attorney indicated the plat meets the spirit and intent of the subdivision regulations. Also, many of the surrounding lots were platted with a 60 foot width at the front building line.

VII. Discussion of Agenda Item(s) 10

Consider authorizing the city manager to enter into an Engineering Services Contract Amendment 1 with Barlett & West, Inc., for additional engineering services for the Hurstview Bridge Repairs over Lorean Branch.

Executive Director of Public Works Greg Dickens briefed Council regarding the Engineering Services Contract Amendment 1 with Barlett & West, Inc., for additional engineering services for the Hurstview Bridge Repairs over Lorean Branch, noting the contract was approved August 2018. The contractor discovered the best method of repair, for the bridge, is to completely replace the superstructure of the bridge instead of the sealing, patch and repair method. He explained the new method will extend the useful life of the bridge an additional 50 years and the amendment to the contract will increase the overall engineering contract amount to \$55,000.00 from \$35,000. In response to Councilmembers' questions, Mr. Dickens stated the road must be closed during construction and additional information will be provided closer to the construction period.

VIII. Adjournment – The meeting adjourned at 6:03 p.m.

APPROVED this the 9th day of July 2019.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Minutes
Tuesday, June 25, 2019

On the 25th day of June 2019, at 6:30 p.m., the City Council of the City of Hurst, Texas, convened in Regular Meeting at City Hall, 1505 Precinct Line Road, Hurst, Texas, with the following members present:

Henry Wilson	)	Mayor
Larry Kitchens	)	Mayor Pro Tem
David Booe	)	Councilmembers
Bill McLendon)	
Jon McKenzie)	
Cathy Thompson)	
Cindy Shepard)	
Clay Caruthers	)	City Manager
John Boyle	)	City Attorney
Rita Frick	)	City Secretary
Clayton Fulton	)	Assistant City Manager
Malaika Marion Farmer	)	Assistant City Manager
Greg Dickens	)	Executive Director of Public Works
Billy Keadle	)	Assistant Police Chief
Nate Duermeyer	)	Police Captain
Michelle Lazo	)	Executive Director of Planning and Development
Kyle Gordon	)	Executive Director of Community Services
Duane Hengst	)	City Engineer

With the following Councilmembers absent: none, constituting a quorum; at which time, the following business was transacted:

The meeting was called to order at 6:30 p.m.

Councilmember Cathy Thompson gave the Invocation.

The Pledge of Allegiance was given.

PROCLAMATION(S) AND PRESENTATION(S)

1. Proclamation recognizing National Parks and Recreation Month. Councilmember McKenzie read the proclamation recognizing National Parks and Recreation Month and presented the proclamation to members of the Parks and Recreation Department and noted the attendance of Parks and Recreation Board member Gary Waldron. Recreation Manager Jordan Taylor thanked the Council and provided an overview of planned activities, free to the public, highlighting the amenities available to citizens.
2. Presentation of the Annual Report on the Storm Water Management Plan. City Engineer Duane Hengst provided the annual report on the Storm Water Management Plan

reviewing requirements established by the Federal Clean Water Act and enforced by the Texas Commission on Environmental Quality. Mr. Hengst noted the City of Hurst is a Small Municipal Separate Storm Sewer System and reviewed the permit submittal and approval process. Also reviewed were reporting requirements and participation with the North Central Texas Council of Governments and other departments for regional programs to enhance storm water management. In response to Councilmembers' questions, Mr. Hengst stated there are fines and criminal prosecution for noncompliance.

CONSENT AGENDA

3. Considered approval of the minutes for the June 11, 2019 City Council meetings.
4. Considered authorizing the city manager to enter into a Purchase Agreement with GT Distributors and Precision Delta Corporation to purchase ammunition for the police department.

Councilmember Kitchens moved to approve the consent agenda. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, Kitchens, McKenzie, Thompson, McLendon and Shepard
No: None

PUBLIC HEARING(S) AND RELATED ITEM (S)

5. Conducted a Public Hearing to consider extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles".

Mayor Wilson announced a public hearing to consider extending the effect of Article III, Chapter 14, of the Hurst Code of Ordinances entitled, "Curfew Hours for Juveniles" and recognized Police Captain Nate Duermeyer who stated the proposed ordinance is to extend the juvenile curfew for an additional three years. He stated the curfew is a good tool to keep kids off the street and for victims of juvenile crime. Captain Duermeyer reviewed the curfew hours of 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday. Also reviewed were exceptions to the ordinance.

There being no one to speak, Mayor Wilson closed the public hearing.

6. Considered Ordinance 2418, first reading, extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles".

Councilmember McLendon moved to approve Ordinance 2418 extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles". Motion seconded by Councilmember Shepard. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, Kitchens, McKenzie, Thompson, McLendon and Shepard
No: None

7. Conducted a Public Hearing to consider SP-19-05, Candlewood Suites, a site plan revision for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road.

Mayor Wilson announced a public hearing to consider SP-19-05, Candlewood Suites, a site plan revision for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road and recognized applicant Sunny Patel, 803 W. Harwood Road, who stated the request is for a site plan revision to change the façade to a new proto-type for Candlewood Suites. He stated the new proto-type has a modern angle look compared to the round arch of the previous prototype. Mr. Patel showed pictures comparing the new and old color scheme, logo and designs.

There being no one else to speak, Mayor Wilson closed the public hearing.

In response to Councilmembers' questions, Mr. Patel stated the layout is the same, but the exterior design, furniture, color and logo will change.

8. Considered Ordinance 2419, first reading, SP-19-05, Candlewood Suites, a site plan revision on Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 Harwood Road.

Councilmember McKenzie moved to approve SP-19-05 revisions to Candlewood Suites and Ordinance 2419 on first reading. Motion seconded by Councilmember Thompson. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, Kitchens, McKenzie, Thompson, McLendon and Shepard
No: None

PLAT(S)

9. Conducted a Public Hearing and consider P-18-04, Ruby Harman's Addition, a replat from Lot 19 to Lots 19-R1 and 19-R2, Block 1, Ruby Harman's Addition, being 1.12 acres located at 444 Harmon Road.

Mayor Wilson announced a public hearing to consider P-18-04, Ruby Harman's Addition, a replat from Lot 19 to Lots 19-R1 and 19-R2, Block 1, Ruby Harman's Addition, being 1.12 acres located at 444 Harmon Road and recognized Executive Director of Planning and Development Michelle Lazo who stated the applicant is requesting the replat in order to construct a new home, which will be addressed on Harmon Road. She stated there are no changes proposed for the existing home. She stated Lot 19R2 front building line is 74.90 feet, which does not meet the minimum R-1 requirements of 75 feet but the city attorney believes the plat meets the spirit and intent of the subdivision regulations and many of the surrounding lots were platted with a 60 foot width at the front building line. Ms. Lazo stated the applicant, Mr. Madrono, is present to

answer questions.

There being no one else to speak, Mayor Wilson closed the public hearing.

In response to Councilmembers' questions, Executive Director of Public Works Greg Dickens stated engineering requirements have been met.

Councilmember Thompson moved to approve P-18-04 Ruby Harman's Addition, a replat of Lot 19 to Lot 19-R1 and 19-R2, Block 1, Ruby Harman's Addition. Motion seconded by Councilmember Booe. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, Kitchens, McKenzie, Thompson, McLendon and Shepard
No: None

OTHER BUSINESS

10. Considered authorizing the city manager to enter into an Engineering Services Contract Amendment 1 with Barlett & West, Inc., for additional engineering services for the Hurstview Bridge Repairs over Lorean Branch.

Executive Director of Public Works Greg Dickens reviewed the Engineering Services Contract Amendment 1 with Barlett & West, Inc., for additional engineering services for the Hurstview Bridge Repairs over Lorean Branch noting this contract was approved August 2018. Mr. Dickens stated the contractor discovered the better method to repair the bridge is to completely replace the superstructure of the bridge instead of a sealing, patch and repair method. He explained the new method will extend the useful life of the bridge an additional 50 years and the amendment increase is \$20,000. In response to Councilmembers' questions, Mr. Dickens stated the road will be closed during construction and additional information will be provided closer to the construction period. In response to Councilmembers' questions, Mr. Dickens stated there will be a road detour for several months during construction, which is not planned to start until after the end of the calendar year. He stated staff will provide public notification, of the detour, closer to the construction period.

Councilmember Shepard moved to authorize the city manager to enter into an Engineering Services Contract Amendment 1 with Bartlett & West, Inc., for additional engineering services for the Hurstview Drive Bridge Repairs over Lorean Branch, for an amount not to exceed \$20,000. Motion seconded by Councilmember Kitchens. Motion prevailed by the following vote:

Ayes: Councilmembers Booe, Kitchens, McKenzie, Thompson, McLendon and Shepard
No: None

11. Review of upcoming calendar items – City Manager Clay Caruthers reviewed the calendar items noted in the agenda packet highlighting the upcoming 4th of July Stars

and Stripes event.

12. City Council Reports - Items of Community Interest. Councilmember Shepard noted openings on some of the Board, Commission and Committees and encouraged anyone interested in serving to submit an application.

PUBLIC INVITED TO BE HEARD – A REQUEST TO APPEAR CARD MUST BE COMPLETED AND RETURNED TO THE CITY SECRETARY TO BE RECOGNIZED – No one spoke.

ADJOURNMENT

The meeting adjourned at 7:14 p.m.

APPROVED this the 9th day of July 2019.

ATTEST:

APPROVED:

Rita Frick, City Secretary

Henry Wilson, Mayor

City Council Staff Report

SUBJECT: Consider Ordinance 2418, second reading, extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles"

Supporting Documents:

Ordinance 2418
 Juvenile Curfew Statistics

Meeting Date: 7/9/2019
 Department: Police
 Reviewed by: Nate Duermeyer
 City Manager Review:

Background/Analysis:

On August 9, 1994, the Hurst City Council passed a juvenile curfew ordinance. The ordinance is Article III, Curfew Hours for Minors, Section 14-41 through 14-45. This ordinance was last renewed by the City Council on June 28, 2016.

Section 370.002 of the Texas Local Government Code adopted by the 74th Legislature on May 31, 1995, requires:

(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

- (1) review the ordinance of order's effects on the community and on problems the ordinance or order was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance or order; and
- (3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

The Police Department has determined the Juvenile Curfew ordinance has a positive effect on the safety of the youth of our community. The current ordinance is set to expire on July 24, 2019.

Funding Sources and Community Sustainability:

In support of the City Council's Public Safety strategic priority, enforcement of a juvenile curfew will help to ensure the Police Department continues to provide excellent

and responsive services to ensure positive community awareness and well-being. Two of The Hurst Way's components, Customer Service and Public Service, are exhibited in our quest to maintain an exceptional quality of life in our city.

Recommendation:

Staff recommends the City Council approve Ordinance 2418, second reading, extending the effect of Article III, Chapter 14 of the Hurst Code of Ordinances entitled; "Curfew Hours for Juveniles".

ORDINANCE 2418

AN ORDINANCE EXTENDING THE EFFECT OF JUVENILE CURFEW ORDINANCE 1445, FOR AN ADDITIONAL THREE YEARS AFTER REVIEW AND PUBLIC HEARING

WHEREAS, the City Council of Hurst, Texas, on August 9, 1994, passed Ordinance 1445, establishing a juvenile curfew; and

WHEREAS, the City Council of Hurst, Texas, has extended this Ordinance as stipulated by law every three (3) years; and

WHEREAS, Section 370.002, Texas Local Government Code provides that:

(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;

(2) conduct public hearings on the need to continue the ordinance or order; and

(3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

WHEREAS, a Public Hearing was held June 25, 2019, to determine the need to continue Ordinance 1445; and

WHEREAS, the City Council of Hurst, Texas, has reviewed the effects of Ordinance 1445 on the community and problems the Ordinance was intended to remedy.

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

Section 1. The City Council of Hurst, Texas, finds there is a need to continue Ordinance 1445 in full force and effect for three (3) more years.

Section 2. The terms of Ordinance 1445 establishing a curfew for minors shall continue in full force and effect and such Ordinance shall be in full force and effect until July 24, 2022.

