



**City Council Meeting  
July 5, 2016**



# City of Robinson

111 W. Lyndale, Robinson, TX 76706-5619  
Phone (254) 662-1415 ❖ Fax (254) 662-1035

## PUBLIC NOTICE

**THE ROBINSON CITY COUNCIL WILL MEET ON TUESDAY, JULY 5, 2016 AT 6:00 P.M. IN THE COUNCIL ROOM AT ROBINSON CITY HALL, 111 WEST LYNDALE, ROBINSON, TEXAS TO CONSIDER AND ACT ON THE ITEMS ON THE FOLLOWING AGENDA.**

1. Call to order
2. Invocation
3. Roll Call.
4. Approve Minutes: June 7, 2016.
5. Citizen Comments.
6. **PUBLIC HEARING:** Conduct a public hearing and consider the Final Plat for Phase II Liberty Ranch, located in the City of Robinson, McLennan County, Texas.
7. Consider all matters incident and related to the issuance and sale of City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016, including the adoption of an ordinance authorizing the issuance of such certificates of obligation.
8. Consider authorizing extension of the Waco Metropolitan Area Regional Sewer System (WMARSS) 2013 agreement for operation and management of facilities.
9. Consider Resolution 2016-005 ordering a General Election for the City of Robinson on November 8, 2016 to be held as a Joint Election with McLennan County.
10. Consider an agreement between McLennan County and the City of Robinson for the purpose of conducting a joint election.
11. Consider agreement between the City of Robinson and the Greater Robinson Chamber of Commerce authorizing the use of the Robinson Community Center.

**City Council Meeting Agenda  
July 5, 2016  
Page 1 of 2**

12. Discussion regarding the 2016 Budget Calendar.
13. Councilmember requests for items to be placed on future agendas.
14. Adjourn.

***\*The Governing Body reserves the right to go into Executive Session on any of the above items as provided by Government Code Chapter 551.***

***\*Public Hearings will be held in accordance with procedures set forth in Resolution R-95-011, adopted by the City Council on June 13, 1995.***

***Note: Persons with disabilities who plan to attend this meeting and who need auxiliary aids or services should contact the City Secretary at 254-662-1415 at least twenty-four (24) hours before this meeting so that appropriate arrangements can be made.***



**COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #3**

**CALL TO ORDER:**

**INVOCATION:**

**ROLL CALL:**

	<b>PRESENT</b>	<b>ABSENT</b>
<b>ROGERS</b>	_____	_____
<b>STIVENER</b>	_____	_____
<b>LEUSCHNER</b>	_____	_____
<b>ECHTERLING</b>	_____	_____
<b>MASTERGEORGE</b>	_____	_____
<b>JANICS</b>	_____	_____
<b>BAKER</b>	_____	_____



**COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #4**

**DEPT./DIVISION SUBMISSION & REVIEW:**

Jana Lewellen, City Secretary

**ITEM DESCRIPTION:** Approve Minutes: June 7, 2016.

**STAFF RECOMMENDATION:** Approve minutes as presented in item description.

**ITEM SUMMARY:** A copy of the minutes from the June 7, 2016 has been provided for review.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

June 7, 2016 Regular Meeting Minutes

## MINUTES OF CITY COUNCIL MEETING JUNE 7, 2016

1. **Call to order.** Meeting was called to order at 6:00 P.M. by Mayor Bert Echterling.
2. **Invocation.** Jimmy Rogers provided the Invocation.
3. **Roll Call.** Councilmembers present: Jimmy Rogers, Jeremy Stivener, Vernon Leuschner, Bert Echterling, Jim Mastergeorge, and Steve Janics. Councilmember Doye Baker was absent.
4. **Approve Minutes from: May 3, 2016, and May 10, 2016:** Jeremy Stivener motioned to approve the minutes from May 3, 2016 and May 10, 2016 meeting as written. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
5. **Citizen Comments.** Paula Collins, 805 Lux Drive, Robinson, Texas 76706, spoke regarding drainage and street conditions; Rusty Steed, 2781 Hillside Drive, Robinson, Texas, 76706, spoke regarding property taxes, and ditches located along Hillside Drive; Don Binder, 1207 E Stegall Road, Robinson, Texas 76706, spoke regarding animal at large ordinance; Paul Beden, 907 Betsy, Robinson, Texas 76706, spoke regarding street conditions; John Vorderkunz, 1811 Greig Drive, Robinson, Texas 76706, spoke regarding the speed limit, parking, street conditions, and exposed water line along Grieg Drive; and Linda Vaughn with the Greater Robinson Chamber of Commerce requested a retreat with the Robinson City Council to discuss the needs of the Chamber.

*(Item 15 was discussed immediately following Item 5)*

15. **Discussion regarding Water Use Permit No. 5085.** City Manager Craig Lemin provided a brief overview regarding the requirement to construct reservoir 2 as required by Water Use Permit 5085B. Mike Meadows, 347 Howe Hill Road, Robinson, Texas 76706, also spoke regarding the necessity to begin construction of reservoir 2. No action taken.
6. **PUBLIC HEARING: Conduct a public hearing and consider the Final Plat for Leasing Center Drive Addition Lot 1 Block 1, to the City of Robinson, McLennan County, Texas. The public hearing was opened at 6:32 p.m.** Barry Lightfoot, Interim Planning Director, addressed the Council, and provided a brief overview of the final plat. Mr. Lightfoot noted the Planning and Zoning Commission met on May 17, 2016, and recommended approval by a vote of 5-0. Patrick Matus, P O Box 759 Hewitt, Texas 76643, spoke in favor, and respectfully requested approval. After no additional comments, the public hearing was closed at 6:45 p.m. Following a brief discussion by Council, Steve Janics motioned to approve the final plat as presented. Jimmy Rogers seconded this motion. Voting in favor: Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

7. **SECOND AND FINAL READING: Consider approval of Ordinance 2016-002 approving the Waco McLennan County Public Health District adoption of the 2015 Texas Food Establishment Rules.** City Manager Craig Lemin presented this item to Council, and noted this item was approved on First Reading at the May 3, 2016 City Council Meeting. Following discussion Jimmy Rogers motioned to approve Ordinance 2016-002 as presented on second and final reading. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
8. **Consider approval of Resolution 2016-03 authorizing the appointment of a voting representative for the City of Robinson to the Waco Metropolitan Planning Organization Policy Board.** City Manager Craig Lemin provided an overview of this item and stated the MPO would prefer the appointment of an elected official to represent the City's interests with the organization. Following discussion Jeremy Stivener motioned to appoint Councilmember Steve Janics as the voting representative for the City of Robinson. Jim Mastergeorge seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
9. **Consider approval of Resolution 2016-04 amending, reviewing and approving the written investment policy.** City Manager Craig Lemin presented this item and stated the Texas Public Funds Investment Act requires that a local government investing public funds must adopt a written investment policy, and review its investment policy annually. Mr. Lemin said the City last adopted an investment policy in 2012, and stated the proposed investment policy presented meets all requirements of the PFIA. Following discussion Jim Mastergeorge motioned to approve Resolution 2016-004 amending and approving the investment policy and appointing Councilmember Jeremy Stivener to the Investment Committee as required. Steve Janics seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
10. **Consider acceptance of a Local Option Petition.** City Secretary Jana Lewellen provided a brief overview of this item and stated an application was received by the City on March 7, 2016 for the purpose of "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only". Mrs. Lewellen stated the application was verified, and the petitions were issued on March 10, 2016. Mrs. Lewellen said the number of required signatures were received and verified, and recommend acceptance of the petition as presented. Following discussion Jimmy Rogers motioned to accept the local option petition as presented. Steve Janics seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.
11. **Consider the use of City owned property located at 106 W Lyndale by the Greater Robinson Chamber of Commerce.** Chamber President Linda Vaughn, on behalf of the Greater Robinson Chamber of Commerce, requested the use of the Robinson Community Center located at 106 W Lyndale Drive for various meetings conducted by the Chamber.

