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

**SECTION 1: DEFINITIONS AND FINDINGS.** The following terms shall have the meanings set forth below, unless the text specifically indicates otherwise:

“Authorized Denomination” means any integral multiple of \$5,000.

“Beneficial Owner” shall have the meaning given in Section 7 of the Thirty-Second Supplement.

“Board Resolution” means Resolution No. 19-096 adopted by the Texas Water Development Board on October 3, 2019, approving the purchase of the Bonds from the City.

“Bonds” means the “CITY OF AUSTIN, TEXAS, WATER AND WASTEWATER SYSTEM REVENUE BONDS, SERIES 2020B” authorized for issuance by the Thirty-Second Supplement.

“Business Day” means a day other than a Sunday, Saturday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

“Chapter 9” means V.T.C.A., Business & Commerce Code, Chapter 9.

“Chapter 551” means V.T.C.A., Government Code, Chapter 551.

“Chapter 1201” means V.T.C.A., Government Code, Chapter 1201.

“Chapter 1206” means V.I.C.A., Government Code, Chapter 1206.

Chapter 1208 means V.I.C.A., Government Code, Chapter 1208.

Chapter 150Z. Infileds V.I.C.A., Government Code, Chapter 150Z.

Chapter 2250 means V.T.C.A., Government Code, Chapter 2250.

Chapter 2257 means V.T.C.R., Government Code, Chapter 2257.

1           “Code” means the Internal Revenue Code of 1986.

2           “Concurrent Bonds” means the “CITY OF AUSTIN, TEXAS, WATER AND  
3 WASTEWATER SYSTEM REVENUE BONDS, SERIES 2020B” authorized for  
4 issuance by the Thirty-Third Supplement.

5           “Construction Fund” shall have the meaning given in Section 36 of the Thirty-  
6 Second Supplement.

7           “Delivery Date” means the date all or any portion of the Bonds are delivered  
8 to the Purchaser in exchange for the agreed purchase price of the delivered Bonds.

9           “Holders” means the registered owners or holders of the Bonds.

10          “Initial Bonds” shall have the meaning given in Section 9 of the Thirty-Second  
11 Supplement.

12          “Master Ordinance” means Ordinance No. 000608-56A passed by council on  
13 June 8, 2000.

14          “Paying Agent/Registrar” means Wilmington Trust, National Association.

15          “Previously Issued Parity Water/Wastewater Obligations” means the  
16 outstanding (1) “City of Austin, Texas, Water and Wastewater System Revenue  
17 Refunding Bonds, Series 2004A”, (2) “City of Austin, Texas, Water and Wastewater  
18 System Variable Rate Revenue Refunding Bonds, Series 2008”, together with  
19 certain regularly scheduled payments under the Series 2008 Interest Rate  
20 Management Agreement and the Series 2008 Liquidity Agreement (as these terms  
21 are defined in Ordinance No. 20080306-053), (3) “City of Austin, Texas, Water and  
22 Wastewater System Revenue Refunding Bonds, Series 2009”, (4) “City of Austin,  
23 Texas, Water and Wastewater System Revenue Refunding Bonds, Series 2009A”,  
24 (5) “City of Austin, Texas, Water and Wastewater System Revenue Bonds, Series  
25 2010”, (6) “City of Austin, Texas, Water and Wastewater System Revenue  
26 Refunding Bonds, Series 2010A”, (7) “City of Austin, Texas, Water and Wastewater  
27 System Revenue Refunding Bonds, Series 2010B (Direct Subsidy-Build America  
28 Bonds)”, (8) “City of Austin, Texas, Water and Wastewater System Revenue  
29 Refunding Bonds, Series 2011”, (9) “City of Austin, Texas, Water and Wastewater  
30 System Revenue Refunding Bonds, Series 2012”, (10) “City of Austin, Texas, Water  
31 and Wastewater System Revenue Refunding Bonds, Series 2013A”, (11) “City of  
32 Austin, Texas, Water and Wastewater System Revenue Refunding Bonds, Series  
33 2014”, (12) “City of Austin, Texas, Water and Wastewater System Revenue  
34 Refunding Bonds, Series 2015A”, (13) “City of Austin, Texas, Water and  
35 Wastewater System Revenue Refunding Bonds, Taxable Series 2015B”, (14) “City  
36 of Austin, Texas, Water and Wastewater System Revenue Refunding Bonds, Series  
37 2016”, (15) “City of Austin, Texas, Water and Wastewater System Revenue Bonds,

1 Series 2016A”, (16) “City of Austin, Texas, Water and Wastewater System Revenue  
2 Refunding Bonds, Series 2017”, (17) “City of Austin, Texas, Water and Wastewater  
3 System Revenue Bonds, Series 2017A”, (18) “City of Austin, Texas Water and  
4 Wastewater System Revenue Bonds, Series 2018” and (19) “City of Austin, Texas  
5 Water and Wastewater System Revenue Bonds, Series 2019”.

6 “Prior Supplements” mean Ordinances Nos. 040930-83, 20080306-052,  
7 20080306-053, 20081211-77, 20091105-051, 20091217-004, 20101118-074,  
8 20111103-051, 20120628-101, 20130620-074, 20140522-040, 20150604-038,  
9 20150604-039, 20160421-011, 20161020-002, 20170622-016, 20171012-002,  
10 20181018-004, and 20191003-002, authorizing the issuance of the Previously Issued  
11 Parity Water/Wastewater Obligations.

12 “Purchaser” or “TWDB” means the Texas Water Development Board.

13 “Security Register” shall have the meaning given in Section 5 of the Thirty-  
14 Second Supplement.

15 “State” means the State of Texas.

16 “Thirty-Second Supplement” means this Ordinance No. 2020\_\_\_\_-\_\_\_\_  
17 authorizing the issuance of the Bonds.

18 “Thirty-Third Supplement” means Ordinance No. 2020\_\_\_\_-\_\_\_\_ authorizing  
19 the issuance of the Concurrent Bonds.

20 The terms used in the Thirty-Second Supplement and not otherwise defined  
21 shall have the meanings given in the Master Ordinance or the Prior Supplements.

22 The Bonds shall be secured by a lien on, and pledge of, the Net Revenues on  
23 parity with the outstanding “Parity Water/Wastewater Obligations” issued in  
24 accordance with and under the terms and provisions of the Master Ordinance and  
25 the Prior Supplements. There are no Previously Issued Separate Lien Obligations  
26 outstanding. Council affirms that the Master Ordinance provides that no additional  
27 revenue obligations shall be issued on parity with the Prior First Lien Obligations or  
28 the Prior Subordinate Lien Obligations.

29 **SECTION 2: AUTHORIZATION – DESIGNATION – PRINCIPAL**  
30 **AMOUNT - PURPOSE.** Revenue bonds of the City shall be and are authorized to  
31 be issued in the aggregate principal amount of \$11,200,000 and designated the  
32 “CITY OF AUSTIN, TEXAS, WATER AND WASTEWATER SYSTEM  
33 REVENUE BONDS, SERIES 2020A” (the “Bonds”), for the purpose of improving  
34 and extending the Water/Wastewater System by financing projects that are part of  
35 the City’s wastewater treatment system, and paying costs of issuance, in conformity  
36 with the Constitution and laws of the State, including Chapter 1502.

1           **SECTION 3: FULLY REGISTERED OBLIGATIONS—AUTHORIZED**  
2 **DENOMINATIONS – STATED MATURITIES - DATE.** The Bonds shall be  
3 issued as fully registered obligations, without coupons, shall be in denominations of  
4 \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be numbered  
5 consecutively from R-1 upward (except as provided in Section 9 of the Thirty-  
6 Second Supplement). The Bonds shall bear interest on the unpaid principal amounts  
7 from the date and at the rate(s) per annum as specified in Section 4 below (calculated  
8 on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall  
9 be payable on November 15 and May 15 in each year, commencing on November  
10 15, 2020, until maturity or prior redemption, as provided in the FORM OF BOND.

11           **SECTION 4: PRINCIPAL PAYMENTS AND INTEREST RATES;**  
12 **REDEMPTION.**

13           (a) The Bonds shall be dated \_\_\_\_\_, 2020 (the “Dated Date”), shall be in  
14 any Authorized Denomination, shall bear interest from their Delivery Date in the  
15 manner described in the FORM OF BOND at the rates per annum, and the principal  
16 on the Bonds shall mature on November 15 in each of the years and in the amounts,  
17 respectively, set forth in Schedule I attached to this Thirty-Second Supplement.

18  
19           (b) The City may redeem Bonds prior to their scheduled maturity on the dates  
20 and in the manner set forth in the FORM OF BOND. If less than all of the maturities  
21 of the Bonds are redeemed by the City, the City shall determine the maturities and  
22 amounts to be redeemed and shall direct the Paying Agent/Registrar to call Bonds  
23 by lot within a maturity and in a principal amount for redemption. Notice of any  
24 redemption shall be given in the manner set forth in the FORM OF BOND. Notice  
25 of any redemption also shall be given by United States mail, first class postage  
26 prepaid, (i) at least 30 days prior to the scheduled redemption date to the MSRB and  
27 to any national information service that disseminates redemption notices, and (ii) at  
28 least 90 days prior to the scheduled redemption date to the TWDB. Any notice sent  
29 to the MSRB and to any national information service that disseminates redemption  
30 notices must be sent so that the notice is received at least two days prior to the general  
31 mailing of notice as set forth in the FORM OF BOND.

