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ORDINANCE NO. 20241022-014

AUTHORIZING THE ISSUANCE OF

\$4,063,000  
CITY OF ANGLETON, TEXAS  
EMERGENCY NOTE  
SERIES 2024

Adopted: October 22, 2024

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TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	6
Section 1.02. Other Definitions .....	8
Section 1.03. Findings.....	8
Section 1.04. Table of Contents, Titles and Headings .....	8
Section 1.05. Interpretation.....	8

ARTICLE II

SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note .....	8
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ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS  
REGARDING THE NOTE

Section 3.01. Authorization .....	9
Section 3.02. Date, Denomination, Maturities, Numbers and Interest .....	9
Section 3.03. Medium, Method and Place of Payment.....	9
Section 3.04. Execution and Initial Registration .....	10
Section 3.05. Ownership .....	11
Section 3.06. Registration, Transfer and Exchange .....	11
Section 3.07. Cancellation and Authentication.....	12
Section 3.08. Replacement Note .....	12

ARTICLE IV

REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption .....	13
Section 4.02. Optional Redemption .....	13
Section 4.03. Mandatory Sinking Fund Redemption.....	13
Section 4.04. Partial Redemption.....	14
Section 4.05. Notice of Redemption to Owners .....	15
Section 4.06. Payment Upon Redemption .....	15
Section 4.07. Effect of Redemption.....	15
Section 4.08. Lapse of Payment.....	16

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar .....16  
Section 5.02. Qualifications .....16  
Section 5.03. Maintaining Paying Agent/Registrar .....16  
Section 5.04. Termination.....16  
Section 5.05. Notice of Change .....16  
Section 5.06. Agreement to Perform Duties and Functions.....16  
Section 5.07. Delivery of Records to Successor .....17

ARTICLE VI

FORM OF THE NOTE

Section 6.01. Form Generally .....17  
Section 6.02. Form of Note.....17  
Section 6.03. Legal Opinion .....22

ARTICLE VII

SALE OF THE NOTE; CONTROL AND DELIVERY OF THE  
NOTE

Section 7.01. Sale of Note; Purchase Letter .....22  
Section 7.02. Control and Delivery of Note .....23

ARTICLE VIII

CREATION OF FUNDS; DEPOSIT OF PROCEEDS;  
INVESTMENTS

Section 8.01. Creation of Funds.....23  
Section 8.02. Debt Service Fund.....24  
Section 8.03. Deposit of Proceeds .....24  
Section 8.04. Security of Funds .....24  
Section 8.05. Investments .....24  
Section 8.06. Investment Income.....25

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note .....25  
Section 9.02. Other Representations and Covenants .....25  
Section 9.03. Ordinance a Contract – Amendments and Remedies .....25  
Section 9.04. Provisions Regarding Federal Income Tax Matters.....25

ARTICLE X

DISCHARGE

Section 10.01. Discharge .....27

ARTICLE XI

MISCELLANEOUS

Section 11.01. Changes to Ordinance .....27  
Section 11.02. Changes to Ordinance .....27  
Section 11.03. Further Proceedings .....27  
Section 11.04. Partial Invalidity.....28  
Section 11.05. Repealer .....28  
Section 11.06. Individuals Not Liable .....28  
Section 11.07. Related Matters .....28  
Section 11.08. Perfection of Security Interest .....28  
Section 11.09. Force and Effect.....28

ORDINANCE NO. 20241022-014

ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANGLETON, TEXAS, EMERGENCY NOTE, SERIES 2024; AWARDING THE SALE OF SAID NOTE; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

WHEREAS, the City of Angleton, Texas (the “City”) is a home rule municipality and political subdivision of the State of Texas authorized to finance its activities by issuing obligations and is located within 70 miles of the Gulf of Mexico; and

WHEREAS, pursuant to Section 1431.015, Texas Government Code, as amended (“Section 1431.015”), the governing body of a municipality located within 70 miles of the Gulf of Mexico or a bay or inlet thereof is authorized to issue emergency obligations in the event of an emergency;

WHEREAS, on August 5, 2024, Governor Greg Abbott renewed a disaster proclamation under Chapter 418, Texas Government Code, as amended, for Brazoria County, Texas (among other counties) associated with the widespread and severe property damage, injury and loss of life due to widespread flooding, life-threatening storm surge, damaging wind and heavy rainfall associated with Hurricane Beryl; and