Following discussion Jim Mastergeorge motioned to direct staff to prepare a general use agreement allowing the Chamber to use the property located at 106 W Lyndale Drive and bring back to Council for final approval. Jeremy Stivener seconded this motion. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

**12. Consider approval of the Robinson Police Department Cadet Training Reimbursement Agreement.** Chief of Police Rusty Smith presented this item and stated the reimbursement agreement will allow the police department to recruit from a much larger group of applicants, and will allow the department to send a qualified unlicensed candidate through the police academy. Following discussion Councilmember Jimmy Rogers motioned to approve the Robinson Police Department Cadet Training Reimbursement Agreement as presented. Voting in favor; Rogers, Stivener, Leuschner, Mastergeorge, Janics, and Echterling. Motion carried unanimously.

**13. Discussion regarding the Robinson Police Department radio system.** Chief of Police Rusty Smith provided a presentation addressing the current status of the VHF radio system, a summary of the issues, and possible future considerations moving to the 800 MHz radio system. No action taken.

**14. Discussion regarding FY 2016/2017 Budget Process.** City Manager Craig Lemin discussed the proposed budget process for FY 2016/2017. Mr. Lemin stated a draft budget calendar will be presented at the July meeting. No action taken.

**16. Executive Session:** A closed meeting will be held pursuant to *Section 551.071 of the Government Code (V.C.T.A.)* so that the City Council can seek and receive legal advice from its attorneys regarding Water Use Permit No. 5085 if necessary. (This item was removed).

**17. Action regarding subject matters set forth in the executive session.** (This item was removed, and no action taken).

**18. Councilmember requests for items to be placed on future agendas.** Councilmember Vernon Leuschner requested discussion the regarding property use located at S. 3<sup>rd</sup> Street.

**19. Adjourn.** Meeting adjourned at 9:22 p.m.

---

Bert Echterling, Mayor

ATTEST:

---

Jana Lewellen, City Secretary



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #5**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Bert Echterling, Mayor

**ITEM DESCRIPTION:** Citizen Comments.

### **STAFF RECOMMENDATION:**

**ITEM SUMMARY:** *This is an opportunity for citizens to address the City Council on matters which are not scheduled for consideration. In order to address the Council, please complete a Speaker's Request Form and submit to the City Secretary prior to the start of the Council meeting. All comments must be directed to the Presiding Officer, rather than an individual Council Member or city staff. Comments are limited to three minutes and must pertain to the subject matter listed on the Speaker's Request Form. Council may not comment publicly on issues raised, but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any "deliberation" as defined by Chapter 551 of the Government Code, as now or hereafter amended.*

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/21/2016**

**Meeting Date: 07/06/2016**

**Item #6**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Barry Lightfoot, Interim Planning Director

**ITEM DESCRIPTION: PUBLIC HEARING:** Conduct a public hearing and consider the Final Plat for Phase II Liberty Ranch, located in the City of Robinson, McLennan County, Texas.

**STAFF RECOMMENDATION:** Recommend approval of Final Plat as presented in item description.

**ITEM SUMMARY:** The Planning and Zoning Commission was schedule to meet on June 21, 2016 at 6.00 pm. This meeting was canceled due to lack of quorum. City staff has reviewed the plat and find it acceptable based upon review by the City Engineer.

**FISCAL IMPACT:** None

### **ATTACHMENTS:**

Final Plat Application

Final Plat

Public Notice

### APPLICATION FOR SUBDIVISION PLATS CITY OF ROBINSON, TEXAS

Case No.: \_\_\_\_\_ Date Received: 4/25/16 Standard Review: \_\_\_\_\_ Informal Review: \_\_\_\_\_  
 Subdivision Type:  Preliminary  Final  Amended  Vacated  Subdivision Affidavit

(City of Robinson Office Use Only)

(Items below to be completed by the Applicant)

I (we) hereby make application for the subdivision of land described below on the accompanying plat and field notes, under the authority of the State of Texas and City of Robinson Subdivision Ordinance Regulations. I will submit four (4) copies 18" x 24", one reduced copy 8 1/2" x 11", and a CD/Electronic file of the application and subdivision plat. The application fee for preliminary plats is \$300.00. The application fee for standard final, replat or amended plat review is \$300.00. The application fee for a minor plat is \$300.00. The informal minor plat fee is due at the time the completed documents are provided to the City of Robinson for recording. *No applications for standard plat review will be accepted without submitting the filing fee with this application.*

This application for the subdivision of land shall be submitted to Attn. Tracy Lankford, City of Robinson, 111 W. Lyndale, Robinson, Texas 76706, (254) 662-1415 within the prescribed monthly deadline for submittal for standard plats. Minor plats may be submitted at any time of the week (i.e. a pre-application conference is recommended before submittal for all plat submittals). If you will be late in submitting your subdivision plat, please contact our office so arrangements may be made to accommodate you. A listing of monthly deadlines for submittal of standard plats may be obtained from the City of Robinson. Assistance in completing this application will also be provided by City of Robinson Staff.

Name of Subdivision: Liberty Ranch 2  
Addition Lot(s) Block Part Phase

Name & Address of the Owner:  
Echterling Builders Inc.  
200 Hillside Dr  
Robinson, Tx 76706  
 City State Zip Code

Name & Address of the Surveyor(s)  
1519 Surveyors  
5054 Franklin  
Waco, Tx 76710  
 City State Zip Code

  
 Signature

  
 Signature

Describe the location of the property as submitted by this application. This may be in the form of a street address, general physical description, or nearest intersection.  
extension of Violet Dr off Ranch Creek Dr.

Please provide the following recording information and a copy of the document(s) listed below with this application:

Doc # 2014018044

Ownership (deed): Vol. \_\_\_\_\_ Pg. \_\_\_\_\_ Restrictions/Covenants: Vol. \_\_\_\_\_ Pg. \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

List all lien(s) on the property, and provide the name, address, phone number, and current

position of the person who will sign the lienholder acknowledgement:

American Bank

School District: Robinson Land Use: R-1 Zoning Classification: R-1

Existing Structure(s):      Yes      No Proposed Use of the property: S-F residential

Water Supply: City of Robinson Electric Service: Oncor

Telephone Service: SWB Television Cable Service: Time Warner/Grande

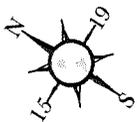
Sewage Disposal: City of Robinson Gas Service: None

This statement acknowledges the receipt of the application for standard and informal requests for the Subdivision of Land to the City of Robinson. All required information and documents for standard plat review by City Staff and utility companies have been submitted with this application.

If this application is for the submittal of informal minor plat review, then this action by City Staff does not constitute official acceptance by the City of Robinson for standard processing of the subdivision plat as required by State of Texas statutes.

Date of Receipt: 4-25-16

Signed: [Signature]  
City of Robinson



0' 100' 200'  
(SCALE: 1" = 100')

ECHTERLING BUILDERS  
CALLED 40 ACRES  
M.C.C.D. 2014018044  
O.P.R.M.C.T.

