

ORDINANCE 200908__ - __

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF AUSTIN, TEXAS, PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATIONS SERIES 2009, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$13,800,000; AND APPROVING RELATED DOCUMENTS

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

PART 1. FINDINGS.

The Public Property Finance Act, Sec. 271.001, et seq., Subchapter A, Local Government Code (the "Act") authorizes the City of Austin, Texas (the "City" or the "Issuer") to execute, perform and make payments under contracts with any person for the use, acquisition, purchase or financing of personal property as described in the Act; and

The Act permits the governing body of the Issuer to execute contracts in any form deemed appropriate by the governing body in connection with the use, acquisition, purchase or financing of personal property; and

The governing body of the Issuer desires to acquire, purchase or finance personal property as described in Schedule I, or such other personal property, appliances, equipment, facilities, furnishings or interests therein, whether movable or fixed, deemed by the governing body of the Issuer to be necessary, useful and/or appropriate for the purposes of the Issuer (the "Property"); and

The governing body of the Issuer deems it appropriate to adopt this Ordinance and issue the "Contractual Obligations" authorized by the Act.

The meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of the meeting was given as required by Chapter 551, Texas Government Code.

PART 2. AMOUNT AND PURPOSE OF CONTRACTUAL OBLIGATIONS. The Issuer's Public Property Finance Contractual Obligations (**Contractual Obligations**) are made a part of this Ordinance to be issued in the aggregate principal amount of \$13,800,000 TO PROVIDE PART OF THE FUNDS TO PAY ALL OR A PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION, PURCHASE OR FINANCING OF THE PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, SEC. 271.001, ET SEQ., LOCAL GOVERNMENT CODE.

PART 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, INTEREST RATES AND MATURITIES OF CONTRACTUAL OBLIGATIONS. Each Contractual Obligation issued pursuant to this Ordinance shall be called "CITY OF AUSTIN, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION, SERIES 2009", and initially there shall be issued, sold and delivered fully registered Contractual Obligations, without interest coupons, dated their date of initial delivery, in the principal amount stated above and in the denominations stated below, numbered consecutively from R-1 upward, payable to the respective Registered Owners (with the initial Contractual Obligations payable to the Underwriters as described in PART 14 hereof), or to the registered assignee or assignees of the Contractual Obligations or any portion or portions of

Contractual Obligations (in each case, the "Registered Owner"), and the Contractual Obligations shall mature and be payable on May 1 and November 1 in each of the years and in the principal amounts, respectively, and shall bear interest in the manner provided, on and from the dates stated, in the FORM OF CONTRACTUAL OBLIGATION to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Maturity Date	Principal Amount (\$)	Interest Rate (%)
5/1/2010 11/1/2010	650,000 770,000	
5/1/2011 11/1/2011	790,000 800,000	
5/1/2012 11/1/2012	820,000 850,000	
5/1/2013 11/1/2013	855,000 875,000	
5/1/2014 11/1/2014	895,000 910,000	
5/1/2015 11/1/2015	935,000 955,000	
5/1/2016 11/1/2016	970,000 990,000	
5/1/2017 11/1/2017	275,000 280,000	
5/1/2018 11/1/2018	285,000 290,000	
5/1/2019 11/1/2019	300,000 305,000	

Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The term "Contractual Obligations" as used in this Ordinance means the Contractual Obligations initially issued and delivered pursuant to this Ordinance, all substitute Contractual Obligations exchanged, as well as all other substitute Contractual Obligations and any other substitute Contractual Obligations and replacement Contractual Obligations issued pursuant to this Ordinance.

PART 4. CHARACTERISTICS OF THE CONTRACTUAL OBLIGATIONS. (a) The City shall keep or cause to be kept at the designated corporate trust office in Dallas, Texas (**Designated Payment/Transfer Office**) of Wells Fargo Bank, N.A. (**Paying Agent/Registrar**), or other bank, trust company, financial institution, or other agency named in accordance with the provisions of (g) below, books or records of the registration and transfer of the Contractual Obligations (**Registration Books**), and the City appoints the Paying Agent/Registrar as its registrar and transfer agent to keep the books or records and make the transfers and registrations under the reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make the transfers and registrations as provided in this Ordinance. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Contractual Obligation to which payments with respect to the Contractual Obligations shall be mailed. The City, or its designee, shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Contractual Obligation may be transferred in the Registration Books only upon presentation and surrender of the Contractual Obligation to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of the Contractual Obligation in any integral multiple of \$5,000, to the assignee or assignees, and the right of the assignee or assignees to have the Contractual Obligation or any portion registered in the name of the assignee or assignees. Upon the assignment and transfer of any Contractual Obligation or any portion of the Contractual Obligation, a new substitute Contractual Obligation or Contractual Obligations shall be issued in exchange in the manner provided in this Ordinance.