32           (c) Each redemption notice, whether required in the FORM OF BOND or  
33 otherwise by this Thirty-Second Supplement, shall contain a description of the  
34 Bonds to be redeemed, including the complete name of the Bonds, the series, the  
35 date of issue, the interest rate, the maturity date, the CUSIP number, if any, the  
36 amounts called for redemption, the publication and mailing date for the notice, the  
37 date of redemption, the redemption price, the name of the Paying Agent/Registrar  
38 and the address at which the Bond may be redeemed including a contact person and  
39 telephone number. All redemption payments made by the Paying Agent/Registrar

1 to the registered owners of the Bonds shall include a CUSIP number relating to each  
2 amount paid to such registered owner.  
3

4 **SECTION 5: TERMS OF PAYMENT - PAYING AGENT**  
5 **/REGISTRAR.** The principal of, premium, if any, and the interest on the Bonds,  
6 due and payable by reason of maturity, redemption or otherwise, shall be payable  
7 only to the Holders appearing on the registration and transfer books maintained by  
8 the Paying Agent/Registrar and the payment shall be in any coin or currency of the  
9 United States of America, which at the time of payment is legal tender for the  
10 payment of public and private debts, and shall be without exchange or collection  
11 charges to the Holders.

12 The selection and appointment of the Paying Agent/Registrar for the Bonds is  
13 approved and confirmed. Books and records relating to the registration, payment,  
14 exchange and transfer of the Bonds (the "Security Register") shall at all times be  
15 kept and maintained on behalf of the City by the Paying Agent/Registrar, all as  
16 provided in the Thirty-Second Supplement, in accordance with the terms and  
17 provisions of a "Paying Agent/Registrar Agreement," substantially in the form of  
18 paying agent agreements previously approved by council in connection with the  
19 issuance of public securities, and such reasonable rules and regulations as the Paying  
20 Agent/Registrar and the City may prescribe. The City covenants to maintain and  
21 provide a Paying Agent/Registrar at all times until the Bonds are paid and  
22 discharged, and any successor Paying Agent/Registrar shall be a bank, trust  
23 company, financial institution or other entity qualified and authorized to serve in  
24 such capacity and perform the duties and services of Paying Agent/Registrar. Upon  
25 any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly  
26 cause a written notice of the change to be sent to each Holder by United States Mail,  
27 first class postage prepaid, which notice shall also give the address of the new Paying  
28 Agent/Registrar.

29 If required by law, the City shall not execute the Paying Agent/Registrar  
30 Agreement unless the Paying Agent/Registrar has confirmed to the City that it has  
31 made disclosure filings to the Texas Ethics Commission in accordance with Section  
32 2252.908, Texas Government Code. Within 30 days of receipt of the disclosure  
33 filings from the Paying Agent/Registrar, the City will submit a copy of the disclosure  
34 filings to the Texas Ethics Commission.

35 Principal of and premium, if any, on the Bonds shall be payable at the Stated  
36 Maturities or redemption of the Bonds, only upon presentation and surrender of the  
37 Bonds to the Paying Agent/Registrar at its designated office in Dallas, Texas (the  
38 "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the  
39 Holders whose names appear in the Security Register at the close of business on the  
40 Record Date (the last Business Day of the month next preceding each interest  
41 payment date), and interest shall be paid by the Paying Agent/Registrar (i) by check

1 sent United States Mail, first class postage prepaid, to the address of the Holder  
2 recorded in the Security Register or (ii) by such other method, acceptable to the  
3 Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If  
4 the date for the payment of the principal of or interest on the Bonds is a day other  
5 than a Business Day, then the date for payment shall be the next succeeding Business  
6 Day; and payment on that date shall have the same force and effect as if made on the  
7 original date payment was due. If TWDB is the Beneficial Owner of 100% in  
8 aggregate principal amount of the Bonds then Outstanding, principal shall be paid  
9 to TWDB by wire transfer, at no expense to TWDB.

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

20 **SECTION 6: REGISTRATION-TRANSFER-EXCHANGE OF BONDS**  
21 **- PREDECESSOR BONDS.** The Paying Agent/Registrar shall obtain, record, and  
22 maintain in the Security Register the name and address of each registered owner of  
23 the Bonds issued under the provisions of the Thirty-Second Supplement. Any Bond  
24 may, in accordance with its terms and the terms of the Thirty-Second Supplement,  
25 be transferred or exchanged for Bonds of other authorized denominations upon the  
26 Security Register by the Holder, in person or the Holder's authorized agent, upon  
27 surrender of the Bond to the Paying Agent/Registrar for cancellation, accompanied  
28 by a written instrument of transfer or request for exchange executed by the Holder  
29 or the Holder's authorized agent, in form satisfactory to the Paying Agent/ Registrar.

30 Upon surrender for transfer of any Bond (other than the Initial Bonds  
31 authorized in Section 9 of the Thirty-Second Supplement) at the Designated  
32 Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar  
33 shall register and deliver, in the name of the designated transferee(s), one or more  
34 new Bonds executed on behalf of, and furnished by, the City of authorized  
35 denominations and having the same Stated Maturity and of a like aggregate principal  
36 amount as the Bond or Bonds surrendered for transfer.

37 At the option of the Holder, Bonds (other than the Initial Bonds authorized in  
38 Section 9 of the Thirty-Second Supplement) may be exchanged for other Bonds of  
39 authorized denominations and having the same Stated Maturity, bearing the same  
40 rate of interest and of like aggregate principal amount as the Bonds surrendered for

1 exchange, upon surrender of the Bonds to be exchanged at the Designated  
2 Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are  
3 surrendered for exchange, the Paying Agent/Registrar shall register and deliver new  
4 Bonds, executed on behalf of, and furnished by, the City, to the Holder requesting  
5 the exchange.

6 All Bonds issued upon any transfer or exchange of Bonds shall be delivered  
7 at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by  
8 United States Mail, first class postage prepaid, to the Holder and, upon the delivery,  
9 the same shall be valid obligations of the City, evidencing the same obligation to  
10 pay, and entitled to the same benefits under the Thirty-Second Supplement, as the  
11 Bonds surrendered in such transfer or exchange.

12 All transfers or exchanges of Bonds under this Section shall be made without  
13 expense or service charge to the Holder, except as otherwise provided in the Thirty-  
14 Second Supplement, and except that the Paying Agent/Registrar shall require  
15 payment by the Holder requesting such transfer or exchange of any tax or other  
16 governmental charges required to be paid with respect to such transfer or exchange.

17 Bonds canceled by reason of an exchange or transfer under the provisions of  
18 the Thirty-Second Supplement are defined to be "Predecessor Bonds," evidencing  
19 all or a portion, as the case may be, of the same obligation to pay evidenced by the  
20 Bond or Bonds registered and delivered in the exchange or transfer. Additionally,  
21 the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen  
22 Bond for which a replacement Bond has been issued, registered and delivered under  
23 Section 19 of the Thirty-Second Supplement and the new replacement Bond shall be  
24 deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen  
25 Bond.

26 Neither the City nor the Paying Agent/Registrar shall be required to transfer  
27 or exchange any Bond called for redemption, in whole or in part, within 45 days of  
28 the date fixed for redemption of the Bond; provided, however, this limitation of  
29 transfer shall not be applicable to an exchange by the Holder of the unredeemed  
30 balance of a Bond called for redemption in part.

31 The Paying Agent/Registrar for the Bonds shall act as the closing agent for  
32 the delivery of the Bonds to the TWDB, and in connection therewith, the Paying  
33 Agent/Registrar understands the Bonds are to be delivered to the TWDB using the  
34 book-entry only system provided by DTC.

35  
36 The City agrees to deliver to the Paying Agent/Registrar one initial Bond for  
37 each maturity, numbered consecutively from T-1 upward, as provided in Section 9  
38 of the Thirty-Second Supplement, and registered to the TWDB following the  
39 approval by the Attorney General of the State and the registration by the Comptroller

1 of Public Accounts. Proceeds from the Bonds will be held in escrow and disbursed  
2 to the City in accordance with procedures approved by the TWDB.  
3

4           **SECTION 7: BOOK-ENTRY-ONLY                      TRANSFERS                      AND**  
5 **TRANSACTIONS.** Notwithstanding the provisions contained in Sections 4, 5 and  
6 6 of the Thirty-Second Supplement relating to the payment, and transfer/exchange  
7 of the Bonds, the City approves and authorizes the use of the “Book-Entry-Only”  
8 securities clearance, settlement and transfer system provided by The Depository  
9 Trust Company (“DTC”), a limited purpose trust company organized under the laws  
10 of the State of New York, in accordance with the operational arrangements  
11 referenced in the Blanket Issuer Letter of Representation, by and between the City  
12 and DTC (the “Depository Agreement”).

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

20           In the event DTC determines to discontinue serving as securities depository  
21 for the Bonds or otherwise ceases to provide book-entry clearance and settlement of  
22 securities transactions in general or the City determines that DTC is incapable of  
23 properly discharging its duties as securities depository for the Bonds, the City  
24 covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in  
25 definitive form and provide for the Bond certificates to be issued and delivered to  
26 DTC Participants and Beneficial Owners, as the case may be. The Bonds in  
27 definitive form shall be assigned, transferred and exchanged on the Security Register  
28 maintained by the Paying Agent/Registrar and payment of the Bonds not held by  
29 DTC under the Depository Agreement shall be made in accordance with the  
30 provisions of Sections 4, 5 and 6 of the Thirty-Second Supplement.