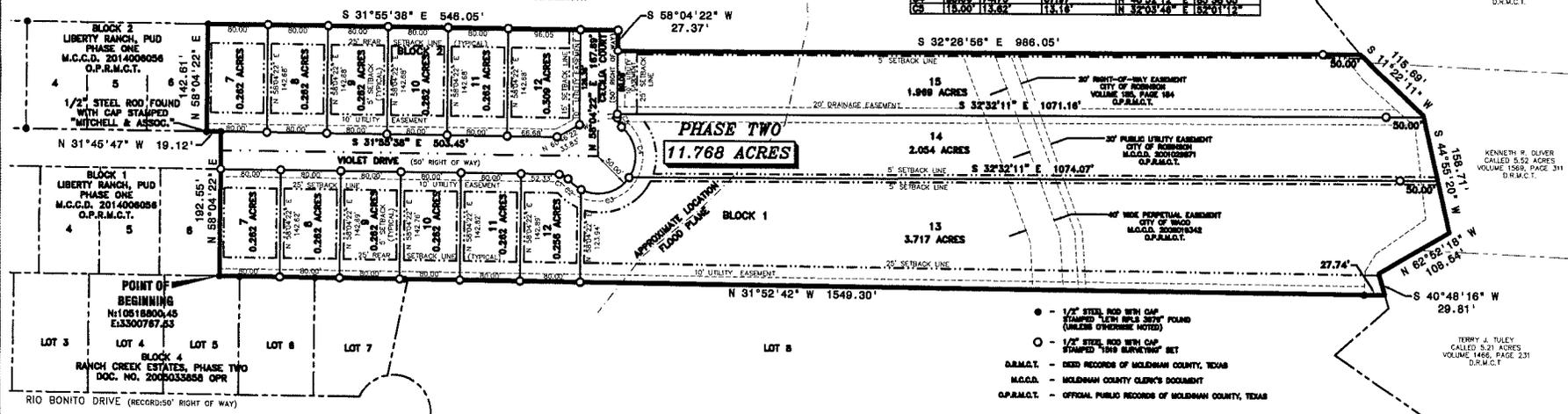
LINE BEARING	DISTANCE
L1 N 89°02'22" E	6.00'

CURVE	INDICATED LENGTH	CHORD	CHORD BEARING	AREA
1	11.00'	11.00'	S 07°05'14" E	120.00 SQ
2	50.00'	122.70'	S 13°10'	120.00 SQ
3	50.00'	117.00'	S 88°37'	120.00 SQ
4	18.00'	13.65'	N 82°52'18" W	120.00 SQ

ROBERT E. MACY  
CALLED 6.26 ACRE  
VOLUME 1291, PAGE 711  
D.R.M.C.T.

KENNETH W. OLIVER  
CALLED 5.52 ACRES  
VOLUME 1569, PAGE 311  
D.R.M.C.T.

TERRY J. TULEY  
CALLED 8.21 ACRES  
VOLUME 1466, PAGE 231  
D.R.M.C.T.



STATE OF TEXAS  
COUNTY OF MCLENNAN

Echterling Building, owners of the tract of land described above, wishing to subdivide same into lot and block do hereby accept the plat attached hereto and titled "LIBERTY RANCH, PUD, PHASE TWO, TO THE CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS" as its legal subdivision of same. It does hereby deed all rights of way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights of way or easements shall be placed at no risk or obligation to the Public and City of Robinson, Trustee for the Public to hold these easements; the City shall bear no responsibility if such improvements are damaged or destroyed in the utilization of these rights of way or easements. The sale of all lot shown on this plat shall be made therewith, subject to all restrictions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

Echterling Builders  
  
by: Bert Echterling, President  
Echterling Builders, Inc.  
200 Hillside Drive  
Robinson, Texas 76706

STATE OF TEXAS  
COUNTY OF FREESTONE

Before me, the undersigned authority, Notary Public in and for the State of Texas, on this day personally appeared, Joe Bill Reid, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF MCLENNAN

I hereby certify that the above and foregoing plat and field notes of the "LIBERTY RANCH, PUD, PHASE TWO, TO THE CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS" was approved on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Jana Lewellen  
City Secretary

STATE OF TEXAS  
COUNTY OF MCLENNAN

I hereby certify that the attached and foregoing plat of the "LIBERTY RANCH, PUD, PHASE TWO, TO THE CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS", Complies with Appendix B of the Robinson Subdivision Ordinance, and was approved on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Barry Lightfoot, Interim Director  
Planning and Development

SURVEYOR'S CERTIFICATION

That I, James David Dossey, do hereby certify that I made an actual and accurate survey of the platted land and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Robinson, Texas.

\_\_\_\_\_, 2016

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

James David Dossey  
R.P.L.S. No. 6112

BOUNDARY DESCRIPTION

STATE OF TEXAS  
COUNTY OF MCLENNAN

BEING all that tract of land in the City of Robinson, McLennan County, Texas, out of the Carlos O'Campo Grant, and being part of that called 40 acres of land described in a deed to Echterling Builders as recorded in McLennan County Clerk's Document (M.C.C.D.) 2014018044 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), and being further described as follows:

BEGINNING at a 1/2 Inch Steel Rod with cap Stamped "LETH RPLS 3879" Found in the west line of said 40 acres and the east line of Lot 5, Block 4 of Ranch Creek Estates, Phase Two as shown on the plat recorded in M.C.C.D. 200903838 of the O.P.R.M.C.T., being also the southwest corner of Lot 6, Block 1 of Liberty Ranch PUD, Phase One as shown on the plat recorded in M.C.C.D. 2014006056 of the O.P.R.M.C.T.

THENCE with the south line of said Liberty Ranch, Phase One the following 3 bearings and distances:

- North 58 degrees 04 minutes 22 seconds East, 192.55 feet to a 1/2 Inch Steel Rod with cap Stamped "LETH RPLS 3879" Found in the east Right of Way line of Violet Drive (50' Right of Way);
- North 31 degrees 45 minutes 47 seconds West, 19.12 feet to a 1/2 Inch Steel Rod with cap Stamped "MITCHELL & ASSOC." Found for the southwest corner of Lot 6, Block 2 of said Liberty Ranch, Phase One;
- North 58 degrees 04 minutes 22 seconds East, 142.61 feet to a 1/2 Inch Steel Rod with cap Stamped "LETH RPLS 3879" Found for the southeast corner of said Lot 6, Block 2 of said Liberty Ranch, Phase One;

THENCE crossing said 40 acres the following 3 bearings and distances:

- South 31 degrees 55 minutes 38 seconds East, 546.05 to a 1/2 Inch Steel Rod with cap Stamped "1519 SURVEYING" Set for an ell corner of the herein described tract;
- South 58 degrees 04 minutes 22 seconds West, 27.37 feet to a 1/2 Inch Steel Rod with cap Stamped "1519 SURVEYING" Set for an interior ell corner of the herein described tract;
- South 38 degrees 25 minutes 56 seconds East, 986.05 feet to a point in the south line of said 40 acres, the north line of that called 6.26 acre tract of land described in a deed to Robert E. Macy as recorded in Volume 1291, Page 7 of the Deed Records of McLennan County, Texas (D.R.M.C.T.) and the approximate centerline of Flat Creek from which a 1/2 Inch Steel Rod with cap Stamped "1519 SURVEYING" Set for reference bears North 38 degrees 26 minutes 56 seconds East, 50.00 feet;

THENCE with the south line of said 40 acres and with the approximate centerline of said Flat Creek and its meanders the following 4 bearings and distances:

- South 11 degrees 22 minutes 11 seconds, 115.69 feet to a point from which a 1/2 Inch Steel Rod with cap Stamped "1519 SURVEYING" Set for reference bears North 32 degrees 32 minutes 11 seconds West, 50.00 feet;
- South 44 degrees 55 minutes 20 seconds West, 158.71 feet to a point;
- North 62 degrees 52 minutes 18 seconds West, 108.54 feet to a point;
- South 40 degrees 48 minutes 16 seconds West, 29.81 feet to a point for the southwest corner of said 40 acres, the southeast corner of Lot 8, Block 4 of said Ranch Creek Estates, Phase Two from which a 1/2 Inch Steel Rod with cap Stamped "LETH RPLS 3879" Found for reference bears North 31 degrees 52 minutes 42 seconds West, 27.74 feet;

THENCE North 31 degrees 52 minutes 42 seconds West, with the common line of said 40 acres and said Ranch Creek Estates, Phase Two, 150.20 feet to the Point of Beginning, containing 11.768 acres of land.

Bearings based on Grid North, State Plane Coordinate System, NAD83, Texas Central Zone.

LIBERTY RANCH, PUD, PHASE TWO, TO THE  
CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS  
being part of that called 40 acre tract of land described in a deed  
to Echterling Builders as recorded in  
McLennan County Clerk's Document 2014018044 of the  
Official Public Records of McLennan County, Texas.