WHEREAS, on July 6, 2024, the City Council of the City (“City Council”), acting through the Mayor of the City, declared a local state of disaster as a result of Hurricane Beryl and designated the City as an area affected by the disaster under Chapter 418, Texas Government Code, as amended; and

WHEREAS, it is hereby found and determined that areas within the jurisdiction of the City experienced severe damage and loss of property resulting from Hurricane Beryl necessitating the issuance of emergency obligations under Section 1431.015; and

WHEREAS, the Note is being issued for the purposes described in Section 3.01 of this Ordinance, which are authorized purposes for emergency notes as provided in Section 1431.004(e) of the Texas Government Code; and

WHEREAS, the City Council hereby finds and determines that expenditures for debris removal and life safety measures associated with Hurricane Beryl are expenditures necessary in relation to preserving or protecting the public health and safety as provided in Section 1431.004(e)(2)(E) of the Texas Government Code; and

WHEREAS, the City Council, hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such an emergency note (the “Note”) as authorized pursuant to Section 1431.015 for the purposes herein described and that such Note shall be payable

from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Note hereinafter authorized shall mature before the tenth anniversary of the date that the Attorney General of the State of Texas approves the Note, as required by Section 1431.009(e) of the Texas Government Code; and

WHEREAS, the City Council finds and declares that it does not have a current intent to refund the Note with refunding bonds secured by ad valorem taxes; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Note as authorized by the Constitution and laws of the State of Texas, particularly Chapter 1431 of the Texas Government Code (“Chapter 1431”); and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Note at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

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

## ARTICLE I

### DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereinafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Comptroller” means the Comptroller of Public Accounts of the State.

“Debt Service Fund” means the Debt Service Fund established by Section 8.01(a).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Initial Note” means the Note described in Section 3.04(d) and Section 6.02(e).

“Interest Payment Date” means the date upon which interest on the principal of the Note is scheduled to be paid until the maturity or prior redemption of the Note, such date being August 15 of each year.

“Issuance Date” means the date of the initial delivery of and payment for the Note.

“Note” means the City’s note entitled “City of Angleton, Texas, Emergency Note, Series 2024” authorized to be issued by Section 3.01.

“Ordinance” means this Ordinance.

“Owner” means the person who is the registered owner of a Note, as shown in the Register.

“Paying Agent/Registrar” means initially [\_\_\_\_\_], or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Note.

“Project Fund” shall have the meaning ascribed to Section 8.01(b).

“Purchase Letter” means the letter agreement described in Section 7.01 of this Ordinance.

“Purchaser” means [\_\_\_\_\_].

“Record Date” means the [\_\_\_\_\_] day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“State” means the State of Texas.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Note as the same becomes due and payable and remaining unclaimed by the Owners of such Note for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “Chapter 1431” “City Council,” “City” and “Section 1431.015” shall have the meanings assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

## ARTICLE II

### SECURITY FOR THE NOTE

Section 2.01. Tax Levy for Payment of Note.

(a) While the Note or any part of the principal thereof or interest thereon remains outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other City taxes are levied, assessed and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City sufficient to pay the current interest on the Note as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Note as such principal matures, but never less than two percent (2%) of the original principal amount of the Note each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Note and to no other purpose. The proceeds from all taxes levied, assessed and collected for



and on account of the Note authorized by this Ordinance shall be deposited into the Debt Service Fund created pursuant to Section 8.01 herein.

(b) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Note and related costs when and as due and payable in accordance with their terms and this Ordinance.

(c) To pay debt service on the Note coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

### ARTICLE III

#### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTE

Section 3.01. Authorization. The City’s note to be designated “City of Angleton, Texas, Emergency Note, Series 2024,” is hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, particularly Chapter 1431, in the aggregate principal amount of [\$4,063,000] to fund (a) the construction, renovation and repair of public works damaged by Hurricane Beryl, (b) the acquisition or repair of equipment damaged by Hurricane Beryl; (c) the acquisition of equipment to aid in hurricane response efforts, (d) debris removal and life safety measures associated with Hurricane Beryl, and (e) the costs of issuing the Note.

#### Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Note shall be dated the Issuance Date and issued as a single Term Note (as defined herein) in the principal amount of \$4,063,000, bearing interest at a per annum rate of [\_\_\_\_\_] % and maturing on August 15, 2029.

(b) The Initial Note shall be in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof and shall be numbered I-1 and all other Notes, if any, shall be numbered separately from R-1 upward or with such other designation acceptable to the City and the Paying Agent/Registrar.

(c) Interest on the Note shall accrue from the Issuance Date and be paid until the principal amount thereof has been paid or provision for such payment has been made, at the rate per annum specified in subsection (a) above. Such interest shall be payable [semiannually] on each Interest Payment Date until maturity or prior redemption. Interest on the Note shall be computed on the basis of a 360-day year composed of twelve 30-day months.

#### Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Note shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Note shall be payable to the Owner whose name appears in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Owner of the Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Note shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class, postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of the Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office; provided, however, that for so long as the Note is held by a single Owner, mandatory sinking fund redemption payments made prior to final maturity will be noted by the Paying Agent/Registrar in their official records but will not require the presentation and surrender of the Note.

(e) If a date for the payment of the principal of or interest on the Note is not a Business Day in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Note for any further payment of such unclaimed moneys or on account of any such Note.

#### Section 3.04. Execution and Initial Registration.

(a) The Note shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Note shall have the same effect as if the Note had been signed manually and in person by each of said officers, and such facsimile seal on the Note shall have the same effect as if the official seal of the City had been manually impressed upon the Note.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Note ceases to be such officer before the authentication of such Note or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Issuance Date, one Note (the "Initial Note"), executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee against payment therefor.

#### Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

#### Section 3.06. Registration, Transfer and Exchange.

(a) So long as the Note remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Note in accordance with this Ordinance.

(b) Subject to the restrictions contained in the Purchase Letter, the ownership of the Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of the Note shall be effective until entered in the Register.

(c) The Note shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note of the same maturity and interest rate and in a denomination that is a multiple of \$1,000 or any integral multiple thereof, and in an aggregate principal amount equal to the unpaid principal amount of the Note presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver a Note exchanged for another Note in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of the Note. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. A Note paid or redeemed before scheduled maturity in accordance with this Ordinance, and a Note in lieu of which an exchange Note or a replacement Note is authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Note in accordance with the Securities Exchange Act of 1934.

Section 3.08. Replacement Note.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that the Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note in lieu of which such replacement Note is delivered.

## ARTICLE IV

### REDEMPTION OF NOTE BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Note shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption. The City has reserved the right to redeem the Note before its scheduled maturity date, in whole or from time to time in part, [on any date], at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. Optional redemptions shall be applied to reduce the amounts due under the mandatory sinking fund redemption schedule as more specifically described in Section 4.03(c).

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Note is issued as a single “Term Note” as designated in the form of Note contained in Section 6.02(a) and is subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the respective principal amounts, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose

in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Note contained in Section 6.02(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of the Term Note equal to the aggregate principal amount of such Term Note to be redeemed, shall call such Term Note for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.03. Notwithstanding the foregoing, for so long as the Note is held as a single Term Note by the Purchaser, the Paying Agent/Registrar shall not be required to provide notice of redemption, and the Paying Agent/Registrar shall record the reductions in the principal amount of the Note due to mandatory sinking fund redemption payments in the official records of the Paying Agent/Registrar. Upon the request of the City, the Paying Agent/Registrar shall provide the City with records demonstrating the reduction in the principal amount of the Note.

(c) The principal amount of the Term Note required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, by the principal amount of any Term Note which, at least 45 days prior to the mandatory sinking fund redemption date shall have been optionally redeemed by the City pursuant to Section 4.02 of this Ordinance or acquired by the City and delivered to the Paying Agent/Registrar for cancellation in accordance with the following procedure. The City shall apply such optional redemptions or acquisitions in inverse order beginning with the latest mandatory sinking fund redemption amount in the mandatory sinking fund redemption schedule.

#### Section 4.04. Partial Redemption.

(a) If less than all of the Note is to be redeemed pursuant to Section 4.02 hereof, the City shall determine the amounts thereof to be redeemed. Optional redemptions shall be applied to reduce the amounts due under the mandatory sinking fund redemption schedule as more specifically described in Section 4.03(c). The City shall direct the Paying Agent/Registrar to call the Note, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of the Note in a denomination greater than [\$1,000] may be redeemed, but only in a principal amount equal to [\$1,000] or any integral multiple thereof. If the Note is to be partially redeemed, the Paying Agent/Registrar shall treat each [\$1,000] portion or any integral multiple thereof of the Note as though it were a single Note for purposes of selection for redemption.

(c) Upon surrender of any Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Note in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge. Notwithstanding the foregoing, for so long as the Note is held as a single Term Note by the Purchaser, the Paying Agent/Registrar shall record reductions in the principal amount of the Note due to partial redemptions in the official records of the Paying Agent/Registrar. Upon request of the City, the Paying Agent/Registrar shall provide the City with records demonstrating the reduction in the principal amount.

Section 4.05. Notice of Redemption to Owners.

(a) Unless the sole Owner is the Paying/Agent Registrar, the Paying Agent/Registrar shall give notice of any redemption of the Note by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Note (or portions thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The City reserves the right to give notice of its election or direction to redeem the Note under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. The Note subject to conditional redemption where redemption has been rescinded shall remain outstanding.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Note to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Note being redeemed.

(b) Upon presentation and surrender of the Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption (or if the Note is held as a single Term Note upon the reduction of the principal amount of the Note due to mandatory sinking fund redemption), the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) When the Note has been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Note or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on the Note or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then the Note or portions thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Note and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

## ARTICLE V

### PAYING AGENT/REGISTRAR

#### Section 5.01. Appointment of Initial Paying Agent/Registrar.

[\_\_\_\_\_] is hereby appointed as the initial Paying Agent/Registrar for the Note. The form of Paying Agent/Registrar Agreement is hereby approved.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note.

#### Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while the Note is outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor or Mayor Pro Tem shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 45 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Note.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying



Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Note to the successor Paying Agent/Registrar.

## ARTICLE VI

### FORM OF THE NOTE

#### Section 6.01. Form Generally.

(a) The Note, including the Registration Certificate of the Comptroller, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on the Note, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Note, as evidenced by their execution thereof.

(b) Any portion of the text of any Note may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Note.

(c) The Note, including the Initial Note submitted to the Attorney General of the State, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Note, as evidenced by their execution thereof.

Section 6.02. Form of Note. The form of Note, including the form of the Registration Certificate of the Comptroller, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Note, shall be substantially as follows:

#### (a) Form of Note.

REGISTERED  
NO. I-1

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

UNITED STATES OF AMERICA  
STATE OF TEXAS

CITY OF ANGLETON, TEXAS  
EMERGENCY NOTE  
SERIES 2024

INTEREST RATE:

[\_\_\_\_\_]%

MATURITY DATE:

[\_\_\_\_\_] , 20[\_\_\_]

ISSUANCE DATE:

[\_\_\_\_\_] , 2024

The City of Angleton (the “City”), in Brazoria County, State of Texas, for value received, hereby promises to pay to

[\_\_\_\_\_]

or registered assigns, on the Maturity Date specified above, the sum of

[\_\_\_\_\_] DOLLARS

unless the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid [semiannually] on [\_\_\_\_\_] and [\_\_\_\_\_] of each year, commencing [\_\_\_\_\_].

The principal of this Note (or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption) shall be payable without exchange or collection charges in lawful money of the United States of America on the Maturity Date specified above (unless redeemed prior thereto as provided in this Note) upon presentation and surrender of this Note at the corporate trust office in [\_\_\_\_\_] (the “Designated Payment/Transfer Office”), of [\_\_\_\_\_] , as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the “Record Date,” which shall be the close of business on the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office 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 a Saturday, Sunday, legal holiday, or day on which such 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.

This Note is dated the Issuance Date and is a duly authorized note specified in the title hereof, issued in the aggregate principal amount of [\$4,063,000] (herein referred to as the “Note”), pursuant to a certain ordinance approved by the City Council of the City (the “Ordinance”) for the purpose of providing funds for (a) the construction, renovation and repair of public works damaged by Hurricane Beryl, (b) the acquisition or repair of equipment damaged by Hurricane Beryl; (c) the acquisition of equipment to aid in hurricane response efforts, (d) debris removal and life safety measures associated with Hurricane Beryl, and (e) the costs of issuing the Note.

This Note and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

[The City has reserved the right to redeem the Note before its scheduled maturity date, in whole or from time to time in part, [on any date], at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. Optional redemptions shall be applied to reduce the amounts due under the mandatory sinking fund redemption schedule as more specifically described in Section 4.03(c) of the Ordinance.]

[This Note is issued as a “Term Note” and is subject to mandatory sinking fund redemption prior to scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the respective principal amounts set forth below, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule and in the manner provided in the Ordinance:

<u>Mandatory Redemption Date:</u>	<u>Mandatory Redemption Amount:</u>
August 15, 2025	\$400,000
August 15, 2026	\$400,000
August 15, 2027	\$400,000
August 15, 2028	\$400,000
August 15, 2029*	\$2,463,000

\*Maturity

Reference is made to the Ordinance for complete details concerning the manner of redeeming this Note.

As provided in the Ordinance, and subject to certain limitations set forth in the Purchase Letter and the Ordinance, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Note of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Note have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the repayment of the debt service requirements on the Note, within the limit prescribed by law; that when so collected, such taxes shall be appropriated to such purposes and that the total indebtedness of the City, including the Note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

---

Michelle Perez, TRMC  
City Secretary  
City of Angleton, Texas

---

John Wright  
Mayor  
City of Angleton, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[\_\_\_\_\_] ,  
as Paying Agent/Registrar

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): \_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

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

Signature Guaranteed By:

\_\_\_\_\_

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

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

I HEREBY CERTIFY THAT this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Note has been 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]

(e) The Initial Note shall be in the form set forth in paragraphs (a), (b), (c) and (d) of this Section and shall be numbered I-1.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be printed on the Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTE; CONTROL AND DELIVERY OF THE NOTE

Section 7.01. Sale of Note; Purchase Letter.

(a) The Note is hereby sold and shall be delivered to the Purchaser at a price of [\$4,063,000], representing the par amount of the Note in accordance with the terms of the Purchase Letter of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor or Mayor Pro Tem and other appropriate officials of the City are hereby authorized to execute the Purchase Letter on behalf of the City and to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Note and the approving opinion of the Attorney General of the State.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Note, as they may deem necessary and appropriate in order to consummate the delivery of the Note. Further, in connection with the submission of the record of proceedings for the Note to the Attorney General of the State for examination and approval of such Note, the appropriate officer of the City is hereby authorized and directed to issue a check payable or in the alternative, by a wire transfer payable by the City to the Attorney General of the State as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Note or (ii) \$9,500, but in no case less than \$750). If such review fee is advanced by Bond Counsel, the appropriate office of the City is hereby authorized to reimburse Bond Counsel for the advance of such review fee.

(c) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel, which opinion shall be dated as of and delivered on the Issuance Date.

#### Section 7.02. Control and Delivery of Note.

(a) The Mayor or his designee is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State, registration by the Comptroller, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller, delivery of the Note shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor.

### ARTICLE VIII

#### CREATION OF FUNDS; DEPOSIT OF PROCEEDS; INVESTMENTS

##### Section 8.01. Creation of Funds.

(a) The City hereby establishes a special fund or account to be designated the “City of Angleton, Texas Emergency Note, Series 2024 Debt Service Fund” (the “Debt Service Fund”);

(b) The City hereby establishes a special fund or account to be designated as the “City of Angleton, Texas Emergency Note, Series 2024 Project Fund” (the “Project Fund”); and

(c) The funds or accounts created under this Section shall be maintained at an official depository bank of the City and accounted for separately and apart from all other funds and accounts of the City.

Section 8.02. Debt Service Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Debt Service Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Note.

(b) If the amount of money in the Debt Service Fund is at least equal to the aggregate principal amount of the outstanding Note plus the aggregate amount of interest due and that will become due and payable on such Note, no further deposits to that fund need be made.

(c) Money on deposit in the Debt Service Fund shall be used to pay the principal of and interest on the Note as such become due and payable.

Section 8.03. Deposit of Proceeds.

Proceeds from the sale of the Note is appropriated for the purposes and shall, promptly upon receipt by the City, be applied as follows:

(a) Note proceeds in the amount of \$[\_\_\_\_\_] shall be deposited to the Project Fund and used for the purposes set forth in Section 3.01(a).

(b) Note proceeds in the amount of \$[\_\_\_\_\_] shall be used to pay the costs of issuance.

(c) Any excess amounts remaining after paying the costs specified in subsection (b) may be deposited to the Project Fund and used for the purposes described in subsection (a). Any amounts remaining after accomplishing the purposes described in subsection (a) and paying the costs specified in subsection (b) shall be deposited to the Debt Service Fund and applied to the payment of debt service on the Note.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Investments.

(d) Money in the Debt Service Fund and the Project Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(e) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owner and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.



Section 8.06. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

## ARTICLE IX

### PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of Note. While the Note is outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay the interest on and the principal of the Note, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City is a duly organized and existing political subdivision of the State under the Constitution and laws of the State.

(b) The City is duly authorized under the laws of the State to issue the Note; all action on its part for the creation and issuance of the Note has been duly and effectively taken; and the Note in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Ordinance a Contract – Amendments and Remedies.

(a) This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as the Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Owners, amend, add to, or rescind any of the provisions of this Ordinance.

(b) In the event of a default in the payment of the principal of or interest on the Note or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner of the Note may pursue all legal remedies afforded by the Constitution and laws of the State to compel the City to remedy such default and to prevent further default or defaults, including by suit for mandamus or otherwise to enforce or compel performance of all duties required to be performed by the City under this Ordinance.

Section 9.04. Provisions Regarding Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Note to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Note.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Note (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Note will not be a “private activity bond” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Note to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Note to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Note to be a “hedge bond” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Note (including investment income) and regulate the investment of such proceeds of the Note so that the Note will not be an “arbitrage bond” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Note, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Note in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Note and the use of the property financed, directly or indirectly, thereby until three years after the last Note is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Note is a “registration-required bond” under section 149(a)(2) of the Code, the Note will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Note from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Note for as long as such matters are relevant to the excludability of interest on the Note from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Note to reimburse itself from proceeds of the Note issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

(m) Qualified Tax-Exempt Obligations. The City hereby designates the Note as a “qualified tax-exempt obligation” for purposes of section 265(b) of the Code. In connection therewith, the City represents that (i) the aggregate amount of tax-exempt obligations (including the Note) issued by the City in the same calendar year as the Note that have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000 and (ii) the reasonably anticipated amount of tax-exempt obligations (including the Note) that will be issued by the City in the same calendar year as the Note will not exceed \$10,000,000. The term “tax-exempt obligation” does not include (i) “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, the City includes all entities that are aggregated with the City under the Code.

## ARTICLE X

### DISCHARGE

Section 10.01. Discharge. The City reserves the right to defease, discharge or refund the Note in any manner permitted by applicable law.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01. Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of the State.

Section 11.02. Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Note by the Attorney General of the State.

Section 11.03. Further Proceedings. The Mayor or Mayor Pro Tem, the City Manager, the Chief Financial Officer, the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 11.04. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.05. Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.06. Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Note, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.07. Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, Mayor Pro Tem, the City Secretary, the City Manager and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 11.08. Perfection of Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the taxes thereof granted by the City under Section 2.01 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Note is outstanding and unpaid such that the pledge of the taxes thereof granted by the City under Section 2.01 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owner of the Note the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 11.09. Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

*[Signature Page Follows]*

PASSED, APPROVED AND EFFECTIVE this 22nd day of October, 2024.

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Michelle Perez, TRMC  
City Secretary  
City of Angleton, Texas

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John Wright  
Mayor,  
City of Angleton, Texas

[SEAL]

APPROVED AS TO FORM:

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Judith El Masri  
City Attorney  
City of Angleton, Texas

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS                    §  
COUNTY OF BRAZORIA                 §

I, the undersigned officer of the City Council of City of Angleton, Texas, hereby certify as follows:

1.       The City Council of City of Angleton, Texas convened in a regular session on the 22nd day of October, 2024, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council to wit:

John Wright	Mayor
Travis Townsend	Mayor Pro Tem and Councilmember, Position 2
Christiene Daniel	Councilmember, Position 1
Terry Roberts	Councilmember, Position 3
Cecil Booth	Councilmember, Position 4
Tanner Sartin	Councilmember, Position 5

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 20241022-000

ORDINANCE OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANGLETON, TEXAS, EMERGENCY NOTE, SERIES 2024; AWARDING THE SALE OF SAID NOTE; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

- \_\_\_\_\_ Member(s) of City Council voted “Aye”.
- \_\_\_\_\_ Member(s) of City Council voted “No”.
- \_\_\_\_\_ Member(s) of City Council abstained from voting.

2.       A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council’s minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council’s minutes of said

meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 22nd day of October, 2024.

[SEAL]

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Michelle Perez, TRMC  
City Secretary  
City of Angleton, Texas