Section 3. The city manager is ordered to comply with Section 370.002 of the Local Government Code by bringing this same matter to the attention of the City Council prior to July 24, 2022, to determine whether or not Ordinance 1445 is continued in force beyond that date.

AND IT IS SO ORDERED.

Passed on the first reading on June 25, 2019 by a vote of 6 to 0.

Approved on the second reading on July 9, 2019 by a vote of ___ to ___.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: SP-19-05 Candlewood Suites, a site plan revision for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 W. Harwood Road

Supporting Documents:

Ordinance 2419

Meeting Date: 7/9/2019

Department: Development

Reviewed by: Michelle Lazo

City Manager Review:

Background/Analysis:

An application has been made by Sunny Patel with Hurst Lodging, LLC., for a site plan revision on Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 W. Harwood Road. The property is zoned TC-PD (Town Center Planned Development).

The applicant is requesting the site plan revision to change the façade of the 55,330 square foot Candlewood Suites. The approved site plan shows a white, tan, and olive EIFS building with gray stone veneer at the base of the building and arched accents along the roof line.

The new proto-type for Candlewood Suites corporate is a gray, red, and white EIFS building with straight roof lines and a sharp angled tip above the front entrance.

Funding and Sources:

There is no fiscal impact. This site plan is a direct representation of Council's goal for Redevelopment.

Recommendation:

Based upon the Planning and Zoning Commission vote of 5-0. The recommendation is City Council move to approve SP-19-05 Candlewood Suites.

ORDINANCE 2419

AN ORDINANCE ADOPTING A SITE PLAN REVISION FOR LOT 3R, BLOCK 1, SOUTHWEST SURGICAL HOSPITAL ADDITION, BEING 2.36 ACRES LOCATED AT 803 W HARWOOD ROAD

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Hurst.

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan revision with Exhibits "A-C" for Lot 3R, Block 1, Southwest Surgical Hospital Addition, being 2.36 acres located at 803 W. Harwood Road.

AND IT IS SO ORDERED.

Passed on the first reading on the 25th day of June 2019 by a vote of 6 to 0.

Approved on the second reading on the 9th day of July 2019 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

E.I.F.S. COLOR
MATCH EIFS COLOR TO THE FOLLOWING BENJAMIN MOORE COLORS
CONTRACTOR TO VERIFY FINAL COLORS WITH OWNERS

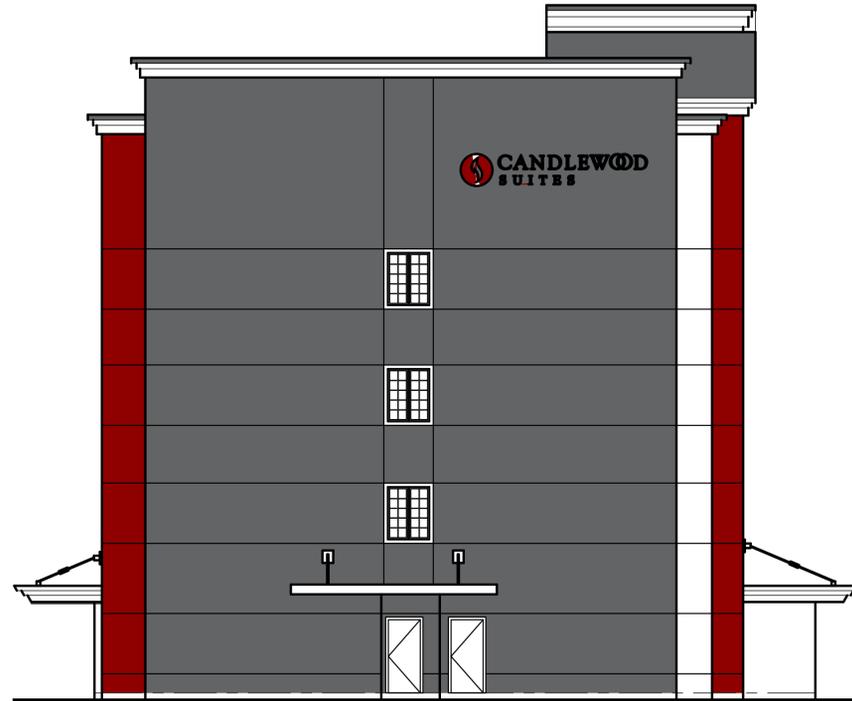
(A)	EIFS COLOR 1	[Red swatch]
(B)	EIFS COLOR 2	[Dark Gray swatch]
(C)	EIFS COLOR 3	[Light Gray swatch]

KEY NOTES:

- 1. PAINT DOOR AND FRAME TO MATCH ADJACENT FINISH
- 2. PAINT PTAC GRILLE TO MATCH ADJACENT FINISH
- 3. SIGNAGE: REFER TO SIGNAGE PACKAGE
- 4. EXHAUST VENT, COLOR TO MATCH ADJACENT MATERIAL

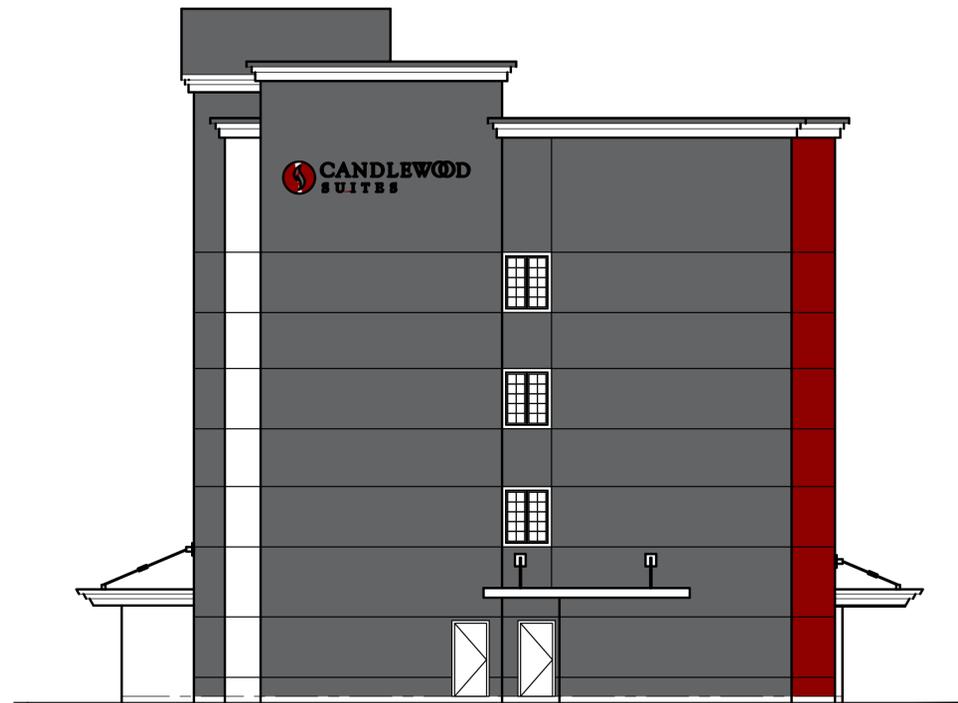


2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

E.I.F.S. COLOR		KEY NOTES:	
MATCH EIFS COLOR TO THE FOLLOWING BENJAMIN MOORE COLORS CONTRACTOR TO VERIFY FINAL COLORS WITH OWNERS			
(A) — EIFS COLOR 1	█	1. PAINT DOOR AND FRAME TO MATCH ADJACENT FINISH	
(B) — EIFS COLOR 2	█	2. PAINT FTAC GRILLE TO MATCH ADJACENT FINISH	
(C) — EIFS COLOR 3	█	3. SIGNAGE: REFER TO SIGNAGE PACKAGE	
		4. EXHAUST VENT, COLOR TO MATCH ADJACENT MATERIAL	



2 SIDE ELEVATION
SCALE: 1/8" = 1'-0"

City Council Staff Report

SUBJECT: Consider approval of Ordinance 2420 concerning changes to school zone speed limit times for Pipeline Road at Harrison Lane and the streets adjacent to Hurst Junior High School in the City of Hurst

Supporting Documents:

Ordinance 2420

Meeting Date: 7/9/2019

Department: Public Works

Reviewed by: Greg Dickens

City Manager Review:

Background/Analysis:

The school zone speed limit times for Pipeline Road at Harrison Lane, and the streets adjacent to Hurst Junior High School do not clearly encompass the start time of 8:20 a.m. for Hurst Junior High School. Ordinance 2420 defines the times appropriately.

Funding Sources and Community Sustainability:

Sufficient funding is available in the Public Works budget to fund the traffic sign modifications.

Establishing appropriate speed limit zones for schools is directly representative of the Council's goal of Public Safety.

Recommendation:

Staff recommends City Council approve Ordinance 2420 concerning changes to school zone speed limit times for Pipeline Road at Harrison Lane and the streets adjacent to Hurst Junior High School in the City of Hurst.

ORDINANCE 2420

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, AMENDING THE CITY OF HURST CODE OF ORDINANCES BY AMENDING CHAPTER 24, TRAFFIC, ARTICLE IV, SPEED, BY REPEALING SECTION 24-86, SCHOOL ZONE, PARAGRAPHS (15) AND (17), IN THEIR ENTIRETY AND REPLACING WITH A NEW SECTION 24-86, PARAGRAPHS (15) AND (17); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the school zone speed signs have start and stop morning times shown that do not coincide with the current school start times; and

WHEREAS, Chapter 545, Paragraph 545.356, of the Texas Transportation Code, provides that whenever the governing body of a City may, pursuant to the provisions of said code, determine and declare a reasonable and safe prima facie speed limit on said street or streets by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway.

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

Section 1: **THAT**, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: **THAT**, the City of Hurst Code of Ordinances is hereby amended, by repealing Section 24-86, School Zone, paragraphs (15) and (17), in their entirety, and replacing with a new Section 24-86, paragraphs (15) and (17), to read as follows:

	<u>Location</u>	<u>Speed Limit</u>	<u>Hours</u>
(15)	Pipeline Road from 420 feet east of the centerline of the four-way intersection of Harrison Lane to 420 feet west of the Centerline of the intersection of Harrison Lane	20 mph	7:00 a.m. to 8:45 a.m. and 2:30 p.m. to 4:00 p.m. on school days
(17)	On any street adjacent to non-elementary school property except as noted above.	20 mph	8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. on school days

Section 3: **THAT** all provisions of the ordinances of the City of Hurst in conflict with the provisions of this ordinance are, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hurst not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4: **THAT** should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part of provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the code of Ordinances as a whole.

Section 5: **THAT** any person, firm, or corporation violating any provision of this ordinance shall be fined an amount in accordance with Chapter 1, Section 1.5 of the Hurst Code of Ordinances.

Section 6: **THAT** this Ordinance shall become effective upon its adoption as provided by law.

AND IT IS SO ORDERED.

Passed on the first reading on this the 9th day of July 2019 by a vote of _____ to _____.