FINAL PLAT LOTS 7-15, BLOCK 1 AND LOTS 7-12, BLOCK 2 PHASE TWO, LIBERTY RANCH VIOLET DRIVE CITY OF ROBINSON MCLENNAN COUNTY, TEXAS	1519 Job No.: 8549	Drawn By: JEM
	Sheet 1 of 1	Reviewed By: JDD
	Property Address: Violet Drive Robinson, Texas	Prepared For: Bert Echterling Echterling Builders, Inc.

**1519 Surveying, LLC**  
2014 Franklin Avenue, Suite A, Waco, TX 76767  
www.1519surveying.com

## PUBLIC NOTICE

The City of Robinson Planning and Zoning Commission will meet and conduct a Public Hearing to receive comments on Tuesday, June 21<sup>th</sup> 2016 at 6:00 PM in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the following final plat:

1. **Final Plat: Phase II Liberty Ranch**

The Robinson City Council will conduct a Public Hearing and consider the recommendation of the Planning and Zoning Commission at its meeting on Tuesday, July 5<sup>th</sup>, 2016 at 6:00 p.m. in the Council Room at Robinson City Hall, 111 W. Lyndale, Robinson, Texas to consider the above mentioned Final Plat.

Jana Lewellen, City Secretary



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 07/01/2016**

**Meeting Date: 07/05/2016**

**Agenda Item #7**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Craig Lemin, City Manager

**ITEM DESCRIPTION:** Consider the approval of Ordinance 2016-004 authorizing the issuance and sale of City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016.

**STAFF RECOMMENDATION:** Approve Ordinance 2016-004

**ITEM SUMMARY:** During the May 3<sup>rd</sup>, 2016 meeting, council approved Resolution 2016-002 considering all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation not to exceed \$10 Million. This ordinance completes that process with the sale of the certificates of obligation. Staff, working with the City's engineers, determined that less than the \$10 million was needed to fund the scheduled project. The amount of the issuance was reduced to \$6.75 million. These funds will be used to construct reservoir number 2 authorized in Water Use Permit 5085 and to begin construction by the required date in the Texas Commission on Environmental Quality order extending the 1991 permit deadlines. Failure to meet the required date will result in the City losing its remaining water rights.

Jennifer Douglas with Specialized Public Finance Inc. will be at the meeting to provide the information regarding the sale and answer questions. A representative from the bond attorneys, Norton Rose Fulbright will also be present.

**FISCAL IMPACT:** \$6.75 million in bond funds to be paid over 20 years by future water sales. This cost has already been built into the rate structure previously adopted by council.

### **ATTACHMENTS:**

Draft ordinance (final ordinance will be completed upon sale.

Notice of Intent Publication

ORDINANCE NO. 2016-\_\_\_\_\_

AN ORDINANCE authorizing the issuance of "CITY OF ROBINSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; 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 a Purchase Agreement, and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$10,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, and (ii) professional services rendered in relation to such projects and the financing thereof, has been duly published on May 27, 2016 and June 3, 2016, in the *Hometown News*, a newspaper hereby found and determined to be of general circulation in the City of Robinson, Texas, 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 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 ROBINSON, 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 ROBINSON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, and (ii) professional services rendered in relation to such projects and the financing thereof, 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, 2016 (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>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Certificates shall bear interest on the unpaid principal amounts from the date of the delivery of the Certificates to the initial purchasers, anticipated to be August 4, 2016 (the "Delivery Date") at the rates 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, 2017, until maturity or prior 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 or Mayor Pro Tem 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 commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names 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, 2026 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, or by any other customary method that results in a random selection, by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Mandatory Redemption. The Certificates maturing on August 15, 20\_\_ and August 15, 20\_\_ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$ ,000
August 15, 20	\$ ,000
August 15, 20	\$ ,000
August 15, 20	\$ ,000 (maturity)

Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$ ,000
August 15, 20	\$ ,000
August 15, 20	\$ ,000
August 15, 20	\$ ,000 (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.

At least forty-five (45) days prior to a 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.

(c) 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 or by any other customary method that results in a random selection.

(d) 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, 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.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such 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 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) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates 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) authorized in Section 8) 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. 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 of this Ordinance relating to the payment, transfer, and 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 of this Ordinance.

**SECTION 7: Execution - Registration.** The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance 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 above with principal installments to become due and payable as provided in Section 2 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 (the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be 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 purchasers, or the designee thereof. Any time after the delivery of the Initial Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the 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 for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, 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, 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 ROBINSON, TEXAS,  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION,  
SERIES 2016

Certificate Date: July 1, 2016      Interest Rate: \_\_\_\_\_%      Stated Maturity: August 15, 20\_\_\_\_      CUSIP No.: \_\_\_\_\_      Delivery Date: August 4, 2016

Registered Owner:

Principal Amount:

The City of Robinson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of McLennan, 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 Delivery Date at the per annum rate of interest specified above computed upon the basis of a 360-day year of twelve (12) 30-day months. 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. Accrued interest on the unpaid principal amount hereof is payable on February 15 and August 15 in each year, commencing February 15, 2017, 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 such 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) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, and (ii) professional services rendered in relation to such projects and the financing thereof, 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 dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20		Term Certificates due August 15, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20	\$ ,000	August 15, 20	\$ ,000
August 15, 20	\$ ,000	August 15, 20	\$ ,000
August 15, 20	\$ ,000	August 15, 20	\$ ,000
August 15, 20	\$ ,000 (maturity)	August 15, 20	\$ ,000 (maturity)

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after August 15, 2026, 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, or any other customary method that results in a random selection, by the Paying Agent/Registrar), on August 15, 2025, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

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

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

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such 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 Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City, and are additionally payable from and secured by a limited pledge of the Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge, however, being limited to an amount of \$1,000 and, together with the parity pledge securing the payment of the Previously Issued Certificates (identified and defined in the Ordinance), being junior and subordinate to the prior lien and pledge of such Net Revenues securing the payment of Prior Lien Obligations (defined in the Ordinance) hereafter issued. 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 (identified and defined in the Ordinance) payable from the same sources as the Certificates and, together with the Previously Issued Certificates and 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 upon its prior 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 aforesated. 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.

CITY OF ROBINSON, 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.

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

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 heading and first paragraph of the form of a single fully registered Initial  
Certificate shall be modified as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF ROBINSON, TEXAS,  
COMBINATION TAX AND REVENUE  
CERTIFICATE OF OBLIGATION,  
SERIES 2016

Certificate Date: July 1, 2016

Delivery Date: August 4, 2016

Registered Owner: Hilltop Securities Inc.

Principal Amount:

The City of Robinson (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of McLennan, 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 the years and in principal installments in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Installments</u>	<u>Interest</u> <u>Rate(s)</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 Delivery Date 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, 2017, until maturity or prior 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 appear herein without qualifying language, are defined to mean as follows:

(a) The term "Certificates" shall mean the "City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017" 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 "Prior Lien Obligations" shall mean the bonds or other obligations hereafter issued by the City payable solely from and secured only by a lien on and pledge of the Net Revenues of the System in the same manner as the Certificates but possessing a lien on and pledge of such Net Revenues prior in right and claim to the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(e) The term "Fiscal Year" shall mean the twelve month accounting period used with respect to the operations of the System ending September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) 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, (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 under applicable State law that may be used to defease obligations such as the Certificates.

(g) The term "Net Revenues" shall mean all income and revenues derived from the operation and ownership of the System, less the expense of operation and maintenance, 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 maintain the operations 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 from Net Revenues shall be deducted in determining "Net Revenues".

(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 "Previously Issued Certificates" shall mean the outstanding and unpaid City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2007, dated July 1, 2007, originally issued in the principal amount of \$4,975,000, City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2010, dated February 15, 2010, originally issued in the principal amount of \$3,500,000, City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2012, dated December 1, 2012, originally issued in the principal amount of \$9,305,000, City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2013, dated February 1, 2013, originally issued in the principal amount of \$9,305,000, and City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligations, Series 2015, dated July 1, 2015, originally issued in the principal amount of \$9,170,000,

(j) The term "System" shall mean all properties, facilities, and plants currently owned, operated, and maintained by the City for the supply, treatment, and transmission of treated potable water and for the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, replacements, and additions thereto.