31           **SECTION 8: EXECUTION - REGISTRATION.** The Bonds shall be  
32 executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal  
33 reproduced or impressed on the Bonds and countersigned by the City Clerk. The  
34 signature of the officers on the Bonds may be manual or facsimile. Bonds bearing  
35 the manual or facsimile signatures of individuals who are or were the proper officers  
36 of the City on the Dated Date shall be deemed to be executed on behalf of the City,  
37 notwithstanding that those individuals or either of them shall cease to hold the  
38 offices at the time of delivery of the Bonds to the Purchaser and with respect to  
39 Bonds delivered in subsequent exchanges and transfers, all as authorized and  
40 provided in Chapter 1201.

1 No Bond shall be entitled to any right or benefit under the Thirty-Second  
2 Supplement, or be valid or obligatory for any purpose, unless there appears on the  
3 Bond either a certificate of registration substantially in the form provided in the  
4 FORM OF BOND, manually executed by the Comptroller of Public Accounts of the  
5 State or his or her authorized agent, or a certificate of registration substantially in  
6 the form provided in the FORM OF BOND, manually executed by an authorized  
7 officer, employee or representative of the Paying Agent/Registrar, and either  
8 certificate upon any Bond signed shall be conclusive evidence, and the only  
9 evidence, that the Bond has been certified, registered and delivered.

10 **SECTION 9: INITIAL BONDS.** The Bonds shall be initially issued as  
11 multiple fully registered bonds, being one bond for each stated maturity in the  
12 applicable principal amount and denomination and to be numbered consecutively  
13 from T-1 and upward (the "Initial Bonds"). In either case, the Initial Bonds shall be  
14 registered in the name of the Purchaser or its designee. The Initial Bonds shall be  
15 the Bonds submitted to the Office of the Attorney General of the State for approval,  
16 certified and registered by the Office of the Comptroller of Public Accounts of the  
17 State and delivered to the Purchaser. Any time after the delivery of the Initial Bonds,  
18 the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or  
19 its designee, shall cancel the Initial Bonds delivered and exchange for the Initial  
20 Bonds definitive Bonds of authorized denominations, Stated Maturities, principal  
21 amounts and bearing applicable interest rates for transfer and delivery to the Holders  
22 named at the addresses identified for the Holders; all pursuant to and in accordance  
23 with such written instructions from the Purchaser, or its designee, and any other  
24 information and documentation as the Paying Agent/Registrar may reasonably  
25 require.

26 **SECTION 10: FORMS.** The Bonds, the Registration Certificate of the  
27 Comptroller of Public Accounts of the State, the Certificate of Registration, and the  
28 form of Assignment to be printed on each of the Bonds, shall be substantially in the  
29 forms set forth in the FORM OF BOND set forth in **Exhibit A** to the Thirty-Second  
30 Supplement, with appropriate insertions, omissions, substitutions, and other  
31 variations as are permitted or required by the Thirty-Second Supplement, and may  
32 have such letters, numbers, or other marks of identification (including identifying  
33 numbers and letters of the Committee on Uniform Securities Identification  
34 Procedures (CUSIP) of the American Bankers Association) and any other legends  
35 and endorsements (including insurance legends in the event the Bonds, or any  
36 maturities of the Bonds, are purchased with insurance and any reproduction of an  
37 opinion of counsel) as may be established by the City or determined by the officers  
38 executing the Bonds as evidenced by their execution of the Bonds. Any portion of  
39 the text of any Bond may be set forth on the reverse of the Bond, with an appropriate  
40 reference on the face of the Bond.

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

5       **SECTION 11: CRITERIA FOR ISSUANCE OF PARITY WATER/**  
6 **WASTEWATER OBLIGATIONS.** The City has provided certain criteria and  
7 established certain covenants and agreements in relation to the issuance of Parity  
8 Water/Wastewater Obligations of the Water/Wastewater System pursuant to the  
9 Master Ordinance and Prior Supplements. The Thirty-Second Supplement provides  
10 for the authorization, issuance, sale, delivery, form, characteristics, provisions of  
11 payment, and security of the Bonds which are Parity Water/Wastewater Obligations.  
12 The Master Ordinance is incorporated by reference and made a part of the Thirty-  
13 Second Supplement for all purposes, except to the extent modified and supplemented  
14 by the Prior Supplements and the Thirty-Second Supplement, and the Bonds are  
15 declared to be Parity Water/Wastewater Obligations under the Master Ordinance and  
16 Prior Supplements. The City determines that it will have sufficient funds to meet  
17 the financial obligations of the Water/Wastewater System, including sufficient Net  
18 Revenues to pay the Annual Debt Service Requirements of the Bonds and the  
19 Previously Issued Parity Water/Wastewater Obligations and to meet all financial  
20 obligations of the City relating to the Water/Wastewater System.

21       **SECTION 12: PLEDGE.** The Net Revenues of the Water/Wastewater  
22 System are pledged to the payment of the Bonds, and the Bonds, together with the  
23 Prior Subordinate Lien Obligations and the Previously Issued Parity  
24 Water/Wastewater Obligations currently Outstanding, shall be equally and ratably  
25 secured by a parity lien on and pledge of the Net Revenues of the Water/Wastewater  
26 System in accordance with the terms of the Master Ordinance and the Thirty-Second  
27 Supplement. Additionally, the Bonds and the Previously Issued Parity  
28 Water/Wastewater Obligations shall be equally and ratably secured by a lien on the  
29 funds, if any, deposited to the credit of the Debt Service Fund in accordance with  
30 the terms of the Master Ordinance, the Prior Supplements and the Thirty-Second  
31 Supplement. The Parity Water/Wastewater Obligations, and the interest on the Parity  
32 Water/Wastewater Obligations, shall constitute a lien on the Net Revenues of the  
33 Water/Wastewater System and be valid and binding and fully perfected from and  
34 after the date of adoption of the Thirty-Second Supplement without physical delivery  
35 or transfer or transfer of control of the Net Revenues, the filing of the Thirty-Second  
36 Supplement or any other act, all as provided in Chapter 1208. The owners of the  
37 Parity Water/Wastewater Obligations shall never have the right to demand payment  
38 out of funds raised or to be raised by taxation, or from any source other than specified  
39 in the Master Ordinance, the Prior Supplements and the Thirty-Second Supplement.

Chapter 1208 applies to the issuance of the Bonds and the pledge of the Net Revenues of the Water/Wastewater System granted by the City under this Section 12, and the pledge is valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Net Revenues of the Water/Wastewater System granted by the City under this Section 12 is to be subject to the filing requirements of Chapter 9, then to preserve to the registered owners of the Bonds the perfection of the security interest in the pledge, the City agrees to take measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, and enable a filing to perfect the security interest in the pledge to occur.

**SECTION 13: DEBT SERVICE FUND.** By reason of the issuance of the Bonds, the City need not establish any special accounts within the Debt Service Fund and following the delivery of the Bonds, the City agrees and covenants that in addition to the deposits for the payment of the Previously Issued Parity Water/Wastewater Obligations there shall be deposited to the credit of the Debt Service Fund an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds falling due on or before each maturity, mandatory redemption date and interest payment date, and such deposits shall be made in substantially equal monthly amounts on or before the 14th day of each month beginning on or before the 14th day of the month next following the month the Bonds are delivered to the Purchaser.

The required monthly deposits to the Debt Service Fund for the payment of principal of and interest on the Bonds shall continue to be made in the manner provided in this Section until such time as (i) the total amount on deposit in the Debt Service Fund is equal to the amount required to fully pay and discharge all Parity Water/Wastewater Obligations then Outstanding or (ii) the Bonds are no longer outstanding, *i.e.*, fully paid as to principal and interest or all the Bonds have been refunded.

Any accrued interest received from the Purchaser shall be deposited in the Debt Service Fund, and shall be taken into consideration and reduce the amount of the monthly deposits that would otherwise be required to be deposited to the credit of the Debt Service Fund from the Net Revenues of the Water/Wastewater System.

**SECTION 14: RESERVE FUND.** In accordance with the provisions of the Prior Supplements authorizing the issuance of certain of the Previously Issued Water/Wastewater Obligations, the Required Reserve Amount is funded with cash and Credit Facilities originally issued by Ambac Assurance Corporation and XL Capital Assurance Inc.

The Reserve Fund shall be funded in an amount of no less than the average annual debt service requirements on the Bonds, either (a) with proceeds of the

1 Bonds, in the amount described in the letter of instructions executed in accordance  
2 with Section 26 of the Thirty-Second Supplement, or (b) by the deposit of Net  
3 Revenues in approximately equal monthly installments over the initial 60 months  
4 following the issuance of the Bonds, all in accordance with the Board Resolution  
5 and as further provided in the letter of instructions.

6 Furthermore, in accordance with Section 10(d) of the Master Ordinance,  
7 council finds that the Gross Revenues will be sufficient to meet the obligations of  
8 the Water/Wastewater System, including sufficient Net Revenues to satisfy the  
9 Annual Debt Service Requirements of Parity Water/Wastewater Obligations  
10 currently Outstanding and the financial obligations of the City under any Credit  
11 Facility entered into with the Credit Facility providers.

12 **SECTION 15: PAYMENT OF BONDS.** On or before the first scheduled  
13 interest payment date, and on or before each subsequent interest payment date and  
14 principal payment date while any Bond is Outstanding, the City shall cause an  
15 amount to be transferred to the Paying Agent/Registrar in immediately available  
16 funds from the Debt Service Fund sufficient to pay the interest on and the principal  
17 amount of the Bonds, as shall become due on each payment date, respectively, at  
18 maturity or by redemption prior to maturity. The Paying Agent/Registrar shall  
19 destroy all paid Bonds and furnish the City with an appropriate certificate of  
20 cancellation or destruction.