Approved on the second reading on this the _____ day of _____ 2019 by a vote of _____ to _____.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider Resolution 1738 accepting the application and approving amendments to the Hurst Community Services Development Corporation Bylaws	
Supporting Documents:	
Resolution 1738	<p>Meeting Date: 7/9/2019</p> <p>Department: Community Services</p> <p>Reviewed by: Kyle Gordon</p> <p>City Manager Review:</p>
Background/Analysis:	
<p>Article III, Section 3 of the Hurst Community Services Development Corporation (HCSDC) Bylaws provides that the Vice President of the HCSDC is the Deputy City Manager. During the recent retirement of the Deputy City Manager, the Executive Director of Community Services was given responsibility for the previous Deputy City Manager's duties regarding the HCSDC. The Board of Directors for the HCSDC met prior to the July 9, 2019 City Council meeting and made application to the Council to amend the Bylaws to reflect that the Vice President is the Executive Director of Community Services.</p>	
Funding Sources and Community Sustainability:	
<p>Hurst Community Services Development Corporation Fund.</p> <p>In an effort to remain a vibrant community this resolution addresses the City Council's Strategic Priorities for Leadership, Innovation, and Infrastructure by supporting the Community Services Department projects.</p>	
Recommendation:	
<p>It is recommended City Council approve Resolution 1738 accepting the application and approving amendments to the Bylaws for the Hurst Community Services Development Corporation.</p>	

RESOLUTION 1738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, ACCEPTING AND APPROVING THE APPLICATION OF HURST COMMUNITY SERVICES DEVELOPMENT CORPORATION TO AMEND THE BYLAWS

WHEREAS, the City Council of the City of Hurst has previously approved and the Hurst Community Services Development Corporation has adopted Bylaws and Articles of Incorporation, which provide for amendments to the Articles of Incorporation and Bylaws in the manner provided in the Articles of Incorporation and Development Corporation Act of 1979, Article 5190.6, Vernon's Ann. Civ. St., as amended; and

WHEREAS, the Board of Directors of the Corporation has made application to the City Council for the approval of amendments to the Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HURST, TEXAS

Section 1. THAT Article III entitled Officers, Section 3. Vice President be amended to read as follows:

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken. The Executive Director of Community Services shall be the vice president.

Section 2. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

Approved this the 9th day of July 2019 by a vote of ____ to ____.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider acknowledgment of the emergency contracting of plan review and inspection services

Supporting Documents:

Meeting Date: 7/9/2019
 Department: Planning and Community Development
 Reviewed by: Malaika Marion Farmer
 City Manager Review:

Background/Analysis:

The City has used third-party consultants in the past to help with plan review and inspection services as needed. However, recently, the City used Bureau Veritas and Tri-State Consultants more heavily to assist with workload due to vacancies from the retirements of the Building Official, Commercial Inspector and Residential Inspector.

Chapter 252 of the Texas Local Government Code provides an exemption to the \$15,000 rule for contracting of services made “because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality’s residents or to preserve the property of the municipality” or purchases “Necessary to preserve or protect the public health or safety of the municipality’s residents” or purchases “necessary because of unforeseen damage to public machinery, equipment, or other property.” Staff proceeded with contracting with Bureau Veritas for plan review and inspection services and Tri-State Consultants for plan review services over the last six months and has spent approximately \$50,000 and \$31,000 with them respectively, for these services excluding specific Council approved projects.

Funding Sources and Community Sustainability:

Funding has been identified in budget savings from the temporary staff vacancies in the Building Inspections General Fund Budget.

In an effort to remain a vibrant community, this project addresses the City Council’s Strategic Priorities for Infrastructure, Redevelopment, and Public Safety by ensuring continuation of plan review and inspection services.

Recommendation:

It is recommended City Council acknowledge the city manager's contracting of plan review and inspection services with Bureau Veritas and Tri-State Consultants under the Emergency Purchasing Guidelines, for an amount not to exceed \$81,000.

City Council Staff Report

SUBJECT: SP-19-04 Provision at Patriot Place, a site plan for TR2A Abstract 1629 Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Boulevard

Supporting Documents:

Ordinance 2423
 Area map
 Legal notice
 Ownership Data
 Site Plan – Exhibit "A"
 Landscape plan – Exhibit "B-D"
 Building elevations – Exhibit "E-F"
 Screening elevation – Exhibit "G"
 Monument sign – Exhibit "H"

Meeting Date: 7/9/2019
 Department: Development
 Reviewed by: Michelle Lazo
 City Manager Review:

Background/Analysis:

An application has been made by Gardner Capital for a site plan approval on TR2A Abstract 1629 Gulaver Wilson Survey, being 9.495 acres located at 501 W. Hurst Blvd. The property is zoned TX-10 (Texas Hwy.10 Multi-Use District). The TX-10 zoning allows R-3 (Multi-Family) with an approved site plan. A final plat will be submitted at a later date.

The applicant is planning to develop a gated multi-family community with 90 units, a club house, swimming pool, playground, walking trails, dog park, and private detention pond.

Gardner Capital has an extensive resident screening application that requires a 10-year background check, as well as favorable credit and rental history. They are a build-and-hold development and investment company, and maintain ownership and operations for all of their properties in their national portfolio.

The site plan indicates the main gated entrance/exit off of Hurst Boulevard on the east side of the property. The applicant is proposing a club house, pool, and playground in the center of the property on Lot 1. The property will be platted into two (2) lots.

Lot 2 will serve as an open space with a detention pond, walking trails, and a dog park. The complex will be located over 500 ft. from any industrial site, which meets the Texas Commission for Environmental Quality requirements. The developer has completed a Phase 1 environmental assessment and there are no recognized

environmental concerns on the site. This lot will only be accessible through the parking lot of the complex, there are no future development plans for Lot 2.

The applicant is proposing a three (3) story building that is 30 ft. in height. The development will offer 34 one-bedroom units with 950 sq. ft. of living space, 41 two-bedroom units with 955 sq. ft. of living space, and 15 three-bedroom units with 1,150 sq. ft. of living space.

The applicant is providing a six (6) ft. treated red cedar fence around Lot 1, a 6 ft. chain-link fence around Lot 2, and a six (6) ft. ornamental wrought iron fence with masonry columns along Hurst Blvd. The development will also have a wrought iron electric security gate on Hurst Blvd.

The applicant is providing landscaping in excess of the minimum requirements, with 26 Red Oaks, 23 Live Oaks, 25 Cedar Elms, eight (8) Bald Cypress, nine (9) Drake Elms, six (6) Monterrey Oaks, Crape Myrtles, a variety of shrubs and ornamental grasses, and Bermuda sod.

The applicant intends to preserve all of the trees along the railroad and the western property line to enhance the landscape buffer.

The building elevations indicate a beige brick veneer and fiber cement building with stone veneer accents, metal railing on the patios, and metal awnings around the breezeways.

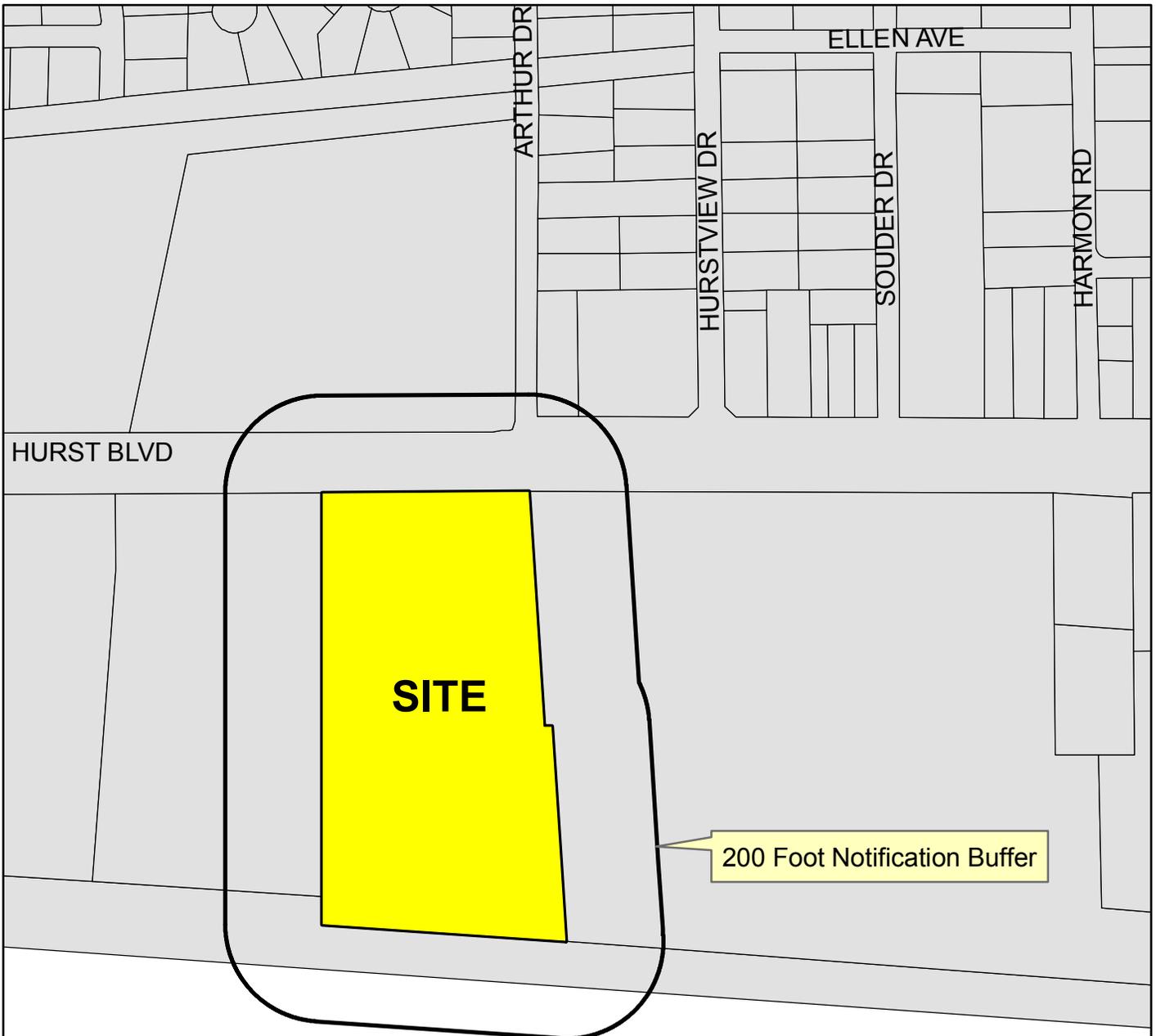
The applicant is requesting a monument sign near the main entrance on Hurst Blvd. that is 6.6 ft. tall with 27 sq. ft. of sign area per face.

Funding Sources and Community Sustainability:

There is no fiscal impact. This site plan is a direct representation of Council's goal for Redevelopment.

Recommendation:

Based upon the Planning and Zoning Commission vote of 4-1 the recommendation is City Council move to approve SP-19-04 Provision at Patriot Place.



CITY OF
FORT WORTH

200 Foot Notification Buffer

<p>CASE NO: SP-19-04 Provision at Patriot Place</p>	<p>LEGAL DESCRIPTION: TR2A Abstract 1629 Gulaver Wilson Survey</p>	<p>AGENDA DATE: 7/9/2019</p>
<p>REQUESTED ACTION: Site Plan</p>		<p>LOCATION: 501 W. Hurst Blvd.</p>



SP-19-04

LEGAL NOTICE

A PUBLIC HEARING WILL BE HELD BY THE HURST CITY COUNCIL ON TUESDAY, JULY 9, 2019 AT 6:30 P.M. AT THE HURST CITY HALL AT 1505 PRECINCT LINE ROAD TO CONSIDER A SITE PLAN FOR TR2A ABSTRACT 1629, GULAVER WILSON SURVEY, BEING 9.495 ACRES LOCATED AT 501 W. HURST BLVD.

PROVISION AT PATRIOT PLACE

TR2A Abstract 1629, Gulaver Wilson Survey
9.495 acres located at 501 W. Hurst Blvd.



SP-19-04

**APPLICATION FOR SITE PLAN
OWNERSHIP DATA**

TO THE HURST PLANNING AND ZONING COMMISSION:

The following described real property is under application for approval of a site plan revision.