**SECTION 11: Certificate Fund.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2016 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 the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Finance Director, and City Secretary of the City, individually or jointly, 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) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied 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, together with any other lawfully available revenues of the City, 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, together with any other lawfully available revenues of the City, 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 (or a sinking fund of 2% if greater than the amount 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 aggregate amount of \$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 thereon 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 shall be on a parity in all respects with the lien on the Net Revenues securing the payment of the Previously Issued Certificates and additional obligations, if issued. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall constitute a lien on and pledge of the Net Revenues securing the payment of the Certificates until such time as the City shall pay all of such \$1,000, which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended ("Chapter 1208").

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

SECTION 14: System Fund. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the City, and shall be deposited from day to day as collected into the "City of Robinson Combined Utility System Fund" (hereinafter called the "System Fund"), which fund shall be created, established and maintained at an official depository bank of the City. All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable operating and maintenance 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 the amounts required to be deposited in the special funds and accounts 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 thereof; and

Third: To the payment, equally and ratably, of the limited amounts pledged to the payment of the Previously Issued Certificates and the Certificates.

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:

(a) 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 1502.052 and Texas Local Government Code, Sections 271.052.

(b) Other than for the payment of the Previously Issued Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

**SECTION 18: Issuance of Prior Lien Obligations.** The City expressly reserves and retains the right and authority to hereafter issue Prior Lien Obligations, payable from and secured by a lien on and pledge of the Net Revenues of the System, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise. In addition, the City reserves the right to issue additional obligations payable from and secured by a lien on and pledge of the Net Revenues of the System in the same manner and to the same extent as the Previously Issued Certificates and 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 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, 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 City 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, Finance Director, and City Secretary, 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 2016 will not exceed \$10,000,000.

**SECTION 24: Sale of Certificates.** The Certificates authorized by this Ordinance are hereby sold by the City to Hilltop Securities Inc. (the "Purchaser") in accordance with the Purchase Agreement, dated August 4, 2016 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes,

which terms of sale are declared to be in the best interests of the City. The Mayor or the Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City; and, as the act and deed of this Council and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines, and declares that the representations, warranties, and covenants of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

**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 Manager, Finance Director or City Secretary, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated August 4, 2016, in the offering, sale and delivery of the Certificates to the public.

**SECTION 26: Proceeds of Sale.** The proceeds of sale of the Certificates (less premium in the amount of \$\_\_\_\_\_ and amounts to pay costs of issuance) shall be deposited in a construction fund maintained at a City depository. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Premium in the above amount and 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.

**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, 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 DTC 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. Subject to Section 18 hereof, 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:

"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 of the City beginning in the year 2016, financial information and operating data with respect to the City of the general type included in the final Official Statement in Tables 1 through 5 and 7 through 11, and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2016, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles 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, and in substantially the form included in the Official Statement, and (ii) 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 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) Material Event Notices. 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; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding paragraph 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.

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.

(d) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, 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) hereof 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 and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell 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) hereof 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, Finance Director, 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, Finance Director, 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: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

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

SECTION 42: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof, in accordance with the provisions of Texas Government Code, Section 1201.028.

*[remainder of page left blank intentionally]*

PASSED AND ADOPTED, this July 5, 2016.

CITY OF ROBINSON, 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 5, 2016 (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 Robinson, Texas (the "Issuer"),

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Robinson, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016" (the "Securities"), dated July 1, 2016, such Securities scheduled to be delivered to the initial purchasers thereof on or about August 4, 2016; 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 Specialized Public Finance 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 National Association of Securities Dealers, 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 bad faith 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 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: \_\_\_\_\_

Address: 2001 Bryan Street, 10<sup>th</sup> Floor  
Dallas, Texas 75201

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

CITY OF ROBINSON, TEXAS

By: \_\_\_\_\_  
Mayor

Address: 111 West Lyndale  
Robinson, Texas 76706

Attest:

\_\_\_\_\_  
City Secretary

EXHIBIT B  
PURCHASE AGREEMENT

# HEART OF TEXAS MEDIA

2816 N.19th Street, Ste. C Waco, Texas 76708

**(254) 754-3511 • FAX (254) 754-3541**

Email: [editor@heartoftexasmedia.com](mailto:editor@heartoftexasmedia.com)

Website: [www.yourhometownnews.com](http://www.yourhometownnews.com)

# PROOF

On the right is a proof of your PUBLIC NOTICE as it will appear in the HOMETOWN NEWS, a newspaper published in the City of Waco, of general circulation the Judicial District in the County of McLennan, and the State of Texas.

Please check carefully to verify that the text of the ad, the publication date(s) are correct and let us know if the ad and cost proposal meets your approval to run.

If there are any corrections or changes that need to be made, please let us know at your earliest convenience.

## H.O.T. MEDIA, LLC

2816 N. 19th St., Suite C

Waco, Texas 76708

Phone: 254-754-3511

Fax: 254-754-3541

[yourhometownnews.com](http://yourhometownnews.com)

**PREPARED BY:** Rosemary Perkins

[rosemary@heartoftexasmedia.com](mailto:rosemary@heartoftexasmedia.com)

### NOTICE OF INTENTION TO ISSUE CITY OF ROBINSON, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Robinson, Texas, shall convene at 6:00 o'clock P.M. on the 5th day of July, 2016, at the City Hall, 111 W. Lyndale Avenue, Robinson, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an amount not to exceed \$10,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties and facilities, and (ii) professional services rendered in relation to such projects and the financing thereof; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Jana Lewellen  
City Secretary  
City of Robinson, Texas

<b>ADVERTISER:</b>	City of Robinson		<b>INSERTIONS DATE(S):</b>	May 27, 2016, June 3, 2016	
<b>DESCRIPTION:</b>	Notice of Intention to Issue, Certificates of Obligation		<b>PUBLICATION(S):</b>	Hometown News	
<b>AD SIZE:</b>	2 col. x 3.42 in. = 6.84 ci	<b>RATE:</b>	\$10.00 (pci)	<b>COST:</b>	\$68.40 (per run)
				<b>TOTAL:</b>	\$136.80
<b>PROOF</b>	<input type="checkbox"/> Print AS IS <input type="checkbox"/> Make Changes Noted. Send Revised Proof.			<b>SPECIAL INSTRUCTIONS:</b>	
	<input type="checkbox"/> Make Changes Noted. Then OK to Print.				
APPROVED BY: _____ Date: _____					



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Agenda Item #8**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Craig Lemin, City Manager

**ITEM DESCRIPTION:** Discussion and action regarding extension of the Waco Metropolitan Area Regional Sewer System (WMARSS) 2013 agreement for operation and management of facilities.

**STAFF RECOMMENDATION:** Approve Amendment #1 extending the Waco Metropolitan Area Regional Sewer System (WMARSS) 2013 agreement for operation and management of facilities.

**ITEM SUMMARY:** The original agreement designated the City of Waco as the WMARSS operators. This agreement extends the original agreement through September 30<sup>th</sup>, 2017. No changes are made to original agreement other than updating contact information for the various entities.

