



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

4 “Chapter 9” means Chapter 9 of the Texas Business & Commerce Code.

5 “Chapter 1204” means Chapter 1204 of the Texas Government Code.

6 “Chapter 1206” means Chapter 1206 of the Texas Government Code.

7 “Chapter 1208” means Chapter 1208 of the Texas Government Code.

8 “Chapter 1371” means Chapter 1371 of the Texas Government Code.

9 “City” means the City of Austin, Texas.

10 “Code” means the Internal Revenue Code of 1986, as amended.

11 “Council” means the City Council of the City.

12 “Defeasance Securities” means any securities now or hereafter permitted by Section 1207.062,  
13 Texas Government Code (or any successor statute), including (i) direct, noncallable obligations of the  
14 United States of America, including obligations that are unconditionally guaranteed by the United  
15 States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of  
16 America, including obligations that are unconditionally guaranteed or insured by the agency or  
17 instrumentality and that are rated as to investment quality by a nationally recognized investment rating  
18 firm not less than “AAA” or its equivalent, and (iii) noncallable obligations of a state or an agency or a  
19 county, municipality, or other political subdivision of a state that have been refunded and that are rated  
20 as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its  
21 equivalent.

22 “Defeased Obligation” means any Obligation and the interest on the Obligation that is  
23 considered to be paid, retired and no longer outstanding under the terms of this Ordinance, specifically  
24 PART 16 of this Ordinance.

25 “Designated Payment/Transfer Office” means the office of the Paying Agent/Registrar  
26 identified by the Paying Agent/Registrar as its Designated Payment/Transfer Office for the purpose of  
27 discharging its duties under this Ordinance.

28 “DTC” means The Depository Trust Company, New York, New York.

29 “Event of Default” has the meaning described in PART 17 of this Ordinance.

30 “Future Escrow Agreement” means an escrow agreement or other similar instrument with  
31 respect to Defeased Obligations.

32 “Interest and Sinking Fund” means the Interest and Sinking Fund established in PART 9 of this  
33 Ordinance.

34 “MSRB” means the Municipal Securities Rulemaking Board.

1           “Obligations” means the contractual obligations of the City to be issued under authority of this  
2 Ordinance.

3           “Paying Agent/Registrar” means U.S. Bank National Association, Houston, Texas, or any other  
4 bank, trust company, financial institution, or agency named in accordance with the provisions of  
5 subsection (g) of PART 7 of this Ordinance.

6           “Paying Agent/Registrar Agreement” means the agreement between the City and the Paying  
7 Agent/Registrar with respect to the Obligations in the form approved by the City Manager of the City,  
8 and any successor agreement.

9           “Pricing Certificate” means a certificate executed by an Authorized Representative on the date  
10 of sale of any series of the Obligations containing the terms of such series authorized to be determined  
11 by the Authorized Representative pursuant to PART 4 of this Ordinance.

12           “Property” has the meaning described in PART 1 of this Ordinance.

13           “Purchase Agreement” means the purchase agreement (one or more) between the City and the  
14 Underwriters providing for the sale of the Obligations by the City and the purchase of the Obligations  
15 by the Underwriters.

16           “Registered Owner” means the owner of any Obligation as recorded in the Registration Books.

17           “Registration Books” means the books or records of registration and transfer of the Obligations  
18 maintained by the Paying Agent/Registrar.

19           “Rule” means SEC Rule 15c2-12.

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

21           “Underwriters” means the entity or entities designated in the Purchase Agreement.

### 22 **PART 3. OBLIGATIONS AUTHORIZED.**

23           The Obligations shall be issued in accordance with the Constitution, laws of the State of Texas,  
24 and the Charter of the City, in one or more series, in the aggregate principal amount not to exceed  
25 \$16,065,000 for the purposes of (i) paying all or a portion of the City’s contractual obligations to be  
26 incurred with the acquisition, purchase or financing of the Property, in accordance with the provisions  
27 of the Act, and (ii) paying the costs of issuance associated with the sale of the Obligations. The  
28 aggregate principal amount and the designation of Obligations issued pursuant to this Ordinance shall  
29 be set forth in the Pricing Certificate therefor.

### 30 **PART 4. SALE PARAMETERS.**

31           (a) The Obligations shall be issued in any Authorized Denomination as fully registered  
32 obligations, without interest coupons, payable to the respective initial registered owners of the  
33 Obligations, or to the registered assignee or assignees of the Obligations, maturing not later than 25  
34 years from their issue date, payable serially or otherwise on the dates, in the years and in the principal  
35 amounts, and dated, all as set forth in the Pricing Certificate therefor.

36           (b) In accordance with Chapter 1371, Council authorizes each Authorized Representative to  
37 act on behalf of the City in selling and delivering the Obligations and carrying out the other procedures

1 specified in this Ordinance, including determining and fixing the number of series and the designation  
2 or title by which each series of the Obligations shall be known and, with respect to each series of  
3 Obligations, the purposes and aggregate principal amount of the Obligations sold, the dated date and  
4 the date of delivery of the Obligations sold, the price at which the Obligations will be sold, the years in  
5 which the Obligations will mature, the principal amount of Obligations to mature in each of such years,  
6 the rate or rates of interest to be borne by or accrue on each maturity, the interest payment periods and  
7 interest payment dates, the record date, the dates, prices, and terms upon and at which the Obligations  
8 shall be subject to redemption (including provisions for optional and mandatory redemption), and all  
9 other matters relating to the issuance, sale, and delivery of the Obligations, including, without  
10 limitation, obtaining a municipal bond insurance policy in support of the Obligations, all of which shall  
11 be specified in the Pricing Certificate; provided, that (i) the price to be paid for the Obligations shall not  
12 be less than 95% of the aggregate principal amount of the Obligations sold, plus accrued interest, if  
13 any, (ii) the Obligations shall not bear interest at a rate greater than the maximum rate allowed by  
14 Chapter 1204, and (iii) prior to their delivery, the Obligations shall be rated by a nationally recognized  
15 rating agency for municipal securities in one of the four highest rating categories for long-term debt  
16 instruments.

17 It is in the best interests of the City for the Obligations to be sold through a negotiated sale, and  
18 Council authorizes each Authorized Representative to enter into and carry out the Purchase Agreement  
19 with the Underwriters pursuant to PART 12 of this Ordinance. Each Authorized Representative may  
20 designate underwriters for future series of the Obligations.

21 The authority of an Authorized Representative to execute any Purchase Agreement shall expire  
22 at 11:59 p.m. on February 20, 2016 (the "Expiration Date"). Obligations sold pursuant to a Purchase  
23 Agreement executed on or before the Expiration Date may be delivered after such date.

24 In establishing the aggregate principal amount of the Obligations of each series, the Authorized  
25 Representative shall establish an amount which shall be sufficient to provide for the purposes for which  
26 the Obligations are authorized. The Obligations of each series shall be sold at such price, with and  
27 subject to such terms, as set forth in the Pricing Certificate therefor.

28 (c) Any finding or determination made by an Authorized Representative relating to the  
29 issuance and sale of the Obligations and the execution of the Purchase Agreement shall have the same  
30 force and effect as a finding or determination made by Council.

## 31 **PART 5. REDEMPTION PROVISIONS.**

32 The Obligations are not subject to redemption prior to maturity.

## 33 **PART 6. INTEREST.**

34 The Obligations shall bear interest at the rates per annum set forth in the Pricing Certificate. The  
35 interest shall be payable to the Registered Owner of any Obligation in the manner provided and on the  
36 dates stated in the Pricing Certificate and in the Form of Obligation. Interest shall be calculated on the  
37 basis of a 360-day year consisting of twelve 30-day months.

## 38 **PART 7. ADDITIONAL CHARACTERISTICS OF THE OBLIGATIONS.**

39 (a) The City shall keep, or cause to be kept at the Designated Payment/Transfer Office, the  
40 Registration Books, and the City appoints the Paying Agent/Registrar as its registrar and transfer agent  
41 to keep books or records and make the transfers and registrations under the reasonable regulations as

1 the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make  
2 transfers and registrations as provided in this Ordinance. It shall be the duty of the Paying  
3 Agent/Registrar to obtain from the Registered Owner and record in the Registration Books the address  
4 of the Registered Owner to which payments with respect to the Obligations shall be mailed, as provided  
5 in this Ordinance. The City, or its designee, shall have the right to inspect the Registration Books  
6 during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar  
7 shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit  
8 their inspection by any other entity. Ownership of each Obligation may be transferred in the  
9 Registration Books only upon presentation and surrender of the Obligation to the Paying  
10 Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of  
11 assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar,  
12 evidencing the assignment of the Obligation, or any portion of the Obligation, in any Authorized  
13 Denomination, to the assignee or assignees, and the right of the assignee or assignees to have the  
14 Obligation or any portion of the Obligation registered in the name of the assignee or assignees. Upon  
15 the assignment and transfer of any Obligation, a new substitute obligation or obligations shall be issued  
16 in exchange for the Obligation in the manner provided in this Ordinance.

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

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

29 (d) Each Obligation may be exchanged for fully registered obligations as set forth in this  
30 Ordinance. Each Obligation issued and delivered pursuant to this Ordinance may, upon surrender at  
31 the Designated Payment/Transfer Office, together with a written request duly executed by the  
32 Registered Owner or its assignee or assignees, or its or their duly authorized attorneys or  
33 representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of  
34 the Registered Owner or its assignee or assignees, as appropriate, be exchanged for fully registered  
35 obligations, without interest coupons, in the form prescribed in the Form of Obligation, in any  
36 Authorized Denomination (subject to the requirement stated below that each substitute Obligation shall  
37 have a single stated maturity date), as requested in writing by the Registered Owner or its assignee or  
38 assignees, in an aggregate principal amount equal to the unredeemed principal amount of any  
39 Obligation or Obligations so surrendered, and payable to the appropriate Registered Owner, assignee,  
40 or assignees. If a portion of any Obligation is assigned and transferred, each Obligation issued in  
41 exchange shall have the same maturity date and bear interest at the same rate as the Obligation for  
42 which it is being exchanged. Each substitute Obligation shall bear a letter and/or number to distinguish  
43 it from each other Obligation. The Paying Agent/Registrar shall exchange or replace Obligations as  
44 provided in this Ordinance, and each fully registered Obligation delivered in exchange for or  
45 replacement of any Obligation or portion of an Obligation as permitted or required by any provision of  
46 this Ordinance shall constitute one of the Obligations for all purposes of this Ordinance, and may again  
47 be exchanged or replaced. Any Obligation delivered in exchange for or replacement of another

1 Obligation before the first scheduled interest payment date on the Obligations (as stated on the face of  
2 the Obligation) shall be dated the same date, but each substitute Obligation delivered on or after the  
3 first scheduled interest payment date shall be dated the interest payment date preceding the date on  
4 which the substitute Obligation is delivered, unless the substitute Obligation is delivered on an interest  
5 payment date, in which case it shall be dated as of the date of delivery; however, if at the time of  
6 delivery of any substitute Obligation the interest on the Obligation for which it is being exchanged has  
7 not been paid, then the substitute Obligation shall be dated the date to which interest has been paid in  
8 full. On each substitute Obligation issued in exchange for or replacement of any Obligation issued  
9 under this Ordinance there shall be printed on the Obligation the Authentication Certificate. An  
10 authorized representative of the Paying Agent/Registrar shall, before the delivery of any substitute  
11 Obligation, date the substitute Obligation in the manner set forth above, and manually sign and date the  
12 Authentication Certificate, and no substitute Obligation shall be considered to be issued or outstanding  
13 unless the Authentication Certificate is executed. The Paying Agent/Registrar promptly shall cancel all  
14 Obligations surrendered for exchange or replacement. No additional ordinances, orders, or resolutions  
15 need be passed or adopted by Council or any other body or person to accomplish the exchange or  
16 replacement of any Obligation, and the Paying Agent/Registrar shall provide for the printing,  
17 execution, and delivery of the substitute Obligations in the manner prescribed in this Ordinance.  
18 Pursuant to Chapter 1206, the duty of exchange or replacement of any Obligation is imposed on the  
19 Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or  
20 replaced obligation shall be valid, incontestable, and enforceable in the same manner and with the same  
21 effect as the Obligations which originally were delivered pursuant to this Ordinance, approved by the  
22 Texas Attorney General, and registered by the Texas Comptroller of Public Accounts.

23 (e) All Obligations issued in exchange or replacement of any other Obligation or portion of  
24 an Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of  
25 and interest on the Obligations to be payable only to the Registered Owners, (ii) may be redeemed prior  
26 to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other  
27 Obligations, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of  
28 and interest on the Obligations shall be payable, all as provided, and in the manner required or  
29 indicated, in the Form of Obligation.

30 (f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and  
31 charges for making transfers of Obligations, but the Registered Owner of any Obligation requesting the  
32 transfer shall pay any taxes or other governmental charges required for the transfer. The Registered  
33 Owner of any Obligation requesting any exchange shall pay the Paying Agent/Registrar's reasonable  
34 and standard or customary fees and charges for exchanging any Obligation or a portion of an  
35 Obligation, together with any required taxes or governmental charges, all as a condition precedent to  
36 the exercise of the privilege of exchange, except in the case of the exchange of an assigned and  
37 transferred Obligation or Obligations or any portion or portions in any Authorized Denomination, the  
38 fees and charges will be paid by the City. In addition, the City covenants with the Registered Owners of  
39 the Obligations that it will (i) pay the reasonable and standard or customary fees and charges of the  
40 Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on  
41 the Obligations, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services  
42 with respect to the transfer or registration of Obligations, and with respect to the exchange of  
43 Obligations solely to the extent stated above.

44 (g) The City Manager is authorized to execute and deliver the Paying Agent/Registrar  
45 Agreement. The City covenants with the Registered Owners of the Obligations that at all times while  
46 the Obligations are outstanding the City will provide a competent and legally qualified bank, trust  
47 company, or other entity duly qualified and legally authorized to act as and perform the services of

1 Paying Agent/Registrar for the Obligations under this Ordinance, and that the Paying Agent/Registrar  
2 will be one entity. The City reserves the right to, and may, at its option, change the Paying  
3 Agent/Registrar upon not less than 60 days' written notice to the Paying Agent/Registrar. In the event  
4 that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or  
5 other method) should resign or otherwise stop acting as such, the City covenants that it will promptly  
6 appoint a competent and legally qualified national or state banking institution organized and doing  
7 business under the laws of the United States of America or of any state, authorized under the laws to  
8 exercise trust powers, subject to supervision or examination by federal or state authority, and whose  
9 qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying  
10 Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous  
11 Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy of these  
12 Books), along with all other pertinent books and records relating to the Obligations, to the new Paying  
13 Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar,  
14 the City promptly will cause a written notice to be sent by the new Paying Agent/Registrar to each  
15 Registered Owner of the Obligations, by United States mail, first-class postage prepaid, which notice  
16 also shall give the address of the new Paying Agent/Registrar. By accepting the position and  
17 performing as such, each Paying Agent/Registrar shall be considered to have agreed to the provisions  
18 of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying  
19 Agent/Registrar.

#### 20 **PART 8. FORM OF OBLIGATIONS.**

21 The Obligations shall be signed with the manual or facsimile signatures of the Mayor and the  
22 City Clerk, and the seal of the City shall be affixed or impressed on the Obligations. The form of all  
23 Obligations, including the form of the Comptroller's Registration Certificate to accompany the  
24 Obligations on the initial delivery, the form of the Authentication Certificate, and the Form of  
25 Assignment to be printed on each Obligation, shall be, respectively, substantially in the form set forth  
26 in Exhibit A, with such appropriate variations, omissions, or insertions as are permitted or required by  
27 this Ordinance.

#### 28 **PART 9. LEVY OF TAX; INTEREST AND SINKING FUND.**

29 (a) The Interest and Sinking Fund (which may include the designation or title by which a  
30 series of Obligations shall be known, as determined pursuant to PART 4(b) of this Ordinance) is  
31 created and it shall be established and maintained at an official depository of the City. The Interest and  
32 Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall  
33 be used only for paying the interest on and principal of the Obligations. All ad valorem taxes levied and  
34 collected for and on account of the Obligations shall be deposited, as collected, to the credit of the  
35 Interest and Sinking Fund. During each year while any Obligation is outstanding and unpaid, Council  
36 shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax  
37 rolls of the City, with full allowances being made for tax delinquencies and costs of tax collections,  
38 which will be sufficient to raise and produce the money required to pay the interest on the Obligations  
39 as the interest comes due, and to provide a sinking fund to pay the principal of the Obligations as the  
40 principal matures, but never less than 2% of the outstanding principal amount of the Obligations as a  
41 sinking fund each year. The rate and amount of ad valorem tax needed to fund this obligation is ordered  
42 to be levied against all taxable property in the City for each year while any Obligation is outstanding  
43 and unpaid, and the ad valorem tax shall be assessed and collected each year and deposited to the credit  
44 of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of  
45 the Obligations, as the interest comes due, and the principal matures as provided in the Form of  
46 Obligation, are pledged for this purpose, within the limit set by law. The City appropriates from current

1 funds on hand, and directs the transfer for deposit into the Interest and Sinking Fund moneys as may be  
2 necessary to pay debt service on the Obligations scheduled to occur prior to receipt of taxes levied to  
3 pay such debt service. Money in the Interest and Sinking Fund, at the option of the City, may be  
4 invested in the securities or obligations as permitted under applicable law and the City's investment  
5 policy. Any securities or obligations in which money is invested shall be kept and held in trust for the  
6 benefit of the owners of the Obligations and shall be sold and the proceeds of sale shall be timely  
7 applied to the making of all payments required to be made from the Interest and Sinking Fund. Interest  
8 and income derived from the investment of money in the Interest and Sinking Fund shall be credited to  
9 the Interest and Sinking Fund.

10 (b) Should more than one series of Obligations be sold under authority of this Ordinance, a  
11 separate interest and sinking fund will be created and maintained at an official depository of the City to  
12 secure each series of Obligations.

13 (c) Chapter 1208 applies to the issuance of the Obligations and the pledge of ad valorem  
14 taxes made under PART 9(a) of this Ordinance, and the pledge is valid, effective, and perfected. If  
15 Texas law is amended at any time while any Obligation is outstanding and unpaid so that the pledge of  
16 ad valorem taxes made by the City under PART 9(a) of this Ordinance is to be subject to the filing  
17 requirements of Chapter 9, then to preserve to the Registered Owners of the Obligations the perfection  
18 of the security interest in the pledge, the City agrees to take measures as it determines are reasonable  
19 and necessary under Texas law to comply with the applicable provisions of Chapter 9 and enable a  
20 filing to perfect the security interest in the pledge.

21 **PART 10. DAMAGED, LOST, STOLEN OR DESTROYED OBLIGATIONS.**

22 (a) In the event any outstanding Obligation is damaged, mutilated, lost, stolen, or destroyed,  
23 the Paying Agent/Registrar shall cause to be printed, executed, and delivered a new obligation of the  
24 same principal amount, maturity, and interest rate as the damaged, mutilated, lost, stolen, or destroyed  
25 Obligation in replacement for the Obligation in the manner provided in this Ordinance.

26 (b) Application for replacement of any damaged, mutilated, lost, stolen, or destroyed  
27 Obligation shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of an  
28 Obligation, the applicant for a replacement obligation shall furnish to the City and to the Paying  
29 Agent/Registrar the security or indemnity as may be required by them to save each of them harmless  
30 from any loss or damage with respect to the Obligation. Also, in every case of loss, theft, or destruction  
31 of an Obligation, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to  
32 their satisfaction of the loss, theft, or destruction of the Obligation. In every case of damage or  
33 mutilation of an Obligation, the applicant shall surrender to the Paying Agent/Registrar for cancellation  
34 the damaged or mutilated Obligation.

35 (c) Notwithstanding clauses (a) and (b), in the event any Obligation shall have matured, and  
36 there is no continuing default in the payment of the principal of, premium, if any, or interest on the  
37 Obligation, the City may authorize its payment (without surrender except in the case of a damaged or  
38 mutilated Obligation) instead of issuing a replacement Obligation, provided security or indemnity is  
39 furnished as above provided in this PART.

40 (d) Prior to the issuance of any replacement Obligation, the Paying Agent/Registrar shall  
41 charge the owner of the Obligation with all legal, printing, and other expenses in connection with the  
42 replacement. Every replacement Obligation issued pursuant to the provisions of this Ordinance by  
43 virtue of the fact that any Obligation is damaged, mutilated, lost, stolen, or destroyed shall constitute a  
44 contractual obligation of the City whether the damaged, mutilated, lost, stolen, or destroyed Obligation

1 shall be found, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance  
2 equally and proportionately with any and all other Obligations duly issued under this Ordinance.

3 (e) In accordance with Chapter 1206, this PART constitutes authority for the issuance of  
4 any such replacement Obligation without necessity of further action by Council or any other body or  
5 person, and the duty of the replacement of the Obligations is authorized and imposed on the Paying  
6 Agent/Registrar, subject to the conditions imposed by this PART, and the Paying Agent/Registrar shall  
7 authenticate and deliver the Obligations in the form and manner and with the effect, as provided in  
8 PART 7(d) of this Ordinance for Obligations issued in exchange for other Obligations.

#### 9 **PART 11. SUBMISSION OF PROCEEDINGS TO ATTORNEY GENERAL.**

10 The Mayor, or his designee, is authorized to have control of the Obligations and all necessary  
11 records and proceedings pertaining to the Obligations pending their delivery and their investigation,  
12 examination and approval by the Texas Attorney General, and their registration by the Texas  
13 Comptroller of Public Accounts. Upon registration of the Obligations, the Comptroller (or a deputy  
14 designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration  
15 Certificate accompanying the Obligations, and the seal of the Comptroller shall be impressed, or placed  
16 in facsimile, on each certificate. After registration by the Comptroller, delivery of the Obligations shall  
17 be made to the Underwriters, under and subject to the general supervision and direction of the Mayor,  
18 against receipt by the City of all amounts due to the City under the terms of sale.

#### 19 **PART 12. SALE OF OBLIGATIONS; OFFICIAL STATEMENT.**

20 (a) The Obligations shall be sold to the Underwriters at the price set forth in the Pricing  
21 Certificate, and delivery of the Obligations to the Underwriters shall be made upon payment therefor in  
22 accordance with the terms of the Purchase Agreement. An Authorized Representative is hereby  
23 authorized and directed to execute such Pricing Certificate and Purchase Agreement on behalf of the  
24 City, and the Mayor, Mayor Pro Tem, City Manager, Chief Financial Officer, City Clerk and all other  
25 officials, agents and representatives of the City are hereby authorized to execute and deliver such  
26 agreements, certificates, instruments and other documents, and do any and all things necessary or  
27 desirable to satisfy the conditions set out therein, to provide for the issuance and delivery of the  
28 Obligations.

29 (b) Council hereby ratifies, authorizes and approves, in connection with the sale of the  
30 Obligations, the preparation and distribution of the Preliminary Official Statement and a final Official  
31 Statement, substantially in the form of the Preliminary Official Statement, containing such additional  
32 information and amendments as may be necessary to conform to the terms of the Obligations, this  
33 Ordinance and the Purchase Agreement, and the Preliminary Official Statement is hereby deemed final  
34 as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. An Authorized  
35 Representative is authorized to approve such amendments and supplements to the Official Statement as  
36 either of them shall deem necessary or appropriate. The Mayor and City Clerk are hereby authorized to  
37 execute such Official Statement by manual, facsimile or electronic signature and/or to deliver a  
38 certificate pertaining to such Official Statement as prescribed therein or in the Purchase Agreement,  
39 dated as of the date of payment for and delivery of the Obligations.

40 (c) The Mayor, Mayor Pro Tem, City Manager, City Clerk, Chief Financial Officer and all  
41 other officials, agents and representatives of the City are authorized hereby to take such actions as any  
42 such officer, official, agent or representative shall approve in seeking ratings on the Obligations from  
43 Moody's Investors Service, Fitch Ratings or Standard & Poor's Ratings Services, or any confirmation  
44 of such firms' ratings, and such actions are hereby ratified and confirmed.

1 (d) Proceeds from the sale of the Obligations shall be disbursed in the amounts and for the  
2 purposes set forth in the Pricing Certificate. An Authorized Representative may provide for the  
3 establishment of such funds, accounts or subaccounts as are deemed necessary or appropriate for the  
4 safekeeping and administration of proceeds from the sale of the Obligations pending their disbursement  
5 for authorized purposes.

6 **PART 13. COVENANTS TO MAINTAIN TAX EXEMPT STATUS.**

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

9 “Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted  
10 on or before the Issue Date.

11 “Computation Date” has the meaning stated in section 1.148-1(b) of the Regulations.

12 “Gross Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

13 “Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

14 “Issue Date” for the Obligations or other obligations of the City is the respective date on which  
15 such Obligations or other obligations of the City are delivered against payment therefor.

16 “Net Sale Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

17 “Nonpurpose Investment” has the meaning stated in section 1.148-1(b) of the Regulations.

18 “Proceeds” has the meaning stated in section 1.148-1(b) of the Regulations.

19 “Rebate Amount” has the meaning stated in section 1.148-3 of the Regulations.

20 “Regulations” means the temporary or final Income Tax Regulations applicable to the  
21 Obligations issued pursuant to sections 141 through 150 of the Code. Any reference to a section of the  
22 Regulations shall also refer to any successor provision to such section hereafter promulgated by the  
23 Internal Revenue Service pursuant to sections 141 through 150 of the Code and applicable to the  
24 Obligations.

25 “Yield of”

26 (i) any Investment shall be computed in accordance with section 1.148-5 of the  
27 Regulations, and

28 (ii) the Obligations shall be computed in accordance with section 1.148-4 of the  
29 Regulations.

30 (b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or  
31 omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or  
32 improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which,  
33 if made or omitted, respectively, would cause the interest on any Obligations to become includable in  
34 the gross income, as defined in section 61 of the Code, of the owner for federal income tax purposes.  
35 Unless and until the City has received a written opinion of counsel nationally recognized in the field of  
36 municipal bond law to the effect that failure to comply with such covenant will not adversely affect the

1 exemption from federal income tax of the interest on any Obligation, the City shall comply with the  
2 specific covenants in this Section.

3 (c) No Private Use or Private Payments. Except as permitted by section 141 of the Code  
4 and the regulations and rulings relating to section 141 of the Code, the City shall, at all times prior to  
5 the last stated maturity of the Obligations,

6 (i) exclusively own, operate, and possess all property the acquisition, construction,  
7 or improvement of which is to be financed directly or indirectly with Gross Proceeds of the  
8 Obligations and not use or permit the use of such Gross Proceeds or any property acquired,  
9 constructed, or improved with such Gross Proceeds in any activity carried on by any person or  
10 entity other than a state or local government, unless such use is solely as a member of the  
11 general public, or

12 (ii) not directly or indirectly impose or accept any charge or other payment for use of  
13 Gross Proceeds of the Obligations or any property the acquisition, construction or improvement  
14 of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of  
15 general application and interest earned on investments acquired with such Gross Proceeds  
16 pending application for their intended purposes.

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

26 (e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code  
27 and the regulations and rulings relating to section 148 of the Code, the City shall not, at any time prior  
28 to the earlier of the final stated maturity or final payment of the Obligations, directly or indirectly invest  
29 Gross Proceeds of such Obligations in any Investment (or use such Gross Proceeds to replace money so  
30 invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds  
31 whether then held or previously disposed of, exceeds the Yield on the Obligations.

32 (f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code  
33 and the regulations and rulings relating to section 149(b) of the Code, the City shall not take or omit to  
34 take any action which would cause the Obligations to be federally guaranteed within the meaning of  
35 section 149(b) of the Code and the regulations and rulings relating to section 149(b) of the Code.

36 (g) Information Report. The City shall timely file with the Secretary of the Treasury the  
37 information required by section 149(e) of the Code with respect to the Obligations on such forms and in  
38 such place as such Secretary may prescribe.

39 (h) Payment of Rebate Amount. Except to the extent otherwise provided in section 148(f)  
40 of the Code and the regulations and rulings relating to section 148(f) of the Code, the City shall:

41 (i) account for all Gross Proceeds (including all receipts, expenditures and  
42 investments thereof) on its books of account separately and apart from all other funds (and

1 receipts, expenditures and investments thereof) and shall retain all records of such accounting  
2 for at least six years after the final Computation Date. The City may, however, to the extent  
3 permitted by law, commingle Gross Proceeds of the Obligations with other money of the City,  
4 provided that the City separately accounts for each receipt and expenditure of such Gross  
5 Proceeds and the obligations acquired with these proceeds.

6 (ii) calculate the Rebate Amount with respect to the Obligations, not less frequently  
7 than each Computation Date, in accordance with rules set forth in section 148(f) of the Code,  
8 section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy  
9 of such calculations for at least six years after the final Computation Date.

10 (iii) as additional consideration for the purchase of the Obligations by the initial  
11 purchaser and the loan of the money represented by this purchase, and in order to induce such  
12 purchase by measures designed to ensure the excludability of the interest from the gross income  
13 of the owners for federal income tax purposes, pay to the United States the amount described in  
14 paragraph (2) above at the times, in the installments, to the place, in the manner and  
15 accompanied by such forms or other information as is or may be required by section 148(f) of  
16 the Code and the regulations and rulings relating to section 148(f) of the Code, and

17 (iv) exercise reasonable diligence to assure that no errors are made in the calculations  
18 required by paragraph (2) and, if such error is made, to discover and promptly to correct such  
19 error within a reasonable amount of time, including payment to the United States of any interest  
20 and any penalty required by the Regulations.

21 (i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the  
22 Code and the regulations and rulings relating to section 148 of the Code, the City shall not, at any time  
23 prior to the earlier of the final stated maturity or final payment of the Obligations, enter into any  
24 transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h)  
25 of this Section because such transaction results in a smaller profit or a larger loss than would have  
26 resulted if the transaction had been at arm's length and had the Yield of the Obligations not been  
27 relevant to either party.

28 (j) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the  
29 Obligations in Nonpurpose Investments having a guaranteed yield for four years or more. On the  
30 Closing Date, the City will reasonably expect that at least 85 percent of the Net Sale Proceeds of the  
31 Obligations will be used to carry out the governmental purpose of such series within three years after  
32 the Closing Date.

33 **PART 14. CONTINUING DISCLOSURE OBLIGATION.**

34 (a) *Annual Reports.*

35 (i) The City shall provide annually to the MSRB, (A) within six months after the  
36 end of each fiscal year of the City, financial information and operating data with respect to the  
37 City of the general type included in the final Official Statement authorized by PART 12 of this  
38 Ordinance, being information of the type described in the Pricing Certificate, including financial  
39 statements of the City if audited financial statements of the City are then available, and (B) if  
40 not provided as part such financial information and operating data, audited financial statements  
41 of the City, when and if available. Any financial statements to be provided shall be (x) prepared  
42 in accordance with the accounting principles described in the Pricing Certificate, or such other  
43 accounting principles as the City may be required to employ from time to time pursuant to state

1 law or regulation, and in substantially the form included in the Official Statement, and  
2 (y) audited, if the City commissions an audit of such financial statements and the audit is  
3 completed within the period during which they must be provided. If the audit of such financial  
4 statements is not complete within 12 months after any such fiscal year end, then the City shall  
5 file unaudited financial statements within such 12-month period and audited financial  
6 statements for the applicable fiscal year, when and if the audit report on such statements  
7 becomes available.

8 (ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of  
9 the date of the new fiscal year end) before the next date the City would be required to provide  
10 financial information and operating data pursuant to this PART.

11 The financial information and operating data to be provided pursuant to this PART may  
12 be set forth in full in one or more documents or may be included by specific reference to any  
13 document (including an official statement or other offering document) available to the public on  
14 the MSRB's website or filed with the SEC. Filings shall be made electronically, accompanied  
15 by such identifying information as prescribed by the MSRB.

16 (b) *Disclosure Event Notices.* The City shall notify the MSRB in an electronic format  
17 prescribed by the MSRB, in a timely manner not in excess of 10 Business Days after the occurrence of  
18 the event, of any of the following events with respect to the Obligations:

- 19 (i) Principal and interest payment delinquencies;
- 20 (ii) Non-payment related defaults, if material;
- 21 (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- 22 (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- 23 (v) Substitution of credit or liquidity providers, or their failure to perform;
- 24 (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed  
25 or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-  
26 TEB) or other material notices or determinations with respect to the tax status of  
27 the Obligations, or other material events affecting the tax status of the  
28 Obligations;
- 29 (vii) Modifications to rights of holders of the Obligations, if material;
- 30 (viii) Obligation calls, if material, and tender offers;
- 31 (ix) Defeasances;
- 32 (x) Release, substitution, or sale of property securing repayment of the Obligations,  
33 if material;
- 34 (xi) Rating changes;
- 35 (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- 36 (xiii) The consummation of a merger, consolidation, or acquisition involving the City  
37 or the sale of all or substantially all of the assets of the City, other than in the  
38 ordinary course of business, the entry into a definitive agreement to undertake  
39 such an action or the termination of a definitive agreement relating to any such  
40 actions, other than pursuant to its terms, if material; and
- 41 (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the  
42 Paying Agent/Registrar, if material.

43 As used in clause (xii) above, the phrase "bankruptcy, insolvency, receivership or similar event"  
44 means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under  
45 the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or

1 governmental authority has assumed jurisdiction over substantially all of the assets or business of the  
2 City, or if jurisdiction has been assumed by leaving Council and officials or officers of the City in  
3 possession but subject to the supervision and orders of a court or governmental authority, or the entry  
4 of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental  
5 authority having supervision or jurisdiction over substantially all of the assets or business of the City.

6 The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely  
7 manner, of any failure by the City to provide financial information or operating data in accordance with  
8 subsection (b) of this PART by the time required by subsection (a).

9 (c) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and  
10 perform the covenants named in this PART for only so long as the City remains an “obligated person”  
11 with respect to the Obligations within the meaning of the Rule, except that the City will give written  
12 notice of any deposit made in accordance with this Ordinance, or applicable law, that causes any  
13 Obligation no longer to be outstanding.

14 The provisions of this PART are for the sole benefit of the holders and beneficial owners of the  
15 Obligations, and nothing in this PART, express or implied, shall give any benefit or any legal or  
16 equitable right, remedy, or claim to any other person. The City undertakes to provide only the financial  
17 information, operating data, financial statements, and notices which it has expressly agreed to provide  
18 pursuant to this PART and does not undertake to provide any other information that may be relevant or  
19 material to a complete presentation of the City’s financial results, condition, or prospects or to update  
20 any information provided in accordance with this PART or otherwise, except as expressly provided in  
21 this Ordinance. The City does not make any representation or warranty concerning the information or  
22 its usefulness to a decision to invest in or sell Obligations at any future date.

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

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

34 The provisions of this PART may be amended by the City from time to time to adapt to changed  
35 circumstances that arise from a change in legal requirements, a change in law, or a change in the  
36 identity, nature, status, or type of operations of the City, but only if (1) the provisions of this PART, as  
37 amended, would have permitted an underwriter to purchase or sell Obligations in the primary offering  
38 of the Obligations in compliance with the Rule, taking into account any amendments or interpretations  
39 of the Rule since the offering as well as the changed circumstances and (2) either (a) the holders of a  
40 majority in aggregate principal amount (or any greater amount required by any other provision of this  
41 Ordinance that authorizes an amendment) of the outstanding Obligations consent to the amendment or  
42 (b) a person that is unaffiliated with the City (such as nationally-recognized bond counsel) determines  
43 that the amendment will not materially impair the interest of the holders and beneficial owners of the  
44 Obligations. If the City amends the provisions of this PART, it shall include with the next financial

1 information and operating data provided in accordance with subsection (a) of this PART an  
2 explanation, in narrative form, of the reason for the amendment and of the impact of any change in the  
3 type of financial information or operating data so provided. The City may also amend or repeal the  
4 provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable  
5 provision of the Rule or a court of final jurisdiction enters judgment that the provisions of the Rule are  
6 invalid, but only if and to the extent that the provisions of this sentence would not prevent an  
7 underwriter from lawfully purchasing or selling Obligations in the primary offering of the Obligations.

## 8 **PART 15. DTC REGISTRATION.**

9 The Obligations initially shall be issued and delivered in the manner that no physical  
10 distribution of the Obligations will be made to the public, and DTC initially will act as depository for  
11 the Obligations. DTC has represented that it is a limited purpose trust company incorporated under the  
12 laws of the State of New York, a member of the Federal Reserve System, a “clearing corporation”  
13 within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered  
14 under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no  
15 way verifies, the representations of DTC. The Obligations initially authorized by this Ordinance  
16 intended to be held by DTC shall be delivered to and registered in the name of Cede & Co., the  
17 nominee of DTC. It is expected that DTC will hold the Obligations on behalf of the Underwriters and  
18 their participants. So long as each Obligation is registered in the name of Cede & Co., the Paying  
19 Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and  
20 beneficial owner. It is expected that DTC will maintain a book-entry system, which will identify  
21 ownership of the Obligations in Authorized Denominations, with transfers of ownership being effected  
22 on the records of DTC and its participants pursuant to rules and regulations established by them, and  
23 that the Obligations initially deposited with DTC shall be immobilized and not be further exchanged for  
24 substitute Obligations except as set forth in this Ordinance. The City and the Paying Agent/Registrar  
25 are not responsible or liable for any functions of DTC, will not be responsible for paying any fees or  
26 charges with respect to its services, will not be responsible or liable for maintaining, supervising, or  
27 reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial  
28 owners of the Obligations. It shall be the duty of the DTC Participants, as defined in the Official  
29 Statement, to make all arrangements with DTC to establish this book-entry system, the beneficial  
30 ownership of the Obligations, and the method of paying the fees and charges of DTC. The City does  
31 not represent, nor does it in any way covenant that the initial book-entry system established with DTC  
32 will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry  
33 system with DTC, if for any reason any of the originally delivered Obligations is duly filed with the  
34 Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this  
35 Ordinance, substitute Obligations will be duly delivered as provided in this Ordinance, and there will  
36 be no assurance or representation that any book-entry system will be maintained for the Obligations. In  
37 connection with the initial establishment of the foregoing book-entry system with DTC, the City has  
38 executed a “Blanket Letter of Representations” prepared by DTC in order to implement the book-entry  
39 system described above.

## 40 **PART 16. DEFEASANCE.**

41 (a) *Defeased Obligations.* Any Obligation will be treated as a Defeased Obligation, except  
42 to the extent provided in subsection (d) of this PART, when payment of the principal of the Obligation,  
43 plus interest to the due date (whether the due date be by reason of maturity or otherwise) either (i) shall  
44 have been made or caused to be made in accordance with the terms of this Ordinance, or (ii) shall have  
45 been provided for on or before the due date by irrevocably depositing with or making available to the  
46 Paying Agent/Registrar or any commercial bank or trust company authorized to serve as escrow agent

1 for the Obligation in accordance with a Future Escrow Agreement for the payment of the Obligation (1)  
2 lawful money of the United States of America sufficient to make the payment or (2) Defeasance  
3 Securities, certified by an independent public accounting firm of national reputation to mature as to  
4 principal and interest in the amounts and at the time as will insure the availability, without  
5 reinvestment, of sufficient money to provide for the payment, and when proper arrangements have been  
6 made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased  
7 Obligations shall have become due and payable. There shall be delivered to the Paying Agent/Registrar  
8 a certificate or report from a firm of certified public accountants evidencing the sufficiency of the  
9 deposit made pursuant to clause (ii) above. The Paying Agent/Registrar shall also receive an opinion of  
10 bond counsel acceptable to the City that reflects this payment does not adversely affect the exclusion  
11 under the Code of interest on the Defeased Obligations from the gross income of the holders for federal  
12 income taxation purposes. At the time as an Obligation shall be considered to be a Defeased Obligation,  
13 the Obligation and the interest on that Obligation shall no longer be secured by, payable from, or  
14 entitled to the benefits of the ad valorem taxes levied and pledged as provided in this Ordinance, and  
15 the principal and interest shall be payable solely from the money or Defeasance Securities.

16 (b) *Investment in Defeasance Securities.* Any funds deposited with the Paying  
17 Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing  
18 in the amounts and times as set forth in this Ordinance, and all income from these Defeasance  
19 Securities received by the Paying Agent/Registrar that is not required for the payment of the  
20 Obligations and interest, with respect to which money has been deposited, shall be turned over to the  
21 City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which  
22 the money and/or Defeasance Securities are held for the payment of Defeased Obligations may contain  
23 provisions permitting the investment or reinvestment of the moneys in Defeasance Securities or the  
24 substitution of other Defeasance Securities upon the satisfaction of the requirements described in  
25 subsections (a) (i) or (ii) of this PART. All income from the Defeasance Securities received by the  
26 Paying Agent/Registrar which is not required for the payment of the Defeased Obligations, with respect  
27 to which money has been so deposited, shall be remitted to the City or deposited as directed in writing  
28 by the City. The Paying Agent/Registrar shall not be liable for any loss pertaining to an investment  
29 executed in accordance with written instructions from the City.

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

34 (d) *Selection of Obligations for Defeasance.* In the event that the City elects to defease less  
35 than all of the principal amount of Obligations of a maturity, the Paying Agent/Registrar shall select, or  
36 cause to be selected, the amount of Obligations by the random method as it considers fair and  
37 appropriate.

## 38 **PART 17. DEFAULT AND REMEDIES.**

39 (a) *Events of Default.* Each of the following occurrences or events is an Event of Default:

40 (i) the failure to pay the principal of or interest on any Obligation when it becomes  
41 due and payable; or

42 (ii) default in the performance or observance of any other covenant, agreement or  
43 obligation of the City, the failure to perform which materially, adversely affects the rights of the  
44 Registered Owners of the Obligations, including their prospect or ability to be repaid in

1 accordance with this Ordinance, and the continuation for a period of 60 days after notice of the  
2 default is given by any Registered Owner to the City.

3 (b) *Remedies for Default.*

4 (i) When any Event of Default occurs, any Registered Owner or the Registered  
5 Owner's authorized representative, including a trustee or trustees, may proceed against the City,  
6 or any official, officer or employee of the City in their official capacity, for the purpose of  
7 protecting and enforcing the rights of the Registered Owners under this Ordinance, by  
8 mandamus or other suit, action or special proceeding in equity or at law, in any court of  
9 competent jurisdiction, for any relief permitted by law, including the specific performance of  
10 any covenant or agreement contained in this Ordinance, or to enjoin any act or thing that may be  
11 unlawful or in violation of any right of the Registered Owners or any combination of remedies  
12 only as authorized by law.

13 (ii) All default proceedings shall be instituted and maintained for the equal benefit of  
14 all Registered Owners of outstanding Obligations.

15 (c) *Remedies Not Exclusive.*

16 (i) No remedy in this Ordinance is exclusive of any other available remedy, but each  
17 remedy shall be cumulative and shall be in addition to every other remedy given in this  
18 Ordinance or under the Obligations; however, there is no right to accelerate the debt evidenced  
19 by the Obligations.

20 (ii) The exercise of any remedy in this Ordinance shall not be considered a waiver of  
21 any other available remedy.

22 (iii) By accepting the delivery of an Obligation authorized under this Ordinance, the  
23 Registered Owner agrees that the certifications required to effect any covenants or  
24 representations contained in this Ordinance do not and shall never constitute or give rise to a  
25 personal or pecuniary liability or charge against the officers or employees of the City or  
26 Council.

27 (iv) None of the members of Council, nor any other official or officer, agent, or  
28 employee of the City, shall be charged personally by the Registered Owners with any liability,  
29 or be held personally liable to the Registered Owners under any term or provision of this  
30 Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

31 **PART 18. OFFICIALS MAY ACT ON BEHALF OF THE CITY.**

32 (a) The Mayor, the City Clerk, the City Manager, any Assistant City Manager, the Chief  
33 Financial Officer of the City, or any Deputy Chief Financial Officer of the City, and all other officers,  
34 employees, and agents of the City, and each of them, shall be authorized, empowered, and directed to  
35 do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the  
36 seal and on behalf of the City all instruments as may be necessary or desirable in order to carry out the  
37 terms and provisions of this Ordinance, the Obligations, the Purchase Agreement, the offering  
38 documents prepared in connection with the sale of the Obligations, or the Paying Agent/Registrar  
39 Agreement. In case any officer whose signature appears on any Obligation shall stop being the officer  
40 before the delivery of the Obligation, the signature shall nevertheless be valid and sufficient for all  
41 purposes as if he or she had remained in office until the delivery.

1 (b) The Mayor and Mayor Pro Tem are each authorized to make or approve such revisions,  
2 additions, deletions, and variations to this Ordinance that, in their judgment and in the opinion of Bond  
3 Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes  
4 of this Ordinance, the Purchase Agreement, the Paying Agent/Registrar Agreement, the Preliminary  
5 Official Statement and the final Official Statement or as may be required for approval of the  
6 Obligations by the Attorney General of Texas.

7 **PART 19. RULES OF CONSTRUCTION.**

8 For all purposes of this Ordinance, unless the context requires otherwise, all references to  
9 designated PARTS and other subdivisions are to the PARTS and other subdivisions of this Ordinance.  
10 Except where the context otherwise requires, terms defined in this Ordinance to impart the singular  
11 number shall be considered to include the plural number and vice versa. References to any named  
12 person shall mean that party and his or her successors and assigns. References to any constitutional,  
13 statutory or regulatory provision means the provision as it exists on the date this Ordinance is adopted  
14 by the City. Any reference to "Form of Obligation" refers to the form of the Obligations in Exhibit A  
15 to this Ordinance. The titles and headings of the PARTS and subsections of this Ordinance have been  
16 inserted for convenience of reference only and are not a part of this Ordinance and shall not in any way  
17 modify or restrict any of its terms or provisions.

18 **PART 20. CONFLICTING ORDINANCES REPEALED.**

19 All ordinances and resolutions or parts in conflict with this Ordinance are repealed.

20 **PART 21. IMMEDIATE EFFECT.**

21 In accordance with the provisions of Section 1201.028, Texas Government Code, this  
22 Ordinance is effective immediately upon its adoption by Council.

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**PASSED AND APPROVED AND EFFECTIVE AUGUST 20, 2015.**

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Steve Adler,  
Mayor,  
City of Austin, Texas

ATTEST:

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Jannette S. Goodall,  
City Clerk,  
City of Austin, Texas

(SEAL)

APPROVED:

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Anne L. Morgan,  
Interim City Attorney,  
City of Austin, Texas