Provision at Patriot Place
Site Plan
TR2A Abstract 1629 Gulaver Wilson Survey
501 W. Hurst Blvd

The following is a list of the property owners, legal description of their property, and mailing address of the owners of the property within 200 feet of the above-described property, which is under application for a site plan:

PROPERTY OWNER	LOT	BLK	ADDITION	ADDRESS
CHESAPEAKE LAND DEV CO LLC			TR 1 A 1677 WALLACE, ISHAM SURVEY	6100 N WESTERN AVE OKLAHOMA CITY, OK 73118
JEMCCOMBS REAL ESTATE LTD	1R1	BLK 3	HURSTVIEW	820 N MAIN ST KELLER TX 76248
ARORA, AMARGIT S	4	BLK 3	HURSTVIEW	408 W HURST BLVD HURST TX 76053
501 HURST BLVD LLC			TR 2A A 1626 WILSON, GULAVAR SURVEY	229 W HURST BLVD HURST TX 76053
KELLY MOORE PAINT CO INC	1R1	BLK 1	KELLY MOORE	987 COMMERCIAL ST SAN CARLOS, CA 94070
DJM HURST LC			TR 2A3A A 1626 WILSON, GULAVAR SURVEY	802 SHADY CREEK DR KENNEDEALE TX 76060
OCCUPANT			TR 1 A 1677 WALLACE, ISHAM SURVEY	500 W HURST BLVD
OCCUPANT	1R1	BLK 3	HURSTVIEW	400 W HURST BLVD
OCCUPANT	4	BLK 3	HURSTVIEW	408 W HURST BLVD
OCCUPANT			TR 2A A 1626 WILSON, GULAVAR SURVEY	501 W HURST BLVD
OCCUPANT	1R1	BLK 1	KELLY MOORE	301 W HURST BLVD
OCCUPANT			TR 2A3A A 1626 WILSON, GULAVAR SURVEY	615 W HURST BLVD

EXHIBIT A

CAUTION !!
EXISTING UTILITIES ARE INDICATED ON THE PLANS FROM AVAILABLE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES, TO NOTIFY ALL UTILITY COMPANIES OF THE CONTRACTORS OPERATIONS, TO PROTECT ALL UTILITIES FROM DAMAGE, TO REPAIR ALL UTILITIES DAMAGED DUE TO THE CONTRACTORS OPERATIONS, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES.

LEGEND	
[Symbol]	PROPOSED SIDEWALK
[Symbol]	5" - 3600 PSI CONC. (LIGHT DUTY)
[Symbol]	6" - 3600 PSI CONC. (MEDIUM DUTY)
[Symbol]	8" - 3600 PSI CONC. (DUMPSTER PAD)
[Symbol]	PARKING STALL COUNT
[Symbol]	LANDSCAPE/SEEDING AREAS
[Symbol]	BARRIER FREE RAMP
[Symbol]	EXISTING EASEMENTS
[Symbol]	HANDICAP-ACCESSIBLE STALL
[Symbol]	ELECTRIC BOX
[Symbol]	ELECTRIC METER
[Symbol]	ELECTRIC VAULT
[Symbol]	FIRE HYDRANT
[Symbol]	GUY WIRE
[Symbol]	IRRIGATION CONTROL VALVE
[Symbol]	POWER POLE
[Symbol]	POWER POLE W/TRANSFORMER
[Symbol]	STORM DRAIN MANHOLE
[Symbol]	SIGN
[Symbol]	UNDERGROUND GAS MARKER
[Symbol]	UNDERGROUND WATER LINE MARKER
[Symbol]	UNDERGROUND FIBER OPTIC MARKER
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	SANITARY SEWER CLEANOUT
[Symbol]	TELEPHONE PEDESTAL
[Symbol]	TRAFFIC SIGNAL BOX
[Symbol]	TRAFFIC SIGNAL POLE
[Symbol]	TRAFFIC SIGNAL VAULT
[Symbol]	WATER METER
[Symbol]	WATER VALVE
[Symbol]	UNDERGROUND GAS
[Symbol]	SANITARY SEWER LINE
[Symbol]	FIBER OPTIC LINE
[Symbol]	WATER LINE
[Symbol]	OVERHEAD ELECTRIC
[Symbol]	LIGHT POLE
[Symbol]	HEARING & VISUAL ACCESSIBLE UNIT
[Symbol]	ADA UNIT
[Symbol]	ACCESSIBLE ROUTE
[Symbol]	EXISTING CONTOUR

PROPOSED DETENTION CALCULATIONS

PROPOSED CONDITIONS COMPOSITE "C" CALCULATIONS

DRAINAGE AREAS	"C"	Area (Ac.)	CxA
A-1	0.85	4.00	3.40
A-2	0.40	5.50	2.20
			5.60

Total Area = 9.50 Ac.

COMPOSITE "C" VALUE FOR PROPOSED (DEVELOPED) CONDITIONS

5.60/9.50 = 0.59

ISWM MODIFIED RATIONAL DETENTION CALCULATIONS

	100 Yr
Tarrant County "a" Rainfall Factor (Table 1.18)	322.070
Tarrant County "b" Rainfall Factor (Table 1.18)	24.388
C _u (Undeveloped)	0.40
I _a (15 min)	7.98
A _a (Ac)	9.50
Q _a (cfs)	30.3
C (Developed)	0.59
A (Developed)	9.50
T _d = (2CAab/Qallow) ^{0.5} * b	29.5
I _d	5.81
V _{prelim} (ft ³) = 60[CAa - (2CAabQ _a) ^{0.5} + (Q _a /2)(b-t _d)]	23388
P ₁₈₀	5.43
P _t	2.86
V _{max} (ft ³) = V _{prelim} * P ₁₈₀ /P _t	44415
V _{max} (Ac-Ft)	1.02

REQUIRED POND VOLUME
APPROXIMATE POND VOLUME PROVIDED
1.08AC-FT (1.30AC X 0.83FT)

APPROX. LIMITS OF 500 YEAR FLOODPLAIN (SEE NOTES 1-3)

APPROX. LIMITS OF 100 YEAR FLOODPLAIN ZONE "AE" (SEE NOTES 1-3)

- NOTES:**
- TOPOGRAPHY SHOWN IS BASED ON LIDAR DATA OBTAINED FROM TEXAS NATURAL RESOURCES INFORMATION SYSTEM.
 - STORMWATER DETENTION IS REQUIRED AND WILL BE ACCOMPLISHED WITH A DETENTION POND.
 - SITE PLAN MATERIALLY CONFORMS TO ALL APPLICABLE SITE DEVELOPMENT AND BUILDING CODE ORDINANCES.
 - PARKING SHOWN MEETS THE REQUIREMENTS OF THE DEVELOPMENT REGULATIONS OF THE CITY OF HURST.
 - THE SITE IS IN THE TX10 TEXAS HIGHWAY 10 MULTIUSE DISTRICT WHICH ALLOWS MULTIFAMILY AS WELL AS INDUSTRIAL USES. THE MULTIFAMILY USE EXCEEDS THE MINIMUM SETBACK REQUIRED BY THE LOCAL ORDINANCE AND TCEQ.

HURST BLVD. (STATE HIGHWAY 10)

(160' RIGHT-OF-WAY)

PROPOSED 5' SIDEWALK

EXIST. 18" RCP STORM DRAIN

EXIST. CURB INLET

EXIST. 6" WATER LINE

EXIST. 20" WATER LINE

EXIST. 8" WATER LINE

PROPOSED SEWER LINE

PROPOSED DETENTION CALCULATIONS

PROPOSED CONDITIONS COMPOSITE "C" CALCULATIONS

Total Area = 9.50 Ac.

COMPOSITE "C" VALUE FOR PROPOSED (DEVELOPED) CONDITIONS

5.60/9.50 = 0.59

ISWM MODIFIED RATIONAL DETENTION CALCULATIONS

REQUIRED POND VOLUME

APPROXIMATE POND VOLUME PROVIDED

1.08AC-FT (1.30AC X 0.83FT)

APPROX. LIMITS OF 500 YEAR FLOODPLAIN (SEE NOTES 1-3)

APPROX. LIMITS OF 100 YEAR FLOODPLAIN ZONE "AE" (SEE NOTES 1-3)

PROPOSED IRON FENCE

PROPOSED 5' SIDEWALK

EXIST. 18" RCP STORM DRAIN

EXIST. CURB INLET

EXIST. 6" WATER LINE

EXIST. 20" WATER LINE

EXIST. 8" WATER LINE

PROPOSED SEWER LINE

PROPOSED DETENTION CALCULATIONS

PROPOSED CONDITIONS COMPOSITE "C" CALCULATIONS

Total Area = 9.50 Ac.

COMPOSITE "C" VALUE FOR PROPOSED (DEVELOPED) CONDITIONS

5.60/9.50 = 0.59

ISWM MODIFIED RATIONAL DETENTION CALCULATIONS

REQUIRED POND VOLUME

APPROXIMATE POND VOLUME PROVIDED

1.08AC-FT (1.30AC X 0.83FT)

APPROX. LIMITS OF 500 YEAR FLOODPLAIN (SEE NOTES 1-3)

APPROX. LIMITS OF 100 YEAR FLOODPLAIN ZONE "AE" (SEE NOTES 1-3)

PROPOSED IRON FENCE

PROPOSED 5' SIDEWALK

EXIST. 18" RCP STORM DRAIN

EXIST. CURB INLET

EXIST. 6" WATER LINE

EXIST. 20" WATER LINE

EXIST. 8" WATER LINE

PROPOSED SEWER LINE

PROPOSED DETENTION CALCULATIONS

PROPOSED CONDITIONS COMPOSITE "C" CALCULATIONS

Total Area = 9.50 Ac.

COMPOSITE "C" VALUE FOR PROPOSED (DEVELOPED) CONDITIONS

5.60/9.50 = 0.59

ISWM MODIFIED RATIONAL DETENTION CALCULATIONS

REQUIRED POND VOLUME

APPROXIMATE POND VOLUME PROVIDED

1.08AC-FT (1.30AC X 0.83FT)

APPROX. LIMITS OF 500 YEAR FLOODPLAIN (SEE NOTES 1-3)

APPROX. LIMITS OF 100 YEAR FLOODPLAIN ZONE "AE" (SEE NOTES 1-3)

TARRANT COUNTY VOL. 1217, PG. 492 D.R.T.C.T.

EXIST. 6" WATER LINE

EXIST. 20" WATER LINE

STATE OF TEXAS VOL. 1372, PG. 306 D.R.T.C.T.

20' UTILITY EASEMENT CAB. A, SL. 8636 P.R.T.C.T.

CONNECT TO EXISTING 20" WATER LINE

EXIST. 20" WATER LINE

CONTROLLED ACCESS GATE

PROPOSED IRON FENCE

20' UTILITY EASEMENT CAB. A, SL. 8636 P.R.T.C.T.

25' SIDE SETBACK

EXIST. 20" WATER LINE

PROPOSED STORM DRAIN LINE

TYP. TRASH ENCLOSURE

25' BUILDING LINE CAB. A, SL. 8636 P.R.T.C.T.

20' UTILITY EASEMENT CAB. A, SL. 8636 P.R.T.C.T.

PROPOSED CHAINLINK FENCE

KELLY-MOORE PAINT COMPANY, INC. VOL. 7205, PG. 496 D.R.T.C.T.

ZONING TX10

PROPOSED 5' SIDEWALK

EXIST. 20" WATER LINE

30' UTILITY EASEMENT CAB. A, SL. 8636 P.R.T.C.T.

KELLY-MOORE PAINT COMPANY, INC. VOL. 5526, PG. 307 D.R.T.C.T.

ZONING TX10

25' BUILDING LINE CAB. A, SL. 8636 P.R.T.C.T.

APPROX. LOCATION SURVEY LINE

CITY OF FORTH WORTH & CITY OF DALLAS (TRACT 1) VOL. 7246, PG. 1848 D.R.T.C.T.

RAILROAD EQUIP.

RAILROAD EQUIP.