**FISCAL IMPACT:** None

### **ATTACHMENTS:**

Agreement

**AMENDMENT NO. 1: EXTENSION OF  
WACO METROPOLITAN AREA REGIONAL SEWER SYSTEM (“WMARSS”):  
2013 AGREEMENT FOR OPERATION & MANAGEMENT OF FACILITIES**

**THE STATE OF TEXAS**                   §  
  §   **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF McLENNAN**           §

**WHEREAS**, this extension is made to the Waco Metropolitan Area Regional Sewer System (“WMARSS”): 2013 Agreement for Operation & Management of Facilities (the “2013 Agreement”), made and entered into by and between the City of Bellmead, Texas (Bellmead), the City of Hewitt, Texas (Hewitt), the City of Lacy Lakeview, Texas (Lacy-Lakeview), the City of Robinson, Texas (Robinson), the City of Waco, Texas (Waco), and the City of Woodway, Texas (Woodway), Texas home-rule municipal corporations, and the City of Lorena, Texas (Lorena), a Texas general law municipality, acting by and through their authorized representatives, and hereinafter referred to jointly as “Cities” or “Parties”; and

**WHEREAS**, Waco was designated as the WMARSS Operators through September 30, 2015 or until a new agreement was executed with an entity to operate WMARSS; and

**WHEREAS**, the Cities agree to extend the 2013 Agreement through September 30, 2017,

**NOW THEREFORE** the Cities agree upon the following:

1. The 2013 Agreement shall be extended through September 30, 2017;
2. The City of Waco is designated as the Operator through said extension period;
3. 12.2 of Article 12 of the 2013 Agreement is revised for sending notices, consents, waivers or other communications to the following Cities:

To the City of Lorena:   Joseph R. Pace  
  City Manager  
  107A S. Frontage Street  
  Lorena, Texas 76655-9651  
  Email: [-jp pace@lorenatx.gov](mailto:jp pace@lorenatx.gov)  
  Fax: (254) 857-4118

To the City of Robinson: Craig Lemin  
City Manager  
111 West Lyndale  
Robinson, Texas -76706  
Email: c.lemin@robinsontexas.org  
Fax: (254) 662-1035

To the City of Waco/Operator:

Dale A. Fisseler  
City Manager  
P.O. Box 2570  
Waco, Texas 76702-2570  
Email: DaleF@wacotx.gov  
Fax: (254) 750-5880

4. All other terms and conditions of the Waco Metropolitan Area Regional Sewer System (“WMARSS”): 2013 Agreement for Operation & Management of Facilities are to remain in full force and effect.

*[remainder of page intentionally left blank]*

**CITY OF BELLMEAD, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*

**CITY OF HEWITT, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*

**CITY OF LACY LAKEVIEW, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*

**CITY OF LORENA, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*

**CITY OF ROBINSON, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*

**CITY OF WACO, TEXAS**

BY: \_\_\_\_\_  
Dale Fisseler, P.E., City Manager

ATTEST:

\_\_\_\_\_  
Esmeralda Hudson, City Secretary

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Jennifer Richie, City Attorney

*[remainder of page intentionally left blank]*

**CITY OF WOODWAY, TEXAS**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Date Signed: \_\_\_\_\_

*[remainder of page intentionally left blank]*



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #9**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Jana Lewellen, City Secretary

**ITEM DESCRIPTION:** Consider Resolution 2016-005 ordering a General Election for the City of Robinson on November 8, 2016 to be held as a Joint Election with McLennan County.

**STAFF RECOMMENDATION:** Approve Resolution 2016-005 ordering a General Election to elect one (1) person for each position to serve the full term of two (2) years for four (4) positions for City Council and for voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only” as presented in item description.

**ITEM SUMMARY:** In accordance with Resolution No. 2011-011, adopted by the City Council in response to Senate Bill 100, the General Election for the City of Robinson for the purpose of electing City Council persons will be held on November 8, 2016 jointly with McLennan County.

On March 7, 2016 the City of Robinson received an Application for Petition for a Local Option Election.

This petition was accepted by the Robinson City Council at the June 7, 2016 Council Meeting, and also included in the order is for voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only”.

**FISCAL IMPACT:** It is estimated that the City’s obligation there under shall not exceed \$2,429.10, and the City agrees to pay a deposit of fifty (50) percent of said amount to McLennan County within five days after the City’s execution of the contract.

**ATTACHMENTS:**

Resolution

Order of Election

Vote Centers

**RESOLUTION NO. 2016-005**

**RESOLUTION ORDERING A GENERAL ELECTION TO BE HELD AS A JOINT ELECTION WITH MCLENNAN COUNTY TO BE HELD FOR THE CITY OF ROBINSON, TEXAS ON NOVEMBER 8, 2016 TO ELECT COUNCIL MEMBERS AND FOR VOTING IN A LOCAL OPTION ELECTION FOR THE CITY OF ROBINSON TO VOTE FOR/AGAINST “THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY; ESTABLISHING EARLY VOTING AND POLLING LOCATIONS AND DATES/TIMES.**

**WHEREAS**, in accordance with Resolution No. 2011-011, adopted by the City Council in response to Senate Bill 100, the General Election for the City of Robinson for the purpose of electing City Council persons and for voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only” will be held on November 8, 2016 jointly with McLennan County; and

**WHEREAS**, in accordance with the City Charter and Resolution No. 2011-011 four (4) at large City Council positions will be up for election at the November 8, 2016 General Election, and voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only”;

**BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ROBINSON, TEXAS:**

**SECTION 1:** An election is hereby ordered to be held on November 8, 2016 for voting in the General Election to

(Una elección la presente se ordena que se celebrará el 8 de noviembre de 2016, para votar en una elección general para elegir una (1) persona para que sirva el término completo de dos (2) años para cuatro (4) consejo ciudad posiciones y para votar en la Eleccion De Opcion Local del ciudad de Robinson para votar a favor/en contra “la venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes sólo por los poseedores de un certificado de comidas y bebidas”.)

**SECTION 2:** That Tuesday, November 8, 2016, is a Uniform Election Day in the State of Texas, and that the election shall be held as a joint general election with McLennan County.

**SECTION 3:** That the Mayor is hereby authorized and directed to order, and by his signature hereon does so order, a General Election to elect four (4) members to the City Council, and for voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only” be held for the City of Robinson on Tuesday, November 8, 2016 between the hours of 7:00 a.m. and 7:00 p.m. in accordance with the Constitution and laws of the State of Texas, at which all duly qualified resident voters of the City of Robinson, Texas shall be eligible to vote.

**SECTION 4:** That all necessary election officials, judges and clerks shall be appointed by McLennan County which shall administer the election.

**SECTION 5:** As part of the joint election with McLennan County, early voting for the City's general election will be as follows:

**LOCATION(S) OF POLLING PLACES  
(UBICACIONES DE LOS LUGARES ELECTORALES)**

**See attached List  
(Véase la lista adjunta)**

Early Voting by personal appearance will be conducted at:  
(La votación adelantada en persona se llevará a cabo todos los días en:)

**Main Early Voting Site:  
(Lugar principal de votación adelantada)**  
McLennan County Elections Administration Office  
Records Building  
214 North Fourth Street, Suite 300  
Waco, Texas 76701

Robinson Community Center  
106 W. Lyndale  
Robinson, TX 76706

Waco Multi-Purpose Community Center  
1020 Elm St.  
Waco, Texas 76704

First Assembly of God Church  
6701 Bosque Blvd.  
Waco, Texas 76710

Brazos Meadows Baptist Church  
625 S. Hewitt Dr.  
Hewitt, Texas 76643

The dates and times of Early Voting are:  
(Los días y horas de votación adelantada son:)

Monday (lunes)	October 24, 2016 (24 de octubre, 2016)	8:00 AM - 5:00 PM
Tuesday (martes)	October 25, 2016 (25 de octubre, 2016)	8:00 AM - 5:00 PM
Wednesday (miércoles)	October 26, 2016 (26 de octubre, 2016)	8:00 AM - 5:00 PM
Thursday (jueves)	October 27, 2016 (27 de octubre, 2016)	8:00 AM - 5:00 PM
Friday (viernes)	October 28, 2016 (28 de octubre, 2016)	8:00 AM - 5:00 PM

Saturday (sabado)	October 29, 2016 (29 de octubre, 2016)	7:00 AM – 7:00 PM
Sunday (domingo)	October 30, 2016 (30 de octubre, 2016)	1:00 PM – 6:00 PM
Monday (lunes)	October 31, 2016 (31 de octubre, 2016)	7:00 AM - 7:00 PM
Tuesday (martes)	November 1, 2016 (1 de noviembre, 2016)	7:00 AM - 7:00 PM
Wednesday (miércoles)	November 2, 2016 (2 de noviembre, 2016)	7:00 AM - 7:00 PM
Thursday (jueves)	November 3, 2016 (3 de noviembre, 2016)	7:00 AM - 7:00 PM
Friday (viernes)	November 4, 2016 (4 de noviembre, 2016)	7:00 AM - 7:00 PM

Applications to vote by mail should be mailed to:  
(Las solicitudes para poder votar por deben ser enviadas a:)

**Kathy E. Van Wolfe**  
**McLennan County Elections Administrator**  
**P.O. Box 2450**  
**Waco, Texas 76703-2450**

Applications for ballot by mail must be received no later than the close of business on October 28, 2016:

(Las solicitudes para votar por correo tendrán que ser recibidas antes del fin del día laboral el 28 de octubre, 2016:)

**SECTION 6:** Election Day polling places are attached:

**SECTION 7:** Notice of the election hereby ordered and called shall be given: (a) by publication one time in the official newspaper of the City of Robinson, Texas, not less than ten (10) nor more than twenty-five (25) days prior to the date set herein for such election; and (b) by posting such notice at the polling place for each election precinct of the City not less than twenty (20) days prior to the date set herein for such election.