21  
22 **SECTION 16: COVENANTS TO MAINTAIN TAX-EXEMPT STATUS.**  
23

24 The City covenants to refrain from any action which would adversely affect,  
25 or to take any action to assure, the treatment of the Bonds as obligations described  
26 in section 103 of the Code, the interest on which is not includable in the "gross  
27 income" of the holder for purposes of federal income taxation. In furtherance there-  
28 of, the City covenants as follows:  
29

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

38 (b) to take any action to assure that in the event that the "private business  
39 use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the  
40 Bonds or the projects financed therewith (less amounts deposited into a reserve fund,

1 if any) then the amount in excess of 5 percent is used for a "private business use"  
2 which is "related" and not "disproportionate", within the meaning of section  
3 141(b)(3) of the Code, to the governmental use;

4 (c) to take any action to assure that no amount which is greater than the  
5 lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts  
6 deposited into a reserve fund, if any), is directly or indirectly used to finance loans  
7 to persons, other than state or local governmental units, in contravention of section  
8 141(c) of the Code;

9 (d) to refrain from taking any action which would otherwise result in the  
10 Bonds being treated as "private activity bonds" within the meaning of section 141(a)  
11 of the Code;

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

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

19 (1) proceeds of the Bonds invested for a reasonable temporary  
20 period, until such proceeds are needed for the purpose for which the Bonds  
21 are issued,

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

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

27 (g) to otherwise restrict the use of the proceeds of the Bonds or amounts  
28 treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not  
29 otherwise contravene the requirements of section 148 of the Code (relating to  
30 arbitrage);

31 (h) to refrain from using the proceeds of the Bonds or the proceeds of any  
32 prior bonds to pay debt service on another issue more than ninety (90) days after the  
33 issuance of the Bonds in contravention of section 149 of the Code (relating to  
34 advance refundings);

1 (i) to pay to the United States of America at least once during each five-  
2 year period (beginning on the Delivery Date of the Bonds) an amount that is at least  
3 equal to 90 percent of the "excess earnings", within the meaning of section 148(f) of  
4 the Code, and to pay to the United States of America, not later than 60 days after the  
5 Bonds have been paid in full, 100 percent of the amount then required to be paid as  
6 a result of Excess Earnings under section 148(f) of the Code; and

7 (j) to file with the Internal Revenue Service an executed Form 8038-G, in  
8 furtherance of the requirements of section 149(e) of the Code.

9 The City understands that the term "proceeds" includes "disposition proceeds"  
10 as defined in the Treasury Regulations and, in the case of a refunding bond,  
11 transferred proceeds (if any) and proceeds of the refunded bonds expended prior to  
12 the date of the issuance of the Bonds. It is the understanding of the City that these  
13 covenants are intended to assure compliance with the Code and any regulations or  
14 rulings promulgated by the U.S. Department of the Treasury pursuant to the Code.  
15 In the event that regulations or rulings are hereafter promulgated which modify or  
16 expand provisions of the Code, as applicable to the Bonds, the City will not be  
17 required to comply with any covenant contained in this Section to the extent that the  
18 failure to comply, in the opinion of nationally-recognized bond counsel, will not  
19 adversely affect the exemption from federal income taxation of interest on the Bonds  
20 under section 103 of the Code. In the event that regulations or rulings are hereafter  
21 promulgated which impose additional requirements which are applicable to the  
22 Bonds, the City agrees to comply with the additional requirements to the extent  
23 necessary, in the opinion of nationally-recognized bond counsel, to preserve the  
24 exemption from federal income taxation of interest on the Bonds under section 103  
25 of the Code. In furtherance of the foregoing, the Mayor, the City Manager, any  
26 Assistant City Manager, the Chief Financial Officer of the City, any Deputy  
27 Financial Officer of the City and the City Treasurer may execute any certificates or  
28 other reports required by the Code and make such elections, on behalf of the City,  
29 which may be permitted by the Code as are consistent with the purpose for the  
30 issuance of the Bonds. In order to facilitate compliance with the above clause (i), a  
31 "Rebate Fund" is established by the City for the sole benefit of the United States of  
32 America, and the Rebate Fund shall not be subject to the claim of any other person,  
33 including without limitation the registered owners of the Bonds. The Rebate Fund  
34 is established for the additional purpose of compliance with section 148 of the Code.

35 **SECTION 16A: ALLOCATION OF, AND LIMITATION ON,**  
36 **EXPENDITURES FOR THE BOND-FINANCED PROPERTY;**  
37 **DISPOSITION OF BOND-FINANCED PROPERTY.**

38 The City covenants to account for on its books and records the expenditure of  
39 proceeds from the sale of the Bonds and any investment earnings thereon to be used  
40 for the improvement and extension of the System (referred to in this Section as a

1 "Project") by allocating proceeds to expenditures within 18 months of the later of  
2 the date that (a) the expenditure on a Project is made or (b) each such Project is  
3 completed. The foregoing notwithstanding, the City shall not expend such proceeds  
4 or investment earnings more than 60 days after the later of (a) the fifth anniversary  
5 of the Delivery Date of the Bonds or (b) the date the Bonds are retired, unless the  
6 City obtains an opinion of nationally-recognized bond counsel substantially to the  
7 effect that such expenditure will not adversely affect the tax-exempt status of the  
8 Bonds. For purposes of this Section, the City shall not be obligated to comply with  
9 this covenant if it obtains an opinion of nationally-recognized bond counsel to the  
10 effect that such failure to comply will not adversely affect the excludability for  
11 federal income tax purposes from gross income of the interest.

12  
13 The City covenants that the property constituting the Project will not be sold  
14 or otherwise disposed in a transaction resulting in the receipt by the City of cash or  
15 other compensation, unless the City obtains an opinion of nationally-recognized  
16 bond counsel substantially to the effect that the sale or other disposition will not  
17 adversely affect the tax-exempt status of the Bonds. The portion of the property  
18 comprising personal property and disposed of in the ordinary course of business shall  
19 not be treated as a transaction resulting in the receipt of cash or other compensation.  
20 The City shall not be obligated to comply with this covenant if it obtains an opinion  
21 of nationally-recognized bond counsel to the effect that the failure to comply will  
22 not adversely affect the excludability for federal income tax purposes from gross  
23 income of the interest.

#### 24 25 **SECTION 17: AMENDMENT OF THIRTY-SECOND SUPPLEMENT.**

26  
27 (a) Required Owner Consent for Amendments. The owners of a majority  
28 in Outstanding Principal Amount of the Bonds shall have the right from time to time  
29 to approve any amendment to the Thirty-Second Supplement which may be deemed  
30 necessary or desirable by the City; provided, however, nothing contained in the  
31 Thirty-Second Supplement shall permit or be construed to permit the amendment of  
32 the terms and conditions in the Thirty-Second Supplement so as to:

- 33 (1) Make any change in the maturity of any of the Outstanding Bonds;
- 34 (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- 35 (3) Reduce the amount of the principal payable on the Bonds;
- 36 (4) Modify the terms of payment of principal of, premium, if any, or  
37 interest on the Outstanding Bonds or impose any conditions with  
38 respect to such payment;
- 39 (5) Affect the rights of the owners of less than all of the Bonds then  
40 Outstanding;
- 41 (6) Amend this subsection (a) of this Section; or

1           (7)    Change the minimum percentage of the principal amount of Bonds  
2                    necessary for consent to any amendment;

3  
4    unless such amendment or amendments be approved by the owners of all of the  
5    Bonds affected by the change or amendment then Outstanding.

6           (b)    Notice of Amendment Requiring Consent. If at any time the City shall  
7    desire to amend the Thirty-Second Supplement under this Section, the City shall  
8    cause notice of the proposed amendment to be published in a financial newspaper or  
9    journal published in The City of New York, New York, and a newspaper of general  
10   circulation in the City, once during each calendar week for at least two successive  
11   calendar weeks. The notice shall briefly set forth the nature of the proposed  
12   amendment and shall state that a copy of the notice is on file with the Paying  
13   Agent/Registrar for the Bonds. Publication is not required, however, if notice in  
14   writing is given by United States Mail, first class postage prepaid, to each owner of  
15   the Bonds.

16          (c)    Time Period for Obtaining Consent. If within one year from (i) the date  
17   of the first publication of notice or (ii) the date of the mailing by the Paying  
18   Agent/Registrar of written notice to the owners of the Bonds, whichever date first  
19   occurs if both methods of giving notice are used, the City shall receive an instrument  
20   or instruments executed by the owners of at least a majority in Outstanding Principal  
21   Amount of the Bonds consenting to and approving such amendment in substantially  
22   the form of the copy of such instrument on file with each Paying Agent/Registrar,  
23   the governing body of the City may pass the amendatory ordinance in substantially  
24   the same form.

25          (d)    Revocation of Consent. Any consent given by the owner of a Bond  
26   pursuant to the provisions of this Section shall be irrevocable for a period of six  
27   months from the date for measuring the one year period to obtain consents noted in  
28   paragraph (c) above, and shall be conclusive and binding upon all future owners of  
29   the same Bonds during such period. At any time after six months from the date for  
30   measuring the one year period to obtain consents noted in paragraph (c) above,  
31   consent may be revoked by the owner who gave the consent, or by a successor in  
32   title, by filing written notice with the Paying Agent/Registrar for the Bonds and the  
33   City, but revocation shall not be effective if the owners of at least a majority in  
34   Outstanding Principal Amount of the then Outstanding Bonds as determined in  
35   accordance with this Section have, prior to the attempted revocation, consented to  
36   and approved the amendment.