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

(c) The City appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of, and interest on, the Contractual Obligations, and to act as its agent to exchange or replace Contractual Obligations, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Contractual Obligations, and of all exchanges, and all replacements, as provided in this Ordinance.

(d) Each Contractual Obligation may be exchanged for fully registered certificates as set forth in this Ordinance. Each Contractual Obligation issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount, may, upon surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request executed by

the registered owner or the assignee or assignees, or its or their authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or the assignee or assignees, as appropriate, be exchanged for fully registered Contractual Obligations, without interest coupons, in the form prescribed in the FORM OF CONTRACTUAL OBLIGATION, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement stated below that each substitute Contractual Obligation shall have a single stated maturity date), as requested in writing by the registered owner or the assignee or assignees, in an aggregate principal amount equal to the unredeemed principal amount of any Contractual Obligation or Contractual Obligations so surrendered, and payable to the appropriate registered owner, assignee, or assignees. If a portion of any Contractual Obligation is redeemed before its scheduled maturity as provided in this Ordinance, a substitute Contractual Obligation or Contractual Obligations having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion, will be issued to the registered owner upon surrender for cancellation. If any Contractual Obligation or portion is assigned and transferred, each Contractual Obligation issued in exchange shall have the same principal maturity date and bear interest at the same rate as the Contractual Obligation for which it is being exchanged. Each substitute Contractual Obligation shall bear a letter or number to distinguish it from each other Contractual Obligation. The Paying Agent/Registrar shall exchange or replace Contractual Obligations as provided in this Ordinance, and each fully registered Contractual Obligation or Contractual Obligations delivered in exchange for or replacement of any Contractual Obligation or portion as permitted or required by any provision of this Ordinance shall constitute one of the Contractual Obligations for all purposes of this Ordinance, and may again be exchanged or replaced. Any Contractual Obligation delivered in exchange for or replacement of another Contractual Obligation before the first scheduled interest payment date on the Contractual Obligations (as stated on the face of the Contractual Obligation) shall be dated the same date as the Contractual Obligation, but each substitute Contractual Obligation delivered on or after the first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which the substitute Contractual Obligation is delivered, unless the substitute Contractual Obligation is delivered on an interest payment date, in which case it shall be dated as of the date of delivery; however, if at the time of delivery of any substitute Contractual Obligation the interest on the Contractual Obligation for which it is being exchanged has not been paid, then the substitute Contractual Obligation shall be dated as of the date to which the interest has been paid in full. On each substitute Contractual Obligation issued in exchange for or replacement of any Contractual Obligation or Contractual Obligations issued under this Ordinance there shall be printed a Paying Agent/Registrar's Authentication Certificate, in the form identified in this Ordinance as the FORM OF CONTRACTUAL OBLIGATION ("Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any substitute Contractual Obligation, date the substitute Contractual Obligation in the manner set forth above, and manually sign and date the Authentication Certificate, and no substitute Contractual Obligation shall be considered to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Contractual Obligations surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the preceding exchange or replacement of any Contractual Obligation, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Contractual Obligations in the manner prescribed in this Ordinance. Pursuant to Chapter 1206, Texas Government Code, the duty of exchange or replacement of any

Contractual Obligation is imposed upon the Paying Agent/Registrar, and, upon the execution of the - Authentication Certificate, the exchanged or replaced Contractual Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Contractual Obligations which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(e) All Contractual Obligations issued in exchange or replacement of any other Contractual Obligation or portion of a Contractual Obligation, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on the Contractual Obligations to be payable only to the registered owners, (ii) may be redeemed before their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Contractual Obligations, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Contractual Obligations shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CONTRACTUAL OBLIGATION.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Contractual Obligations, but the registered owner of any Contractual Obligation requesting the transfer shall pay any taxes or other governmental charges required for the transfer. The registered owner of any Contractual Obligation requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any Contractual Obligation or a portion of the Contractual Obligation, together with any required taxes or governmental charges, all as a condition precedent to the exercise of the privilege of exchange, except, in the case of the exchange of an assigned and transferred Contractual Obligation or Contractual Obligations or any portion or portions in any integral multiple of \$5,000, and in the case of the exchange of the unredeemed portion of a Contractual Obligation which has been redeemed in part before maturity, as provided in this Ordinance, the fees and charges will be paid by the City. In addition, the City covenants with the registered owners of the Contractual Obligations that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Contractual Obligations, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Contractual Obligations and with respect to the exchange of Contractual Obligations solely to the extent stated above.

(g) The City covenants with the registered owners of the Contractual Obligations that at all times while the Contractual Obligations are outstanding the City will provide a competent and legally qualified bank, trust company, or other entity qualified and legally authorized to act as and perform the services of Paying Agent/Registrar for the Contractual Obligations under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not fewer than 60 days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise stop acting as such, the City covenants that it will promptly appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or of any state, authorized under the laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer

and deliver the Registration Books (or a copy of these Books), along with all other pertinent books and records relating to the Contractual Obligations, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice to be sent by the new Paying Agent/Registrar to each registered owner of the Contractual Obligations, by United States Mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be considered to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

PART 5. FORM OF CONTRACTUAL OBLIGATIONS. The form of the Contractual Obligations, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Contractual Obligations initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in Exhibit A to this Ordinance, with the appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

PART 6. INTEREST AND SINKING FUND. A special fund or account, to be designated the "**City of Austin, Texas Series 2009 Public Property Finance Contractual Obligations Interest and Sinking Fund**" (**Interest and Sinking Fund**), may be created and it shall be established and maintained in a depository bank of the Issuer, so long as the Contractual Obligations, or interest on the Contractual Obligations, are outstanding and unpaid.

PART 7. TAX LEVY. (a) The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Contractual Obligations. All ad valorem taxes levied and collected for and on account of the Contractual Obligations shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Contractual Obligation is outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which together with any other lawfully available funds that are on deposit in the Interest and Sinking Fund at the time of such levy will be sufficient to pay the interest on the Contractual Obligations as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of such Contractual Obligations as such principal matures (but never less than 2% of the original principal amount of the Contractual Obligations as a sinking fund each year); and this tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax needed to fund this obligation is ordered to be levied against all taxable property in the Issuer for each year while any Contractual Obligation is outstanding and unpaid; and this tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Contractual Obligations, as such interest comes due and such principal matures, are pledged for such payment, within the limit set by law. In addition, until expended for the purposes authorized by this Ordinance, the proceeds of the Contractual Obligations are pledged to the payment of the principal and interest on the Contractual Obligations.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Contractual Obligations and the pledge of ad valorem taxes made under PART 7(a) of this Ordinance, and such pledge is valid, effective, and perfected. If Texas law is amended at any time while the Contractual

Obligations are outstanding and unpaid such that the pledge of ad valorem taxes made by the City under PART 7(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Contractual Obligations the perfection of the security interest in the pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in the pledge.

PART 8. DEFEASANCE OF CONTRACTUAL OBLIGATIONS. (a) Any Contractual Obligation and the interest on the Contractual Obligation shall be deemed to be paid, retired and no longer outstanding (**Defeased Contractual Obligation**) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this PART 8, when payment of the principal of the Contractual Obligation, plus interest to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms of this Ordinance, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (**Future Escrow Agreement**) for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Contractual Obligations shall have become due and payable. There shall be delivered to the Paying Agent/Registrar a certificate from a firm of certified public accountants certifying the sufficiency of the deposit made pursuant to clause (ii) above. The Paying Agent/Registrar shall also receive an opinion of bond counsel acceptable to the Issuer that reflects this payment does not adversely affect the exclusion under the Code of interest on the Defeased Contractual Obligations from the gross income of the holders for federal income taxation purposes. At such time as a Contractual Obligation shall be deemed to be a Defeased Contractual Obligation, the Contractual Obligation and the interest on that Contractual Obligation shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, any determination not to redeem Defeased Contractual Obligations that is made in conjunction with the payment arrangements specified in subsection 8(a)(i) or (ii) shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Issuer expressly (1) reserves the right to call the Defeased Contractual Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Contractual Obligations immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as set forth in this Ordinance, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Contractual Obligations and interest, with respect to which money has been deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Contractual Obligations may

contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 8(a)(i) or (ii). All income from the Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Contractual Obligations, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer. The Paying Agent/Registrar shall not be liable for any loss pertaining to an investment executed in accordance with written instructions from the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

PART 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CONTRACTUAL OBLIGATIONS. (a) Replacement Contractual Obligations. In the event any outstanding Contractual Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new contractual obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Contractual Obligation, in replacement for the Contractual Obligation in the manner provided in this Ordinance.

(b) Application for Replacement Contractual Obligations. An Application for replacement of damaged, mutilated, lost, stolen or destroyed Contractual Obligations shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Contractual Obligation, the registered owner applying for a replacement contractual obligation shall furnish to the Issuer and to the Paying Agent/Registrar the security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect to the Contractual Obligation. Also, in every case of loss, theft, or destruction of a Contractual Obligation, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of the Contractual Obligation, as the case may be. In

every case of damage or mutilation of a Contractual Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the damaged or mutilated Contractual Obligation.

(c) No Default Occurred. Notwithstanding provisions 9(a) and (b), in the event any such Contractual Obligation shall have matured, and there is no continuing default in the payment of the principal of or interest on such Contractual Obligation, the Issuer may authorize the payment of it (without surrender except in the case of a damaged or mutilated Contractual Obligation) instead of issuing a replacement contractual obligation, provided security or indemnity is furnished as above provided in this PART.

(d) Charge for Issuing Replacement Contractual Obligations. Prior to the issuance of any replacement Contractual Obligation, the Paying Agent/Registrar shall charge the registered owner of the Contractual Obligation with all legal, printing, and other expenses in connection with the replacement. Every replacement contractual obligation issued pursuant to the provisions of this PART by virtue of the fact that any Contractual Obligation is damaged, mutilated, lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the damaged, mutilated, lost, stolen, or destroyed Contractual Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Contractual Obligations issued under this Ordinance.

(e) Authority for Issuing Replacement Contractual Obligations. In accordance with Chapter 1206, Texas Government Code, as amended, this Section shall constitute authority for the issuance of any replacement contractual obligation without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of the Contractual Obligations is imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver the replacement contractual obligations in the form and manner and with the effect, as provided in PART 4(a) of this Ordinance for Contractual Obligations issued in conversion and exchange of other Contractual Obligations.

PART 10. CUSTODY, APPROVAL, AND REGISTRATION OF CONTRACTUAL OBLIGATIONS. The Mayor, or his designee, may have control of the Contractual Obligations and all necessary records and proceedings pertaining to the Contractual Obligations pending their delivery and their investigation, examination and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Contractual Obligations, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate accompanying the Contractual Obligations, and the seal of the Comptroller shall be impressed, or placed in facsimile, on each certificate. After registration by the Comptroller, delivery of the Contractual Obligations shall be made to the Purchaser, as defined in PART 14 below, under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

PART 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CONTRACTUAL OBLIGATIONS. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Contractual Obligations as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the

interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. The Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Contractual Obligations or the projects financed with the Contractual Obligations (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Contractual Obligations, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) above exceeds 5 percent of the proceeds of the Contractual Obligations or the projects financed with the Contractual Obligations (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

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

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

(1) proceeds of the Contractual Obligations invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the bonds are issued,

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

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Contractual Obligations;

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

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

For the purposes of clauses (a) and (b) above, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Contractual Obligations. It is the understanding of the Issuer that the covenants contained in this Ordinance are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant to the Code. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Contractual Obligations, the Issuer will not be required to comply with any covenant contained in this Ordinance to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Contractual Obligations under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Contractual Obligations, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Contractual Obligations under section 103 of the Code. In furtherance of the foregoing, the Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer of the City and the Deputy Chief Financial Officer of the City may execute any documents, certificates or other reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Contractual Obligations.

In order to facilitate compliance with clause (h) above, a "Rebate Fund" is established and held by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered owners of Contractual Obligations. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

PART 12. CONTRACTUAL UNDERTAKING WITH REGISTERED OWNER. The Issuer, by the acceptance of each of the Contractual Obligations, contractually obligates and commits itself to utilize the net proceeds available from the issuance and delivery of the Contractual Obligations, after payment of costs of issuance related to the Contractual Obligations, for the acquisition or purchase of the Property in accordance with terms and provisions of this Ordinance.

PART 13. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants that in the event of default in payment of principal or interest on any of the Contractual Obligations when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Ordinance or in the Contractual Obligations, only the following remedies shall be available:

- (a) the registered owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and its officials to observe and perform the contracts, covenants, obligations or conditions prescribed in this Ordinance; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any right or power nor be construed to be a waiver of any default or acquiescence in the default, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

PART 14. SALE OF CERTIFICATES; EXECUTION OF PURCHASE AGREEMENT. (a) The sale of the Contractual Obligations to J.P. Morgan Securities Inc., as representative for the underwriters named in the bond purchase agreement (**Underwriters**) between the City and the Underwriters (**Purchase Agreement**), at the purchase price described in the Purchase Agreement, is authorized, ratified and confirmed. One Contractual Obligation in the principal amount maturing on each maturity date as set forth in PART 2 shall be delivered to the Underwriters, and the Underwriters shall have the right to exchange such certificates as provided in PART 5 without cost.

(b) The Purchase Agreement setting forth the terms of the sale of the Contractual Obligations to the Underwriters, in substantially the form attached to this Ordinance, is accepted, approved and authorized to be delivered in executed form to the Underwriters. The Mayor or the City Manager and the City Clerk are authorized, for and on behalf of the City, to execute the Purchase Agreement to effect the sale of the Contractual Obligations. Any accrued interest received in connection with the sale of the Contractual Obligations shall be deposited to the Interest and Sinking Fund. Any premium received by the Issuer from the sale of the Contractual Obligations shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code.

(c) The "Official Statement" prepared in connection with the sale of the Bonds, in substantially the form attached to this Ordinance, is accepted, approved and authorized to be delivered in executed form to the Underwriters. The "Preliminary Official Statement" prepared in

connection with the sale of the Contractual Obligations is considered final for purposes of the Rule (as defined in PART 18 of this Ordinance) and the use of the Preliminary Official Statement in connection with the sale of the Contractual Obligations is ratified. The City Manager and the Chief Financial Officer of the City each is authorized to cause the Official Statement to be completed in conformity with the terms of the Purchase Agreement.

PART 15. INTEREST EARNINGS ON CONTRACTUAL OBLIGATIONS. Interest earnings derived from the investment of proceeds from the sale of the Contractual Obligations shall be used along with other proceeds for the purpose for which the Contractual Obligations are issued set forth in PART 2 of this Ordinance; if after completion of the purpose, any interest earnings remain on hand, the interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided that any interest earnings on contractual obligation proceeds which are required to be rebated to the United States of America pursuant to PART 11 of this Ordinance to prevent the Contractual Obligations from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this PART.

PART 16. FURTHER PROCEDURES. The Mayor, the City Clerk, the City Manager, any Assistant City Manager, the Chief Financial Officer of the City or the Deputy Chief Financial Officer of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are authorized, empowered, and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Contractual Obligations, the offering documents prepared in connection with the sale of the Contractual Obligations, or the Paying Agent/Registrar Agreement. In case any officer whose signature appears on any Contractual Obligation shall cease to be an officer before the delivery of the Contractual Obligation, the signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until the delivery.

PART 17. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in PART 2 of this Ordinance (**Project**) on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Contractual Obligations, or (2) the date the Contractual Obligations are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that the expenditure will not adversely affect the tax-exempt status of the Contractual Obligations. For purposes of this PART, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

PART 18. DISPOSITION OF PROJECT. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that the sale or other disposition will not adversely affect the tax-exempt

status of the Contractual Obligations. For purposes of this PART, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this PART, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that the failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

PART 19. CONTINUING DISCLOSURE OBLIGATION.

(a) Annual Reports. (i) The Issuer shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2009, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by PART 14 of this Ordinance, being the information described in Exhibit B. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B, or other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of the statements and the audit is completed within the period during which they must be provided. If the audit of the financial statements is not complete within this period, then the Issuer shall provide unaudited financial statements by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on the statements become available.

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

(b) Material Event Notices. The Issuer shall notify the MSRB, in a timely manner, of any of the following events with respect to the Contractual Obligations, if the event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
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 or events affecting the tax-exempt status of the Contractual Obligations;
7. Modifications to rights of holders of the Contractual Obligations;
8. Contractual Obligation calls;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Contractual Obligations; and
11. Rating changes.

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

(c) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants named in this PART for only so long as the Issuer remains an "obligated person" with respect to the Contractual Obligations within the meaning of the Rule, except that the Issuer will give written notice of any deposit made in accordance with this Ordinance, or applicable law, that causes the Contractual Obligations no longer to be outstanding.

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

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CONTRACTUAL OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS PART, BUT EVERY RIGHT AND REMEDY OF ANY PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this PART shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this PART is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

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

(vi) The provisions of this PART may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this PART, as so amended, would have permitted an underwriter to purchase or sell Contractual Obligations in the primary offering of the Contractual Obligations in compliance with the Rule, taking into account any amendments or interpretations of the Rule since the offering as well as the changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes an amendment) of the outstanding Contractual Obligations consent to the amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that the amendment will not materially impair the interest of the registered owners and beneficial owners of the Contractual Obligations. If the Issuer so amends the provisions of this PART, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this PART an explanation, in narrative form, of the reason for the amendment and of the effect of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Contractual Obligations in the primary offering of the Contractual Obligations.

(d) Definitions. As used in this PART, the following terms have the meanings ascribed to the 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.

PART 20. DTC REGISTRATION. The Contractual Obligations initially shall be issued and delivered in such manner that no physical distribution of the Contractual Obligations will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Contractual Obligations. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. The Contractual Obligations initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Contractual Obligations on behalf of the Purchaser and its participants. So long as each Contractual Obligation is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner. It is expected that DTC will maintain a book-entry system which will identify ownership of the Contractual Obligations in integral amounts

of \$5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules established by them, and that the Contractual Obligations initially deposited with DTC shall be immobilized and not be further exchanged for substitute Contractual Obligations except as set forth in this Ordinance. The Issuer and the Paying Agent/Registrar are not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Contractual Obligations. It shall be the duty of the DTC Participants, as defined in the Official Statement approved by this Ordinance, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Contractual Obligations, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the preceding book-entry system with DTC, if for any reason any of the originally delivered Contractual Obligations is filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Contractual Obligations will be delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Contractual Obligations. In connection with the initial establishment of the preceding book-entry system with DTC, the Issuer has executed a "Blanket Letter of Representations" prepared by DTC to implement the book-entry system described above.

PART 21. DEFEASANCE. (a) Defeased Contractual Obligations. Any Contractual Obligation and the interest on the Contractual Obligation shall be considered to be paid, retired and no longer outstanding ("Defeased Contractual Obligation") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this PART, when payment of the principal of the Contractual Obligation, plus interest to the due date (whether the due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms of this Ordinance, or (ii) shall have been provided for on or before the due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument ("Future Escrow Agreement") for the payment (1) lawful money of the United States of America sufficient to make the payment or (2) Defeasance Securities that mature as to principal and interest in the amounts and at the times as will insure the availability, without reinvestment, of sufficient money to provide for the payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Contractual Obligations shall have become due and payable. There shall be delivered to the Paying Agent/Registrar a certificate from a firm of certified public accountants certifying the sufficiency of the deposit made pursuant to clause (ii) above. The Paying Agent/Registrar shall also receive an opinion of bond counsel acceptable to the Issuer that reflects this payment does not adversely affect the exclusion under the Code of interest on the Defeased Contractual Obligations from the gross income of the holders for federal income taxation purposes. At the time as a Contractual Obligation shall be considered to be a Defeased Contractual Obligation, the Contractual Obligation and the interest on that Contractual Obligation shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues levied and pledged as provided in this Ordinance, and the principal and interest shall be payable solely from the money or Defeasance Securities.

(b) Investment in Defeasance Securities. Any funds deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as set forth in this Ordinance, and all income from the Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Contractual Obligations and interest on the Contractual Obligations, with respect to which money has been deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money or Defeasance Securities are held for the payment of Defeased Contractual Obligations may contain provisions permitting the investment or reinvestment of the moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements named in subsection 21(a)(i) or (ii). All income from the Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Contractual Obligations, with respect to which the money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer. The Paying Agent/Registrar shall not be liable for any loss pertaining to an investment executed in accordance with written instructions from the Issuer.

(c) Defeasance Securities Defined. The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their purchase are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

PART 22. RULES OF CONSTRUCTION. For all purposes of this Ordinance, unless the context requires otherwise, all references to designated PARTS and other subdivisions are to the PARTS and other subdivisions of this Ordinance. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and his successors

and assigns. References to any constitutional, statutory or regulatory provision means the provision as it exists on the date this Ordinance is adopted by the City. Any reference to the payment of principal in this Ordinance shall be considered to include the payment of any mandatory sinking fund redemption payments as described in this Ordinance. Any reference to "FORM OF CONTRACTUAL OBLIGATION" refers to the form of the Contractual Obligations set forth in Exhibit A to this Ordinance. The titles and headings of the PARTS and subsections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part of this Ordinance and shall not in any way modify or restrict any of the Ordinance terms or provisions.

PART 22. CONFLICTING ORDINANCES REPEALED. All ordinances and resolutions or parts in conflict with this Ordinance are repealed.

PART 23. APPROPRIATION. The Issuer appropriates from current funds on hand, and directs the transfer to the Interest and Sinking Fund for the Contractual Obligations of, an amount of money sufficient, when added to the accrued interest received from the sale of the Contractual Obligations, to pay the principal and interest scheduled to come due on the Contractual Obligations on and before May 1, 2010.

PART 24. IMMEDIATE EFFECT. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance is effective immediately upon its adoption by the City Council.

PASSED AND APPROVED AND EFFECTIVE August 27, 2009.

Lee Leffingwell, Mayor, City of Austin, Texas

ATTEST:

Shirley A. Gentry,
City Clerk,
City of Austin, Texas

(SEAL)

APPROVED:

David Allan Smith,
City Attorney,
City of Austin, Texas

SCHEDULE I

DESCRIPTION OF PERSONAL PROPERTY TO BE FINANCING

<u>Description</u>	<u>Approximate Cost</u>	<u>Useful Life</u>	<u>Approximate Delivery Date</u>
Public Works – Transportation (\$5,000,000)			
Parking Meter Pay Stations (750x)	5,000,000	10 years	03/15/10
Solid Waste Services (\$5,800,000)			
Pickup Truck (1x)	45,000	7 years	12/15/09
Compactor (1x)	500,000	7 years	12/15/09
Two Wheeled Loader (2x)	190,000	7 years	10/15/09
Heavy Haul Tractor (1x)	110,000	7 years	10/15/09
Large Clamp Bucket for Loader (1x)	20,000	7 years	10/15/09
Large Crane Service Body Truck (1x)	100,000	7 years	10/15/09
Mid-Size Rear Loader (1x)	145,000	7 years	10/15/09
Read Loader with crane carriers (2x)	440,000	7 years	10/15/09
Ford Ranger Ext. Cab (3x)	75,000	7 years	12/15/09
Fork Lift (1x)	30,000	7 years	12/15/09
Front End Loader (1x)	300,000	7 years	10/15/09
Can Crusher (1x)	5,000	7 years	10/15/09
Paint Mixing Equipment (1x)	10,000	7 years	10/15/09
Skid Steer (1x)	75,000	7 years	10/15/09
Sweeper (4x)	560,000	7 years	12/15/09
Flad Bed Isuzu Commercial Vehicle (1x)	185,000	7 years	10/15/09
Excavator (1x)	210,000	7 years	10/15/09
Motor Grader (1x)	210,000	7 years	10/15/09
Truck to pickup dead animals (1x)	120,000	7 years	10/15/09
Dozer off road vehicle used at landfill(1x)	290,000	7 years	10/15/09
Recycle/Trash truck used on dead end streets (1x)	360,000	7 years	10/15/09
Automated Recycle/Trash Truck (8x)	1,820,000	7 years	10/15/09
Water Utility (\$1,120,000)			
Prius Hybrid (2x)	60,000	7 years	12/15/09
Pickup, Ext Cab, (3x)	94,000	7 years	12/15/09
Backhoe Trailer, (2x)	120,000	7 years	12/15/09
ATV Trailer, safety recommended (2x)	16,000	7 years	12/15/09
Tractor, Lawn (2x)	35,000	7 years	12/15/09
Truck, Service (1x)	145,000	7 years	12/15/09
Truck, Dump (2x)	290,000	7 years	12/15/09
TLB, Medium 310 Deere (4x)	360,000	7 years	12/15/09
Wastewater Utility (\$1,880,000)			
Truckster, Cushman (2x)	44,000	7 years	12/15/09
Concrete Mixer, Stone (1x)	10,000	7 years	12/15/09
SUV, Hybrid 4x2 (2x)	64,000	7 years	12/15/09
Loader backhoe, Medium, Deere (4x)	410,000	7 years	12/15/09
Loader, 824H, 5yd. (1x)	435,000	7 years	12/15/09
Truck, Pickup (8x)	262,000	7 years	12/15/09
Truck, Dump (1x)	120,000	7 years	12/15/09
Truck, Service (4x)	460,000	7 years	12/15/09
Tractor, Lawn (3x)	55,000	7 years	12/15/09
Trailer, 6" pump (1x)	20,000	7 years	12/15/09
TOTAL	<u>\$13,800,000</u>		

Exhibit A

FORM OF CONTRACTUAL OBLIGATION

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF AUSTIN, TEXAS PUBLIC PROPERTY FINANCE CONTRACTUAL OBLIGATION SERIES 2009	PRINCIPAL AMOUNT \$_____	
INTEREST RATE	DATE OF DELIVERY	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____
	SEPTEMBER 24, 2009		

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, THE CITY OF AUSTIN, TEXAS (the "Issuer"), in the Counties of Travis and Williamson, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above and to pay interest thereon from the Date of Delivery specified above, on May 1, 2010 and semiannually on each November 1 and May 1 thereafter to the maturity date specified above, at the interest rate per annum specified above; except that if this Contractual Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Contractual Obligation or Contractual Obligations, if any, for which this Contractual Obligation is being exchanged or converted from is due but has not been paid, then this Contractual Obligation shall bear interest from the date to which such interest has been paid in full.

IN CONSIDERATION of the registered owner's acceptance hereof, which acceptance shall constitute the registered owner's assent hereto and to the terms and conditions of the ordinance authorizing the issuance of the Contractual Obligations (the "Ordinance"), the Issuer hereby unilaterally contracts with such registered owner that it will utilize the net available proceeds of the Contractual Obligations, after payment of the costs of issuance related thereto, to acquire or purchase the "Property" in accordance with the terms and provisions of the Ordinance.

THE PRINCIPAL OF AND INTEREST ON this Contractual Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Contractual Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Contractual Obligation at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of Wells Fargo Bank, N.A., which is the "Paying Agent/Registrar" for this Contractual Obligation. The payment of interest on this Contractual Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Contractual Obligation appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity shall be paid to the registered owner upon presentation and surrender of this Contractual Obligation for payment at the Designated Payment/Transfer Office. The Issuer covenants with the registered owner of this Contractual Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Contractual Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Contractual Obligations, when due.

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

THIS CONTRACTUAL OBLIGATION is one of a Series of Contractual Obligations, dated the dated date specified above, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$13,800,000, FOR THE PURPOSE OF PAYING ALL OR A

PORTION OF THE ISSUER'S CONTRACTUAL OBLIGATIONS TO BE INCURRED IN CONNECTION WITH THE ACQUISITION, PURCHASE OR FINANCING OF PERSONAL PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC PROPERTY FINANCE ACT, SEC. 271.001, ET SEQ., LOCAL GOVERNMENT CODE. ALL CONTRACTUAL OBLIGATIONS OF THIS SERIES are issuable solely as fully registered Contractual Obligations, without interest coupons, in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Ordinance, this Contractual Obligation may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Contractual Obligations, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Contractual Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Contractual Obligation must be presented and surrendered to the Paying Agent/Registrar, together with the proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Contractual Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Contractual Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Contractual Obligation may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Contractual Obligation or any portion or portions hereof from time to time by the registered owner. In the case of the assignment, transfer, conversion or exchange of a Contractual Obligation or Contractual Obligations or any portion or portions thereof, the reasonable standard or customary fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

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

IT IS HEREBY certified, recited and covenanted that this Contractual Obligation has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Contractual Obligation have been performed, existed and been done in accordance with law; that this Contractual Obligation is a limited tax obligation of the Issuer; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Contractual Obligation, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, within the limit prescribed by law.

BY ACCEPTANCE of this Contractual Obligation, the registered owner assents to the terms and provisions of the Ordinance, a copy of which is on file in the official records of the Issuer, and the Contractual Obligation, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Contractual Obligation and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Contractual Obligation to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Clerk of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Contractual Obligation.

City Clerk
City of Austin, Texas

Mayor
City of Austin, Texas

(SEAL)

(b) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(c) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Contractual Obligation is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Contractual Obligation has been issued under the provisions of the Contractual Obligation Ordinance described in the text of this Contractual Obligation; and that this Contractual Obligation has been issued in exchange for a Contractual Obligation or Contractual Obligations, or a portion of a Contractual Obligation or Contractual Obligations of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____,
Paying Agent/Registrar

By _____
Authorized Representative

(d)[Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

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

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

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

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

Exhibit B

CONTINUING DISCLOSURE OF INFORMATION

The following information is referred to in PART 19(a) of this Ordinance:

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as named (and included in the Appendix or under the headings of the Official Statement referred to) below:

The quantitative financial information and operating data with respect to the City of the general type included in the main text of the Official Statement under the subcaptions: "Tax Valuation" with respect to the appraised value as of January 1 during the fiscal year as to which the annual report relates; "Current Investments"; "Valuation and Funded Debt History"; "Tax Rates, Levy and Collection History"; "Ten Largest Taxpayers"; "Property Tax Rate Distribution"; "General Fund Revenues and Expenditures and Changes in Fund Balance"; "Municipal Sales Tax"; and "Transfers from Utility Fund".

The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in PART 19 are the accounting principles described in the notes to the financial statements referred to in the third paragraph under the heading "Annual Financial Statements and Operating Data" above.