**PASSED AND APPROVED, THIS THE 5th DAY OF JULY, 2016**

---

Bert Echterling, Mayor

ATTEST:

---

Jana Lewellen, City Secretary

**ORDER OF GENERAL ELECTION  
FOR THE CITY OF ROBINSON  
(ORDEN DE ELECCIÓN GENERAL  
PARA LA CIUDAD DE ROBINSON)**

An election is hereby ordered to be held on November 8, 2016 for voting in the General Election to elect one (1) person for each position to serve the full term of two (2) years for four (4) positions for City Council and for voting in a Local Option Election for the City of Robinson to vote for/against “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only”.

(Una elección la presente se ordena que se celebrará el 8 de noviembre de 2016, para votar en una elección general para elegir una (1) persona para que sirva el término completo de dos (2) años para cuatro (4) consejo ciudad posiciones y para votar en la Eleccion De Opcion Local del ciudad de Robinson para votar a favor/en contra “la venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes sólo por los poseedores de un certificado de comidas y bebidas”.)

**LOCATION(S) OF POLLING PLACES  
(UBICACIONES DE LOS LUGARES ELECTORALES)**

**See attached List  
(Véase la lista adjunta)**

Early Voting by personal appearance will be conducted at:  
(La votación adelantada en persona se llevará a cabo todos los días en:)

**Main Early Voting Site:  
(Lugar principal de votación adelantada)**  
McLennan County Elections Administration Office  
Records Building  
214 North Fourth Street, Suite 300  
Waco, Texas 76701

Robinson Community Center  
106 W. Lyndale  
Robinson, TX 76706

Waco Multi-Purpose Community Center  
1020 Elm St.  
Waco, Texas 76704

First Assembly of God Church  
6701 Bosque Blvd.  
Waco, Texas 76710

Brazos Meadows Baptist Church  
625 S. Hewitt Dr.  
Hewitt, Texas 76643

The dates and times of Early Voting are:  
(Los días y horas de votación adelantada son:)

Monday (lunes)	October 24, 2016 (24 de octubre, 2016)	8:00 AM - 5:00 PM
Tuesday (martes)	October 25, 2016 (25 de octubre, 2016)	8:00 AM - 5:00 PM
Wednesday (miércoles)	October 26, 2016 (26 de octubre, 2016)	8:00 AM - 5:00 PM
Thursday (jueves)	October 27, 2016 (27 de octubre, 2016)	8:00 AM - 5:00 PM
Friday (viernes)	October 28, 2016 (28 de octubre, 2016)	8:00 AM - 5:00 PM

Saturday (sabado)	October 29, 2016 (29 de octubre, 2016)	7:00 AM – 7:00 PM
Sunday (domingo)	October 30, 2016 (30 de octubre, 2016)	1:00 PM – 6:00 PM
Monday (lunes)	October 31, 2016 (31 de octubre, 2016)	7:00 AM - 7:00 PM
Tuesday (martes)	November 1, 2016 (1 de noviembre, 2016)	7:00 AM - 7:00 PM
Wednesday (miércoles)	November 2, 2016 (2 de noviembre, 2016)	7:00 AM - 7:00 PM
Thursday (jueves)	November 3, 2016 (3 de noviembre, 2016)	7:00 AM - 7:00 PM
Friday (viernes)	November 4, 2016 (4 de noviembre, 2016)	7:00 AM - 7:00 PM

Applications to vote by mail should be mailed to:  
(Las solicitudes para poder votar por deben ser enviadas a:)

**Kathy E. Van Wolfe**  
**McLennan County Elections Administrator**  
**P.O. Box 2450**  
**Waco, Texas 76703-2450**

Applications for ballot by mail must be received no later than the close of business on October 28, 2016:  
(Las solicitudes para votar por correo tendrán que ser recibidas antes del fin del día laboral el 28 de octubre, 2016:)

Issued this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
(Emitada el día \_\_\_\_\_ de \_\_\_\_\_ 2016.)

\_\_\_\_\_  
Mayor, City of Robinson  
(alcalde, ciudad de Robinson)

## MCLENNAN COUNTY VOTE CENTERS

(LOS CENTROS DE VOTACIÓN DEL CONDADO DE MCLENNAN)

ON TUESDAY, NOVEMBER 8, 2016, REGISTERED VOTERS WILL BE ABLE TO CAST THEIR ELECTION DAY BALLOTS AT **ANY** OF THE VOTE CENTERS LISTED BELOW FROM 7:00 AM - 7:00 PM

(El martes, 8 de noviembre 2016, los votantes inscritos podrán emitir su voto el día de elecciones en **CUALQUIERA** de los Centros de Votación que se indican a continuación de 7:00 AM - 7:00 PM)

AXTELL SCHOOL ATH. MEETING ROOM	312 W. Seley, Axtell
BELLMEAD CIVIC CENTER	3900 Parrish St., Waco
BRAZOS MEADOWS BAPTIST CHURCH	625 S. Hewitt Drive, Hewitt
BRUCEVILLE-EDDY ISD SPECIAL EVENTS CENTER	1 Eagle Drive, Eddy
CENTRAL CHRISTIAN CHURCH	4901 Lake Shore Drive, Waco
CESAR CHAVEZ MIDDLE SCHOOL	700 S. 15th Street, Waco
CHALK BLUFF BAPTIST CHURCH	5993 Gholson Road, Waco
CHINA SPRING ISD ADMINISTRATION BLDG.	12166 Yankie Road, China Spring
CRAWFORD HIGH SCHOOL	200 Pirate Drive, Crawford
DEWEY COMMUNITY CENTER	925 N. 9th Street, Waco
FELLOWSHIP BIBLE CHURCH	5200 Speegleville Rd., McGregor
FIRST ASSEMBLY OF GOD CHURCH	6701 Bosque Blvd., Waco
G.W. CARVER MIDDLE SCHOOL	1601 J.J. Flewellen Road, Waco
HEWITT FIRST BAPTIST CHURCH	301 S. 1st Street, Hewitt
H.G. ISBILL JUNIOR HIGH	305 S. Van Buren St., McGregor
LACY LAKEVIEW CIVIC CENTER	505 E. Craven Ave., Waco
LORENA FIRST BAPTIST CHURCH	307 E. Center St., Lorena
MART COMMUNITY CENTER	804 E. Bowie Ave., Mart
MCC CONFERENCE CENTER	4601 N. 19th Street, Waco
MHMR CENTER FOR DEV. SERVICES	3420 W. Waco Drive, Waco
MOODY CITY HALL	600 Ave E, Moody
RIESEL ISD ADMINISTRATION BLDG.	600 Frederick Street, Riesel
ROBINSON COMMUNITY CENTER	106 W. Lyndale, Robinson
SOUTH WACO LIBRARY	2737 S. 18th Street, Waco
SPEEGLEVILLE BAPTIST CHURCH	469 Speegle Road, Waco
TENNYSON MIDDLE SCHOOL	6100 Tennyson Drive, Waco
UNIVERSITY HIGH SCHOOL	3201 S. New Road, Waco
WACO CONVENTION CENTER	100 Washington Ave., Waco
WACO HIGH SCHOOL (Performing Arts Center)	2020 N. 42nd St., Waco
WACO MULTI-PURPOSE COMMUNITY CENTER	1020 Elm Street, Waco
WEST COMMUNITY CENTER	200 Tokio Road, West
WOODWAY FIRST BAPTIST CHURCH	13000 Woodway Drive, Woodway



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #10**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Jana Lewellen, City Secretary

**ITEM DESCRIPTION:** Consider an agreement between McLennan County and the City of Robinson for the purpose of conducting a joint election.