37          (e)    Implementation of Amendment. Upon the passage of any amendatory  
38   ordinance pursuant to the provisions of this Section, the Thirty-Second Supplement  
39   shall be deemed to be amended, and the respective rights, duties and obligations of  
40   the City under the Thirty-Second Supplement and all the owners of then Outstanding

1 Bonds shall be determined, exercised and enforced in all respects in accordance with  
2 the amendment.

3 (f) Amendment without Consent. The preceding provisions of this Section  
4 notwithstanding, the City by action of its governing body may amend the Thirty-  
5 Second Supplement for any one or more of the following purposes:

6 (1) To add to the covenants and agreements of the City contained  
7 in the Thirty-Second Supplement, other covenants and agreements  
8 thereafter to be observed, grant additional rights or remedies to the  
9 owners of the Bonds or to surrender, restrict or limit any right or power  
10 reserved in the Thirty-Second Supplement to or conferred upon the  
11 City;

12 (2) To make provision for the purpose of curing any ambiguity,  
13 or curing, correcting or supplementing any defective provision  
14 contained in the Thirty-Second Supplement, or in regard to clarifying  
15 matters or questions arising under the Thirty-Second Supplement, as  
16 are necessary or desirable and not contrary to or inconsistent with the  
17 Thirty-Second Supplement and which shall not adversely affect the  
18 interests of the owners of the Bonds then Outstanding;

19 (3) To modify any of the provisions of the Thirty-Second  
20 Supplement in any other respect whatever, provided that any  
21 modification shall be, and be expressed to be, effective only after all  
22 the Bonds outstanding at the date of the adoption of the modification  
23 shall cease to be outstanding;

24 (4) To make amendments to the Thirty-Second Supplement as  
25 may be required, in the opinion of Bond Counsel, to ensure compliance  
26 with sections 103 and 141 through 150 of the Code and the regulations  
27 promulgated under and applicable to those sections and regulations;

28 (5) To make changes, modifications or amendments as may be  
29 necessary or desirable to allow the owners of the Bonds to avail  
30 themselves of a book-entry system for payments, transfers and other  
31 matters relating to the Bonds, which changes, modifications or  
32 amendments are not contrary to or inconsistent with other provisions of  
33 the Thirty-Second Supplement and which shall not adversely affect the  
34 interests of the owners of the Bonds;

35 (6) To make amendments to the Thirty-Second Supplement as  
36 permitted by Section 21(e) of the Thirty-Second Supplement;

1 (7) To make changes, modifications or amendments as may be  
2 necessary or desirable to obtain the approval of the Bonds from the  
3 Attorney General of Texas, to obtain or maintain the granting of a rating  
4 on the Bonds by a Rating Agency or to obtain or maintain a Credit  
5 Agreement or a Credit Facility; and

6 (8) To make changes, modifications or amendments as may be  
7 necessary or desirable, which shall not adversely affect the interests of  
8 the owners of the Bonds, in order, to the extent permitted by law, to  
9 facilitate the economic and practical utilization of interest rate swap  
10 agreements, foreign currency exchange agreements, or similar types of  
11 agreements with respect to the Bonds.

12 Notice of an amendment may be published by the City in the manner described in  
13 clause (b) of this Section; provided, however, that the publication of a notice shall  
14 not constitute a condition precedent to the adoption of an amendatory ordinance and  
15 the failure to publish a notice shall not adversely affect the implementation of an  
16 amendment as adopted pursuant to the amendatory ordinance.

17 (g) Ownership. For the purpose of this Section, the ownership and other  
18 matters relating to all Bonds shall be established by the Security Register maintained  
19 by the Paying Agent/Registrar. Furthermore, the owner of any Bonds insured as to  
20 the payment of principal of and interest shall be deemed to be the insurance company  
21 providing the insurance coverage on the Bonds; provided, the amendment to the  
22 Thirty-Second Supplement is an amendment that can be made with the consent of a  
23 majority in Outstanding Principal Amount of the Bonds and the insurance company  
24 is not in default with respect to its obligations under its insurance policy, if any.

#### 25 **SECTION 18: FINAL DEPOSITS; GOVERNMENT OBLIGATIONS.**

26 All or any of the Bonds shall be deemed to be paid, retired and no longer outstanding  
27 within the meaning of the Thirty-Second Supplement when payment of the principal  
28 of, and redemption premium, if any, on the Bonds, plus interest on the Bonds to the  
29 due date (whether the due date is by reason of maturity or otherwise) either (i) shall  
30 have been made or caused to be made in accordance with the terms of the Bonds, or  
31 (ii) shall have been provided by irrevocably depositing with, or making available to,  
32 the Paying Agent/Registrar, in trust and irrevocably set aside exclusively for this  
33 payment, (1) money sufficient to make the payment or (2) Government Obligations,  
34 certified by an independent public accounting firm of national reputation, to mature  
35 as to principal and interest in amounts and at the times as will insure the availability,  
36 without reinvestment, of sufficient money to make this payment, and all necessary  
37 and proper fees, compensation and expenses of the Paying Agent/Registrar with  
38 respect to which the deposit is made shall have been paid or the payment provided  
39 for the satisfaction of the Paying Agent/Registrar. Once a Bond shall be deemed to  
40 be paid under the Thirty-Second Supplement, it shall no longer be secured by or

1 entitled to the benefit of the Thirty-Second Supplement, the Master Ordinance or a  
2 lien on and pledge of the Net Revenues of the Water/Wastewater System, and shall  
3 be entitled to payment solely from the money or Government Obligations.

4 Any moneys so deposited with the Paying Agent/Registrar, or an authorized  
5 escrow agent, may at the direction of the City also be invested in Government  
6 Obligations, maturing in the amounts and at the times as set forth in this Section,  
7 and all income from all Government Obligations not required for the payment of the  
8 Bonds, the redemption premium, if any, and interest on the Bonds, with respect to  
9 which the money has been so deposited, shall be turned over to the City or deposited  
10 as directed by the City. The City covenants that no deposit will be made or accepted  
11 under clause (ii) of this Section and no use made of any deposit which would cause  
12 the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the  
13 Code.

14 Notwithstanding any other provisions of the Thirty-Second Supplement, all  
15 money or Government Obligations set aside and held in trust pursuant to the  
16 provisions of this Section for the payment of the Bonds, the redemption premium, if  
17 any, and interest on the Bonds, shall be applied to and used for the payment of the  
18 Bonds, the redemption premium, if any, and interest on the Bonds and the income  
19 on the money or Government Obligations shall not be considered to be "Gross  
20 Revenues" under the Thirty-Second Supplement.

21 **SECTION 19: DAMAGED, MUTILATED, LOST, STOLEN, OR**  
22 **DESTROYED BONDS.** In the event any Outstanding Bond is damaged, mutilated,  
23 lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed,  
24 executed, and delivered, a new bond of the same principal amount, maturity, and  
25 interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in  
26 replacement for the Bond in the manner provided in this Section. An application for  
27 the replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be  
28 made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a  
29 Bond, the applicant for a replacement bond shall furnish to the City and to the Paying  
30 Agent/Registrar security or indemnity as may be required by them to save each of  
31 them harmless from any loss or damage with respect thereto. Also, in every case of  
32 loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the  
33 Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction  
34 of the Bond, as the case may be. In every case of damage or mutilation of a Bond,  
35 the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond  
36 so damaged or mutilated. Prior to the issuance of any replacement bond, the Paying  
37 Agent/Registrar shall charge the owner of the Bond with all legal, printing, and other  
38 expenses in connection with this issuance. Every replacement bond issued pursuant  
39 to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or  
40 destroyed shall constitute a contractual obligation of the City whether the lost, stolen,

1 or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall  
2 be entitled to all the benefits of the Thirty-Second Supplement equally and  
3 proportionately with any and all other Bonds issued under the Thirty-Second  
4 Supplement.

5 Notwithstanding the preceding provisions of this Section, in the event any  
6 Bond shall have matured, and no default has occurred which is then continuing in  
7 the payment of the principal of, redemption premium, if any, or interest on the Bond,  
8 the City may authorize the payment of the same (without surrender of the Bond  
9 except in the case of a damaged or mutilated Bond) instead of issuing a replacement  
10 Bond, provided security or indemnity is furnished as above provided in this Section.  
11 Furthermore, in accordance with Chapter 1206 (specifically Section 1206.022), this  
12 Section shall constitute authority for the issuance of any replacement bond without  
13 necessity of further action by the governing body of the City or any other body or  
14 person, and the duty of the replacement of Bonds is authorized and imposed upon  
15 the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and  
16 deliver replacement bonds in the form and manner and with the effect, as provided  
17 in Section 6 of the Thirty-Second Supplement for Bonds issued in exchange for other  
18 Bonds.

19 **SECTION 20: THIRTY-SECOND SUPPLEMENT TO CONSTITUTE**  
20 **A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the  
21 Bonds by the Holders from time to time, the Thirty-Second Supplement shall be  
22 deemed to be and shall constitute a contract between the City and the Holders from  
23 time to time of the Bonds and the pledge made in the Thirty-Second Supplement by  
24 the City and the covenants and agreements set forth in the Thirty-Second  
25 Supplement to be performed by the City shall be for the equal and proportionate  
26 benefit, security, and protection of all Holders, without preference, priority, or  
27 distinction as to security or otherwise of any of the Bonds authorized under the  
28 Thirty-Second Supplement over any of the others by reason of time of issuance, sale,  
29 or maturity or otherwise for any cause whatsoever, except as expressly provided in  
30 or permitted by the Thirty-Second Supplement.

31 **SECTION 21: CONTINUING DISCLOSURE UNDERTAKING.**

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

34 “MSRB” means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the City of the general type included in the final Official Statement and which is described in **Exhibit B** to the Thirty-Second Supplement, and (2) if not provided as part of the financial information and operating data, audited financial statements of the City, when and if available. Any financial statements provided shall be prepared in accordance with the accounting principles described in **Exhibit B** to the Thirty-Second Supplement, or other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of the statements and the audit is completed within twelve months after the end of each fiscal year ending in or after 2020. If audited financial statements of the City are not available by the end of the 12 month period, the City will provide notice that the audited financial statements are not available, and will provide unaudited financial statements by the end of the 12 month period and audited financial statements for the applicable fiscal year when and if the audited financial statements become available.

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

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

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the Obligated Person, and which reflect financial difficulties.

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

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

As used in clauses 15 and 16 above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

1 obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation  
2 shall not include Municipal Securities as to which a final official statement has been  
3 provided to the MSRB consistent with the Rule; the term "Municipal Securities"  
4 means securities which are direct obligations of, or obligations guaranteed as to  
5 principal or interest by, a state or any political subdivision thereof, or any agency or  
6 instrumentality of a state or any political subdivision thereof, or any municipal  
7 corporate instrumentality of one or more states and any other Municipal Securities  
8 described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same  
9 may be amended from time to time; and the term "Obligated Person" means the City.

10  
11 (d) Filings with the MSRB. All financial information, operating data,  
12 financial statements, notices, and other documents provided to the MSRB in  
13 accordance with this Section shall be provided in an electronic format prescribed by  
14 the MSRB and shall be accompanied by identifying information as prescribed by the  
15 MSRB.

16 (e) Limitations, Disclaimers, and Amendments. The City shall be  
17 obligated to observe and perform the covenants specified in this Section with respect  
18 to the City and the Bonds while, but only while, the City remains an "obligated  
19 person" with respect to the Bonds within the meaning of the Rule, except that the  
20 City in any event will give the notice required by subsection (c) of this Section of  
21 any Bond calls and defeasance that cause the City to be no longer such an "obligated  
22 person."

23 The provisions of this Section are for the sole benefit of the Holders and  
24 beneficial owners of the Bonds, and nothing in this Section, express or implied, shall  
25 give any benefit or any legal or equitable right, remedy, or claim to any other person.  
26 The City undertakes to provide only the financial information, operating data,  
27 financial statements, and notices which it has expressly agreed to provide pursuant  
28 to this Section and does not undertake to provide any other information that may be  
29 relevant or material to a complete presentation of the financial results, condition, or  
30 prospects of the City or the State or undertake to update any information provided  
31 in accordance with this Section or otherwise, except as expressly provided in this  
32 Section. The City does not make any representation or warranty concerning the  
33 information or its usefulness to a decision to invest in or sell Bonds at any future  
34 date.

35 UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE  
36 HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER  
37 PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN  
38 WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER  
39 NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT  
40 SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY  
41 PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY

1 BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR  
2 SPECIFIC PERFORMANCE.

3 No default by the City in observing or performing its obligations under this  
4 Section shall constitute a breach of or default under the Thirty-Second Supplement  
5 for purposes of any other provision of the Thirty-Second Supplement.

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

8 Should the Rule be amended to obligate the City to make filings with or  
9 provide notices to entities other than the MSRB, the City agrees to undertake the  
10 obligation in accordance with the Rule as amended.

11 Notwithstanding any provisions in the Thirty-Second Supplement to the  
12 contrary, the provisions of this Section may be amended by the City from time to  
13 time to adapt to changed circumstances resulting from a change in legal  
14 requirements, a change in law, or a change in the identity, nature, status, or type of  
15 operations of the City, but only if (1) the provisions of this Section, as so amended,  
16 would have permitted an underwriter to purchase or sell Bonds in the primary  
17 offering of the Bonds in compliance with the Rule, taking into account any  
18 amendments or interpretations of the Rule to the date of the amendment, as well as  
19 the changed circumstances, and (2) either (a) the Holders of a majority in aggregate  
20 principal amount (or any greater amount required by any other provision of the  
21 Thirty-Second Supplement that authorizes the amendment) of the Outstanding  
22 Bonds consent to the amendment or (b) a Person that is unaffiliated with the City  
23 and the State (such as nationally recognized bond counsel) determines that the  
24 amendment will not materially impair the interests of the Holders and beneficial  
25 owners of the Bonds. The provisions of this Section may also be amended from time  
26 to time or repealed by the City if the SEC amends or repeals the applicable provisions  
27 of the Rule or a court of final jurisdiction determines that the provisions are invalid,  
28 but only if and to the extent that reservation of the City's right to do so would not  
29 prevent underwriters of the initial public offering of the Bonds from lawfully  
30 purchasing or selling Bonds in the offering. If the City so amends the provisions of  
31 this Section, it shall include with any amended financial information or operating  
32 data next provided in accordance with subsection (b) an explanation, in narrative  
33 form, of the reasons for the amendment and of the impact of any change in the type  
34 of financial information or operating data so provided.

35 **SECTION 22: REMEDY IN EVENT OF DEFAULT.** In addition to all  
36 rights and remedies provided by the laws of the State and set forth in the Board  
37 Resolution (other than acceleration), the City covenants and agrees particularly that  
38 in the event the City (a) defaults in payments to be made to the Debt Service Fund  
39 as required by the Thirty-Second Supplement or the Master Ordinance, (b) defaults

1 in the observance or performance of any other of the covenants, conditions or  
2 obligations set forth in the Thirty-Second Supplement or the Master Ordinance or  
3 (c) the City declares bankruptcy, the Holders of any of the Bonds shall be entitled to  
4 a writ of mandamus issued by a court of proper jurisdiction, compelling and  
5 requiring the City and its officers to observe and perform any covenant, condition or  
6 obligation prescribed in the Thirty-Second Supplement or the Master Ordinance. No  
7 delay or omission to exercise any right or power accruing upon any default shall  
8 impair any such right or power, or shall be construed to be a waiver of any such  
9 default or acquiescence in such default, and every such right and power may be  
10 exercised from time to time and as often as may be deemed expedient.

11 The specific remedy provided in this Section shall be cumulative of all other  
12 existing remedies and the specification of such remedy shall not be deemed to be  
13 exclusive.

14 **SECTION 23: SALE OF BONDS.** The Bonds are to be sold by the City to  
15 the Purchaser for the price of par. The Bonds have been purchased by the Purchaser  
16 pursuant to the Board Resolution. The Initial Bonds shall be registered in the name  
17 of the Texas Water Development Board. The Private Placement Memorandum  
18 prepared in connection with the sale of the Bonds to the Purchaser, in substantially  
19 the form attached to the Thirty-Second Supplement, is approved. The City has  
20 determined, based upon the advice provided by its financial advisor, that acceptance  
21 of the purchase price for the Bonds is on terms advantageous to, and in the best  
22 interests of, the City.

23 It is the intent of the parties to the sale of the Bonds that if TWDB ever  
24 determines to sell all or a part of the Bonds, it shall notify the City at least 60 days  
25 prior to the sale of the Bonds of the decision to sell the Bonds.

26 Payment of amounts due and owing on the Bonds to the TWDB shall be made  
27 by wire transfer, at no expense to the TWDB, as provided in the FORM OF BOND.  
28

29 By agreeing to the purchase the Bonds, the TWDB agrees that the bond  
30 proceeds shall be deposited into the escrow fund established in the Escrow  
31 Agreement between the City and Wilmington Trust, National Association, and that  
32 the procedures set forth in Sections 5 and 6 of the Thirty-Second Supplement satisfy  
33 the Board Resolution.  
34

35 Proceeds from the sale of the Bonds shall be held at a designated state  
36 depository or other properly chartered and authorized institution in accordance with  
37 Chapter 2256 and Chapter 2257.  
38

39 **SECTION 24: ADDITIONAL COVENANTS.** In connection with the sale  
40 of the Bonds to the TWDB, the City covenants as follows:

1 (a) Compliance with TWDB Rules and Regulations. The City covenants  
2 to comply with the rules and regulations of the TWDB, and to maintain insurance  
3 on the Water/Wastewater System in an amount as may be required by TWDB, as  
4 further addressed in this Section.

5 (b) Audits. For so long as the State owns any Bond, the City shall mail a  
6 copy of the audit required by the Master Ordinance to the TWDB. The audit shall  
7 be performed by an independent certified public accountant, a firm of independent  
8 certified public accountants, or a licensed professional auditor, in accordance with  
9 generally accepted accounting principles applicable to governmental entities such as  
10 the City. In addition, monthly operating statements for the Water/Wastewater  
11 System shall be maintained by the City and made available, on request, to the TWDB  
12 as long as the State owns any Bond, and the monthly operating statement shall be in  
13 such detail as requested by the Development Fund Manager of the TWDB until the  
14 Development Fund Manager of the TWDB waives this requirement.

15 (c) Final Accounting. The City shall render, and submit within 60 days of  
16 the completion of the project, a final accounting to the TWDB in reference to the  
17 total cost incurred by the City for improvements and extensions to the  
18 Water/Wastewater System which were financed by the issuance of the Bonds,  
19 together with a copy of "as built" plans of the improvements and extensions upon  
20 completion.

21 (d) Defeasance. Should the City exercise its right under the Master  
22 Ordinance to effect the defeasance of the Bonds, the City agrees that it will provide  
23 the TWDB with written notice of any defeasance.  
24

25 (e) Segregation of Funds. The City covenants that proceeds of the Bonds  
26 shall remain separate and distinct from other sources of funding from the date of the  
27 TWDB commitment through costing and final disbursement.  
28

29 (f) Environmental Indemnity. Proceeds from the Bonds shall not be used  
30 by the City when sampling, testing, removing, or disposing of contaminated soils  
31 and/or media at the project site. To the extent permitted by law, the City agrees to  
32 indemnify, hold harmless, and protect the TWDB from any and all claims, causes of  
33 action, or damages to the person or property of third parties arising from the  
34 sampling, analysis, transport, storage, treatment, and disposition of any  
35 contaminated sewage sludge, contaminated sediments, and/or contaminated media  
36 that may be generated by the City, its contractors, consultants, agents, officials, and  
37 employees as a result of activities relating to the project funded with proceeds of the  
38 Bonds.  
39

1 (g) Environmental Determination. In connection with the project financed  
2 with the Bonds, the City agrees to implement any environmental determination  
3 issued by the Executive Administrator of TWDB to satisfy the environmental review  
4 requirements set forth in 31 Texas Administrative Code 371.

5  
6 (h) Insurance. The City agrees that it will maintain insurance on the  
7 Water/Wastewater System in an amount sufficient to protect TWDB's interest in the  
8 project financed with the proceeds of the Bonds. The City may self-insure in respect  
9 to satisfying this covenant.

10  
11 (i) Water Conservation Program. The City has implemented or will  
12 implement an approved water conservation program in compliance with 31 Texas  
13 Administrative Code 371.71(a)(2)(F).

14  
15 (j) City will not Purchase TWDB Bonds. The City agrees that it or any  
16 related party to the City will not purchase, as an investment or otherwise, bonds  
17 issued by TWDB including, without limitation, bonds issued by TWDB, the  
18 proceeds of which were used by TWDB to purchase the Bonds.

19  
20 (k) Compliance with Federal Contracting Law. The City acknowledges  
21 that it has a legal obligation to comply with any applicable requirements of federal  
22 law relating to contracting with disadvantaged business enterprises, and the City  
23 shall report to the TWDB the amount of Bond proceeds, if any, that were used to  
24 compensate historically underutilized businesses that worked on the project, in  
25 accordance with 31 TAC § 363.1312.

26  
27 (l) Compliance with State Contracting Law. The City acknowledges that  
28 it has a legal obligation to comply with any applicable requirements of State law,  
29 including, without limitation, Section 15.435 of the Texas Water Code, relating to  
30 contracting with historically underutilized businesses.

31  
32 (m) Compliance with Davis-Bacon Act. The City acknowledges that all  
33 laborers and mechanics employed by contractors and subcontracts for Projects shall  
34 be paid at rates not less than those prevailing on projects of a similar character in the  
35 City in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's  
36 implementing regulations; the City, all contractors, and all sub-contractors shall  
37 ensure that all Project contracts mandate compliance with the Davis-Bacon Act; and  
38 all contracts and subcontracts for the construction of the Project carried on in whole  
39 or in part with financial assistance provided by the Board shall insert in full in any  
40 contract in excess of \$2,000 the contract clauses as provided by the Board.

41  
42 (n) Compliance with Federal Funding Accountability and Transparency  
43 Act. The City acknowledges that the City shall provide the Board with all

1 information required to be reported in accordance with the Federal Funding  
2 Accountability and Transparency Act of 2006, Pub.L.109-282, as amended by Pub.  
3 L. 110-252; and the City shall obtain a Data Universal Numbering System (DUNS)  
4 Number and shall register with System for Award Management (SAM), and  
5 maintain current registration at all times while the Bonds are Outstanding.  
6

7 (o) Adherence to Project Schedule. The City acknowledges that all  
8 proceeds of the Bonds will be timely and expeditiously used, as required by 40 CFR  
9 § 35.3135(d), and that the City will adhere to the approved Project schedule.  
10

11 (p) Use of Iron and Steel Products. The City agrees that it will abide by all  
12 applicable construction contract requirements related to the use of iron and steel  
13 products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. §  
14 1388, and related State Revolving Fund Policy Guidelines.  
15

16 (q) Maintenance of Project Accounts. The City acknowledges that it will  
17 comply with the requirements set forth in 33 U.S.C. § 1382 *et seq.* relating to  
18 maintaining project accounts containing financial assistance for planning, design,  
19 acquisition, or construction, as applicable, in accordance with general accepted  
20 accounting principles (which shall apply also to the reporting of underlying  
21 infrastructure assets).  
22

23 **SECTION 25: CONTROL AND CUSTODY OF BONDS.** The City  
24 Manager of the City shall be and is authorized to take and have charge of all  
25 necessary orders and records pending the sale of the Bonds, and shall take and have  
26 charge and control of the Initial Bonds pending the approval thereof by the Attorney  
27 General, the registration thereof by the Comptroller of Public Accounts and the  
28 delivery thereof to the Purchaser.

29 Furthermore, the Mayor, Mayor Pro Tem, City Manager, any Assistant City  
30 Manager, Chief Financial Officer, any Deputy Financial Officer, City Clerk, City  
31 Treasurer and City Attorney, any one or more of these officials, are authorized and  
32 directed to furnish and execute any documents relating to the City and its financial  
33 affairs as may be necessary for the sale of the Bonds, the approval of the Attorney  
34 General and registration by the Comptroller of Public Accounts and, together with  
35 the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the  
36 necessary arrangements for their delivery to the Purchaser following the sale.

37 **SECTION 26: PROCEEDS OF SALE.** The proceeds from the sale of the  
38 Bonds shall be used in the manner described in the letter of instructions executed by  
39 the City.

40 **SECTION 27: LEGAL OPINION.** The obligation of the Purchaser to  
41 accept delivery of the Bonds is subject to being furnished a final opinion of McCall,

1 Parkhurst & Horton L.L.P., approving the Bonds as to their validity, the opinion to  
2 be dated and delivered as of the Delivery Date and payment for the Bonds. A true  
3 and correct reproduction of the opinion is authorized to be printed on the definitive  
4 Bonds or an executed counterpart of the opinion shall accompany the global Bonds  
5 deposited with DTC.

6 **SECTION 28: CUSIP NUMBERS.** CUSIP numbers may be printed or  
7 typed on the definitive Bonds. It is expressly provided, however, that the presence  
8 or absence of CUSIP numbers on the definitive Bonds shall be of no significance or  
9 effect as regards the legality thereof and neither the City nor attorneys approving the  
10 Bonds as to legality are to be held responsible for CUSIP numbers incorrectly  
11 printed or typed on the definitive Bonds.

12 **SECTION 29: PAYMENT AND PERFORMANCE ON BUSINESS**  
13 **DAYS.** Whenever under the terms of the Thirty-Second Supplement or the Bonds,  
14 the performance date of any provision of the Thirty-Second Supplement or the  
15 Bonds, including the payment of principal of or interest on the Bonds, shall occur  
16 on a day other than a Business Day, then performance, including the payment of  
17 principal of and interest on the Bonds, need not be made on that day but may be  
18 performed or paid, as the case may be, on the next succeeding Business Day with  
19 the same force and effect as if made on the date of performance or payment.

20 **SECTION 30: LIMITATION OF BENEFITS WITH RESPECT TO**  
21 **THE THIRTY-SECOND SUPPLEMENT.** With the exception of the rights or  
22 benefits expressly conferred in the Thirty-Second Supplement, nothing expressed or  
23 contained in the Thirty-Second Supplement or implied from the provisions of the  
24 Thirty-Second Supplement or the Bonds is intended or should be construed to confer  
25 upon or give to any person other than the City, the Holders, and the Paying  
26 Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of  
27 or in respect to the Thirty-Second Supplement or any covenant, condition,  
28 stipulation, promise, agreement, or provision contained in the Thirty-Second  
29 Supplement. The Thirty-Second Supplement and all of the covenants, conditions,  
30 stipulations, promises, agreements, and provisions of the Thirty-Second Supplement  
31 are intended to be and shall be for and inure to the sole and exclusive benefit of the  
32 City, the Holders, and the Paying Agent/Registrar as provided in the Thirty-Second  
33 Supplement and in the Bonds.

34 **SECTION 31: NOTICES TO HOLDERS - WAIVER.** Wherever the  
35 Thirty-Second Supplement provides for notice to Holders of any event, the notice  
36 shall be sufficiently given (unless otherwise expressly provided in the Thirty-Second  
37 Supplement) if in writing and sent by United States Mail, first class postage prepaid,  
38 to the address of each Holder appearing in the Security Register at the close of  
39 business on the Business Day next preceding the mailing of the notice.

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

10 SECTION 32: **GOVERNING LAW.** The Thirty-Second Supplement shall  
11 be construed and enforced in accordance with the laws of the State and the United  
12 States of America.

13 SECTION 33: **EFFECT OF HEADINGS.** The Section headings in the  
14 Thirty-Second Supplement are for convenience of reference only and shall not affect  
15 the construction of the Thirty-Second Supplement.

16 SECTION 34: **CONSTRUCTION OF TERMS.** If appropriate in the  
17 context of the Thirty-Second Supplement, words of the singular number shall be  
18 considered to include the plural, words of the plural number shall be considered to  
19 include the singular, and words of the masculine, feminine or neuter gender shall be  
20 considered to include the other genders. References to any named person shall mean  
21 that person and his or her successors and assigns. References to any constitutional,  
22 statutory or regulatory provision means the provision as it exists on the date the  
23 Thirty-Second Supplement is adopted by council. Any reference to the payment of  
24 principal in the Thirty-Second Supplement shall include the payment of any  
25 mandatory sinking fund redemption payments as described in the Thirty-Second  
26 Supplement. Any reference to "FORM OF BOND" refers to the form of the Bonds  
27 in **Exhibit A** to the Thirty-Second Supplement.

28 SECTION 35: **SEVERABILITY.** If any provision of the Thirty-Second  
29 Supplement or its application to any circumstance shall be held to be invalid, the  
30 remainder of the Thirty-Second Supplement and its application to other  
31 circumstances shall nevertheless be valid, and council declares that the Thirty-  
32 Second Supplement would have been enacted without such invalid provision.

33 SECTION 36: **CONSTRUCTION FUND.** A fund entitled the "City of  
34 Austin, Texas Water and Wastewater System Series 2020A Revenue Bonds  
35 Construction Fund" (the "Construction Fund") is created. Money in the  
36 Construction Fund shall be maintained at an official depository bank of the City.

37 The proceeds of the Bonds shall be deposited into the Construction Fund and  
38 used by the City for payment of the costs of funding projects that are part of the

1 City's wastewater treatment system to extend and improve the Water/Wastewater  
2 System, including any costs for engineering, financing, financial consultation,  
3 administrative, auditing and legal expenses. Amounts in the Construction Fund shall  
4 be used to pay costs timely, in compliance with applicable federal and State law.

5 Any surplus proceeds, including the investment earnings derived from the  
6 investment of monies on deposit in the Construction Fund, from the Bonds  
7 remaining on deposit in the Construction Fund after completing the improvements  
8 and extensions to the System and upon the completion of the final accounting as  
9 described in Section 24 of the Thirty-Second Supplement, shall be transferred to the  
10 Debt Service Fund to redeem Bonds owned by TWDB, unless the Executive  
11 Administrator of TWDB approves the use of the surplus proceeds to pay eligible  
12 costs of improving or extending the System by funding projects that are consistent  
13 with the Board Resolution.  
14

15 **SECTION 37: COMPLIANCE WITH CITY HUB REQUIREMENTS.**  
16 The City acknowledges and confirms that it is in compliance with any and all  
17 requirements of its ordinances for the use of historically underutilized businesses.

18 **SECTION 38: PUBLIC MEETING.** It is officially found that the meeting  
19 at which the Thirty-Second Supplement is adopted was open to the public and public  
20 notice of the time, place, and subject matter of the public business to be considered  
21 at such meeting, including the Thirty-Second Supplement, was given; all as required  
22 by Chapter 551.

23 **SECTION 39: EFFECTIVE DATE.** This Thirty-Second Supplement is  
24 passed on one reading as authorized by Chapter 1201 (specifically Section  
25 1201.028), and shall be effective immediately upon its passage and adoption.

26 **SECTION 40: CONCURRENT BONDS.** Concurrently with the adoption  
27 of this Thirty-Second Supplement, Council adopted the Thirty-Third Supplement  
28 authorizing the sale of the Concurrent Bonds to TWDB. Should the Concurrent  
29 Bonds not be purchased by TWDB, any reference to Concurrent Bonds in this  
30 Thirty-Second Supplement shall be of no effect.

31  
32  
33 *[Execution page follows]*  
34

**PASSED AND APPROVED**

**CITY OF AUSTIN, TEXAS**

§  
§

\_\_\_\_\_, 2020

\_\_\_\_\_  
STEVE ADLER  
Mayor

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
ANNE L. MORGAN  
City Attorney

\_\_\_\_\_  
JANNETTE S. GOODALL  
City Clerk

(City Seal)

## SCHEDULE I

<u>YEARS</u>	<u>PRINCIPAL AMOUNTS (\$)</u>	<u>INTEREST RATES (%)</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

EXHIBIT A  
FORM OF BOND

REGISTERED  
NO. \_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF AUSTIN, TEXAS,  
WATER AND WASTEWATER SYSTEM REVENUE BOND, SERIES 2020A

Delivery Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
January 27, 2020	_____	_____	_____

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Austin (the "City"), a body corporate and municipal corporation in the Counties of Travis, Williamson and Hays, State of Texas, for value received promises to pay to the registered owner named above, or their registered assigns (the "Registered Owner"), solely from the revenues identified in this Bond, on the Stated Maturity date specified above the Principal Amount stated above (or so much of the Principal Amount as shall not have been paid upon prior redemption), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid Principal Amount of this Bond from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date of this Bond specified above at the per annum rate of interest specified above; such interest being payable on November 15, 2020 and on each succeeding May 15 and November 15 until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the Registered Owner, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing on this Bond, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount of this Bond may be accomplished without presentation and surrender of this Bond. Interest is payable to the Registered Owner of this Bond (or one or more Predecessor Bonds, as defined in the Thirty-Second Supplemental Ordinance to the Master Ordinance (the "Thirty-Second Supplement")) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which

is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. The foregoing notwithstanding, so long as the Texas Water Development Board ("TWDB") is the beneficial owner of 100% in aggregate principal amount of the Bonds then outstanding, payment of principal of the Bonds shall be made thereto by wire transfer, at no expense to the TWDB. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/ Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner of this Bond and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title dated \_\_\_\_\_, 2020, issued in the aggregate principal amount of \$11,200,000 (the "Bonds") for the purpose of (i) extending and improving the City's combined water and wastewater system through the financing of projects that are part of the City's wastewater treatment system, (ii) funding a reserve fund for the Bonds, and (iii) paying the costs of issuance associated with the Bonds. The Bonds shall be issued in any denomination or denominations in any integral multiple of \$5,000 within a maturity (an "Authorized Denomination"). All capitalized terms not defined herein shall have the same meaning as given said terms in the Master Ordinance or the Thirty-Second Supplement.

The Bonds maturing on and after November 15, 2030, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part, and if in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on May 15, 2030, or on any date thereafter at the redemption price of par plus accrued interest thereon to the redemption date.

Not less than thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto

contained in the Thirty-Second Supplement. If a Bond (or any portion of its principal sum) shall have been called for redemption and notice of such redemption given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

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

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

The Bonds are special obligations of the City payable solely from and, together with the Prior Subordinate Lien Obligations and the Previously Issued Parity Water/Wastewater Obligations currently Outstanding, equally and ratably secured by a parity lien on and pledge of, the Net Revenues of the Water/Wastewater System in the manner provided in the Master Ordinance and the Thirty-Second Supplement. Additionally, the Bonds and Previously Issued Parity Water/Wastewater Obligations referenced above shall be equally and ratably secured by a parity lien on the funds, if any, deposited to the credit of the Debt Service Fund in accordance with the terms of the Master Ordinance and the Thirty-

Second Supplement. The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the Water/Wastewater System, except with respect to the Net Revenues. The Holder of this Bond shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the related terms and conditions, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues of the Water/Wastewater System, in the same manner and to the same extent as the Bonds.

Reference is made to the Master Ordinance and the Thirty-Second Supplement, copies of which are on file with the Paying Agent/Registrar, and to all of the provisions of which the Holder by the acceptance of this Bond assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the Water/Wastewater System; the Net Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which either the Master Ordinance or the Thirty-Second Supplement may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made in the Master Ordinance and the Thirty-Second Supplement may be discharged at or prior to the maturity of this Bond, and this Bond deemed to be no longer Outstanding under the Master Ordinance and the Thirty-Second Supplement; and for the other terms and provisions contained in the Master Ordinance and the Thirty-Second Supplement. Capitalized terms used in this Bond have the same meanings assigned in the Master Ordinance and the Thirty-Second Supplement.

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

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

It is certified, recited, represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, the Master Ordinance and the Thirty-Second Supplement; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Net Revenues of the Water/Wastewater System. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired. The terms and provisions of this Bond, the Master Ordinance and the Thirty-Second Supplement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF AUSTIN, TEXAS

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Steve Adler  
Mayor, City of Austin, Texas

COUNTERSIGNED:

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

(SEAL)

# REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS my signature and seal of office this \_\_\_\_\_.

Comptroller of Public Accounts  
of the State of Texas

(SEAL)

Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar in Dallas, Texas is the Designated Payment/Transfer Office for this Bond.

Wilmington Trust, National Association,  
as Paying Agent/Registrar

Registration date:

\_\_\_\_\_

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

Authorized Signature

FORM OF ASSIGNMENT.

ASSIGNMENT

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

(Social Security or other identifying number (\_\_\_\_\_) the within Bond and all rights under this Bond, and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration of the Bonds, with full power of substitution in the premises.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature guaranteed:

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

## **Exhibit B**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 21 of the Thirty-Second Supplement.

#### **Annual Financial Information and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with Section 21 are as specified (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 within: (i) Tables One through Thirteen in the main text of the Official Statement relating to the sale of the City of Austin, Texas Water and Wastewater System Revenue Refunding Bonds, Series 2017 (the “Official Statement”); (ii) “ELECTRIC SYSTEM – Customer Base – Average Monthly Number of Customers”; (iii) “ELECTRIC SYSTEM – Fuel Supply”; (iv) “CUSTOMER RATES – Typical Residential Electric Bills of Large Texas Cities”; (v) Austin Energy’s approved rate schedules incorporated by reference into the Official Statement as described in “CUSTOMER STATISTICS – Electric Rates”; (vi) “CUSTOMER STATISTICS – GreenChoice Energy Rider”; (vii) “COMPARATIVE ANALYSIS OF ELECTRIC UTILITY SYSTEM AND WATER AND WASTEWATER SYSTEM OPERATIONS”, (viii) “OPERATING STATEMENT ELECTRIC UTILITY SYSTEM AND WATER AND WASTEWATER SYSTEM”; (ix) the table of annual results of the City’s annexations in “THE CITY – Annexation Program”; and (x) “INVESTMENTS – Current Investments”.

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 Section 21 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.