*** FIELD NOTES ***

BEING A TRACT OF LAND LOCATED IN THE GULAVER WILSON SURVEY, ABSTRACT NO. 1629, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO 501 HURST BLVD, LLC, RECORDED IN INSTRUMENT NUMBER D212318377, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LANDES" IN THE SOUTH RIGHT-OF-WAY LINE OF HURST BOULEVARD (A CALLED 160' RIGHT-OF-WAY) (STATE HIGHWAY 10), SAID IRON ROD BEING THE NORTHWEST CORNER OF SAID 501 HURST TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO DJM HURST, L.C., RECORDED IN INSTRUMENT NUMBER D207028573, O.P.R.T.C.T., FROM WHICH AN "X" CUT BEARS N 83° 53' 05" W, 426.82 FEET, SAID "X" CUT BEING THE NORTHWEST CORNER OF SAID DJM HURST TRACT,

THENCE S 89° 59' 05" E, ALONG THE NORTH LINE OF SAID 501 HURST TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID HURST BOULEVARD, 425.45 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LANDES" AT THE NORTHEAST CORNER OF SAID 501 HURST TRACT AND THE NORTHWEST CORNER OF LOT 1RI, BLOCK 1, KELLY-MOORE SUBDIVISION, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8636, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.),

THENCE S 03° 48' 58" E, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID HURST BOULEVARD AND ALONG THE EAST LINE OF SAID 501 HURST TRACT, THE WEST LINE OF SAID LOT 1RI, AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO KELLY-MOORE PAINT COMPANY, INC., RECORDED IN VOLUME 7205, PAGE 496, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), AT A DISTANCE OF 775.27 FEET PASSING A 5/8" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID KELLY-MOORE TRACT RECORDED IN VOLUME 7205, PAGE 496, D.R.T.C.T., AND THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KELLY-MOORE PAINT COMPANY, INC., RECORDED IN VOLUME 5526, PAGE 307, D.R.T.C.T., AND CONTINUING ALONG THE EAST LINE OF SAID 501 HURST BLVD TRACT AND THE WEST LINE OF SAID KELLY-MOORE TRACT RECORDED IN VOLUME 5526, PAGE 307, D.R.T.C.T., IN ALL A TOTAL DISTANCE OF 927.53 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LANDES", SAID IRON ROD BEING IN THE NORTH LINE OF THE TRINITY RAIL EXPRESS (A 100' WIDE RIGHT-OF-WAY AT THIS POINT), IN THE NORTH LINE OF A TRACT OF LAND DENOTED AS TRACT 1 IN A DEED TO THE CITY OF FORTH WORTH AND THE CITY OF DALLAS, RECORDED IN VOLUME 7246, PAGE 1848, D.R.T.C.T., AND BEING THE SOUTHEAST CORNER OF SAID 501 HURST BLVD TRACT,

THENCE N 85° 56' 40" W, ALONG THE SOUTH LINE OF SAID 501 HURST BLVD TRACT, THE NORTH RIGHT-OF-WAY LINE OF SAID TRINITY RAIL EXPRESS, AND THE NORTH LINE OF SAID CITY OF FORTH WORTH AND CITY OF DALLAS TRACT, 487.72 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID 501 HURST BLVD TRACT,

THENCE N 00° 02' 38" W, ALONG THE WEST LINE OF SAID 501 HURST BLVD TRACT, AT A DISTANCE OF 50.50 FEET PASSING THE SOUTHWEST CORNER OF SAID DJM HURST TRACT, AND CONTINUING IN ALL ALONG THE WEST LINE OF SAID 501 HURST BLVD TRACT AND THE EAST LINE OF SAID DJM HURST TRACT, 891.09 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.495 ACRES (415,614 SQUARE FEET) OF LAND, MORE OR LESS.

ACCESSIBLE UNITS

TOTAL UNITS	30
ADA UNITS (5%)	5
AI (2)	
BI (2)	
CI (1)	
H+V UNITS (2%)	2
AI (1)	
BI (1)	

BUILDING TABULATION

TYPE	No. of BLDGS.	UNITS/BUILDING	UNIT TYPES	BUILDING S.F.	TOTAL S.F.
A	1	90	A1-22, A2-12, B1-41, C1-15	82,300	82,300
TOTAL	1				82,300

UNIT TABULATION

UNIT TYPE	#UNITS	UNIT S.F.	TOTAL S.F.
A1-ONE BEDROOM, ONE BATH	22	750	16,500
A2-ONE BEDROOM, ONE BATH	12	800	9,600
B1-TWO BEDROOM, TWO BATH	41	950	38,950
C1-THREE BEDROOM, TWO BATH	15	1150	17,250
TOTAL	90		82,300

BUILDING S.F. TOTALS

NET RENTABLE AREA	83,300 S.F.
COMMON AREA	7,089 S.F.
BREEZEWAY AND CORRIDORS	18,747 S.F.
PRIVATE COVERED PATIOS	5,858 S.F.
PRIVATE OUTSIDE STORAGE	2,085 S.F.
BUILDING FOOT PRINT	40,742 S.F.
BUILDING GROSS	122,226 S.F.
BUILDING HEIGHT (THREE STORY)	30'-6"

SITE DATA

	LOT 1	LOT 2
ZONING	TX10	TX10
PROPOSED USE	MULTI-FAMILY	PARK/DETENTION
LOT AREA GROSS	4.000 AC (174,240 SF)	5.495 AC (239,374 SF)
PARKING REQ'D.	162	0
HANDICAP PROVIDED	13	0
TOTAL PARKING PROVIDED (INCL. HC)	162	16
LANDSCAPING REQUIRED	15% = 26,136 SF	N/A
LANDSCAPE AREA PROVIDED	1,099 AC (47,884 SF)	5.384 AC (234,544 SF)
IMPERVIOUS AREA	2.901 AC (126,356 SF)	0.111 AC (4830 SF)
PARKING AREA	190 X 9' X 18' = 30,780 SF	16 X 9' X 18' = 2,592 SF

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. JAWAR BLVD., SUITE 200E ARLINGTON, TEXAS 76010 METRO (817) 467-7700
www.wierassociates.com
Texas Firm Registration No. F-2776

**GARDNER CAPITAL
PROVISION AT PATRIOT PLACE
HURST, TARRANT COUNTY, TEXAS**

**HURST
SITE PLAN**

PRELIMINARY PLANS FOR PROJECT REVIEW.
NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
Prepared By/Or Under Direct Supervision of Randall Eardley, PE
Texas Registration No. 104357 On Date Shown Below.

COPYRIGHT © WIER & ASSOCIATES, INC.
LAST SHEET EDIT DATE 7/1/2019
WA# 18126
SHEET NO. EXH.

PRINTED: 7/1/2019 8:18:13 AM FILE: WIER-PAVING-STB LAST SAVED: 7/1/2019 11:43 AM SAVED BY: LIDAP FILE: HURST SITE PLAN REV 1 - 18126.DWG



BUILDING MATERIALS	
BLDG. 'A' - FRONT ELEVATION	
MATERIAL	%
BRICK & STONE VENEER	40
FIBER-CEMENT	60
TOTAL	100.0

BUILDING 'A' FRONT ELEVATION

SCALE: 1/16" = 1'-0"

EXHIBIT F



BUILDING MATERIALS	
BLDG. 'A' - RIGHT ELEVATION	
MATERIAL	%
BRICK & STONE VENEER	40
FIBER-CEMENT	60
TOTAL	100.0

BUILDING 'A' RIGHT ELEVATION

SCALE: 1/16" = 1'-0"

PROVISION AT PATRIOT PLACE HURST, TEXAS

A3.4
EXTERIOR ELEVATIONS

ORDINANCE 2423

AN ORDINANCE ADOPTING A SITE PLAN FOR TR2A ABSTRACT 1629 GULAVER WILSON SURVEY, BEING 9.495 ACRES LOCATED AT 501 WEST HURST BOULEVARD

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Hurst at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the Zoning Ordinance; and,

WHEREAS, public hearings to change the site plan on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the site plan change; and,

WHEREAS, the City Council is of the opinion that the site plan herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Hurst.

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

Section 1. THAT the Comprehensive Zoning Ordinance of the City of Hurst is hereby amended by adopting a site plan with Exhibits "A-H" for TR2A Abstract 1629 Gulaver Wilson Survey, being 9.495 acres located at 501 West Hurst Boulevard.

AND IT IS SO ORDERED.

Passed on the first reading on the 9th day of July 2019 by a vote of _ to _.

Approved on the second reading on the 23rd day of July 2019 by a vote of _ to _.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Discussion and consideration of all matters incident and related to the issuance and sale of "City of Hurst, Texas, General Obligation Bonds, Series 2019", including the adoption of an ordinance authorizing the issuance of such bonds

Supporting Documents:

Ordinance 2421

Meeting Date: 7/9/2019

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

The City's Bond Counsel, Norton Rose Fulbright, L.L.P., provided an Ordinance authorizing the issuance of General Obligation Bonds, Series 2019, in an amount not to exceed \$7.5 million. Proceeds of the sale will be used to pay for constructing, improving, and equipment animal services and adoption facilities and for the cost of issuance of the bonds. Hurst voters approved the proposed bond during the General Election held on May 4, 2019 with approximately 70% voting in favor of the bond.

Both Moody's and Standard & Poor's affirmed our strong bond ratings, which will help ensure competitive bids.

The City's financial advisors, Hilltop, assisted the City in taking the bond package to market. The City expects favorable market pricing, and final pricing and issuance terms will be impacted by market conditions up to twenty-four (24) hours prior to the certificate sale. Hilltop will present all final details including rates during the City Council meeting.

Funding and Sources and Community Sustainability:

Sufficient funding for debt service will be provided for in adoption of the I&S tax rate for FY 2019-2020 budget. Funding the animal services and adoption center is consistent with community approval from the bond election and consistent with the Hurst Way and Strategic Plan. In particular, this project is supported by the strategic priorities of Public Safety, Infrastructure, and Innovation.

Recommendation:

Staff recommends the City Council consider adoption of Ordinance 2421 with the following motion: I move to adopt Ordinance 2421, authorizing the issuance of the City of Hurst, Texas General Obligation Bonds, Series 2019 and resolving other matters incident and related thereto and providing an effective date.

ORDINANCE 2421

AN ORDINANCE authorizing the issuance of “CITY OF HURST, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2019,” specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council (the “City Council”) of the City of Hurst, Texas (the “City”), finds and determines that \$_____ in principal amount of general obligation bonds approved and authorized to be issued at an election held on May 4, 2019, should be issued and sold at this time pursuant to Texas Government Code, Chapter 1331, as amended; a summary of the general obligation bonds authorized at said election and at the election held on November 8, 2005, the principal amounts authorized, amounts heretofore issued and amounts remaining to be issued subsequent hereto being as follows:

<u>Purpose</u>	<u>Date Approved</u>	<u>Principal Amount Approved (\$)</u>	<u>Amounts Previously Issued (\$)</u>	<u>Amounts Being Issued (\$)</u>	<u>*Premium Applied (\$)</u>	<u>Amounts Remaining (\$)</u>
Streets & Drainage	11/08/2005	4,000,000	2,600,00	0	0	1,400,000
			0			
Athletic Complex	11/08/2005	1,700,000	0	0	0	1,700,000
Animal Services and Adoption Facilities	05/04/2019	7,500,000	0	—	—	—
		13,200,000	2,600,000	—	—	—

*Original issue premium in the amount of \$_____ which the City has allocated to and applied against the voted authorization referenced in the above table results in a total amount of \$_____ allocated to and applied against the voted authorization.

AND WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued bonds approved at said elections in one or more installments when, in the judgment of the City Council, funds are needed to accomplish the purposes for which such bonds were voted, and now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HURST:

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “CITY OF HURST, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2019” (hereinafter referred to as the “Bonds”), for the purpose of providing funds for (1) permanent public improvements and public purposes, to wit: constructing, improving, and equipping animal services and adoption facilities, including the acquisition of land therefor and (2) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1331 of the Texas Government Code, as amended.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated July 1, 2019, shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on August 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		

Bonds shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2020.

Section 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the Security Register (defined below) for the Bonds maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas to serve as Paying Agent/Registrar for the Bonds is hereby confirmed and approved, and the City agrees and covenants to cause to be kept and maintained by the Paying Agent/Registrar books and records for the registration, payment and transfer of the Bonds (the “Security Register”), all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement” substantially in the form attached hereto as **Exhibit A** and

such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe; and the Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at their Stated Maturities or upon their earlier redemption only upon presentation and surrender to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York; or, with respect to a successor Paying/Agent Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

Section 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 2029, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028 or on any date thereafter at the redemption price of par, together with accrued interest to the redemption date.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed and the date set for the redemption thereof.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding which is obtained by dividing the principal amount by \$5,000 and shall select the Bonds, or principal amounts thereof, to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class, postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount to be redeemed, shall become due and payable on the redemption date specified, and the accruing of interest shall cease from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Bonds to be redeemed, in whole or in part, by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given or waived as herein provided, such Bond (or the principal amount to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

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

Section 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for

Bonds of like kind, of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated assignee or transferee of the previous Holder, one or more new Bonds of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

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

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

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

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds", evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Bond.

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

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, redemption and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"),

a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC, who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers and the seal of the City on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Dated Date 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 delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

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

Section 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial

purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of the Paying Agent/Registrar and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

The City may provide (i) for the issuance of one fully registered Bond for each Stated Maturity in the aggregate principal amount of each Stated Maturity and (ii) for the registration of such Bonds in the name of a securities depository, or the nominee thereof. While the Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the Holder or registered owner of such Bonds shall mean the securities depository or its nominee and shall not mean any other person.

(b) Form of Definitive Bond.

REGISTERED
NO. R-_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
GENERAL OBLIGATION BOND
SERIES 2019

Dated Date:
July 1, 2019

Interest Rate:

Stated Maturity:

CUSIP No.:

Registered Owner:

Principal Amount:

DOLLARS

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above, the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, until maturity or prior redemption, commencing February 15, 2020. Principal of this Bond is payable at its Stated Maturity or date of redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class, postage prepaid, to the address of the Registered Owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for (1) permanent public improvements and public purposes, to wit: constructing, improving, and equipping animal services and adoption facilities, including the acquisition of land therefor and (2) to pay the costs of issuance, all in accordance with authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1331, as amended, and pursuant to an ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on and after August 15, 2029, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter, at the redemption price of par, together with accrued

interest to the date of redemption and upon thirty (30) days prior written notice being sent by United States Mail, first class, postage prepaid, to the Registered Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

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

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners; the rights, duties and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

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

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

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

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

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

CITY OF HURST, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The office of the Paying Agent/Registrar in East Syracuse, New York, is the Designated Payment/Transfer Office for this Bond.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: _____)

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

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except as follows:

Heading and the first paragraph shall be amended to read as follows:

NO. T-1 \$_____,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
GENERAL OBLIGATION BOND
SERIES 2019

Dated Date:
July 1, 2019

Registered Owner: _____

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND DOLLARS

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

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL INSTALLMENTS (\$)</u>	<u>INTEREST RATE (%)</u>
-------------------------	------------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate(s) of interest specified above, computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2020. Principal installments of this Bond are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in East Syracuse, New York; or, with respect to a successor paying agent/registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class, postage prepaid, to the address of the Registered Owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. If the date for the payment of the Bonds shall be a Saturday, Sunday, legal holiday or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day when such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

Section 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "SPECIAL SERIES 2019 GENERAL OBLIGATION BOND FUND" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

Section 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost or stolen.

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

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

Section 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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

The term "Government Securities", shall mean (i) direct, noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America and (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

Section 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 22. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

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

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
- (2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

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

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

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

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

- (1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
- (2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.
- (3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.
- (4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

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

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Assistant City Manager and City Secretary, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem

necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Bonds to be “qualified tax-exempt obligations” in that the Bonds are not “private activity bonds” as defined in the Code and the reasonably anticipated amount of “qualified tax-exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year 2019 will not exceed \$10,000,000.

Section 15: Sale of Bonds –Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to as the “Purchasers”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to said Purchasers at the price of par plus a cash premium of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement prepared in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of the sale (together with changes approved by the Mayor, Mayor Pro Tem, City Manager or Assistant City Manager, any one or more of said officials), shall be and is hereby approved as to form and content, and the Purchasers are hereby authorized to use and distribute said final Official Statement dated July 9, 2019, in the reoffering, sale and delivery of the Bonds to the public. The Mayor or Mayor Pro Tem and the City Secretary are further authorized to execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers; and, such Official Statement in the final form and content shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 16: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, City Manager, Assistant City Manager and City Secretary, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers, and, together with the City’s financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

Section 17: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale of the Bonds, excluding the amount which is to be used to pay the costs of issuance, shall be amount to be deposited with an official depository of the City to finance the

permanent public improvements referenced in Section 1 hereof. The proceeds of sale of the Bonds not used for the payment of the aforesaid improvements shall be disbursed and deposited for the payment of costs of issuance. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund or, with regard to proceeds, to another fund later established for the payment of any of the Bonds. The \$_____ of premium received in connection with the sale of the Bonds shall be used as follows: \$_____ shall be used for the public improvements as referenced in Section 1 hereof and \$_____ shall be used for costs of issuance.

Section 18: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

Section 19: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 20: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, Bond Counsel to the City, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof shall accompany the global Bonds deposited with DTC, or a reproduction thereof shall be printed on the definitive Bonds in the event the book-entry-only system shall be discontinued.

Section 21: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 22: Continuing Disclosure Undertaking.

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

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2019, financial information and operating data with respect to the City of the general type included under Tables numbered 1 through 6 and 8 through 17 of the Official Statement and (2) within 12 months after the end of each fiscal year ending in or after 2019, and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

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

(c) Notice of Certain Events.

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

- (1) Principal and interest payment delinquencies;

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

For these purposes, (a) any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsections (c)(15) and (c)(16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

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

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

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

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

Section 23: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 24: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, City Secretary, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 25: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 27: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 28: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 29: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 30: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 31: Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 32: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this July 9, 2019.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 9, 2019 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Hurst, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Hurst, Texas, General Obligation Bonds, Series 2019" (the "Securities"), dated July 1, 2019, such Securities scheduled to be delivered to the initial purchasers thereof on or about August 8, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or 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 Section 2270.0201, 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 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

CITY OF HURST, TEXAS

By: _____
Mayor

Address: 1505 Precinct Line Road
Hurst, Texas 76054

Attest:

City Secretary

ANNEX A
Fee Schedule

City Council Staff Report

SUBJECT: Discussion and consideration of all matters incident and related to the issuance and sale of "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019", including the adoption of an ordinance authorizing the issuance of such certificates of obligation

Supporting Documents:

Ordinance 2422

Meeting Date: 7/9/2019

Department: Fiscal Services

Reviewed by: Clayton Fulton

City Manager Review:

Background/Analysis:

The City's Bond Counsel, Norton Rose Fulbright, L.L.P., provided an Ordinance authorizing the issuance of Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019, in an amount not to exceed \$2.0 million. Proceeds of the sale will be used to pay for contractual obligations to be incurred for street and drainage improvements based upon our pavement condition index (for streets) and staff evaluation and analysis of the greatest needs in streets and drainage. In accordance with state law, a notice of intent to sell bonds was published two times in the Fort Worth Star-Telegram. Publication dates were June 2, 2019 and June 9, 2019.

Both Moody's and Standard & Poor's affirmed our strong bond ratings, which will help ensure competitive bids.

The City's financial advisors, Hilltop, assisted the City in taking the bond package to market. The City expects favorable market pricing, and final pricing and issuance terms will be impacted by market conditions up to twenty-four (24) hours prior to the certificate sale. Hilltop will present all final details including rates during the City Council meeting.

Funding and Sources and Community Sustainability:

Sufficient funding for debt service will be provided for in adoption of the I&S tax rate for FY 2019-2020 budget. By timing the issuance with the GO, we will reduce issuance costs and be more efficient in the market and delivery of funds. In addition, the \$2 million investment in our streets and drainage infrastructure will result in maintain

Hurst's high quality infrastructure. This meets the Council's Strategic Priority of Financial Sustainability and Infrastructure.

Recommendation:

Staff recommends City Council consider adoption of Ordinance 2422 with the following motion: I move to adopt Ordinance 2422 authorizing the issuance of the City of Hurst, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019 and resolving other matters incident and related thereto and providing an effective date.

ORDINANCE 2422

AN ORDINANCE authorizing the issuance of "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues from the operation of the City's Waterworks and Sewer System; and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$2,000,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) drainage improvements, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith, has been duly published in the *Fort Worth Star Telegram*, a newspaper hereby found and determined to be of general circulation in the City of Hurst, Texas, on June ____, 2019 and June ____, 2019, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

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

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

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

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title "CITY OF HURST, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) drainage improvements, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated July 1, 2019 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers at the rate(s) per annum shown above in this Section (calculated on the basis of a 360 day year of twelve 30 day months), and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2020 until maturity or earlier redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as

Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 2029 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the

City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/ Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

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

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

request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

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

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in

accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

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

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions

from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date: July 1, 2019 Interest Rate: _____ Stated Maturity: August 15, _____ CUSIP NO: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Hurst (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered

assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2020 until maturity or earlier redemption. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage, landscaping, screening walls, curbs, gutters, sidewalks, signage and traffic signalization incidental thereto and the acquisition of land and rights-of-way therefor, (ii) drainage improvements, including the acquisition of land and rights-of-way therefor and (iii) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after August 15, 2029, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2028, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

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

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City, and are additionally payable from and equally and ratably secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of \$1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of "Prior Lien Obligations" (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the

Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

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

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

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

CITY OF HURST, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

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

DATED: _____

Signature guaranteed:

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

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows: the heading and paragraph one shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF HURST, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2019

Certificate Date: July 1, 2019

Registered Owner: _____

Principal Amount: _____

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

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

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2020 until maturity or earlier redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

(a) The term "Certificates" shall mean the "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019" authorized by this Ordinance.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

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

(d) The term "Fiscal Year" shall mean the regular fiscal year used by the City in connection with the operation of the System, which may mean any twelve consecutive month period established by the City.

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

(f) The term "Gross Revenues" shall mean all revenues, income and receipts of any nature derived or received by the City from the operation and ownership of the System, including the income from the investment or deposit of money in any Fund created for the payment and security of the Prior Lien Obligations or maintained by the City in connection with the System.

(g) The term "Net Revenues" shall mean all Gross Revenues after deducting and paying the current expenses of operation and maintenance of the System, as required by Texas Government Code, Chapter 1502, including all salaries, labor, materials, repairs and extensions necessary to render efficient service, provided, however, that only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any obligations payable therefrom and secured by a lien on and pledge of the Net Revenues thereof, shall be deducted in determining "Net Revenues". Payments made by the City for water supply or treatment of sewage which constitute under law operation and maintenance expense shall be considered herein as expenses incurred in the operation and maintenance of the System. Depreciation shall never be considered as an expense of operation and maintenance.

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

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

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(i) The term “Prior Lien Obligations” shall mean (A) all revenue bonds or other obligations, hereafter issued, payable from and secured by a lien on and pledge of the Net Revenues of the System and (B) obligations hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(j) The term “System” shall mean and include the City’s combined existing waterworks and sewer system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any waterworks or sewer facilities which are declared not to be a part of the System and which are acquired or constructed by the City with the proceeds from the issuance of “Special Facilities Bonds,” which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Net Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities; and such revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Facilities Bonds.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the “SPECIAL SERIES 2019 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND”, and all moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account at a City depository bank. Authorized officials of the City are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available

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

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas, Government Code, Chapter 2256); provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

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

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

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

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

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

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

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

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount not to exceed \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

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

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

Third: To the payment of the limited amounts pledged to the payment of the Certificates.

Fourth: To the payment of all amounts required to be deposited in the special funds created and established for the payment, security and benefit of the "City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018."

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

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

The City covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

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

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

(1) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Sections 1502.056 and 1502.058, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended; and

(2) Other than for the payment of the Prior Lien Obligations, the “City of Hurst, Texas, Tax and Waterworks and Sewer System (Surplus Pledge) Revenue Certificates of Obligation, Series 2018” and the Certificates, the Net Revenues of the System are not currently pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this

Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the limited pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the

Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 38 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

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

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

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

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

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

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

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

manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

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

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

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

(k) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Certificates to be "qualified tax-exempt obligations" in that the Certificates are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year 2019 will not exceed \$10,000,000.

SECTION 24: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to said Purchaser at the price of par plus a cash premium of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered as provided in the winning bid.

SECTION 25: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Secretary, City Manager and Assistant City Manager, any one or

more of said officials), shall be and is hereby in all respects approved and the Purchaser are hereby authorized to use and distribute said final Official Statement, dated July 9, 2019, in the reoffering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

SECTION 26: Proceeds of Sale. The proceeds of sale of the Certificates, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund. Any premium received from the Purchaser shall be deposited and applied in accordance with the applicable provisions of Texas Government Code, Section 1201.042, as amended.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

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

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

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

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

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

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

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that

“financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 6 and 8 through 15 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2019, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

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

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

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;

- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

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

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within

this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

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

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

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

SECTION 39: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or

corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this July 9, 2019.

CITY OF HURST, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 9, 2019 (this "Agreement"), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the "Bank") and the City of Hurst, Texas (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Hurst, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2019" (the "Securities"), dated July 1, 2019, such Securities scheduled to be delivered to the initial purchasers thereof on or about August 8, 2019; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Hilltop Securities Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

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

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or 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 Section 2270.0201, 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 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____

Title: _____

Attest:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

Title: _____

CITY OF HURST, TEXAS

By: _____
Mayor

Address: 1505 Precinct Line Road
Hurst, Texas 76054

Attest:

City Secretary

ANNEX A
Fee Schedule

City Council Staff Report

SUBJECT: Consider Resolution 1737 requesting the State of Texas waive the local government match for the Federal Off-System Bridge Program for equivalent-match project structural improvement work

Supporting Documents:

Resolution 1737

Meeting Date: 7/9/2019

Department: Public Works

Reviewed by: Greg Dickens

City Manager Review:

Background/Analysis:

The Texas Department of Transportation (TXDOT) contacted City staff, in March 2019, concerning an off system bridge (off of the State and Federal system of bridges), in Hurst, that was selected for replacement under the Highway Bridge Rehabilitation/Replacement Program in FY 2022. The bridge selected by TXDOT was the Bedford-Eules Road Bridge over Lorean Branch. TXDOT requires a 10% match by the City or an Equal Match Project (EMP) that is equal in cost to the 10% match amount for the Bedford-Eules Road Bridge. The City wants to be included in the program and submitted the Hurstview Drive Bridge Repairs over Lorean Branch north of West Pipeline Road as the EMP.

The approval of Resolution 1737 is the next step in the bridge replacement process with TXDOT. There should be no additional cost to the City for the proposed bridge replacement by TXDOT other than the EMP cost, which has already been budgeted.

Funding Sources and Community Sustainability:

No additional funding is necessary for the proposed project.

Replacement or rehabilitation of bridges on our arterial streets in the City is directly representative of the Council's strategic priorities of Infrastructure and Public Safety.

Recommendation:

Staff recommends City Council authorize the Mayor to execute Resolution 1737 requesting the State of Texas waive the local government match for the Federal Off-System Bridge Program for equivalent-match project structural improvement work by the City of Hurst.

RESOLUTION 1737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURST, TEXAS, REQUESTING THE STATE OF TEXAS, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, WAIVE THE LOCAL GOVERNMENT MATCH FOR THE FEDERAL OFF-SYSTEM BRIDGE PROGRAM FOR EQUIVALENT-MATCH PROJECT STRUCTURAL IMPROVEMENT WORK, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, City of Hurst, hereinafter referred to as the Local Government owns a bridge located at Bedford-Eules Road over Lorean (Mesquite) Branch, National Bridge Inventory (NBI) Structure Number 02-220-E003-70-001, Local Designation Number _____; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115291 dated August 30, 2019, Control-Section-Job (CSJ) Number 0902-90-130; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions, the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$178,036.00, hereinafter referred to as the "participation-waived" project (PWP); such participation requirement the Local Government

proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

Section 1. THAT the Local Government perform, or cause to be performed, the following equivalent-match project in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Hurstview Drive over Lorean (Mesquite) Branch (02-220-E019-70-001, 0.2 Mi. N. of W. Pipeline Road	Yes	No	Replace Existing Slab Span (Abutments and Interior Bent Remain)	\$294,000
Total				\$294,000
EMP work credited to this PWP*				\$178,036
Balance of EMP work available to associated PWPs				N/A
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

Section 2. THAT in receiving this waiver, the Local Government acknowledge its obligation to conform with all conditions of 43 TAC Section 15.55 (d); such conditions that include but are not restricted to the following:

- A. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
- B. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-

drainage structure, or upgrades the structure of its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.

- C. In performing, or causing to be performed, the equivalent-match project, the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
- D. The work on the proposed equivalent-match project has not begun and will not begin until the local match fund participation waiver approval process has been completed.
- E. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- F. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Section 3. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

Approved this the 9th day of July 2019 by a vote of ____ to ____.

ATTEST:

CITY OF HURST

Rita Frick, City Secretary

Henry Wilson, Mayor

Approved as to form and legality:

City Attorney

City Council Staff Report

SUBJECT: Consider appointments to the Community Services Development Corporation and Crime Control District Board

Supporting Documents:

Meeting Date: 7/9/2019
Department: City Secretary
Reviewed by: Rita Frick
City Manager Review:

Background/Analysis:

This item provides for consideration of appointments to the Community Services Development Corporation and Crime Control District Board.

Funding and Sources and Community Sustainability:

There is no fiscal impact. The appointments are part of the Council's community value of Inclusiveness, providing opportunity for the public to share in guiding the future direction of Hurst.

Recommendation:

There is no staff recommendation.

COUNTY OF TARRANT

STATE OF TEXAS

On the 20th day of June 2019 at 11:00 a.m., the Hurst Senior Citizens Advisory Board of the City of Hurst, Texas, convened in Regular Meeting at the Hurst Senior Center, 700 Heritage Circle, Hurst, Texas, with the following members present:

- Gerald Grieser) Chair
- Joan Stinnett) Members
- Bob Hampton)
- Doris Young)
- Barbara Albright)
- Marie Perry) Alternates
- Elaine Wicker)
- Kyle Gordon) Executive Director of Community Services
- Teri Smith) Community Services Administrative Assistant
- Hannah Titony) Library Assistant II
- Linda Rea) Senior Center Director
- Michelle Varley) Activities Supervisor

with the following members absent: Marcy Davis and Durwood Foote, constituting a quorum, at which time the following business was transacted.

- I. Call to Order**
Gerald Grieser called the meeting to order at 11:00 a.m.
- II. Roll Call of Members**
Teri Smith conducted the Roll Call of Members.
- III. Approval of Minutes**
The minutes from the May 16, 2019 meeting were approved as written.
- IV. Senior Center Director’s Report**
 - A. Statistical Report for May:** The Statistical Report for May was distributed to the Board and reviewed by Linda Rea.

May	
Center Attendance.....	12,072
Number of Members.....	1,898
Volunteer Hours.....	1,196
Net Revenue.....	\$ 15,665
Fitness Center Attendance.....	2,597
Class Attendance.....	2,669
Aquatics.....	170

B. Programs & Events Report: The Programs & Events Report for May was distributed to the Board and reviewed by Michelle Varley.

C. Upcoming Programs & Events: A list of Upcoming Programs & Events was distributed to the Board and reviewed by Michelle Varley.

D. Works in Progress

1. **Conference Room Chairs:** Linda Rea explained that in an effort to save the arms of the conference room chairs from further damage, the Facilities Services Staff raised the level of the conference room table. The damaged chairs have been repaired. Before and after photos were displayed for the Board.

2. **HVAC Repairs:** Kyle Gordon reported that recently two of the HVAC units were failing. Both units have been repaired and City Staff will continue to monitor the system.

E. Staff Activities

1. **Northeast Senior Community Forum:** Linda Rea stated that she continues to attend the Northeast Senior Community Forum on the 3rd Tuesday of every month at the North Richland Hills Public Library from 9:00 to 10:30 a.m. She noted that last month the Assistant District Attorney of Tarrant County gave a presentation on Senior Fraud. She encouraged the Board members to attend these forums.

2. **Personnel Update:** Ms. Rea reported that the Senior Center Maintenance contractor, Araceli Bello, is now a full-time City of Hurst employee.

V. Communications

A. July Senior Pipeline: Michelle Varley distributed copies of the July Senior Pipeline. She noted that a few changes were made last month making the font larger and easier to read.

VI. New Business

None at this time

VII. Informational Items

A. Program Highlight – Craft and Holiday Market: Michelle Varley informed the Board of the Senior Center's Craft and Holiday Market event on Friday, October 18th. She noted that vendor registration will begin July 19th for Senior Center Members. Forms are available at the front counter.

B. Ceramics Class Update: Ms. Varley reported that the ceramics class instructor, Debbie Smith, has passed away and a new instructor, Carole Scoville, is now teaching this class.

- C. **Frozen Fridays Program Update:** Ms. Varley informed the Board that on Friday June 28th the Kickoff event for the Summer Frozen Fridays will take place.
- D. **National Recreation and Park Month Programming:** Michelle Varley stated that July is National Recreation and Park Month. The theme this year is *Game On* and there will be activities throughout the City involving the Parks, Recreation, and Senior Center Divisions. Senior Center activities will include Summer Fun With the Grandkids on July 3rd, Frozen Fridays starting July 12th, Variety Game Night on July 18th, and a pool tournament on July 26th.
- E. **Instructor Appreciation Day Recap:** Ms. Varley explained that every year in May the Senior Center Staff shows their appreciation for all of their instructors by hosting an Instructor Appreciation Luncheon. This year 52 were invited and 35 attended the event.
- F. **Special Events**
 - 1. **Heritage Village Presents Update:** Hannah Titony, Library Assistant, reported that the Summer Kickoff event was held on May 30th with an estimated 300 attendees. She noted that the Fall events include Salsa-y-Salsa on September 5th, Dogtoberfest on October 3rd, and Movie in the Park on November 1st.
 - 2. **Stars and Stripes July 4th Update:** Kyle Gordon gave a brief overview of the July 4th Stars and Stripes event including the children’s area, food court, park closures, parking, and fireworks show.
- G. **Holiday Closure:** Mr. Gordon stated that the Senior Center will be closed on July 4th in observance of the 4th of July Holiday.

VIII. Board Member and Citizen Comments

None at this time.

IX. Adjournment

There being no further business, the meeting was adjourned by Gerald Grieser at 11:47 a.m.

APPROVED this the _____ day of _____, 2019.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

On the 18th day of June 2019, at 5:30 p.m., the Library Board of the City of Hurst, Texas, convened in Regular Meeting at the Library, 901 Precinct Line Road, Hurst, Texas, with the following members present:

Betty Whiteside	)	Chair
Ruth Kennedy	)	Vice-Chair
Janie Melton-Judy	)	Members
Gus Nixon		
Margaret Coleman		
Linda Dibley		
Julie Granquist	)	Alternate
Kyle Gordon	)	Executive Director of Community Services
Jesse Loucks	)	Library Director
Vanessa Patchen	)	Assistant Library Director
Teri Smith	)	Community Services Administrative Assistant
Hannah Titony	)	Library Assistant II

with the following members absent: Peggy Moore, constituting a quorum, at which time the following business was transacted:

I. Call to Order

Chair Betty Whiteside called the meeting to order at 5:30 p.m.

II. Roll Call of Members

Teri Smith conducted the Roll Call of Members.

III. Approval of Minutes

The minutes of the May 21, 2019 regular meeting were reviewed and approved as written.

IV. Librarian's Report

A. Statistical Report for May: The Library Statistical Report for May was distributed to the Board. Jesse Loucks reviewed the report.

May	
Circulation.....	34,153
Number of Active Patrons.....	29,872
Volunteer Hours.....	194
Door Count.....	11,414
Electronic Usage Sessions.....	6,045
Page Views.....	8,790
Net Revenue	\$ 1,583
Children's Programming.....	977
Adult Programming.....	475

- B. **Program & Events Report for May:** The Program & Events Report for May was distributed to the Board. Jesse Loucks reviewed the report. Pictures of the events were displayed.
- C. **Upcoming Programs and Events:** The Upcoming Programs and Events report was reviewed by Jesse Loucks. Pictures were displayed for the Board.
- D. **Works in Progress**
 - 1. **Parking Lot Improvements:** Kyle Gordon gave a brief overview of the Library parking lot improvements including the parking lot overlay that occurred last summer, the ADA accessible sidewalk, crosswalk and yellow crosswalk signage.
 - 2. **Office Equipment Replacement:** Jesse Loucks informed the Board that after over 12 years of use by Library Staff, the main copier was in need of replacement. The copier has been replaced with a new copier with updated features.
- E. **Staff Activities**
 - 1. **Advocacy Team Activities:** Vanessa Patchen explained the recent activity of the Advocacy Team. The Advocacy Core Team created content for training employees on The Hurst Way and the Advocacy Project Team is currently conducting the training for all employees. A video regarding the City of Hurst Code of Ideals was presented to the Board.
 - 2. **Community Outreach:** Hannah Titony informed the Board that Bryce Francis and Miranda Hawkins visit Jack Binion Elementary School each week to provide a themed story time and STEM activity for the BISD Aspire program.
 - 3. **Texas Parks and Wildlife Training:** Vanessa Patchen reported that the Library partners with Texas Parks and Wildlife to allow Library patrons access to fishing gear. Library assistant, Michele Haynes, attended the Texas Parks and Wildlife Department's Angler Instructors Workshop and received her Certificate of Training in an effort to become more knowledgeable in the field of fishing and repairing the Library's fishing equipment.
- V. **Reports of the Committees**
 - A. **Friends of the Hurst Public Library**
 - 1. **May Revenue Report:** The Friends revenue report for May was provided for the Board.

VI. Communications

- A. Community Comments:** Jesse Loucks noted several comments and positive feedback from Library patrons regarding Staff helpfulness and Library Programs.

VII. Unfinished Business

None at this time.

VIII. New Business

- A. Room Rental Policy Update:** Mr. Loucks reviewed the Library Room Rental Policy with the Board and recommended reverting back to the 2008 Room Rental Policy. This would remove the section referring to “no hourly rental fee will be charged to 501C3 non-profit organizations”.

Gus Nixon made a motion to remove the section of the Room Rental Policy referring to “no hourly rental fee will be charged to 501C3 non-profit organizations”.

Linda Dibley seconded the motion and the vote in favor was unanimous.

IX. Informational Items

- A. 2019 Summer Reading Club Update:** Vanessa Patchen gave an update on the 2019 Summer Reading Club program stating that 992 kids, 216 teens, and 709 adults have registered and they have read 1,087,296 minutes so far.
- B. Heritage Village Presents:** Hannah Titony, Library Assistant, reported that the Summer Kickoff event was held on May 30th with an estimated 300 attendees. She noted that the Fall events include Salsa-y-Salsa on September 5th, Dogtoberfest on October 3rd, and Movie in the Park on November 1st.
- C. BISD Reads Kickoff Event Recap:** Ms. Titony gave a recap of the BISD Reads event that occurred on Saturday, June 1st with 1,500 in attendance. The event included numerous activities and treats, library card sign up, and a free book for everyone who attended.
- D. Think Tank Events:** Jesse Loucks gave a brief overview of the Think Tank outreach events that occurred at River Trails Elementary School and Richland Hills Public Library with over 100 attendees at each event.
- E. Police Activities League Summer Camp:** Mr. Loucks informed the Board of the PALS Camp where the Police Activities League brought their camp participants to the Library where they enjoyed a movie, lunch, and a variety of activities. There were 40 kids who participated in the program this year.

F. Holiday Closure: Kyle Gordon informed the Board that the Library will be closed on Thursday, July 4th in observance of the July 4th holiday.

X. Board Member and Citizen Comments

None at this time.

XI. Adjournment

There being no further business, the meeting was adjourned by Chair Betty Whiteside at 6:25 p.m.

APPROVED this the _____ day of _____, 2019.

APPROVED:

ATTEST:

CHAIR

RECORDING SECRETARY

CITY OF HURST
COUNTY OF TARRANT

Final Draft

STATE OF TEXAS

On the 20th day of June, 2019 at 6:00 p.m., the Parks and Recreation Board of the City of Hurst, Texas, convened in its Regular Meeting at the Hurst Public Library, 901 Precinct Line Road, Hurst, Texas, with the following member's present to-wit:

Alan Neace	)	Chairman
Ralph Hurd	)	Members
Karen Spencer)	
Rod Robertson)	
Gary Waldron)	
Bob Walker)	
Jessica Martin	)	Alternates
Will Blackburn)	
Kyle Gordon	)	Executive Director of Community Services
Chris Watson	)	Recreation Director
Kristie Weaver	)	Parks Director
Eric Starnes	)	Director of Facilities & Project Management
Kathleen Nahidi	)	Parks Administrative Assistant
Hannah Titony	)	Library Assistant II

with the following member absent, Pat King, constituting a quorum, at which time the following business was transacted:

- I. **Call to Order:** Alan Neace called the meeting to order at 6:00 p.m.
- II. **Roll Call of Members:** Kathleen Nahidi conducted the Roll Call of Members.
- III. **Approval of Minutes:** Bob Walker made a motion to approve the minutes of the May 16, 2019 regular meeting; Gary Waldron seconded the motion.

AYES: Hurd, Neace, Robertson, Spencer, Waldron, Walker, Martin

NOES: None

IV. **Staff Report:**

A. **Director's Report:**

1. **May Participation Report:** Chris Watson, Recreation Director, presented the following statistics for the May Participation Report:

<u>May</u>	
Recreation Center	14,611
Classroom Programs	1,347
Fitness Center	4,409
Tennis Center	1,029
Facility Rentals	107
Active Members	2,500

2. **Program Highlight:** Chris Watson reported that the June Program Highlight features the Classroom Program's BRAINopolis Summer Camps. He noted that the camps will be run by an outside company in July at the Recreation Center. The camps will focus on the STEM curriculum; Science, Technology, Engineering, and Math. Four camps will be offered: Animakers Factory, Fortnight Gliding, Drones & Aviation, and Building Bolts for Nuts.

B. Special Events:

1. **2019 Fish Stocking Program:** The dates for the upcoming fish stocking at the Chisholm Park Pond were displayed. Kristie Weaver updated the Board regarding the oxygen level issue in the Chisholm Park pond. She reported that agitators were put in the pond to circulate the water, and diffusers have been permanently placed at the bottom of the pond. Fish have since been stocked in the pond with no further issues.
2. **Heritage Village Presents:** Hannah Titony, Library Assistant, reported that the Summer Kickoff event was held on May 30th with an estimated 300 attendees. She noted that the Fall events include Salsa-y-Salsa on September 5th, Dogtoberfest on October 3rd, and Movie in the Park on November 1st.
3. **Healthy Hurst Kid's Triathlon Recap:** Chris Watson reported that the Healthy Hurst Program held its first Kid's Triathlon at Central Aquatics Center on June 1st. The event had 47 kids in attendance.
4. **Dash & Splash Recap:** The 11th Annual Healthy Hurst "Dash & Splash" Fun Run was held on June 8th at Chisholm Aquatics Center. This popular event had a total of 150 registered participants.
5. **Special Needs Swimming Preview:** The Aquatics Centers will offer a Special Needs Swimming event at Central Aquatics Center on June 21st and Chisholm Aquatics Center on August 3rd.
6. **Golden Couples Preview:** The Golden Couples event will be held on June 22nd at the Hurst Senior Citizens Activities Center. 34 couples were pre-registered.

7. **Stars & Stripes Preview:** Chris Watson reported that the 18th Annual Hurst Stars & Stripes event is scheduled for Thursday, July 4th at Hurst Community Park.
8. **Dive-In Movie Preview:** Central Aquatics Center will have its second Dive-in Movie on July 13th. The event will feature the movie *Wreck-It Ralph: Ralph Breaks the Internet*.

C. Works in Progress:

1. **TXDOT Green Ribbon Grant Phase 2:** The project is complete. The contractor is responsible for plant maintenance until September 2019.
2. **TXDOT Green Ribbon Grant Phase 3:** The project has started and will be completed in the summer.
3. **TXDOT Green Ribbon Grant Phase 3a:** The medians at the SH 10 and Hwy 820 intersection are being drastically modified with the upcoming highway construction. The City has paid for a consultant to design the landscape for the medians and the construction will be funded by TXDOT out of the highway project.
4. **TXDOT Green Ribbon Grant Phase 4:** The public bids for the project will be opened on June 28th. After the bids are received, City Staff and TXDOT will review and analyze the bids. The project will be constructed during the fall.
5. **Tennis Center Renovations:** The architect is working on design plans so that construction can start in late 2019. The storage area will be located separate from the main building due to a storm sewer conflict.
6. **Animal Shelter and Dog Park:** Voters approved the \$7.5 million bond package for a new animal services and adoption facility in early May. Currently, Parks Staff is conducting a survey with other cities on the design and construction of area dog parks.
7. **Recreation Center HVAC Replacement:** Facility Services will be replacing a twenty-year-old air-conditioning unit on top of the large gym in approximately one month.
8. **Nancy Lieberman Charities Dream Court Grant:** The Dream Court Grant application at Central Aquatics Center parking lot is under review.

D. Staff Activities:

1. **July Calendar:** Chris Watson reviewed the calendars of events for the month of July.

V. Report of the Committee: None to discuss.**VI. Communications:**

- A. **Social Media Presence:** Chris Watson presented examples of the Recreation Center's Social Media presence.

VII. Unfinished Business: None to discuss at this time.**VIII. New Business:** None to discuss at this time.**IX. Informational Items:**

- A. **Ellis & Associates Operational Safety Audit:** Chris Watson reported that the consulting group, Ellis & Associates, Inc., which provides certification for the Hurst Aquatics Centers' Lifeguard and Learn to Swim programs, makes three unannounced observational visits each season to audit the aquatics staff. Mr. Watson reported the aquatic centers received an "Exceeds" rating in all categories on their first audit of the season.
- B. **Police Activities League Summer Camp Recap:** Chris Watson reported that the Police Department's PALS Camp Program was held June 10th – 14th. The camp is a cooperative effort with the Recreation Department, Library, and Police Department. The Camp took place at the Hurst Public Library, Chisholm Park, and the Chisholm Aquatics Center.
- C. **National Recreation and Park Month Programming:** July is National Parks & Recreation Month. Mr. Watson reviewed the events that will take place during the month of July. He presented the Game On Bingo Card that is offered to families. As families attend the events during the month of July, they can mark them off the card, at the end of the month the card may be submitted for prizes.
- D. **Cottonbelt Trail Update:** Kristie Weaver, Parks Director, presented an update on the Cottonbelt Trail regarding a homeowner that has encroached onto the trail. Staff will continue to monitor the situation.
- E. **Holiday Closures:** Kyle Gordon reported that the Recreation Center, Recreation Administration Office, and Tennis Center will be closed for the July 4th holiday. Chisholm and Central Aquatics Centers will be open.

X. Board Member and Citizen Comments: In response to a Board Member inquiry, Chris Watson reported that Staff is preparing a flyer for Fort Worth residents to announce the new monthly draft option for Recreation Center memberships.

XI. Adjournment: Gary Waldron made a motion to adjourn the meeting, Rod Robertson seconded the motion.

AYES: Hurd, Neace, Robertson, Spencer, Waldron, Walker, Martin

NOES: None

Alan Neace adjourned the meeting at 6:52 p.m.

APPROVED this the _____ day of _____, 20__

APPROVED:

ATTEST:

CHAIRMAN

RECORDING SECRETARY

Future Event Calendar

July 9, 2019

Regular City Council meetings are held on the second and fourth Tuesday of each month. Following are additional meetings, canceled meetings and public event dates.

<u>DATE AND TIME</u>	<u>ACTIVITY</u>
Thursday, July 11, 2019 5:00 p.m.	City Council Work Session City Hall
Saturday, July 13, 2019 8:00 a.m. – 11:00 a.m.	Household Hazardous Waste Service Center
Tuesday, July 23, 2019	Regular City Council Meeting- Cancelled
Tuesday, July 30, 2019 5:00 p.m.	City Council Work Session Hurst Conference Center