**STAFF RECOMMENDATION:** Authorize agreement as presented in item description.

**ITEM SUMMARY:** This agreement is entered into between McLennan County, acting herein by and through the Commissioners Court and City of Robinson, acting by and through its City Council for the purpose of conducting a joint election.

**FISCAL IMPACT:** It is estimated that the City's obligation there under shall not exceed \$2,429.10, and the City agrees to pay a deposit of fifty (50) percent of said amount to McLennan County within five days after the City's execution of the contract.

### **ATTACHMENTS:**

Joint Agreement



This agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**McLennan County**

\_\_\_\_\_  
Scott Felton, County Judge

This agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Robinson**

\_\_\_\_\_  
Mayor, City of Robinson



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #11**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Craig Lemin, City Manager

**ITEM DESCRIPTION:** Consider agreement between the City of Robinson and the Greater Robinson Chamber of Commerce authorizing the use of the Robinson Community Center.

**STAFF RECOMMENDATION:** Recommend approval of agreement as presented in item description.

**ITEM SUMMARY:** Chamber President Linda Vaughn, on behalf of the Greater Robinson Chamber of Commerce, requested Council consider an agreement regarding the use of the Robinson Community Center located at 106 W. Lyndale Ave. A public purpose of the City would be served by allowing the Chamber to hold its periodic meetings at the Community Center in that the Chamber's efforts to attract businesses, retain businesses, and attract/retain jobs will serve the economic development and job-creation interests of the City.

**FISCAL IMPACT:** None

### **ATTACHMENTS:**

Agreement

**AGREEMENT FOR USE OF COMMUNITY CENTER**

This Agreement is entered into by and between the City of Robinson, Texas (“City”) and the Robinson Chamber of Commerce (“Chamber”).

WHEREAS, a viable and active Chamber of Commerce is a valuable asset in attracting economic development and creating jobs in a city; and

WHEREAS, often times a Chamber of Commerce is the first point of contact for businesses interested in considering a city as a location; and

WHEREAS, the Chamber is in the process of revitalization of its organization and efforts; and

WHEREAS, the Chamber needs a location to hold its periodic meetings; and

WHEREAS, the City has vacant space available at the Community Center to accommodate the Chamber’s periodic meetings; and

WHEREAS, a public purpose of the City would be served by allowing the Chamber to hold its periodic meetings at the Community Center in that the Chamber’s efforts to attract businesses, retain businesses, and attract/retain jobs will serve the economic development and job-creation interests of the City.

NOW, THEREFORE, it is Agreed that:

1. The Chamber will be allowed to hold its periodic meetings at the Community Center at no charge, subject to the following conditions:

- The date and time of each meeting must be submitted to the City Manager at least 5 business days in advance of the meeting;
- In the event of a conflict between a scheduled use of the Community Center or during elections, Chamber meetings may need to be rescheduled. This may mean rescheduling to a different date or a different time on the same date;
- Chamber must clean-up after its meetings, including removal of all trash, and must turn off the lights and lock-up; and
- Chamber is responsible for any damage to City property caused during its meetings.

2. In order to assist the City in assuring that a public purpose is being served, Chamber shall keep minutes of each meeting and shall provide a copy of the minutes to the City Manager within 10 business days of the meeting.

3. This Agreement may be terminated at any time by vote of the City Council.

4. Chamber indemnifies and holds the City harmless from any claims, causes of action or damages arising out of its use of the Community Center.

CITY OF ROBINSON, TEXAS

BY: \_\_\_\_\_  
Bert Echterling, Mayor

DATE: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Secretary

ROBINSON CHAMBER OF COMMERCE

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

PRINTED TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/2016**

**Meeting Date: 07/05/2016**

**Item #12**

### **DEPT./DIVISION SUBMISSION & REVIEW:**

Craig Lemin, City Manager

**ITEM DESCRIPTION:** Discussion regarding the 2016 Budget Calendar.

**STAFF RECOMMENDATION:** Establish dates for budget workshops.

**ITEM SUMMARY:** Attached is the proposed budget calendar. The dates for budget related workshops have been left blank. I would like to establish dates the Council will be available for these workshops. I included a date for a preliminary workshop. The purpose would be to provide a general overview of potential increases in revenue vs. departmental requests as well as receive input from the Council regarding priorities related to departmental requests. Ideally the preliminary work shop would be the week of July 18<sup>th</sup>.

The completed proposed budget will be delivered to the City Secretary and available to the Council on July 29<sup>th</sup>. The budget workshops need to be completed by 12<sup>th</sup> in order to print the appropriate notices to meet required deadlines.

**FISCAL IMPACT:** None

### **ATTACHMENTS:**

Budget Calendar

# City of Robinson 2016 Budget Calendar

## Draft Copy

<b>April - May</b>	Mailing of notices of appraised value by chief appraiser
<b>April 30</b>	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
<b>May 15</b>	Deadline for submitting appraisal records to ARB
<b>May 16 - June 24</b>	City staff submits departmental budgets
<b>July ?</b>	City Council Preliminary Budget workshop (City Hall, 6:00 p.m.)
<b>July 20 – Aug 30</b>	Deadline for ARB to approve appraisal records
<b>July 25, 2016</b>	Deadline for chief appraiser to certify rolls to taxing units (Tax Code 26.01)
<b>July 29<sup>th</sup></b>	Calculation of effective and rollback tax rates (Tax Code 26.04)
<b>July 29<sup>th</sup></b>	File budget with the City Secretary's Office. (Preliminary)  Budget books to the City Council
<b>July 29</b>	72-hour notice for meeting ( <i>Open Meetings Notice</i> )
<b>August 2</b>	City Council meeting of governing body to discuss tax rate; if proposed tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing
<b>August ?</b>	City Council Budget Work Shop (City Hall, 6:00 p.m.)
<b>August ?</b>	City Council Budget Work Shop (City Hall, 6:00 p.m.) – If Needed
<b>August 19</b>	Publish: <i>Notice of 2015 Tax Year Proposed Property Tax Rate</i> is the only Quarter page notice that is published this year. It will go in the newspaper and on your website at least 7 days before the first hearing. It contains the hearing dates, rates and how the council voted on the proposed tax rate.
<b>August 26</b>	72-hour notice for public hearing ( <i>Open Meetings Notice</i> )

- August 30**                    *First Public Hearing on Tax Rate*
- September 2**                72-hour notice for second public hearing (*Open Meetings Notice*) **and**  
*Notice of Tax Revenue Increase on Website.*
- September 6**                *Second Public Hearing Tax Rate and Public Hearing on the Budget*  
(Tax rate hearing may not be earlier than 3 days after the first public hearing); schedule and announce meeting to adopt the tax rate 3-14 days from this date.
- September 9**                72-hour notice for the meeting at which the governing body will adopt the tax rate (*Open Meetings Notice*)
- September 13**               Meeting to adopt tax rate and budget. *Meeting is 3 to 14 days* after the second public hearing. Taxing unit must adopt the tax rate by September 29 or 60 days after receiving certified appraisal roll, whichever is later.



**COUNCIL AGENDA ITEM MEMORANDUM**

**Date Submitted: 06/30/16**

**Meeting Date: 07/05/16**

**Item #13**

**DEPT./DIVISION SUBMISSION & REVIEW:**

Bert Echterling, Mayor

**ITEM DESCRIPTION:** Councilmember requests for items to be placed on future agendas.

ROGERS:

STIVENER:

LEUSCHNER:

ECHTERLING:

MASTERGEORGE:

JANICS:

BAKER: