

## CITY OF BANDERA CITY COUNCIL SPECIAL MEETING

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, May 20, 2025 at 5:00 PM

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511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

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### AGENDA

1. **Call to order.**
2. **Visitors to be Heard (shall not exceed 30 minutes total).**

*Citizens wishing to be heard may do so on all matters except personnel matters, matters listed on the agenda as a public hearing, and matters under litigation. Each person addressing the council must provide his/her legal name and current address for city records and meeting minute preparation. Each person will only be allowed to speak on matters on the agenda during citizen's forum/public comment. No rebuttals will be permitted. Each person addressing the governing body shall not exceed three (3) minutes. Section 551.042, Government Code, V.T.C.A. (i.e. Texas Open Meetings Act) permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting, but any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting. All remarks shall be addressed to the council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the council may be requested to leave the meeting.*

3. **Consent Agenda.**

- A. Approval of minutes for the April 8, 2025 Regular Meeting, April 22, 2025 Regular Meeting, April 28 Special Meeting, and May 13, 2025 Regular Meeting.

4. **Discussion and possible action on the following items:**

- A. Appointment of a new Municipal Prosecutor.
  - B. Appointment of a new Associate Judge for Municipal Court.
  - C. Discuss and take possible action on an Ordinance 452 authorizing the issuance of City of Bandera, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2025B, in the principal amount of \$280,000, awarding the sale of such certificates of obligation, and ordaining other matters related thereto.
  - D. Discuss and take possible action on a Resolution 2025-021 authorizing and approving the execution of a Grant Agreement with the Texas Water Development Board in the amount of \$2,475,800, and other matters related thereto.
  - E. Resolution 2025-022, supporting the City of Bandera application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for Projects.
  - F. Approval of Ordinance 453 to repeal and replace items in Chapter 3 Building Regulations Article 3.07 Signs.
  - G. Discussion and possible action on the following items related to the Office of City Administrator:
    - a. Accept the resignation of Stan Farmer
    - b. Review and approve the job description for posting the position
    - c. The interview and hiring process

## **5. Closed Session**

- A. *The City Council will meet in closed session pursuant to Texas Government Code Section §551.071 (Consultations with Attorney), Main Street Shop and Lofts.*
- B. *The City Council will meet in closed session pursuant to Texas Government Code Section §551.072 to deliberate the purchase, exchange, lease, or value of real property.*

*1.) Waste Water Treatment Plant*

## **6. Action Following Closed Session.**

## **7. Adjourn.**

*/s/ Jill Shelton*

Jill Shelton, City Secretary

*The City Council for the City of Bandera reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matter listed above, as authorized by Texas Government Code §551.071 (Consultations with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices) and §551.086 (Economic Development). There may be a quorum of Economic Development Corporation/Planning and Zoning member at any regularly scheduled City Council Meeting. This facility is wheelchair accessible and handicapped parking is available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (830) 796-3765. This agenda is posted in accordance with the Texas Government Code, Chapter 551 on May 16,2025.*



# CITY OF BANDERA CITY COUNCIL REGULAR MEETING

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, April 08, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

## MINUTES

### 1. Call to order.

Mayor Griffin called the meeting to order at 6:00PM

PRESENT

Mayor Denise Griffin

Mayor Pro Tem Tony Battle

Councilmember Jeff Flowers

Councilmember Brett Hicks

Councilmember Lynn Palmer

Councilmember Debbie Breen

### 2. Invocation and Pledge.

Patricia Moore offered the invocation and all stood for the pledges.

### 3. Visitors to be heard (shall not exceed 30 minutes total).

There were no visitors to be heard.

### 4. Consent Agenda.

#### A. Approval of minutes from the Regular City Council Meetings on March 11, 2025 and March 25, 2025.

Motion made by Councilmember Battle to approve the consent agenda, Seconded by Councilmember Breen.

Voting Yea: Councilmember Battle, Councilmember Flowers, Councilmember Hicks, Councilmember Palmer, Councilmember Breen

Motion Passes

### 5. Presentations.

#### A. Presentation by Neffendorf and Blocker of the 2023-2024 Audit.

Hayley Blocker with Neffendorf and Blocker presented the 2023-2024 Audit to Council and the public.

#### B. Presentation from Jonathon Teafatiller with Adurra on City Projects.

Jonathon Teafatiller with Adurra updated the Council on all the City projects they are currently working on in the City.

### 6. Staff Reports.

#### A. Update from City Specialist Susan Hutcherson on Grants.

Specialist Susan Hutcherson updated the City on ongoing and upcoming grant opportunities.

### 7. Discussion and possible action on the following items:

#### A. Approval of Resolution 2025-013 authorizing the acceptance of the 2023-2024 audit. Treasurer Wright

Motion made by Councilmember Battle to approve Resolution 2025-013 authorizing acceptance of the 2023-2024 audit, Seconded by Councilmember Palmer.

Voting Yea: Councilmember Battle, Councilmember Flowers, Councilmember Hicks, Councilmember Palmer, Councilmember Breen

Motion Passes

**B. Approval of an administrative services contract with Traylor & Associates for Phase II of the Texas Department of Agriculture Rural Economic Development Grant. City Specialist Hutcherson**

Motion made by Councilmember Flowers to approve an administrative services contract with Traylor & Associates for Phase II of the Texas Department of Agriculture Rural Economic Development Grant, Seconded by Councilmember Breen.

Voting Yea: Councilmember Battle, Councilmember Flowers, Councilmember Hicks, Councilmember Palmer, Councilmember Breen

Motion Passes

**8. Requests and Announcements.**

**A. Requests by Council to place items on an agenda.**

There were no requests for future items.

**B. Announcements by Council.**

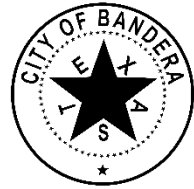
There were no announcements by Council.

**9. Adjourn.**

The meeting was adjourned at 6:41PM

/s/ Jill Shelton

Jill Shelton, *City Secretary*



CITY OF BANDERA  
**CITY COUNCIL REGULAR MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, April 22, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

**MINUTES**

**1. Call to order.**

The meeting was called to order at 6:01PM.

**PRESENT**

Mayor Denise Griffin  
Councilmember Jeff Flowers  
Councilmember Lynn Palmer  
Councilmember Debbie Breen

**ABSENT**

Councilmember Tony Battle  
Councilmember Brett Hicks

**2. Invocation and Pledge.**

Councilmember Flowers offered the invocation and all stood for the pledges.

**3. Visitors to be heard (shall not exceed 30 minutes total).**

There were three visitors to be heard, Cori Reid manager of Best Western regarding the issues they are having, John Bisset complimenting Public Works and the great job they did on the water line project and William Linn with a Consulting Firm introducing himself.

**4. Proclamations.**

**A. Proclamation Declaring the City of Bandera as a Texas Music Friendly Community. - Mayor Griffin**

Mayor Griffin read and presented the proclamation.

**5. Staff Reports.**

**A. Presentation of the City's Quarterly Budget Report by City Treasurer Allyson Wright.**

Ms. Wright presented the Budget Report and answered some questions.

**B. Presentation of the City's Quarterly Investment Report by City Treasurer Allyson Wright.**

Ms. Wright presented the Quarterly Investment Report.

**6. Discussion and possible action on the following items:**

**A. Discussion and possible action on Ordinance 451 amending Chapter 3 Building Regulations, Article 3.07 Signs. - Lynn Palmer**

Motion made by Councilmember Flowers to approve per Natalie's email changes, Seconded by Councilmember Breen.

Voting Yea: Councilmember Flowers, Councilmember Palmer, Councilmember Breen

Motion passes.

- B. Discussion and possible action approving a professional services contract with Dawson Engineers, Inc. for assistance with the City's application for the Texas Department of Transportation Alternatives (TA) Grant. - Tony Battle and Stan Farmer**

Motion made by Councilmember Palmer to approve a professional services contract with Pape-Dawson Engineers, Seconded by Councilmember Flowers.

Voting Yea: Councilmember Flowers, Councilmember Palmer, Councilmember Breen

Motion Passes

- C. Discussion and approval of a Facility Use Agreement with the Bandera Business Association for the use of the Bandera City Park for the National Day of the American Cowboy event on July 26, 2025. - Stan Farmer**

Motion made by Councilmember Breen to approve a Facility Use Agreement with the Bandera Business Association, Seconded by Councilmember Palmer.

Voting Yea: Councilmember Flowers, Councilmember Palmer, Councilmember Breen

Motion passes.

- D. Discuss and take possible action to approve Resolution 2025-016 authorizing the submittal of a Texas Rural Economic Development fund application to the Texas Department of Agriculture, committing local funds in the amount of \$100,000 to the selected project, and reaffirming civil rights policies as required by the program. - Stan Farmer**

Motion made by Councilmember Palmer to approve Resolution 2025-016 authorizing the submittal of a Texas Rural Economic Development fund application to the Texas Department of Agriculture, committing local funds in the amount of \$100,000 to the selected project to include projects 4 and 5, Seconded by Councilmember Flowers.

Voting Yea: Councilmember Flowers, Councilmember Palmer, Councilmember Breen

Motion Passes.

## **7. Closed Session.**

Mayor Griffin closed the meeting at 7:55PM

- A. The City Council will meet in closed session pursuant to Texas Government Code Section §551.071 (Consultations with Attorney), to wit: Agreement with Main Street Shops and Loft.**

## **8. Action Following Closed Session.**

The meeting was reconvened at 7:57 and there was no action.

## **9. Requests and Announcements.**

- A. Requests by Council to place items on an agenda.**

None

- B. Announcements by Council.**

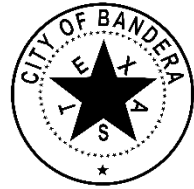
None

## **10. Adjourn.**

The meeting was adjourned at 7:58

/s/ Jill Shelton

Jill Shelton, City Secretary



**CITY OF BANDERA  
CITY COUNCIL SPECIAL MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas  
Monday, April 28, 2025 at 4:00 PM

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511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

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**MINUTES**

**1. Call to order.**

Mayor Pro Tem Battle called the meeting to order at 4:00PM

**2. Visitors to be Heard (shall not exceed 30 minutes total).**

There were no visitors to be heard

**3. Discussion and possible action on the following items:**

**A. Discuss and consider approving the recommendation of the Selection Review Committee to award by resolution the negotiation of a contract for engineering services pertaining to the application and implementation, if awarded, of the City's 2023 Texas Rural Economic Development program grant under the Texas Community Development Block Grant program of the Texas Department of Agriculture (TDA) and authorizing the execution of a contract.**

Motion made by Councilmember Flowers approve Resolution 2025-019 to award Aduarra the contract for services for the above project, Seconded by Councilmember Hicks.

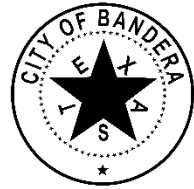
Voting Yea: Councilmember Battle, Councilmember Flowers, Councilmember Hicks, Councilmember Palmer, Councilmember Breen

**4. Adjourn.**

The meeting was adjourned at 4:15PM

/s/ Jill Shelton

Jill Shelton, *City Secretary*



**CITY OF BANDERA**  
**CITY COUNCIL REGULAR MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, May 13, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

**MINUTES**

**1. Call to order.**

Mayor Griffin called the meeting to order at 6:00PM

**PRESENT**

Mayor Denise Griffin  
Councilmember Brett Hicks  
Councilmember Lynn Palmer  
Councilmember Debbie Breen

**ABSENT**

Councilmember Tony Battle  
Councilmember Jeff Flowers

**2. Invocation and Pledge.**

Patricia Moore offered the invocation and all stood for the pledges.

**3. Visitors to be heard (shall not exceed 30 minutes total).**

Harrieth Stewart stated she had a good meeting with staff and a path forward to creating a Horse Committee that would help with maintaining the horse trails.

**4. Proclamations.**

**A. Proclamation for Mental Health Awareness.**

Mayor Griffin read the proclamation for May as Mental Health Awareness month.

**5. Presentations.**

**A. Presentation on the Annual July 4th Pet Parade by Carey Reed.**

Carey Reed presented a slide show and YouTube video of past pet parades and their success.

**6. Discussion and possible action on the following items:**

**A. Resolution 2025-019, authorizing the City of Bandera to submit a grant application for the 2026 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant. - Stan Farmer**

Motion made by Councilmember Hicks to approve Resolution 2025-019, Seconded by Councilmember Palmer.

Voting Yea: Mayor Griffin, Councilmember Hicks, Councilmember Palmer, Councilmember Breen

Motion Passes

**B. Dedicate a City Employee to temporarily act as the EDC Administrative Assistant. - Mayor Griffin**

There was some discussion on this item and who the person would be, currently Jill Shelton has been assisting in getting agendas posted, Lynn Palmer has been doing the minutes and Debbie Breen has been doing the Financials.



Motion made by Councilmember Palmer to dedicate a City Employee to temporarily EDC assistant upon the approval of the EDC board, Seconded by Councilmember Hicks.  
Voting Yea: Councilmember Hicks, Councilmember Palmer, Councilmember Breen

Motion Passes

**7. Closed Session.**

These items were skipped due to no Attorney presence.

**A. *The City Council will meet in closed session pursuant to Texas Government Code Section §551.071 (Consultations with Attorney), Main Street Shop and Lofts.***

**B. *The City Council will meet in closed session pursuant to Texas Government Code Section §551.072 to deliberate the purchase, exchange, lease, or value of real property.***

***1.) Waste Water Treatment Plant***

**8. Action following Closed Session. None**

**9. Requests and Announcements.**

A. Requests by Council to place items on an agenda.

Fire Department Funds or grant opportunities, possible amendment to permit process for 501-3C.

B. Announcements by Council.

Volunteers needed for the Smithsonian.

**10. Adjourn.**

Meeting was adjourned at 6:41

/s/ Jill Shelton

Jill Shelton, *City Secretary*



**CITY OF BANDERA  
CITY COUNCIL AGENDA REQUEST FORM  
MEETING DATE: Tuesday, May 20, 2025**

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**AGENDA ITEM:**

Appointment of a Court Prosecutor

**SUBMITTED BY:** Jannett Pieper

**APPROVED FOR AGENDA:** Stan Farmer

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**BACKGROUND:**

The Law Firm Messer\*Fort that represented Municipal Court recently has raised their fees significantly to \$350 per hour and has become very unreliable to the point that we have been unable to hold any pretrials since October 2024. They have voiced their desire to not represent the City of Bandera Municipal Court any longer.

We published an RFQ in the newspaper and received one (1) response from Mrs. Ilse D. Bailey whom we feel will represent the Municipal Court very effectively and efficiently.

The Court Clerk and Mrs. Bailey have worked together in other courts and work very well together.

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**FISCAL ANALYSIS:**

None.

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**RECOMMENDATION:**

Approve the agenda item

## Request for Qualifications and Proposal for Municipal Prosecutor

The City of Bandera is seeking Request for Qualifications and Proposal for the position of Municipal Prosecutor to represent the City in prosecution of Class-C criminal cases and city ordinances in the Municipal Court which is not a court of record. Most cases are set quarterly.

### Our City:

The City of Bandera is located 47 miles northwest of San Antonio Texas and 25 miles south of Kerrville. The population is 829. For more information on the City of Bandera, go to <https://www.banderatx.gov>

### Job Requirements:

Must be in attendance for all scheduled pretrials, jury trials and bench trials.

Applicants must have thorough knowledge of municipal court prosecutions and procedure, have practiced law in the State of Texas for at least 5 years immediately preceding appointment, be a member in good standing of the State Bar of Texas, be a resident of the State of Texas, be a United States citizen, and be a graduate of an accredited school of law. Prior municipal court experience as a City prosecutor in Texas is preferred.

Statements of Qualification, resumes, fee structure and professional references should be sent not later than April 30, 2025, to:

City of Bandera  
P.O. Box 2279  
Bandera TX. 78003

Or email: [cityclerk@banderatx.gov](mailto:cityclerk@banderatx.gov)

**Ilse Bailey**  
**Attorney at Law**  
117 Painted Post Ln.  
Shavano Park, Texas 78231  
ilsedbailey@gmail.com  
210-449-3669

April 14, 2025

City Clerk Jannett Pieper  
City of Bandera  
P. O. Box 2279  
Bandera, Texas 78003

Dear Ms. Pieper:

Please accept this letter and enclosed résumé as my application for selection as Municipal Prosecutor for the City of Bandera. I have decades of experience as an attorney, and extensive experience in the judicial system, from municipal court to capital murder prosecutions. I am confident in my ability to serve effectively in the role of your prosecutor.

I hold a JD degree from the University of Houston, which I obtained in 1983. I have been practicing law for over 40 years, the majority of which time I served as a prosecutor in various locations in Texas. This experience has equipped me with the skills necessary to effectively and efficiently prosecute cases in municipal courts.

In addition to my legal experience, I have strong leadership and communication skills. I have successfully managed complex cases, worked collaboratively with colleagues, and engaged with my communities to promote legal awareness and education. My commitment to continuous learning and professional development ensures that I stay updated with the latest legal precedents and best practices.

I believe that my background, skills, and dedication make me a strong candidate for this position. For the past several years I have served as the Alternate Municipal Judge for the City of Shavano Park and was more recently appointed to this same role for the City of Fredericksburg. Neither of these positions will conflict with my service as a prosecutor in your court.

I understand that your current compensation for the prosecutor is set at \$165.00/hour. I would propose maintaining that fee structure for my legal services both in court and out, with no compensation requested for travel time to and from Bandera. I will submit invoices either monthly or quarterly, whichever works better for the city.

Thank you for considering my application. I look forward to the opportunity to discuss with council how my background, skills, and enthusiasm can be of value to the City of Bandera Municipal Court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ilse D. Bailey', with a stylized, cursive script.

Ilse D. Bailey  
Texas State Bar # 01523800

Enclosure: Ilse Bailey résumé

Page 2 of 2

**ILSE BAILEY**

117 Painted Post Ln.  
 Shavano Park, Texas 78231  
 210-449-3669  
[ilsedbailey@gmail.com](mailto:ilsedbailey@gmail.com)  
 State Bar #01523800

**Professional Background:**

- ❖ Alternate Municipal Judge, Fredericksburg, Texas
- ❖ Alternate Municipal Judge, Shavano Park, Texas
- ❖ Owner, Ilse D. Bailey, P.C., Attorney
- ❖ City Attorney (Ingram)
- ❖ Kerr County Attorney
- ❖ Assistant Kerr County Attorney
- ❖ Special Prosecutor, Crimes Against Women (198<sup>th</sup>, 216<sup>th</sup> Judicial Districts & Kerr County Court at Law)
- ❖ Assistant City Attorney (Kerrville)
- ❖ Bailey, Danford & Emerson, PLLC (Partner)
- ❖ Assistant Texas Attorney General (Republic of Texas Task Force)
- ❖ Law Office of Ilse Bailey (Solo Practitioner)
- ❖ Assistant District Attorney (Brazos County)
- ❖ Assistant City Attorney (College Station)
- ❖ Assistant Criminal District Attorney (Bexar County)
- ❖ Bickerstaff, Heath & Smiley Law Firm (Associate)
- ❖ Texas Supreme Court Briefing Attorney (1983-84 term)

**Education**

- ❖ University of Houston Law School (J.D. 1983)
- ❖ University of Texas Law School
- ❖ Rice University (B.A. 1977)

**Publications**

- ❖ *"Beware Blind Pigs & Patriots,"* The Texas Prosecutor, Volume 27, No. 3, May/June 1997
- ❖ *"Meanwhile, Back at the Ranch, ... or ... The Militia is Alive and Well and Living in the Hill Country,"* The Texas Prosecutor, Volume 25, No. 3, May/June 1995
- ❖ *Equal Access: What's Ahead for the Telephone Service Buyer,* "Attagé Magazine, Co-Author, January/February 1985.

**Community Involvement/Activities**

- ❖ Hill Country Alt. Dispute Resolution Center (former President)
- ❖ Kerrville Performing Arts Society (former President)
- ❖ Kerr County Bar Association (former President)
- ❖ Our Lady of the Hills Catholic High School (former board member)
- ❖ Riverside Nature Center (former board member)
- ❖ Hill Country Crisis Council (former board member)
- ❖ American Association of University Women
- ❖ Kerr County Executive Women's Club
- ❖ National Association of Professional Women ("2010 Woman of the Year" award recipient)
- ❖ Frequent lecturer – Militia Movement and Domestic Terrorism

**Relevant Experience**

- ❖ Extensive administrative and governmental law experience, including advising and representing governing bodies (city councils, commissioners courts, various boards)
- ❖ In-depth working knowledge of county and state government, all levels
- ❖ Trained mediator
- ❖ Extensive trial experience, both jury and non-jury, from justice court to capital murder

**References**

- ❖ Shelly Becker, Presiding Municipal Judge, Fredericksburg, [sbecker@fbgtx.org](mailto:sbecker@fbgtx.org), 830-997-9935
- ❖ Lucy Pearson, Presiding Municipal Judge, Kerrville, [lucy.prsn@gmail.com](mailto:lucy.prsn@gmail.com), 830-257-2388
- ❖ Heather Stebbins, Kerr County Attorney, [hstebbins@co.kerr.tx.us](mailto:hstebbins@co.kerr.tx.us), 830-792-2220



**CITY OF BANDERA**  
**CITY COUNCIL AGENDA REQUEST FORM**  
**MEETING DATE: Tuesday, May 20, 2025**

**AGENDA ITEM:**

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Appointment of an Associate Judge

**SUBMITTED BY:** Michael P. Towers, Judge

**APPROVED FOR AGENDA:** Stan Farmer

**BACKGROUND:**

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Judge Eino Zapata will be absent from Bandera County for 6 months of the year and request to be replaced as Associate Judge.

We would like you to appoint Sharon Varner who has been a chief court clerk for many years and is very knowledgeable in all aspects of Class C criminal cases.

**FISCAL ANALYSIS:**

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None.

**RECOMMENDATION:**

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Approve the agenda item



Sharon s. Varner

3635 FM 1283

Pipe Creek, TX 78063

Bandera City Council

511 Main St.

Bandera, TX 78003

May 8, 2025

To Whom It May Concern,

I would like to be considered for the position of Associate Municipal Judge in the support of Judge Michael Towers. I have attached a copy of my transcripts from the Texas Justice Court Training Center for your review. If you would like further information please let me know.



Sincerely,

Sharon S. Varner

## Student Transcripts

**Student Name:** Sharon Varner

**Student ID:** 43526

**Office:** Chief Justice Court Clerk **Hiredate:** 3/1/2017 **County:** Bandera

**Total Hours:** 160.5

**TJCTC Hours:** 160.5 **NON-TJCTC Hours:** 0 **Teaching Hours:** 0

### TJCTC SEMINARS

Seminar - Classes	Seminar Date	Credit Hours
<b>FY_23 Legislative Update Workshop -- San Marcos</b>	8/21/2023	4
Day 1		
Legislative Update	8:00 AM - 2:00 PM - 4	
<b>FY_23 Experienced Court Personnel Seminar -- Corpus Christi</b>	5/16/2023	16
Welcome and Orientation	12:45 pm - 1:00 PM - 0.15	
Professionalism	1:00 PM - 3:00 PM - 2	
Magistrate Duties for Clerks	3:00 PM - 5:00 PM - 2	
Day 2		
Surprise! Our Court Does That Too?	8:00 AM - 10:00 AM - 2	
Writs From a Clerk's Perspective	10:00 AM - 12:00 PM - 2	
Exempt Property Hearings	1:00 PM - 2:00 PM - 1	
Legalese to English: Working With Attorneys in Justice Court	2:00 PM - 4:00 PM - 2	
Tricky Civil Cases	4:00 PM - 5:00 PM - 1	
Day 3		
Mental Health Issues in the Courthouse	8:00 AM - 10:00 AM - 2	
Resiliency & Gratitude	10:00 AM - 12:00 PM - 2	
<b>RW Inability to Pay Webinar -- Online</b>	12/7/2022	1
Day 1		
Inability to Pay	2:00 PM - 3:00 PM - 1	
<b>RW E-Filing and Paperless Courts: The Future is Now Webinar -- Online</b>	8/30/2022	1.5

<b>FY_22 Rural Leadership Workshop -- College Station</b>	6/1/2022	10
Rural Leadership	9:00 AM - 4:00 PM - 6	
<b>Day 2</b>		
Rural Leadership Cont	8:00 AM - 12:00 PM - 4	
<b>FY_22 Virtual Experienced Clerk Seminars -- Online</b>	5/3/2022	12
<b>Day 1</b>		
Virtual Experienced Clerk Criminal	10:00 AM - 3:00 PM - 4	
<b>Day 2</b>		
Virtual Experienced Clerk Criminal	10:00 AM - 3:00 PM - 4	
<b>Day 3</b>		
Virtual Experienced Clerk Criminal	10:00 AM - 3:00 PM - 4	
<b>RW Judge and Clerk Collaborations-Policies and Procedures -- Online</b>	4/14/2022	1
<b>Day 1</b>		
Judge and Clerk Collaborations-Policies and Procedures	1:00 PM - 2:00 PM - 1	
<b>RW EPOs and the Cycle of Violence Webinar -- Online</b>	4/13/2022	2
EPOs and the Cycle of Violence	2:00 PM - 4:00 PM - 2	
<b>RW Civil Update: Filing Fees &amp; Appeals -- Online</b>	12/14/2021	1
Civil Update: Filing Fees & Appeals	2:00 PM - 3:00 PM - 1	
<b>FY_21 Legislative Update Workshop -- Online</b>	8/26/2021	4
Legislative Update	1:00 PM - 5:00 PM - 4	
<b>FY_21 Rural Leadership Specialty Workshop -- Boerne</b>	7/5/2021	10
<b>Day 2</b>		
Rural Leadership Specialty	9:00 AM - 4:00 PM - 6	
<b>Day 3</b>		
Rural Leadership Specialty Cont.	8:00 AM - 12:00 PM - 4	
<b>Virtual Experience Court Personnel Seminar -- Online</b>	5/10/2021	16

**Day 1**

Become a SuperClerk! Goal Setting,  
Time Management, and Motivation Tips for  
Clerks 1:00 PM - 3:00 PM - 2

\$20,000 Question: The Jurisdictional  
Increase in Practice 3:00 PM - 5:00 PM - 2

**Day 2**

Customer Service and Self-  
Represented Litigants 1:00 PM - 2:00 PM - 1

Interpreters – Say What? 2:00 PM - 3:00 PM - 1

Getting to Civil Judgment Without a  
Trial 3:00 PM - 5:00 PM - 2

**Day 3**

Garnishment and Receivership 1:00 PM - 3:00 PM - 2

Deskbook Scavenger Hunt: Eviction  
Edition 3:00 PM - 5:00 PM - 2

**Day 4**

Clerk Conversations and  
Collaborations: Civil 1:00 PM - 3:00 PM - 2

How to Be a Great Team Player 3:00 PM - 5:00 PM - 2

**Legal Issues Arising Out of Winter  
Storm 2021 -- Online** 3/26/2021 1

**Day 1**

Legal Issues Arising Out of Winter  
Storm 2021 2:00 PM - 3:00 PM - 1

**FY\_19 Legislative Update  
Workshop -- San Marcos** 8/20/2019 5

Legislative Update 9:00 - 3:00 PM - 5

**FY\_19 Court Personnel  
Certification Master -- Corpus  
Christi** 3/20/2019 1

Court Personnel Certification Master 10:00 - 11:00 AM - 1

**FY\_19 Experienced Court  
Personnel Seminar -- Corpus Christi** 3/18/2019 16

Mandatory Orientation Noon 1:00 PM - 1

Court Security - Emergency  
Preparedness 1:00 - 3:00 PM - 2

For the Record Confidentiality and  
Expunctions 3:00 - 5:00 PM - 2

**Day 2**

Advanced Landlord Tenant Scenarios 8:00 - 10:00 AM - 2

ODL Scenarios 10:00 - Noon - 2

Advanced Criminal Scenarios 1:00 - 3:00 PM - 2

The Doctor will See You Now 3:00 - 5:00 PM - 2

### Day 3

Master Clerk Certification Exam 8:00 - Noon - 4

### FY\_18 Experience Court Personnel Seminar -- Bee Cave

1/31/2018

16

#### Day 1

Professionalism 1:00 - 3:00 PM - 2

Debt Claim Cases and Receiverships 3:00 - 5:00 PM - 2

#### Day 2

Fundamentals of Civil Cases Judgment  
and Beyond 8:00 - 10:00 AM - 2

Fundamentals of Eviction Cases 10:00 - Noon - 2

Omni and DPS Reporting 1:00 - 3:00 PM - 2

All About Warrants VPTA to Capias  
Pro Fine 3:00 - 5:00 PM - 2

#### Day 3

Records Request Release and Retention  
Indigent Parties 8:00 - Noon - 4

### FY\_17 Legislative Update Workshop -- San Marcos

7/23/2017

6

#### Day 1

Legislative Update 9:00 - 4:00 PM - 6

### FY\_17 Court Personnel Certification Level I-Criminal -- San Marcos

5/11/2017

1

Court Personnel Certification Level I-  
Criminal 10:00 - 11:00 AM - 1

### FY\_17 New Court Personnel Seminar -- San Marcos

5/9/2017

16

Legal Advice and Ethics 1:00 - 3:00 PM - 2

Fundamentals of Eviction Cases 3:00 - 5:00 PM - 2

#### Day 2

Fundamentals of Civil Cases 8:00 - Noon - 4

Fundamentals of Criminal Cases 1:00 - 5:00 PM - 4

#### Day 3

Response to Crisis Mental Health in the  
Courtroom 8:00 - 10:00 AM - 2

The Clerk The Face of the Court on  
Social Media and Professionalism 10:00 - Noon - 2

## Webinar Recordings

<b>Webinar - Classes</b>	<b>View Date</b>	<b>Credit Hours</b>
<b>RW Bond Forfeiture</b>	11/3/2022	0.5
<b>Self Eviction Appeals Module</b>	1/6/2022	1.5
<b>Self Family Violence and Other Criminal History Reporting for Justice Courts Module</b>	1/6/2022	2
<b>FY_18 Plenary Power Webinar</b>	7/27/2021	1
<b>Autonomous Cars and Justice Court Webinar</b>	6/29/2021	1
<b>FY_18 Republic of Texas Litigants Webinar</b>	2/4/2021	0.5
<b>Reporting Family Violence and Other Justice Court Convictions Webinar</b>	11/13/2020	1.5
<b>FY_19 Records Request Webinar</b>	10/29/2020	0.5
<b>FY_19 Peace Bonds Webinar</b>	8/28/2020	1
<b>20,000 Question Webinar</b>	8/27/2020	2
<b>FY_19 Evictions Tricky Issues Webinar</b>	8/19/2020	2
<b>Bond Forfeiture Webinar</b>	8/18/2020	1
<b>Hunting and Hunter Safety Webinar</b>	8/18/2020	0.5
<b>Records Retention Webinar</b>	8/10/2020	0.5
<b>Day to Day Ethics</b>	7/24/2020	1.5

**Evictions Appeals Webinar** 7/9/2020

1

Section 4, Item B.

**FY\_18 Orders of Retrieval Writs  
of Restoration and Re Entry  
Webinar** 7/9/2020

1

**Summer School Series: Deferrals  
DSC and Dismissals** 7/8/2020

1

TRANSCRIPT OF RECORD

Page 1 of 1

SHARON VARNER  
9155 FM 1283  
LAKEHILLS, TX 78063  
USA

DATE: 20 MAR 2025  
STUDENT NAME: SHARON VARNER  
STUDENT ID: X001737

COURSE NUMBER	TITLE	START DATE	END DATE	GRADE	HOURS	CIVIL HRS
0007	EMERGENCY DETENTION ORDERS	07 Nov 2023	07 Nov 2023	Complete	1.5	-
0014	2024 FAMILY VIOLENCE UPDATE	25 Jul 2024	25 Jul 2024	Complete	2.0	-

Conferences	Conference Dates	Civil Hrs	Academic Units (AUs)	Grade
Experience Court Personnel Seminar - San Marcos	13 May 2024 - 15 May 2024	-	16.00	Complete

\*\*\*\*\* END OF TRANSCRIPT \*\*\*\*\*

Please note that it may take up to 2 weeks for courses and conferences to appear on your transcript.



TRANSCRIPT OF RECORD

Page 1 of 1

SHARON VARNER  
9155 FM 1283  
LAKEHILLS, TX 78063  
USA

DATE: 05 MAY 2025  
STUDENT NAME: SHARON VARNER  
STUDENT ID: X001737

COURSE NUMBER	TITLE	START DATE	END DATE	GRADE	HOURS	CIVIL HRS
0007	EMERGENCY DETENTION ORDERS	07 Nov 2023	07 Nov 2023	Complete	1.5	-
0014	2024 FAMILY VIOLENCE UPDATE	25 Jul 2024	25 Jul 2024	Complete	2.0	-
0026	WHEN EVICTIONS MET AIRBNB	27 Feb 2025	27 Feb 2025	Complete	1.0	1.00

Conferences	Conference Dates	Civil Hrs	Academic Units (AUs)	Grade
Experience Court Personnel Seminar - San Marcos	13 May 2024 - 15 May 2024	—	16.00	Complete

\*\*\*\*\* END OF TRANSCRIPT \*\*\*\*\*

Please note that it may take up to 2 weeks for courses and conferences to appear on your transcript.

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BANDERA, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION,  
SERIES 2025B, IN THE PRINCIPAL AMOUNT OF \$280,000, AWARDING THE SALE  
OF SUCH CERTIFICATES OF OBLIGATION, AND ORDAINING OTHER MATTERS  
RELATED THERETO**

**THE STATE OF TEXAS** §  
**COUNTY OF BANDERA** §  
**CITY OF BANDERA** §

**WHEREAS**, the City Council of the City of Bandera, Texas (the "City" or the "Issuer") deems it advisable to issue Certificates of Obligation in the amount of \$280,000 for the purpose of paying, in whole or in part, the City's contractual obligations for planning, designing, constructing, acquiring, equipping, and improving water system improvements and for paying all or a portion of the legal, fiscal and engineering fees in connection with this project, and the costs of issuance related to the Certificates of Obligation; and

**WHEREAS**, the City Council adopted a resolution on March 25, 2025, authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation; and

**WHEREAS**, said notice has been duly published in the *Bandera Bulletin*, which is a newspaper of general circulation in said City, in its issues of April 2, 2025 and April 9, 2025; and

**WHEREAS**, up to the date of this Ordinance, the City has received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation; and

**WHEREAS**, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271 of the Local Government Code and Chapter 1502, Government Code, and are being sold to the Texas Water Development Board; and

**WHEREAS**, the meeting was open to the public and public notice of the time, place and purpose of said meeting was given pursuant to Chapter 551, Texas Government Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANDERA,  
TEXAS:**

Section 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$280,000, for the purpose of paying, in whole or in part, the City's contractual obligations for planning, designing, constructing, acquiring, equipping, and improving water system improvements and for paying all or a portion of the legal, fiscal and engineering fees in connection with this project, and the costs of issuance related to the Certificates of Obligation (collectively, the "Project").

Section 2. DESIGNATION OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to this Ordinance shall be designated: "CITY OF BANDERA, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025B", and initially there shall be issued, sold, and delivered hereunder a single fully registered certificate of obligation in the principal amount of \$280,000, without interest coupons, payable in installments of principal (the "Initial Certificate of Obligation"), but the Initial Certificate of Obligation may be assigned and transferred and/or converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, having serial maturities, and in the denomination or denominations of \$5,000 or any integral multiple of \$5,000, all in the manner hereinafter provided. The term "Certificates of Obligation" as used in this Ordinance shall mean and include collectively the Initial Certificate of Obligation and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate of Obligation" shall mean any of the Certificates of Obligation.

Section 3. INITIAL DATE, DENOMINATION, NUMBER, MATURITIES, INITIAL REGISTERED OWNER, AND CHARACTERISTICS OF THE INITIAL CERTIFICATE OF OBLIGATION. (a) The Initial Certificate of Obligation is hereby authorized to be issued, sold, and delivered hereunder as a single fully registered Certificate of Obligation, without interest coupons, dated June 1, 2025, in the denomination and aggregate principal amount of \$280,000, numbered R-1, payable in annual installments of principal to the initial registered owner thereof, to-wit: **TEXAS WATER DEVELOPMENT BOARD**, or to the registered assignee or assignees of said Certificate of Obligation or any portion or portions thereof (in each case, the "registered owner"), with the annual installments of principal of the Initial Certificate of Obligation to be payable on the dates, respectively, and in the principal amounts, respectively, stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

(b) The Initial Certificate of Obligation (i) may be prepaid or redeemed prior to the respective scheduled due dates of installments of principal thereof, (ii) may be assigned and transferred, (iii) may be converted and exchanged for other Certificates of Obligation, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Initial Certificate of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

Section 4. INTEREST. The unpaid principal balance of the Initial Certificate of Obligation shall bear interest from the date of delivery of the Initial Certificate of Obligation to the respective schedule due dates, or to the respective dates of prepayment or redemption, and will be calculated on the basis of a 360-day year of twelve 30-day months to the respective scheduled due dates, of the installments of principal of the Initial Certificate of Obligation, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the FORM OF INITIAL CERTIFICATE OF OBLIGATION set forth in this Ordinance.

Section 5. FORM OF INITIAL CERTIFICATE OF OBLIGATION. The form of the Initial Certificate of Obligation, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on the Initial Certificate of Obligation, shall be substantially as follows:

**FORM OF INITIAL CERTIFICATE OF OBLIGATION**

**NO. R-1**

**\$280,000**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BANDERA  
CITY OF BANDERA, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE  
CERTIFICATE OF OBLIGATION, SERIES 2025B**

CITY OF BANDERA, TEXAS in the COUNTY OF BANDERA (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to

**TEXAS WATER DEVELOPMENT BOARD**

or to the registered assignee or assignees of this Certificate of Obligation or any portion or portions hereof (in each case, the "registered owner") the aggregate principal amount of

***TWO HUNDRED AND EIGHTY THOUSAND DOLLARS***

in annual installments of principal due and payable on February 1 in each of the years, and in the respective principal amounts, as set forth in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2027	\$10,000	2037	\$15,000
2028	10,000	2038	15,000
2029	10,000	2039	15,000
2030	10,000	2040	15,000
2031	10,000	2041	15,000
2032	10,000	2042	15,000
2033	15,000	2043	15,000
2034	15,000	2044	15,000
2035	15,000	2045	20,000
2036	15,000	2046	20,000

and to pay interest, from the date of delivery of this Initial Certificate of Obligation (which date appears on the back hereof) hereinafter stated, on the balance of each such installment of principal, respectively, from time to time remaining unpaid, at the following rates per annum:

INTEREST		INTEREST	
<u>YEAR</u>	<u>RATE</u>	<u>YEAR</u>	<u>RATE</u>
2027	2.180%	2037	2.870%
2028	2.180	2038	2.940
2029	2.230	2039	2.990
2030	2.310	2040	3.060
2031	2.370	2041	3.120
2032	2.480	2042	3.170
2033	2.530	2043	3.220
2034	2.610	2044	3.240
2035	2.690	2045	3.280
2036	2.790	2046	3.310

Said interest being payable on February 1, 2026, and semiannually on each August 1 and February 1 thereafter while this Certificate of Obligation or any portion hereof is outstanding and unpaid.

THE INSTALLMENTS OF PRINCIPAL OF AND THE INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The installments of principal and the interest on this Certificate of Obligation are payable to the registered owner hereof through the services of ***Zions Bancorporation, National Association, Houston, Texas***, which is the "Paying Agent/Registrar" for this Certificate of Obligation. Payment of all principal of and interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal payment date by check or draft, dated as of such date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate of Obligation (the "Certificate of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and/or interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month preceding such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by electronic or wire transfer, or such other acceptable method to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. However, if the Certificate of Obligation is owned by the Texas Water Development Board, there will be no charge. The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal and/or interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Certificate of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION has been authorized in accordance with the Constitution and laws of the State of Texas, in the principal amount of \$280,000 for the purpose of paying, in whole or in part, the City's contractual obligations for planning, designing, constructing, acquiring, equipping, and improving water system improvements and for paying all or a portion of the legal, fiscal and engineering fees in connection with this project, and the costs of issuance.

ON AUGUST 1, 2035, or any date thereafter, the unpaid installments of principal of this Certificate of Obligation may be prepaid or redeemed prior to their scheduled due dates, at the option of the Issuer, with funds derived from any available source, as a whole, or in part, and, if in part, the Issuer shall, in inverse order of maturity, select and designate the maturity, or maturities, and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of this Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount, plus accrued interest to the date fixed for prepayment or redemption.

AT LEAST 30 DAYS prior to the date fixed for any such prepayment or redemption a written notice of such prepayment or redemption shall be mailed by the Paying Agent/Registrar to the registered owner hereof. By the date fixed for any such prepayment or redemption due provision shall be made by the Issuer with the Paying Agent/Registrar for the payment of the required prepayment or redemption price for this Certificate of Obligation or the portion hereof which is to be so prepaid or redeemed, plus accrued interest thereon to the date fixed for prepayment or redemption. If such written notice of prepayment or redemption is given, and if due provision for such payment is made, all as provided above, this Certificate of Obligation, or the portion thereof which is to be so prepaid or redeemed, thereby automatically shall be treated as prepaid or redeemed prior to its scheduled due date, and shall not bear interest after the date fixed for its prepayment or redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the prepayment or redemption price plus accrued interest to the date fixed for prepayment or redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such prepayments or redemptions of principal of this Certificate of Obligation or any portion hereof.

THIS CERTIFICATE OF OBLIGATION, to the extent of the unpaid or unredeemed principal balance hereof, or any unpaid and unredeemed portion hereof in any integral multiple of \$5,000, may be assigned by the initial registered owner hereof and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for this Certificate of Obligation, upon the terms and conditions set forth in the Certificates of Obligation Ordinance. Among other requirements for such transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar for cancellation, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment by the initial registered owner of this Certificate of Obligation, or any portion or portions hereof in any integral multiple of \$5,000, to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. Any instrument or instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any such portion or portions hereof by the initial registered owner hereof. A new certificate of obligation or certificates of obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new

certificate of obligation or certificates of obligation) or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, shall be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation or any portion or portions hereof, but solely in the form and manner as provided in the next paragraph hereof for the conversion and exchange of this Certificate of Obligation or any portion hereof. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED above and in the Certificates of Obligation Ordinance, this Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance hereof, may be converted into and exchanged for a like aggregate principal amount of fully registered certificates of obligation, without interest coupons, payable to the assignee or assignees duly designated in writing by the initial registered owner hereof, or to the initial registered owner as to any portion of this Certificate of Obligation which is not being assigned and transferred by the initial registered owner, in any denomination or denominations in any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute certificate of obligation issued in exchange for any portion of this Certificate of Obligation shall have a single stated principal maturity date), upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificates of Obligation Ordinance. If this Certificate of Obligation or any portion hereof is assigned and transferred or converted each certificate of obligation issued in exchange for any portion hereof shall have a single stated principal maturity date corresponding to the due date of the installment of principal of this Certificate of Obligation or portion hereof for which the substitute certificate of obligation is being exchanged, and shall bear interest at the rate applicable to and borne by such installment of principal or portion thereof. Such certificates of obligation, respectively, shall be subject to redemption prior to maturity on the same dates and for the same prices as the corresponding installment of principal of this Certificate of Obligation or portion hereof for which they are being exchanged. No such certificate of obligation shall be payable in installments, but shall have only one stated principal maturity date. AS PROVIDED IN THE CERTIFICATES OF OBLIGATION ORDINANCE, THIS CERTIFICATE OF OBLIGATION IN ITS PRESENT FORM MAY BE ASSIGNED AND TRANSFERRED OR CONVERTED ONCE ONLY, and to one or more assignees, but the certificates of obligation issued and delivered in exchange for this Certificate of Obligation or any portion hereof may be assigned, transferred and converted, subsequently, as provided in the Certificates of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging this Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make any such assignment, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for prepayment or redemption prior to maturity, within 45 days prior to its prepayment or redemption date.

IN THE EVENT any Paying Agent/Registrar for this Certificate of Obligation is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate

of Obligation Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owner of this Certificate of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest and principal come due, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate of Obligation is additionally secured by a lien on and pledge of surplus revenues of the Issuer's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with any of the Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's Waterworks and Sewer System, all as provided in the Certificates of Obligation Ordinance.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Ordinance constitute a contract between the registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro Tem of the Issuer, countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed on this Certificate of Obligation to be dated June 1, 2025.

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

\_\_\_\_\_  
Mayor [Pro Tem]

(CITY SEAL)

The following shall be printed on the back of said Certificate of Obligation:

"This Certificate of Obligation was delivered to and paid for by the Purchaser thereof on June 18, 2025".



FORM OF REGISTRATION CERTIFICATE OF THE  
COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE  
REGISTER NO.

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

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 6. ADDITIONAL CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION. Registration and Transfer. (a) The Issuer shall keep or cause to be kept at the principal corporate trust office of **Zions Bancorporation, National Association, Houston, Texas**, (the "Paying Agent/Registrar") books or records of the registration and transfer of the Certificates of Obligation (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate of Obligation may be transferred in the Registration Books only upon presentation and surrender of such Certificate of Obligation to the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/ Registrar, (i) evidencing the assignment of the Certificate of Obligation, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and (ii) the right of such assignee or assignees to have the Certificate of Obligation or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate of Obligation or any portion thereof, a new substitute Certificate of Obligation or Certificates of Obligation shall be issued in conversion and exchange therefor in the manner herein provided. The Initial Certificate of Obligation, to the extent of the unpaid or unredeemed principal balance thereof, may be assigned and transferred by the initial registered owner thereof once only, and to one or more assignees designated in writing by the initial registered owner thereof. All Certificates of Obligation issued and delivered in conversion of and exchange for the Initial

Certificate of Obligation shall be in any denomination or denominations of any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated principal maturity date), shall be in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance, and shall have the characteristics, and may be assigned, transferred, and converted as hereinafter provided. If the Initial Certificate of Obligation or any portion thereof is assigned and transferred or converted the Initial Certificate of Obligation must be surrendered to the Paying Agent/Registrar for cancellation, and each Certificate of Obligation issued in exchange for any portion of the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If only a portion of the Initial Certificate of Obligation is assigned and transferred, there shall be delivered to and registered in the name of the initial registered owner substitute Certificates of Obligation in exchange for the unassigned balance of the Initial Certificate of Obligation in the same manner as if the initial registered owner were the assignee thereof. If any Certificate of Obligation or portion thereof other than the Initial Certificate of Obligation is assigned and transferred or converted each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is exchanged. A form of assignment shall be printed or endorsed on each Certificate of Obligation, excepting the Initial Certificate of Obligation, which shall be executed by the registered owner or its duly authorized attorney or representative to evidence an assignment thereof. Upon surrender of any Certificates of Obligation or any portion or portions thereof for transfer of registration, an authorized representative of the Paying Agent/Registrar shall make such transfer in the Registration Books, and shall deliver a new fully registered substitute Certificate of Obligation or Certificates of Obligation, having the characteristics herein described, payable to such assignee or assignees (which then will be the registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in case only a portion of a Certificate of Obligation is being assigned and transferred, all in conversion of and exchange for said assigned Certificate of Obligation or Certificates of Obligation or any portion or portions thereof, in the same form and manner, and with the same effect, as provided in Section 6(d), below, for the conversion and exchange of Certificates of Obligation by any registered owner of a Certificate of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer and delivery of a substitute Certificate of Obligation or Certificates of Obligation, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of any Certificate of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(b) Ownership of Certificates of Obligation. The entity in whose name any Certificate of Obligation shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Ordinance, whether or not such Certificate of Obligation shall be overdue, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, and premium, if

any, and interest on any such Certificate of Obligation shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate of Obligation to the extent of the sum or sums so paid.

(c) Payment of Certificates of Obligation and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, and to act as its agent to convert and exchange or replace Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates of Obligation, and of all conversions and exchanges of Certificates of Obligation, and all replacements of Certificates of Obligation, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Certificate of Obligation holder appearing on the Security Register at the close of business on the 15th day next preceding the date of mailing of such notice.

(d) Conversion and Exchange or Replacement; Authentication. Each Certificate of Obligation issued and delivered pursuant to this Ordinance, to the extent of the unpaid or unredeemed principal balance or principal amount thereof, may, upon surrender of such Certificate of Obligation at the principal corporate trust office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be converted into and exchanged for fully registered certificates of obligation, without interest coupons, in the form prescribed in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance, in the denomination of \$5,000, or any integral multiple of \$5,000 (subject to the requirement hereinafter stated that each substitute Certificate of Obligation shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal balance or principal amount of any Certificate of Obligation or Certificates of Obligation so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If the Initial Certificate of Obligation is assigned and transferred or converted each substitute Certificate of Obligation issued in exchange for any portion of the Initial Certificate of Obligation shall have a single stated principal maturity date, and shall not be payable in installments; and each such Certificate of Obligation shall have a principal maturity date corresponding to the due date of the installment of principal or portion thereof for which the substitute Certificate of Obligation is being exchanged; and each such Certificate of Obligation shall bear interest at the single rate applicable to and borne by such installment of principal or portion thereof for which it is being exchanged. If a portion of any Certificate of Obligation (other than the Initial Certificate of Obligation) shall be redeemed prior to its scheduled maturity as provided herein, a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate of Obligation or

portion thereof (other than the Initial Certificate of Obligation) is assigned and transferred or converted, each Certificate of Obligation issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate of Obligation for which it is being exchanged. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation. The Paying Agent/Registrar shall convert and exchange or replace Certificates of Obligation as provided herein, and each fully registered certificate of obligation delivered in conversion of and exchange for or replacement of any Certificate of Obligation or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates of Obligation for all purposes of this Ordinance, and may again be converted and exchanged or replaced. It is specifically provided that any Certificate of Obligation authenticated in conversion of and exchange for or replacement of another Certificate of Obligation on or prior to the first scheduled Record Date for the Initial Certificate of Obligation shall bear interest from the date of the Initial Certificate of Obligation, but each substitute Certificate of Obligation so authenticated after such first scheduled Record Date shall bear interest from the interest payment date next preceding the date on which such substitute Certificate of Obligation was so authenticated, unless such Certificate of Obligation is authenticated after any Record Date but on or before the next following interest payment date, in which case it shall bear interest from such next following interest payment date; provided, however, that if at the time of delivery of any substitute Certificate of Obligation the interest on the Certificate of Obligation for which it is being exchanged is due but has not been paid, then such Certificate of Obligation shall bear interest from the date to which such interest has been paid in full. THE INITIAL CERTIFICATE OF OBLIGATION issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in conversion of and exchange for or replacement of any Certificate of Obligation or Certificates of Obligation issued under this Ordinance there shall be printed a certificate, in the form substantially as follows:

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificates of Obligation Ordinance described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

**Zions Bancorporation, National Association**  
**Houston, Texas**  
Paying Agent/Registrar

Dated \_\_\_\_\_ By \_\_\_\_\_  
Authorized Representative

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the above Certificate, and no such Certificate of

Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates of Obligation surrendered for conversion and exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Government Code, the duty of conversion and exchange or replacement of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the converted and exchanged or replaced Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate of Obligation which originally was issued pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting any such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange or replacement of Certificates of Obligation or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

(e) In General. All Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates of Obligation shall be payable, all as provided, and in the manner required or indicated, in the FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION set forth in this Ordinance.

(f) Payment of Fees and Charges. The Issuer hereby covenants with the registered owners of the Certificates of Obligation that it will (i) pay the standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates of Obligation, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer of registration of Certificates of Obligation, and with respect to the conversion and exchange of Certificates of Obligation solely to the extent above provided in this Ordinance.

(g) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance, and that the Paying Agent/Registrar will

be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice; however, the Issuer must obtain approval of the Texas Water Development Board to such change if the Texas Water Development Board owns any of the Certificates of Obligation. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Certificates of Obligation. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a Certificate of Obligation holder, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Certificate of Obligation holder, as shown in the Registration Books of any amount with respect to principal of, or premium, if any, or interest on, as the case may be, the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and premium, if any, and interest as the case may be, with respect to such Certificate of Obligation, for the purpose of giving notices of redemption and other matters with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and premium, if any, and interest on the Certificates of Obligation only to or upon the order of the respective owners, as shown in the Registration Books as provided in

this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest or as the case may be, the Certificates of Obligation to the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the Issuer to make payments of principal and premium, if any, and interest as the case may be, pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co, and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(i) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC and that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Certificate of Obligation holders transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance. Notwithstanding the foregoing, the Issuer, if the Texas Water Development Board still owns the Certificates of Obligation, will not discontinue the use of DTC and its book-entry only system without prior written consent from the Texas Water Development Board.

(j) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and premium, if any, and interest or as the case may be, such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

Section 7. FORM OF SUBSTITUTE CERTIFICATES OF OBLIGATION. The form of all Certificates of Obligation issued in conversion and exchange or replacement of any other Certificate of Obligation or portion thereof, including the form of Paying Agent/Registrar's Certificate to be printed on each of such Certificates of Obligation, and the Form of Assignment to be printed on each of the Certificates of Obligation, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

*[The remainder of this page intentionally left blank.]*

**FORM OF SUBSTITUTE CERTIFICATE OF OBLIGATION**

NO. \_\_\_\_\_ PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF BANDERA  
CITY OF BANDERA, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION,  
SERIES 2025B

<b><u>INTEREST RATE</u></b>	<b><u>MATURITY DATE</u></b>	<b><u>DATE OF ORIGINAL ISSUE</u></b>	<b><u>CUSIP NO.</u></b>
%		June 1, 2025	

ON THE MATURITY DATE specified above, the CITY OF BANDERA, TEXAS (the "Issuer") in COUNTY OF BANDERA, being a political subdivision of the State of Texas, hereby promises to pay to

**CEDE & CO.**

or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of \_\_\_\_\_ and to pay interest thereon from the original date of delivery of this Certificate of Obligation (which date appears on the back hereof) to the maturity date specified above, at the interest rate per annum specified above with interest being payable on February 1, 2026 and semiannually thereafter on each August 1 and February 1, except that if the date of authentication of this Certificate of Obligation is later than the first record date, such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the registered owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of ***Zions Bancorporation, National Association, Houston, Texas***, which is the "Paying Agent/Registrar" for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the registered owner hereof on the interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Ordinance authorizing the issuance of the Certificates of Obligation (the "Certificates of Obligation Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the 15th day of the month preceding such date (the "Record Date") on the Registration Books



kept by the Paying Agent/Registrar, as hereinafter described, or by such other method acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the registered owner, however, if the Certificate of Obligation is owned by the Texas Water Development Board, there will be no charge. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the registered owner at the principal corporate trust office of the Paying Agent/Registrar upon presentation and surrender of this Certificate of Obligation for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate of Obligation that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate of Obligation, it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificates of Obligation Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of an issue of Certificates of Obligation initially dated June 1, 2025, authorized in accordance with the Constitution and laws of the State of Texas in the original principal amount of \$280,000, for paying all or a portion of the Issuer's contractual obligations for the purpose of planning, acquiring, and designing improvements to the City's sewer system and for paying professional services for legal, fiscal, and engineering fees in connection with this project.

ON AUGUST 1, 2035 OR ANY DATE THEREAFTER, the Certificates of Obligation of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the Issuer shall, in inverse order of maturity, select and designate the maturity or maturities and the amount that is to be redeemed, and if less than a whole maturity is to be called, the Issuer shall direct the Paying Agent/Registrar to call by lot (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount thereof, plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate of Obligation to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate of Obligation, and it is hereby specifically provided that the mailing of such notice as required above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Certificates of Obligation or portions thereof. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If

such written notice of redemption is mailed and if due provision for such payment is made, as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificates of Obligation Ordinance.

THIS CERTIFICATE OF OBLIGATION OR ANY PORTION OR PORTIONS HEREOF IN ANY INTEGRAL MULTIPLE OF \$5,000 may be assigned and shall be transferred only in the Registration Books of the Issuer kept by the Paying Agent/Registrar acting in the capacity of registrar for the Certificates of Obligation, upon the terms and conditions set forth in the Certificates of Obligation Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate of Obligation shall be executed by the registered owner or its duly authorized attorney or representative to evidence the assignment hereof. A new Certificate of Obligation or Certificates of Obligation payable to such assignee or assignees (which then will be the new registered owner or owners of such new Certificate of Obligation or Certificates of Obligation), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Certificate of Obligation, may be delivered by the Paying Agent/Registrar in conversion of and exchange for this Certificate of Obligation, all in the form and manner as provided in the next paragraph hereof for the conversion and exchange of other Certificates of Obligation. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such transfer, but the one requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration of this Certificate of Obligation or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Certificate of Obligation shall be deemed and treated by the Issuer and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate of Obligation to the extent of such payment, and the Issuer and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered certificates of obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificates of Obligation Ordinance, this Certificate of Obligation, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be converted into and exchanged for a like aggregate principal

amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificates of Obligation Ordinance. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for transferring, converting, and exchanging any Certificate of Obligation or any portion thereof, but the one requesting such transfer, conversion, and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of conversion and exchange. The Paying Agent/Registrar shall not be required to make any such conversion and exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Certificate of Obligation or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

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

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest and principal come due, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate of Obligation is additionally secured by a lien on and pledge of surplus revenues of the Issuer's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with any of the Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's Waterworks and Sewer System, all as provided in the Certificates of Obligation Ordinance.

BY BECOMING the registered owner of this Certificate of Obligation, the registered owner thereby acknowledges all of the terms and provisions of the Certificate of Obligation Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate of Obligation Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate of Obligation and the Certificate of Obligation Ordinance constitute a contract between each registered owner hereof and the Issuer.

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

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

\_\_\_\_\_  
Mayor [Pro Tem]

(CITY SEAL)

The following shall be printed on the back of said Certificate of Obligation:

"This Certificate of Obligation was originally delivered to and paid for by  
the Purchaser thereof on June 18, 2025".

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

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

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Certificate of Obligation Ordinance described on the face of this Certificate of Obligation; and that this Certificate of Obligation has been issued in conversion of and exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

**Zions Bancorporation, National Association**  
**Houston, Texas**  
Paying Agent/Registrar

Dated \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby assigns this Certificate of Obligation to

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Assignee's Social Security or Tax  
Payer Identification Number)

(Print or type Assignee's Name and Address Including  
Zip Code)

and hereby irrevocably constitutes and appoints

attorney, to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

NOTICE: This signature must be guaranteed  
by a member of the New York Stock Exchange  
or a commercial bank or trust company.

\_\_\_\_\_

NOTICE: This signature must correspond with the  
name of the Registered Owner appearing on the  
face of this Certificate of Obligation.

Section 8. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation, together with any premium received from the sale of the Certificates of Obligation, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due and to prove and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Article 1208, Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and revenue granted by the Issuer under this Section and Section 9, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and revenue granted by the Issuer under this Section and Section 9 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer 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 of a security interest in said pledge to occur.

Section 9. REVENUES. That said Certificates of Obligation, together with other obligations of the Issuer, are additionally secured by and shall be payable from surplus revenues of the Issuer's waterworks and sewer system (the "Waterworks and Sewer System") remaining after (a) payment of all amounts constituting operation and maintenance expenses thereof, and (b) payment of all debt service, reserve, repair and replacement and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Waterworks and Sewer System revenues, and (c) payment of all amounts payable from any Waterworks and Sewer System revenues pursuant to contracts heretofore or hereafter entered into by the Issuer in accordance with law. Notwithstanding the requirements of Section 8, if surplus revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 8 may be reduced to the extent and by the amount of the surplus revenues of the Waterworks and Sewer System then on deposit in the Interest and Sinking Fund. However, if the surplus revenues of the Waterworks and Sewer System are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(a) shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates of Obligation until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates of Obligation; further, the Issuer shall not transfer any surplus revenue funds from the Issuer's Waterworks and Sewer System Revenue Fund to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates of Obligation for the then current fiscal year has been deposited in the Interest and Sinking Fund;

(b) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient surplus Waterworks and Sewer System revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates of Obligation; and

(c) shall at all times maintain and collect sufficient Waterworks and Sewer System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the system, produce revenues in an amount not less than 1.10 times debt service requirements of all outstanding Waterworks and Sewer

System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the Waterworks and Sewer System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the Waterworks and Sewer System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except Waterworks and Sewer System rates and charges, sufficient for the repayment of Waterworks and Sewer System debt service requirements.

Section 10. TRANSFER. The Mayor and the City Secretary are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay principal.

Section 11. DEFEASANCE OF CERTIFICATES OF OBLIGATION. (a) Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Certificate of Obligation") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by any reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection 11(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes. Notice of such defeasance shall be furnished to the Texas Water Development Board, if the Texas Water Development Board is the owner of the outstanding bonds.

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

the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 11(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

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

Section 12. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION.** (a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

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



surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, or redemption premium, if any, or interest on the Certificate of Obligation, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

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

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Government Code, this Section 12 of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates of obligation is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 6(d) of this Ordinance for Certificates of Obligation issued in conversion and exchange for other Certificates of Obligation.

Section 13. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION; AND CUSIP NUMBERS. The Mayor and Mayor Pro Tem of the Issuer are hereby authorized to have control of the Initial Certificate of Obligation issued hereunder and all necessary records and proceedings pertaining to the Initial Certificate of Obligation pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Certificate of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Initial Certificate of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Initial Certificate of Obligation. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Initial Certificate of Obligation or on any Certificates of Obligation issued and delivered in conversion of and exchange or replacement of any Certificate of Obligation, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

Section 14. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

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

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

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

(iv) to refrain from taking any action that would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

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

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

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

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

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

(vii) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to refrain from using the proceeds of the Certificates of Obligation or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of the issue of the Certificates of Obligation in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

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

(x) not to acquire any of the Texas Water Development Board's source series bonds in an amount related to the amount of Certificates of Obligation acquired by the Texas Water Development Board.

(b) Rebate Fund. In order to facilitate compliance with Section (a)(ix) of this Ordinance, a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements

applicable to the Certificates of Obligation, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Mayor Pro Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates of Obligation or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Certificates of Obligation, or (ii) the date the Certificates of Obligation are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates of Obligation or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit A as the City's written procedures. The City also incorporates herein the representations to be made by it in the Federal Tax Certificate related to the Certificates of Obligation.

## Section 15. CONTINUING DISCLOSURE. CONTINUING DISCLOSURE.

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

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"EMMA" means the Electronic Municipal Market Access system being established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Issuer shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer to the extent that such information is customarily prepared by the Issuer, including of the general type described in Exhibit B hereto and information that is generally available to the public. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for such fiscal year within such six-month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

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

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The Issuer shall file notice of any of the following events with respect to the Certificates of Obligation to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

- (3)     Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4)     Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5)     Substitution of credit or liquidity providers, or their failure to perform;
- (6)     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates of Obligation, or other material events affecting the tax status of the Certificates of Obligation;
- (7)     Modifications to rights of holders of the Certificates of Obligation, if material;
- (8)     Bond calls, if material, and tender offers;
- (9)     Defeasances;
- (10)    Release, substitution, or sale of property securing repayment of the Certificates of Obligation, if material;
- (11)    Rating changes;
- (12)    Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13)    The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14)    Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15)    Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
- (16)    Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) 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 Issuer 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 Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer 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 Issuer, and (b) the Issuer intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(d) Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates of Obligation within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

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

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

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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

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

**Section 16. SALE OF CERTIFICATES OF OBLIGATION.** The Certificates of Obligations are hereby sold and shall be delivered to the TEXAS WATER DEVELOPMENT BOARD at a price equal to the par amount thereof. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance are in the City's best interests.

**Section 17. APPROVAL OF CERTIFICATES OF OBLIGATION.** The Certificates of Obligations have been purchased by the Texas Water Development Board pursuant to its Resolution No. 25-028 adopted on March 13, 2025, which provides that the Certificates of Obligations are being purchased from the Rural Water Assistance Fund and that in accordance thereto the Executive Administrator of the Board will purchase the Certificates of Obligations at the price set forth in Section 16, with all of the proceeds to be deposited in the Escrow Fund created in the Escrow Agreement herein below approved for future distribution into the Construction Fund as set forth therein.

**Section 18. APPROVAL OF ESCROW AGREEMENT.** The Mayor or Mayor Pro Tem of the Issuer are hereby authorized and directed to execute and deliver and the City Secretary of the Issuer are hereby authorized and directed to attest an Escrow Agreement in substantially the form attached hereto as Exhibit C. The moneys in the Escrow Fund upon authorization from the Executive Administrator of the Texas Water Development Board, or its designee, shall be deposited into the Construction Fund as established herein.

**Section 19. CONSTRUCTION FUND.** There shall be established a Construction Fund with the Issuer's depository bank and upon release of funds from the Escrow Fund such funds shall



be deposited into this Construction Fund. The Construction Fund must be kept separate from all other accounts of the City. The cost of issuance of the Certificates of Obligations, being legal, fiscal and engineering fees, may be paid from this Fund. The cost of the construction of the water system improvements will be paid from this Construction Fund upon direction of the Issuer. All interest and profits from investments made with moneys in the Construction Fund shall remain on deposit in the Construction Fund as a part thereof. After completion of the payment of all costs of the water system improvements, any residue remaining in the Construction Fund shall be applied in accordance with Section 21 hereof.

Section 20. **FINAL ACCOUNTING.** The Issuer shall render a final accounting to the Texas Water Development Board in reference to the total cost incurred by the Issuer for water system improvements together with a copy of "as built" plans of the project upon completion.

Section 21. **INVESTMENTS.** Proceeds of the Certificates of Obligation shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Public Funds Investment Act"), and the Public Funds Collateral Act, Chapter 2257, Texas Government Code. Funds on deposit in any Fund established pursuant to this Ordinance may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act, and the Issuer's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in each Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the Issuer reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the Issuer and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage certificates shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 22. **REMAINING FUNDS AND SURPLUS PROCEEDS.** The City shall use any proceeds from the Certificates of Obligation that are determined to be remaining unused funds, which are those funds unspent after the original approved Project is completed, for enhancements to the original Projects that are explicitly approved by the Executive Administrator of the Texas Water Development Board or, if no enhancements are so authorized, the City shall submit a final accounting and disposition of any unused funds.

Any proceeds of the Certificates of Obligation remaining on deposit in the escrow fund and the Construction Fund upon completion of the Projects and completion of a final accounting, shall be used for any of the following purposes as approved by the City and the Executive Administrator of the Texas Water Development Board: (i) to redeem, in inverse annual order, the outstanding Certificates of Obligation owned by the Texas Water Development Board; or (ii) to

deposit into the Interest and Sinking Fund for the payment of interest or principal on the Certificates of Obligation owned by the Texas Water Development Board.

Section 23. RESERVED.

Section 24. COVENANTS AND COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The Issuer covenants to comply with all applicable laws, and the rules and regulations of the Texas Water Development Board, as long as the Certificates of Obligations, or any of them, are owned by the Texas Water Development Board. The Issuer agrees to comply with all conditions set forth in Texas Water Development Board Resolution 25-028 adopted on March 13, 2025. Particularly, Resolution 25-028 requires that the Issuer make the following covenants in this Ordinance:

(a) Water Conservation Program. The Issuer agrees and covenants that it will implement an approved water conservation program in accordance with 31 TAC 363.15.

(b) Annual Audit Reporting. The Issuer shall provide the Texas Water Development Board with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant.

(c) Covenant to Abide with Laws and Rules. The Issuer will abide with all applicable laws of the State of Texas and rules, policies, and guidance of the Texas Water Development Board relating to the loan of funds evidenced by the Certificates of Obligation and the Project for which the Certificates of Obligation are issued, sold and delivered, including but not limited to 31 TAC Chapter 363 and 365.

(d) Remedies. The Texas Water Development Board may exercise all remedies available to it in law or equity, and any provision of the Certificates of Obligation or this Ordinance that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(e) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the Texas Water Development Board from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(f) Covenant Regarding Taxes and Waterworks and Sewer System Rates. The Issuer hereby agrees that, for so long as the Certificates of Obligation are outstanding, to levy a tax and/or maintain and collect sufficient rates and charges to produce Waterworks and Sewer System revenues in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Certificates of Obligation.

(g) Environmental Determinations. The Issuer shall comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including

the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(h) Insurance. The Issuer agrees to maintain insurance coverage sufficient to protect the interests of the Texas Water Development Board in the Project.

(i) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by Texas Water Code § 17.183.

(j) Firearm Litigation. The City shall notify the Texas Water Development board in writing of any suit against it by the Attorney General of Texas under Section 1.10(f) of the Texas Penal Code, as amended, related to federal laws regulating firearms, firearm accessories, and firearm ammunition.

(k) Useful Life of the Project. The average weighted maturity of the Certificates of Obligation purchased by the Texas Water Development Board shall not exceed 120% of the average reasonably expected economic life of the Project.

Section 25. REMEDIES IN EVENT OF DEFAULT; SECURITY INTEREST. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the Issuer (i) defaults in the payment of the principal, or premium, if any, or interest on the Certificates of Obligations, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the following remedies shall be available:

(a) the Holders of any of the Certificates of Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive. Any provision of the Certificates of Obligations or this Ordinance that restricts or limits the Texas Water Development Board's full exercise of its remedies shall be of no force and effect.

Section 26. FURTHER PROCEDURES. The officers and employees of the Issuer are hereby authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, the City

Secretary, the City Administrator, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, or (ii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 27. RESERVED.

Section 28. SECURITY FOR FUNDS. All funds mentioned in this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, including the Public Funds Collateral Act (Chapter 2257, Government Code), and such funds shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 29. PUBLIC NOTICE. It is hereby officially found and determined that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, and that no petition was received from the qualified electors of the Issuer protesting the issuance of the Certificates of Obligation.

Section 30. EFFECTIVE DATE. This Ordinance becomes effective immediately after passing on first reading in accordance with Section 1201.028, Texas Government Code.

*[The remainder of this page intentionally left blank.]*

***ADOPTED BY THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS AT A  
SPECIAL MEETING HELD ON THE 20<sup>TH</sup> DAY OF MAY, 2025.***

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Jill Shelton  
City Secretary, City of Bandera, Texas

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Denise Griffin  
Mayor, City of Bandera, Texas

(SEAL)

**EXHIBIT A****WRITTEN PROCEDURES RELATING TO  
CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS**

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates of Obligation, the City's chief financial officer (the "**Responsible Person**"), which is currently the City Treasurer will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates of Obligation must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates of Obligation will be entered into within six (6) months of the date of delivery of the Certificates of Obligation (the "**Issue Date**");
- (ii) monitor that at least 85% of the proceeds of the Certificates of Obligation to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates of Obligation after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates of Obligation does not exceed an amount equal to the debt service on the Certificates of Obligation in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates of Obligation for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates of Obligation are invested in an investment with a guaranteed yield for four years or more;
- (vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates of Obligation any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates of Obligation are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates of Obligation the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

- (ii) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates of Obligation are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates of Obligation are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates of Obligation and the use of the facilities financed or refinanced thereby for a period ending six (6) years after the complete extinguishment of the Certificates of Obligation. If any portion of the Certificates of Obligation is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the six (6) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates of Obligation. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions. If an error is discovered, the Responsible Person will promptly correct any such error within a reasonable amount of time of such discovery and take, or cause to be taken, such appropriate actions, including payment to the United States, if applicable, that is required to maintain the tax-exempt status of the Certificates of Obligation.

## **EXHIBIT B**

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

The following information is referred to in Section 15 of this Ordinance.

#### **I. Annual Financial Statements and Operating Data**

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

1. The annual audited financial statements of the City, or unaudited financial statements of the City in the event the audited financial statements are not completed within six months after the end of any fiscal year.
2. All quantitative financial and operating data with respect to the City of the general type included in the Issuer's application to the Texas Water Development Board, but only to the extent that such information is customarily prepared by the Issuer and is publicly available.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.



**EXHIBIT C**

**ESCROW AGREEMENT**

**The Escrow Agreement Has Been Omitted at this Point as it Appears  
in Executed Form Elsewhere in this Transcript.**

**RESOLUTION AUTHORIZING AND APPROVING THE  
EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS  
WATER DEVELOPMENT BOARD IN THE AMOUNT OF  
\$2,475,800 AND OTHER MATTERS RELATED THERETO**

THE STATE OF TEXAS	§
COUNTY OF BANDERA	§
CITY OF BANDERA	§

**WHEREAS**, the Texas Water Development Board (the “**TWDB**”) adopted TWDB Resolution No. 25-028 on March 13, 2025 making a commitment to provide financial assistance in the total amount of \$2,755,800 to the City of Bandera, Texas (the “**City**”) from the Rural Water Assistance Fund to finance water system improvements for the project identified as Project No. 21856; and

**WHEREAS**, pursuant to TWDB Resolution No. 25-028, the TWDB agreed to provide, as part of the total financial assistance commitment, \$2,475,800 of such financial assistance to the City as a grant upon execution of a grant agreement (the “**Grant Agreement**”); and

**WHEREAS**, it is hereby officially found and determined that public notice of the time, place, and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

***BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANDERA:***

**SECTION 1. APPROVAL OF GRANT AGREEMENT.** The Grant Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved and the Mayor, Mayor Pro Tem, or the City Administrator are each hereby individually authorized to execute the Grant Agreement on behalf of the City.

**SECTION 2. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City hereby incorporates such recitals as a part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately after its adoption.

*[The remainder of this page intentionally left blank]*

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
BANDERA, TEXAS ON THE 20<sup>th</sup> DAY OF MAY, 2025.***

\_\_\_\_\_  
City Secretary, City of Bandera, Texas

\_\_\_\_\_  
Mayor, City of Bandera, Texas

(SEAL)

[EXECUTION PAGE TO RESOLUTION APPROVING GRANT AGREEMENT]

**Exhibit A**

Grant Agreement

**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS  
COUNTY OF BANDERA  
CITY OF BANDERA**

I, the undersigned City Secretary of said City, hereby certify as follows:

1. The City Council of said City convened in a SPECIAL MEETING ON THE 20<sup>th</sup> DAY OF MAY, 2025, at the Bandera City Hall, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Denise Griffin, Mayor	Jeff Flowers, City Council Member
Tony Battle, Mayor Pro Tem	Brett Hicks, City Council Member
Debbie Breen, City Council Member	Lynn Palmer, City Council Member

and all of said officers and members of said City Council were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION  
OF A GRANT AGREEMENT WITH THE TEXAS WATER  
DEVELOPMENT BOARD IN THE AMOUNT OF \$2,475,800, AND  
OTHER MATTERS RELATED THERETO**

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

AYES: \_\_\_\_ NOES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution 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 passage of said Resolution; 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 time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 20<sup>th</sup> day of May, 2025.

(SEAL)

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City Secretary, City of Bandera, Texas



**CITY OF BANDERA  
CITY COUNCIL AGENDA REQUEST FORM  
MEETING DATE: MAY 20, 2025**

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**AGENDA ITEM:** Discussion and approval of Resolution 2025-022 supporting the City of Bandera’s application to the Texas Department of Transportation’s 2025 Transportation Alternatives Set-Aside (TA) Call for Projects.

**SUBMITTED BY:** Susan Hutcherson

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**BACKGROUND:** The Texas Department of Transportation (TxDOT) is accepting applications for the 2025 Transportation Alternatives Set-Aside (TA) Program, which provides federal funding for locally sponsored infrastructure projects that promote safe, accessible, and connected pedestrian and bicycle travel.

The City of Bandera intends to submit an application focused on improving sidewalks along the downtown area of Main Street. The proposed project will enhance pedestrian mobility, accessibility, and safety—particularly in areas currently lacking continuous or ADA-compliant sidewalk infrastructure. Improvements may include the construction or reconstruction of sidewalks, curb ramps, crosswalks, and related pedestrian facilities.

A resolution of support from the City Council is a required component of the grant application. This resolution will confirm the City’s commitment to the project, including its willingness to meet match requirements, maintain the improvements, and comply with all applicable federal and state program guidelines.

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**FINANCIAL:**

None.

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**RECOMMENDATION:**

Approval.

RESOLUTION NO. 2025-022

A RESOLUTION SUPPORTING CITY OF BANDERA APPLICATION TO THE TEXAS  
DEPARTMENT OF TRANSPORTATION’S 2025 TRANSPORTATION ALTERNATIVES  
SET-ASIDE (TA) CALL FOR PROJECTS

**WHEREAS**, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bandera would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BANDERA THAT: The City of Bandera supports funding this project(s) as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. The City of Bandera is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Bandera on the 20th day of May, 2025.

CITY OF BANDERA, TEXAS

\_\_\_\_\_  
Denise Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Jill Shelton, City Secretary

(CITY SEAL)



**ORDINANCE NO. 453**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS, REPEALING AND REPLACING ARTICLE 3.07 SIGNS, OF CHAPTER 3 BUILDING REGULATIONS, OF THE BANDERA CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bandera (“City”) is a General Law Type A Municipality operating under the laws of the State of Texas; and

**WHEREAS**, the City is authorized by the Texas Local Government Code, Chapter 216 to make and adopt ordinances, bylaws, rules and regulations regarding signs within its corporate limits and within its area of extraterritorial jurisdiction; and

**WHEREAS**, the City desires to revise Article 3.07 for clarity and provide more flexibility for commercial signs; and

**WHEREAS**, the City Council finds that the revisions provided for herein are in the best interest of the City of Bandera and promote the health, safety, and welfare of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANDERA, TEXAS:**

**Section 1. Recitals**

The foregoing recitals are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and findings of fact.

**Section 2. Repeal and Replace**

The City of Bandera, Texas Code of Ordinances, Chapter 3 – Building Regulations, Article 3.07 – Signs is hereby repealed and replaced as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

**Section 3. Penalty**

This Ordinance has a penalty associated with a violation and shall take effect immediately upon its publication as provided by law. Notice of the enactment of this Ordinance will be given by publishing the Ordinance or its descriptive caption and penalty in the City’s official newspaper one time within thirty (30) days of passage.

**Section 4. Severability**

Should any section, or part of any section, or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not be held to invalidate or impair the validity, force or effect of any other section or sections, or part of a section or paragraph of this ordinance.

**Section 5. Repealer**

The repeal or amendment of any ordinance, part of ordinances, or resolutions effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty

accruing or to accrue or as affecting any rights of the City of Bandera under any section or provisions of any ordinances in effect at the time of passage of this Ordinance.

**Section 6. Cumulative Clause**

This Ordinance shall be cumulative of all provisions of ordinances of the City of Bandera, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**Section 7. Effective Date**

This Ordinance shall become effective and shall be in full force and effect on and after its date of passage, approval, and adoption or publication necessary.

PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Mayor

ATTEST:

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

## Chapter 3. Building Regulations ARTICLE 3.07. SIGNS

### § 3.07.001. Relation to other ordinances.

*City of Bandera, TX Wednesday, April 9, 2025*

This article shall not be construed to require or allow any act which is prohibited by any other ordinance. This article is specifically subordinate to any ordinance or regulations of the city pertaining to building and construction safety or to pedestrian and traffic safety.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.001; Ordinance 419 adopted 1/3/2023)

### § 3.07.002. Purpose.

The purpose of this article is to provide uniform, content neutral sign standards and regulations in order to ensure public safety and efficient communication and promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of the city's business, cultural, historical, and residential areas, as follows:

- (1) Public safety. To promote the safety of persons and property by ensuring that signs do not:
  - (A) Create a hazard due to collapse, fire, decay, or abandonment;
  - (B) Obstruct firefighting or police surveillance; or
  - (C) Create traffic hazards by confusing, distracting, or obstructing the view of pedestrians or vehicles.
- (2) Efficient communications. To promote the efficient transfer of information in sign messages by ensuring:
  - (A) Those signs which provide public safety messages and information are given priority;
  - (B) Businesses and services may identify themselves;
  - (C) Customers and other persons may locate businesses or services;
  - (D) No person or group is arbitrarily denied the use of sight lines from public rights-of-way for communication purposes;
  - (E) Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore such messages according to the observer's purpose; and
  - (F) The right of free speech exercised through the reasonable use of signs is preserved.
- (3) Landscape quality and preservation. To protect the public welfare and enhance the appearance and economic value of the landscape by ensuring that signs:
  - (A) Do not interfere with scenic views; Do not create a nuisance to persons using public rights-of-way;
  - (B) Do not create a nuisance to occupants of adjacent and contiguous property by their brightness, size, height, or movement;

(C) Are not detrimental to land or property values;

(D) Do not contribute to visual blight or clutter; and

(E) Are architecturally compatible and harmonious with the structure to which they pertain and to neighboring structures.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.002; Ordinance 419 adopted 1/3/2023)

### § 3.07.003. Compliance.

No person may construct, reconstruct, place, install, relocate, alter, or use a sign after the effective date of this article unless such installation, construction, reconstruction, placement, relocation, alteration, or use meets all the provisions of this article and all other applicable ordinances adopted by the city council.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.003; Ordinance 419 adopted 1/3/2023)

### § 3.07.004. Area of jurisdiction.

The provisions of this article shall apply within the city limits and ETJ of the city as defined by state law.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.004; Ordinance 419 adopted 1/3/2023)

### § 3.07.005. Definitions.

Words and phrases used in this article shall have the meanings set forth in this section. Other words and phrases shall be given their common ordinary meaning unless the context clearly requires otherwise. Headings and captions are for reference purposes only and shall not be used in the interpretation of this article. In the event of conflicting regulations or definitions thereupon, the stricter definition or regulation shall apply.

A-frame. An A-framed style sign, which is typically but not necessarily foldable or collapsible and meant to be easily moved.

Abandoned/obsolete sign. A sign that advertises a product, service, or business no longer available or in operation or not being maintained for a certain period of time as hereinafter described in this article.

#### Area

1. The entire sign surface within a single contiguous perimeter, excluding support structures. A sign structure with two faces back-to-back, oriented in opposite directions and separated by not more than three feet, with the same copy on both sides, shall be counted as a single sign.
2. In cases where a sign is composed only of letters, figures, or other characters, the dimensions used to compute the area are the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.

Auxiliary sign. Any sign attached to the building or canopy indicating general information, such as pricing, trading stamps, credit cards, official notices or services required by law, or trade associations, or giving directions to offices, restrooms, exits, and like facilities.

Awning. A structure hung from the surface of a building, designed to provide protection from sun, rain, wind and other weather conditions or to provide decoration to the building facade. An awning is typically composed of canvas, fabric or other similar lightweight material supported by a metal or wood frame.

Awning sign. A sign that is painted or applied directly on an awning.

Banner. Any sign intended to be hung either with or without frames, possessing colors, characters, letters, illustrations, or ornamentation applied to paper, plastic, fabric, or netting of any kind, supported by wire, rope, webbing, or similar means or through the grommets of the sign.

Beacon. Includes any light with a beam directed into the atmosphere or directed at a point which is not on the same property as the light source, or a light with one or more beams that move.

Billboard. All commercial signs containing at least two hundred square feet face area and owned by a person, corporation or other entity that engages in the business of selling the advertising space on the sign.

Changeable copy sign. A sign or part of a sign, on which content can be changed or rearranged without altering the face or surface of the sign, including but not limited to a theater marquee or a gasoline price sign.

City. The City of Bandera, Bandera County, Texas, an incorporated municipality, and its associated ETJ.

Code enforcement officer (CEO). The city administrator or person designated by the city administrator to enforce city codes and this article.

Commercial complex. Any property such as a shopping center, office park, or industrial park, which consists of two or more establishments on a single platted lot, or which is designed, developed, and managed as a unit.

Decorative/vintage sign. Any sign in the residential districts that expresses distinctive characteristics or aesthetics of an earlier period and provide character to property and is often only a visual reminder of long-forgotten businesses and modes of commercial advertising.

Digital/dynamic signage. Signs that use either a LCD or plasma screen or LED boards or other emerging display type that allows for display of digital content and images.

EMC signs. Electronic message center signs utilizing variable electronic technology and systems used in electronic displays.

Flag/patriotic. National, state, church, or school flags, or any other flag that constitutes protected noncommercial free speech. A fabric sheet attached at one end to a pole, cable, or rope.

Flashing sign. Message boards that are electronically controlled by intermittent light impulses or alternating panels consisting of letters, words, or numerals that can either change sequentially or travel across the display area. Other than time and temperature signs, emergency signs, school zone signs, or other governmental signs.

Freestanding sign. Any sign not attached to or part of a building. Including, but not limited to, monument signs and self-supported signs.

Height/ground clearance. The distance from ground level to the bottom of the sign structure, exclusive of structural supports. The ground level is the lower of:

- (1) The existing grade prior to construction of the sign; or
- (2) The newly established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

Height/maximum. The distance from ground level to the top of the sign structure. The ground level is

the lower of:

- (1) The existing grade prior to construction of the sign; or
- (2) The newly established grade after construction, unless the curb elevation at the street in front of the sign is higher than the established ground level, in which case the height shall be measured from curb level.

**Historic sign.** A sign that is an integral part of the historical character of a landmark building, historic district, or that signifies a historically significant person, place or event in the history of Bandera or Bandera County. To be qualifying, the sign must be representative of events or dates equal to or greater than fifty years in the past and be used for decorative purposes only.

**Illuminated sign.** Any sign illuminated in any manner by an artificial light source of any kind, either detached from the sign or a part thereof. Signs that are only incidentally and indirectly illuminated as a result of a lighting plan primarily designed as security lighting or landscape lighting are not illuminated signs.

**LED "neon" sign.** A sign designed to mimic the look of a neon sign but which uses light emitting diodes in place of neon or other electrically charged gas.

**LED signs.** Light emitting diode signs utilizing light emitting semiconductor diodes that emit light when conducting current and used in electronic displays and outdoor lighting.

**Monument sign.** A sign which is mounted on a base at least as wide as the sign. The opening between the base and the sign must be no greater than two inches.

**Mural.** A large picture/image (including but not limited to painted art) which is painted, constructed, or affixed directly onto a vertical building wall, which may or may not contain text, logos, and/or symbols.

**Neon sign.** A sign with tubing that is internally illuminated by neon or other electrically charged gas.

**Nonconforming sign.** Signs which have been installed prior to the effective date of this article, are in use as of the effective date of this article, and which do not conform to this article.

**Pennant.** A pennant is any lightweight plastic, fabric, or other material, whether or not containing a message letters, illustrations, or characters, tapering to a point or swallow tail, suspended from a rope, wire or string, usually in series, and designed to move in the wind and which is not permanently affixed to a sign support.

**Portable changeable copy sign.** A transportable sign, whether on attached wheels or otherwise, of durable construction, skids, legs, or framing, including trailers and searchlights, the principal intent of which is for advertising or promotional purposes, and which is not designed nor intended to be permanently affixed to a building, other structure, or the ground. A portable sign that only has its wheels removed shall be considered a portable sign.

**Poster size enclosure sign.** A metal or plastic frame with or without glass or Plexiglas and which can be secured or locked (not to exceed three feet in length, four feet in height, and five inches in depth (3' x 4' x 5")), and is affixed to the outside of a building, which permits an individual to insert a paper advertisement into the enclosure for outside display and regularly change out the paper display. It is the intent of the city council for such poster size enclosure signs to be similar to the enclosures typically and traditionally used to display movie posters outside of movie theaters.

**Premises.** A lot or tract within the city or its ETJ, and contiguous tracts in the same ownership, which are not divided by any public highway, street, alley, or right-of-way.

Refacing. Updating or replacing the external facing (visible surface) of an existing sign while leaving the structural components in place.

Residential area. Any property within the city limits which is zoned for residential use. Any unzoned property within the city limits, or any property within the city's ETJ, which is vacant, in any form of agricultural use, on which a residence is the principal use, and any portion within 200 feet of any such property.

Responsible party. The owner of the property upon which the sign is located, the lessor of the property, and/or the owner of the sign.

Sail, teardrop, feather, or bow banner. A self-supported wing, feather, blade, cone, or rectangular shaped flag mounted on a flexible pole.

Seasonal decorations. Various displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays, religious or cultural holidays, or other holiday seasons.

Sign. Any medium for visual communication or its structure used or intended to attract the attention of the public.

Sign code application area. The corporate limits of the city and the area of its extraterritorial jurisdiction as defined by Texas Local Government Code section 42.021.

Sign, changeable electronic variable message (CEVMS). A sign which permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an LED (light emitting diode) or digital sign, and which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic-control device and that is described and identified in the Manual on Uniform Traffic-Control Devices (MUTCD) approved by the federal highway administrator as the national standard.

Single commercial building. A structure containing a single commercial establishment, office, business, school, church, nonprofit organization, charity, or government agency.

Snipe sign. A sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, public benches, streetlights, or other objects, or placed on any public property or in the public right-of-way or on any private property without the permission of the property owner.

Stadium/arena/sports complex signage. Signs within a stadium, open-air theater, or arena which are designed primarily to be viewed by patrons within such structure or complex.

Street banner. A banner suspended above a right-of-way.

Structural component. Any part of the sign which is designed to support the sign, including but not limited to, the frame, pole, base, supports or foundation.

Temporary sign. Not permanent; signs meant to be exhibited on a limited basis as outlined in this article.

Trailer sign. A permanent or temporary sign affixed to a trailer. The primary purpose of said display is to attract the attention of the public to the subject matter advertised on the sign rather than to serve the customary identification purpose of said trailer.

Variance. Written approval to depart from the strict application of the provisions of this article.

Vehicular sign. A permanent or temporary sign affixed to a vehicle. The primary purpose of said display is to attract the attention of the public to the subject matter advertised on the sign rather than to serve

the customary identification purpose of said vehicle.

Wall sign. A sign attached to and extending not more than twelve (12) inches from the wall of a building. This definition includes painted, individual letters, and cabinet signs.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.005; Ordinance 419 adopted 1/3/2023)

### § 3.07.006. Enforcement; penalties; civil remedies.

- (a) Generally. The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to suit for injunctive relief as well as prosecution for criminal violations.
- (b) Criminal prosecution: penalty. Any person violating any provision of this article shall, upon conviction, be fined a sum not exceeding \$500.00, except that the fine for a violation that relates to fire safety, zoning, or public health and sanitation may not exceed \$2,000.00. Each day that the provision of this article is violated shall constitute a separate offense. An offense under this article is a class C misdemeanor.
- (c) Civil remedies. Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following:
  - (1) Injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article;
  - (2) A civil penalty up to \$250.00 a day, except that a fine for a violation that relates to fire safety, zoning, or public health and sanitation may not exceed \$1,000.00, when it is shown that the defendant was actually notified of the provisions of this article and after receiving notice committed acts in violation of this article or failed to take action necessary for compliance with this article; and
  - (3) Any and all other available relief allowed by law.
- (d) Removal of sign.
  - (1) In addition to remedies otherwise provided in this article, whenever the city has evidence of a sign which after the effective date of this article was constructed, reconstructed, placed, installed, repaired, maintained, relocated, altered, or used in violation hereof, or is otherwise in violation hereof, the city council or the code enforcement officer shall require the party responsible for such sign to remove it. If the responsible party fails to remove the sign within 72 hours after being notified to do so or if it appears to the city council or the code enforcement officer that the sign poses an immediate danger to the public, then such sign may be removed by the city and the city's actual cost of removal shall be charged to the responsible party. Any sign so removed shall be impounded and shall not be returned to the party responsible until all applicable charges are paid. If any sign remains unclaimed for a period of more than thirty (30) days, the city may destroy, sell, or otherwise dispose of the sign.
  - (2) The city shall have the authority to immediately remove and dispose of signs deemed in violation of this article, if such signs are placed on or attached to trees, utility poles, or pedestals, or located on any public land or public right-of-way. The city may enforce this section without notice and without returning the removed signs to the responsible party.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.006; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)

### § 3.07.007. Variances.



(a) Application; fee.

- (1) Any person, business, or other organization desiring to continue to construct, reconstruct, place, install, relocate, alter, or use any sign which does not conform to the provisions of this article may make application to the city council for a variance to the provisions of this article. The application will be reviewed at the next regularly scheduled city council meeting. The application shall be filed with the code enforcement officer, accompanied by the appropriate fee established by city council, and conform to all requirements established in section **3.07.009** of this article relating to sign permit applications.
- (2) The fee shall be as established and adopted by the city council and on file with the city secretary and shall not be refundable.

(b) Request for variance after permit denial. Within ten (10) days after denial of a sign permit by the code enforcement officer or the city council, an applicant may file a written request for a variance with the city council.(c) Time limit for action by board. Unless an extension or postponement is sought by the applicant, the city council must consider and take action on the written request for a variance within forty-five (45) days of receipt of the filing of the appeal.(d) Standards for approval. The city may approve a variance only if it makes affirmative findings, reflected in the minutes of the city council's proceedings, as to all of the following:

- (1) The variance will not authorize a type of sign which is specifically prohibited by this article;
- (2) The variance is not contrary to the public interest;
- (3) The spirit and purpose of this article will be observed, and substantial justice will be done; and
- (4) The applicant has not sought a variance from the city council within the past twelve (12) months.

(e) Conditions. The city council may impose such conditions or requirements in a variance as are necessary in the council's judgment to achieve the fundamental purposes of this article. A violation of such conditions or requirements shall constitute a violation of this article. A variance, if granted, shall be for a specific event, use, or other application of a business and shall not continue with the property. If a variance is granted and the sign so authorized is not substantially under construction within three (3) months of the date of approval of the variance, the variance shall lapse and become of no force or effect.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.007; Ordinance 419 adopted 1/3/2023)

## § 3.07.008. Exemptions for certain types of signs.

The following are exempt from regulation under this article:

- (1) Any sign attached to a window or door of a building.
- (2) Commemorative plaques and historical markers mounted on the face of a building or erected on a site as a freestanding monument sign when placed or approved by a governmental entity, historical society, religious organization, or other nonprofit entity to commemorate a person, event, or other matter of historical interest.
- (3) Any sign installed or required to be installed by any governmental entity or public utility to give information, directions, or warnings to the general public, regardless of the sign's location on public or private property.

- (4) Historic signs.
- (5) Signs within a stadium, open-air theater, or arena which are designed primarily to be viewed by patrons within such structure or complex.
- (6) Seasonal decorations.
- (7) Decorative/vintage signs, in residential districts only.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.008; Ordinance 419 adopted 1/3/2023)

### § 3.07.009. Permit required; issuance; fee.

(a) Permit required; fee.

- (1) Except as otherwise provided in this article, no person may construct, reconstruct, place, install, or relocate any sign without first obtaining a sign permit from the city. Changing of the complete sign message, alterations to the sign, or major repairs (replacement of more than twenty (20) percent of the original sign) shall not be considered normal maintenance and will require a permit. Each application for a sign permit must be accompanied by the appropriate fee established by the city.
- (2) The permit fee for signs shall be as established and adopted by the city council and on file with the city secretary and shall not be refundable.
- (3) No permit will be issued for a proposed sign that will cause the aggregate of all signs on the property to exceed the square footage allowed for in this article.

(b) Expiration. Properly issued permits shall expire as provided by law.

(c) Application.

- (1) A person proposing to erect or display a sign shall file an application for permit with the city secretary. The application must be made on a form provided by the city and shall contain and have attached to it the following information:
  - (A) Name, address and telephone number of the applicant;
  - (B) Name, address, telephone number, and firm of the person erecting the sign;
  - (C) If the applicant is not the owner of real property where the sign is proposed to be erected, written consent of and name, address, and telephone number of the property owner and a copy of the executed lease agreement;
  - (D) Location of the building, structure, address, or legal lot and block to which or upon which the sign is to be attached or erected;
  - (E) A site plan indicating position, height, and size of the proposed sign and other existing advertising structures on the property in relation to nearby buildings or structures, north arrow and scale of drawing, property lines, curblines, adjacent streets, alleys, curb cuts, and setback clearance zone;
  - (F) Specifications for the construction and display of the sign;
  - (G) Copy of stress diagrams or plans, when needed, containing information as to safety and structural integrity of the sign. The city assumes no liability for safety and structural integrity of any sign;
  - (H) Statement indicating whether the sign will require electricity. If so, the sign must comply

with the National Electrical Code, or any successor code as may be adopted or amended by the city;

Section 4, Item F.

- (I) Copy of the permit approved by the state department of transportation, the state transportation commission, the county or successor agencies, if state law requires a state permit;
  - (J) Date on which the sign is to be erected or displayed;
  - (K) Any variance or special use permit that will be requested; and
  - (L) Such other information as the city requests to show full compliance with this article and all other standards of the city.
- (2) The city is not required to act upon a permit application until it is deemed by the city to be administratively complete.
- (d) Approval or denial; appeals.
- (1) The code enforcement officer shall promptly review an administratively complete application upon receipt and upon payment of applicable fees by the applicant. The code enforcement officer shall grant or deny an administratively complete permit application within forty-five (45) days after the date that the application was administratively complete, including the payment of all fees. The code enforcement officer shall examine the application, plans, and specifications and may inspect the premises upon which the proposed sign shall be erected, as needed. The code enforcement officer shall issue a permit if the proposed sign complies with the requirements of this article and all other regulations of the city, to include building, electrical, or other similar codes adopted by the city. If the code enforcement officer denies a permit, the code enforcement officer shall state the reasons for the denial in writing and shall mail a certified letter or hand deliver to the applicant stating the reasons for the denial.
  - (2) Any applicant whose permit application is denied by the code enforcement officer may appeal the denial to the city council. Such an appeal must be filed, in writing, with the city secretary, within ten (10) days after receipt of the denial. The city council shall review the denial and determine if the code enforcement officer incorrectly concluded the proposed sign did not comply with the requirements of this article and all other regulations of the city. If the code enforcement officer fails to grant or deny any application by the forty-fifth day after the application is administratively complete, the applicant may appeal the refusal to grant or deny the application to the city council as if it were a denial.
- (e) Modifications. After a sign permit has been issued by the code enforcement officer or at the direction of the city council, it shall be unlawful to change, modify, alter or otherwise deviate from the terms and conditions of the permit without prior written approval by the code enforcement officer or the city council.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.009; Ordinance 419 adopted 1/3/2023)

## § 3.07.010. Exemptions from permit requirement.

The following are exempt from the requirement to obtain a permit, provided that they comply with all other provisions of this article and other ordinances of the city. Signs shall be allowed without a permit as follows:

- (1) General provisions. Temporary residential signs are exempt from the requirement to obtain a permit, provided that they comply with all other provisions of this and other ordinances of the city. Signs shall be allowed without a permit as follows:
  - (A) A person exercising the right to place temporary residential signs on a property as described in

this [section] must limit the number of signs on the property at any one time to 42.3

Section 4, Item F.

- (B) Unless otherwise stated, the sign face of any exempt temporary residential sign must not exceed six (6) square feet.

(2) Temporary Banner Signs are exempt from the requirement to obtain permit, provided that:

- (A) They are displayed as part of a Market Day event coordinated by the Chamber of Commerce or Bandera Business Association;
- (B) They are removed immediately following the close of the Market Day event; and
- (C) They comply with §3.07.012 (F)

(3) Signs displayed by approved Trades, Food or Cottage Law vendors are exempt from the requirements to obtain a permit, provided that:

- (A) They are only displayed during the time from of their approved vendor permit;
- (B) They are removed during hours of non-operation; and
- (C) They are not prohibited under §3.07.013

(4) Any sign attached to a window or door of a building provided that the sign is not prohibited under §3.07.013.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.010; Ordinance 419 adopted 1/3/2023)

## § 3.07.011. General regulations.

(a) Historic signs. Historic signs existing prior to the effective date of this article that are part of the unique architectural, historic, or scenic characteristics of the building, that enhance its visual character, and that are compatible with the building shall be allowed to remain in place after the effective date of this article.

(b) Prohibited locations and other restrictions. This section shall apply to all signs located within the city limits or the city's ETJ, with the exception of those referenced in section **3.07.008**. No sign or part of a sign shall:

- (1) Be placed on or attached to any utility pole or pedestal, except by a utility company owning the pole or pedestal or operating facilities mounted on the pole or pedestal;
- (2) Be placed upon real property without the consent of the property owner;
- (3) Be located in, on, or over any right-of-way, except for directional or informational signs erected by government agencies. Any such sign, other than informational signs erected by government agencies, shall constitute a nuisance;
- (4) Be located so that it blocks vehicle or pedestrian views and/or safe sight distances at any intersection, curve, or corner. This includes signs located on private property. Any such sign shall constitute a nuisance;
- (5) Imitate or resemble an official traffic-control device or railroad sign or signal, attempt to direct the movement of traffic, or hide from view or hinder the effectiveness of an official traffic-control device or railroad sign or signal. Any such sign shall constitute a nuisance;
- (6) Be placed closer than ten (10) feet to the edge of a road surface. Exception: Monument signs that are placed in the center of a divided roadway as an island or pole mounted signs administratively determined to be safer in a proposed location even when said location is closer than ten (10) feet to the edge of the road surface;

- (7) Have unreasonably bright flashing lights or other distracting features. This does not include signs with slowly changing messages such as time or temperature;
  - (8) Be located so that it is on, or in any way obstructs, any sidewalk, walkway, or pathway used by the public for normal pedestrian access. Any such sign shall constitute a nuisance; or
  - (9) Be located closer than 10 feet to any power line. Any such sign shall constitute a nuisance.
- (c) Required signage. The following signs are an important component of measures necessary to protect the public safety and serve the compelling governmental interest of protecting traffic safety, serving the requirements of emergency response and protecting property rights or the rights of persons on property and are therefore authorized under section **3.07.015** [section **3.07.008**] in every district and do not count against a property's maximum signage square footage:
- (1) Traffic-control devices on private or public property and directional signs, including but not limited to, signs depicting one-way traffic, entrances, and exits, which are not greater than ten (10) square feet per sign that are erected and maintained to comply with the manual on uniform traffic-control devices adopted in this state.
  - (2) Each property owner must mark their property using numerals that identify the address of the property so that public safety departments can easily identify the address from the public street. Where required under this code or other law the identification must be on the curb, if such exists, and may be on the principal building on the property. The size and location of the identifying numerals and letters if any must be proportional to the size of the building and the distance from the street to the building and in no case larger than three square feet. In cases where the building is not located within view of the public street, the identifier must be located on the mailbox or other suitable device such that it is visible from the street.
  - (3) Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state or local law to exercise that authority by posting a sign on the property.
- (d) Flags. A flag that has been adopted by the federal government, state or a local government or school district may be displayed as provided under the law that adopts or regulates its use.
- (e) Lessor rights. For purposes of this article the lessor of a property is considered the property owner as to the property the lessor holds a right to use exclusive of others (or the sole right to occupy). If there are multiple lessors of a property, then each lessor must have the same rights and duties as the property owner as to the property the lessor leases and has the sole right to occupy and the size of the property must be deemed to be the property that the lessor has the sole right to occupy under the lease.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.011; Ordinance 419 adopted 1/3/2023)

## § 3.07.012. Size, number and design.

When determining whether to issue a permit, the following regulations apply:

- (1) Signs on property in other than residential areas.
  - (A) Single commercial building.
    - (i) Signs on the facade and each side of a building shall not exceed 10% of the total façade square footage.
    - (ii) One free-standing sign per premises may be permitted that does not exceed fifty (50) square

feet in area. The maximum height of such a sign shall not exceed fifteen (15) feet. If the commercial establishment borders two (2) or more streets then an additional freestanding sign will be permitted on the secondary street.

- (iii) One additional freestanding sign not to exceed fifty (50) square feet in area may be permitted for premises with frontages of one hundred and forty (140) feet or more.
- (iv) A premises that displays a monument sign may increase its size to one hundred (100) square feet.
- (v) A maximum of two poster size enclosure signs may be permitted on a single commercial building.
- (vi) Additional signs may be installed if a commercial establishment chooses to reduce the square footage of the other onsite signage so that the total onsite square foot area of all signage does not exceed that authorized by this section.

(B) Commercial complex.

- (i) Signs on the facade or on the side of a building identifying the complex may not exceed forty-eight (48) square feet, unless they are certified by a state registered professional engineer as being able to withstand a wind pressure load of at least thirty (30) pounds per square foot and support the weight of the sign.
- (ii) Signs on the facade or on the side of a building identifying a business within a commercial complex may not exceed forty-eight (48) square feet.
- (iii) One freestanding sign per premises may be permitted that does not exceed one hundred twenty-eight (128) square feet in area. The maximum height of such a sign shall not exceed fifteen (15) feet. If the commercial establishment borders two (2) or more streets then an additional freestanding sign will be permitted on the secondary street.
- (iv) If the structure of a freestanding sign contains or supports more than one (1) sign, then each sign shall be of the same construction.
- (v) One additional freestanding sign not to exceed seventy-five (75) square feet in area may be permitted for premises with frontages of one hundred and forty (140) feet or more.
- (vi) A premises that displays a monument sign may increase its size to one hundred fifty (150) square feet.

(C) A-frame signs.

- (i) Shall be restricted to a single sign no larger than 2'x3'; and
- (ii) Shall not be placed in a pedestrian pathway, roadway, or block a fire lane.

(D) Awning signs.

- (i) An awning sign is not defined as a projecting sign, canopy sign, or a wall sign.
- (ii) Awning signs are permitted to the extent provided hereinbelow:
  - a. An awning shall have a minimum clearance of eight feet above any sidewalk/pedestrian travel surface, and 14 feet above any vehicular parking or circulation surface.
  - b. In cases where a sign applied to an awning, or a portion of a sign applied to an awning, is composed only of letters, figures, or other characters standing against the surface of an awning, then the sign face area is the area of the smallest simple imaginary figure (circle, triangle, rectangle, or other) which fully contains the sign content.

- c. Maximum size/area: Not to exceed 75 percent of the awning's vertical surface copy/artwork on an awning sign shall not exceed the area and size that are all a wall sign on the wall upon which it is attached, and the total combined area of wall signs and awning signs on any wall surface shall not exceed the area and size allowed for a single wall sign.
  - d. One-half (1/2) of the area of an awning sign shall be counted toward the limit on the total area of wall signs on the wall to which the awning is attached.
  - e. Consistency: The sign shall be consistent with the character and intent for the city as described in the city's comprehensive plan.
- (E) Temporary inflatable signs. Business-related inflatable signs with a volume no greater than twenty-seven (27) cubic feet may be permitted but may not be displayed for more than fourteen (14) days in succession and must be removed no more than three (3) days following any event to which they relate. Such signs may not be placed on any site more than two (2) times within a twelve (12) month period.
- (F) Temporary banner signs.
- (i) Banners must be kept in good repair throughout the time of their display;
  - (ii) No more than one banner may be displayed at any one time at an establishment;
  - (iii) Banners may not exceed eighteen (18) square feet in area;
  - (iv) Banners may not be displayed for more than fourteen (14) days in succession and must be removed no more than three (3) days following any event to which they relate. Such banners may not be placed on any site more than five (5) times within a twelve (12) month period;
  - (v) On-premises banners that announce the location or relocation of newly located or relocated businesses are permitted. The banner may be exhibited during a period of no more than forty-five (45) days commencing at the time that the temporary banner permit is issued. Such banners may not exceed eighteen (18) square feet in area; and
  - (vi) Banners for commercial purposes may not face a residential area.
- (G) Temporary sail, teardrop, feather or bow banner signs.
- (i) Shall be no more than 8' tall and a maximum of 24sf.; and
  - (ii) Shall not be displayed for more than ten (10) days in succession and must be removed no more than three (3) days following any event to which they relate. Such banners may not be placed on any site more than five (5) times within a twelve (12) month period.
- (H) Neon signs.
- (i) Tubes containing neon or other electrically charged gas shall be encased so that any breakage or rupture is contained;
  - (ii) Neon signs and LED neon signs shall not flicker; and
  - (iii) Neon signs and LED neon signs shall only be located in Place Types P4 & P5.
- (I) New business temporary signs. Temporary signs constructed of wood, metal, or other solid material type announcing the locating or relocating of a newly located or relocated business are permitted. The sign shall not exceed forty-eight (48) square feet in area nor be more than eight (8) feet high. The sign shall not be illuminated or have any moving elements. The sign shall be exhibited during a period of no more than twelve (12) months commencing at the time the temporary sign permit is issued. The sign must be removed within (3) days upon the

installation of the permanent sign.

(J) Sign, changeable electronic variable message, digital/dynamic signage, EMC's, (collectively herein CEVMS).

- (i) One (1) CEVMS is permitted per site or multi-tenant complex and shall only be allowed as part of a permanent freestanding or wall sign.
- (ii) The CEVMS portion of a freestanding sign may be no higher than twelve (12) feet above existing ground level.
- (iii) The CEVMS portion of a sign may not exceed twenty-four (24) square feet in area.
- (iv) CEVMS must be set at least ten (10) feet from all property lines.
- (v) CEVMS portion of a sign will have its area calculated at a rate two (2) times that of other signs.
- (vi) No temporary sign is allowed on a site or multi-tenant complex if a CEVMS is utilized that is capable of displaying more than twelve (12) characters at one time or more than five (5) characters in a row. Double-faced electronic changeable copy signs shall be allowed up to twelve characters on each sign face.
- (vii) CEVMS must be permanently mounted to the ground or a structure.
- (viii) To be permitted under this section, a CEVMS must meet the following standards:
  - a. The sign may not be illuminated by a flashing light or a light that varies in intensity. The sign may not have a display surface that creates the appearance of movement.
  - b. The sign must not operate at an intensity level of more than 0.3 footcandles over ambient light as measured at a distance of 150 feet.
  - c. The sign must be equipped with a light sensor that automatically adjusts the intensity of the sign according to the amount of ambient light.
  - d. The sign must be designed to either freeze the display in one static position, display a full black screen or turn off in the event of a malfunction.
  - e. The change from one message to another message may not be more frequent than once every thirty seconds and the actual change process must be accomplished in two seconds or less.
  - f. The sign must be fully compliant with the city outdoor lighting regulations, if any.
  - g. Located on property within the P5 place type that does not face or abut property within a P3 place type, and within the outpost or gateway districts as identified on the master plan and zoning map.

(K) Murals.

- (i) A permit must be obtained for a mural, and the application must include a detailed rendering of the proposed mural including content, colors, and type of paint/material, and a plan for maintenance after completion.
- (ii) A mural must be compatible with the architectural and aesthetic components of the building, not detract from the character of the district in which it is located, and not be detrimental to the public health, safety, and welfare.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.012; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)



The following signs are prohibited within the city or its ETJ:

- (1) Abandoned/obsolete signs.
  - (A) A sign that advertises a product, service, or business no longer available or in operation or not being maintained for a period of one (1) year after the cessation of a product, service, or business at said location (or, in the case of leased premises, two (2) years after the most recent tenant ceases to operate on the premises) shall be presumed abandoned.
  - (B) If a sign is determined to be abandoned and/or obsolete under this article by the code enforcement officer, sign(s) shall be removed by the owner/lessor of the property. The city may agree with the owner/lessor of the sign(s) or sign structure to remove only a portion of the sign(s) or sign structure.
- (2) Beacons.
- (3) Billboards.
- (4) Flashing signs.
- (5) Portable changeable copy signs.
- (6) Satellite dishes. Any type of satellite dish whose primary use is for advertising, rather than to serve the customary purpose.
- (7) Trailer signs.
- (8) Vehicular signs. When the vehicle is used with the intent to substitute a stationary sign instead of to be used as vehicle or when a sign is erected in the bed of a truck or on the roof of a vehicle and intended to advertise a business, person, or event. Vehicle signs which are either painted onto the body of the vehicle for advertising purposes or are affixed to the vehicle by magnetic means for advertising purposes are permitted.
- (9) Snipe signs.
- (10) Pennants.
- (11) Obscene or pornographic signs that exhibit statements, words, or pictures as determined by the city council in applying city community standards. As used herein, city community standards means: Whether to the average person, applying contemporary community standards, the dominant theme of the material, taken as a whole, appeals to the prurient interest.
- (12) Other signs:
  - (A) Painted on any roof surface or installed so that it faces contiguous residential property;
  - (B) That are placed upon a building or structure in a manner which would disfigure, damage, or conceal any significant architectural feature or detail of the building;
  - (C) That are brighter than necessary to permit the sign to be read from a reasonable distance. No sign shall be illuminated to such intensity or in such a manner as to cause glare or brightness to a degree that it constitutes a traffic hazard;
  - (D) That are hung with less than 7-1/2 feet of vertical clearance above the sidewalk, or less than eighteen (18) feet of vertical clearance above the street, drive, or parking area (this applies to any part of a sign, including mounting fixtures and supporting structures, which is mounted above or projects over any sidewalk, street, drive, or parking area, whether on public or private land);

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.013; Ordinance 419 adopted 1/3/2023)

### § 3.07.014. Maintenance; nuisances.

- (a) Sign maintenance. All signs must be maintained in good repair at all times. No permit shall be required for the normal maintenance of any existing sign or repainting of the original sign message, provided that the area of the sign is not enlarged, the height of the sign is not increased, the location of the sign is not changed, and the content of the sign does not materially change. Changing of the complete sign message or alterations to the sign shall not be considered normal maintenance and will require a permit. All signs shall be kept neatly painted or otherwise maintained, including all metal parts and supports thereof that are not galvanized or of rust-resistant material. The code enforcement officer shall inspect and have authority to order the of any sign within the jurisdiction of this ordinance.
  - (1) Changing of the sign message (limited to signs originally designed with removable letters) is limited to changing messages without changing the sign or its components and is considered to be normal maintenance.
- (b) Sign repair. All signs must be maintained in a structurally safe condition and in good repair at all times. Major repairs (replacement of fifty (50) percent or more of the sign to its original condition) shall not be considered normal maintenance and shall require a permit. The code enforcement officer shall inspect and have authority to order the repair or removal of a sign that constitutes a nuisance or a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence.
  - (1) A sign shall be considered destroyed if more than 75% of the sign is deteriorated or damaged. If the sign is determined to be destroyed by the code enforcement officer, it must be removed by the responsible party without compensation by the city within ten (10) days of the determination.
- (c) Maintenance of area around sign. The area around the sign shall be kept clean at all times by cutting vegetation around the sign and the supporting structure.
- (d) Nuisances.
  - (1) A sign shall constitute a nuisance if it causes injury or threatens to injure the public health, peace, or comfort or is a nuisance per se under the law and is declared to be a nuisance by the code enforcement officer pursuant to this article. The code enforcement officer shall notify, by certified mail or hand delivery, the responsible party of any sign that constitutes a nuisance in order to allow the responsible party the opportunity to cure such nuisance. The responsible party shall cure such nuisance by repair or remove the sign or may seek an appeal of the nuisance determination to the city council within ten (10) days of receipt of the notice. Any appeal must be filed, in writing, and received by the city secretary no later than the tenth (10th) day after receipt of the notice of nuisance.
  - (2) If the responsible party chooses not to take the instructed action or institute an appeal, the city may remove the sign, to the extent necessary to abate the nuisance. The city may charge to the responsible party all costs associated with the sign's removal.
  - (3) The city may not remove any sign declared to be a nuisance if an appeal of the nuisance determination is pending. If the city council does not issue a ruling within thirty (30) days after a written appeal is filed with the city secretary, the code enforcement officer's determination of a nuisance shall be deemed affirmed. Any determination that a sign does not constitute a nuisance does not prejudice the city, foreclose or prevent a later determination a sign is a nuisance.

- (e) Imminent hazards. Any sign which in the judgment of the city council or the code enforcement officer has become an imminent hazard to public health and safety shall be removed by the responsible party without delay. Notice of the existence of the hazard shall specify the maximum time which may be allowed for repairs or removal, and the notice may be served upon the responsible party by any means available. A sign which constitutes an imminent hazard and is not repaired or removed within the time specified in the notice may be removed by the city. The city may charge to the responsible party all costs associated with the sign's removal.
- (f) Removal and impound fees; disposal of impounded signs. The cost of removal and an impound fee as established in appendix A [sic] to this code for the storage of any removed sign shall be charged to the responsible party. If a sign has been removed by the city and the sign remains unclaimed for a period of thirty (30) days, the city may destroy, sell, or otherwise dispose of the sign.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.014; Ordinance adopting 2023 Code; Ordinance 419 adopted 1/3/2023)

## § 3.07.015. Nonconforming signs.

- (a) Transfer to new owner or other location. Nonconforming signs are not transferable to a new owner and may not be transferred to another location within the city municipal limits or ETJ without such signs first being brought into full compliance with all requirements of this article, including obtaining a properly authorized permit.
- (b) Removal of destroyed or deteriorated signs. A nonconforming sign shall be considered destroyed if more than 75% of the sign is deteriorated or damaged. The code enforcement officer shall inspect and have authority to order the repair or removal of a sign that constitutes a nuisance or a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation or obsolescence. If the sign is determined to be destroyed by the code enforcement officer, it must be removed by the responsible party without compensation by the city within ten (10) days of the determination. A replacement sign must fully comply with this article and shall require a permit to be obtained from the city at the set fee.
- (c) Continuation of use. All nonconforming signs existing prior to the effective date of this article shall be allowed to remain in place without the requirement of a permit provided that they otherwise with:
  - (1) Section **3.07.011** and
  - (2) Section **3.07.014**
- (d) Structural components. A non-conforming sign shall be brought into compliance when any structural component is replaced.
- (e) Temporary signs. Nonconforming signs existing prior to the effective date of this article that are of a type that are limited to a specified time period for use in this article must abide by those specified time periods beginning with the effective date of this article.

(Ordinance 362 adopted 6/6/19; 2009 Code, sec. 3.09.015; Ordinance 419 adopted 1/3/2023)

## §3.07.016 Exemptions from non-conforming

- a) Existing business refacing their existing, non-conforming sign shall not be required to bring the sign into compliance with the current article.
  - i. Shall comply with §3.07.014 (a)



# City of Bandera TX

## City Administrator

### Job Description

**Exempt:** Yes  
**Department:** Administration  
**Reports To:** City Council  
**Location:** Bandera City Hall  
**Date Prepared:** January 04, 2022  
**Date Revised:** January 18, 2022  
**Safety Sensitive:** No

#### GENERAL DESCRIPTION OF POSITION

This position works with the Mayor, reports to the City Council and manages all activities of the City of Bandera's future planning and current day-to-day operations. The purpose of this position is to oversee all phases of operations for the City of Bandera, including Municipal Office, Departments of Public Works, City Marshal, Municipal Court, Financial and Animal Services. Overseeing operations within these departments include working directly with the directors and supervisors of these departments to maintain and improve efficiency and compliance. City Administrator is expected to exemplify leadership qualities and professionalism when managing, developing and enforcing interoffice and cross area processes and procedures, such as personnel interaction and communication, money handling and building security, work schedules, creating daily work plans, administering the department budget, monitoring development, controlling expenditures, scheduling personnel training and vacation, and overall management of personnel and equipment, distributing and maintaining building access. A complete job description is available on the City of Bandera website.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintain regular, predictable and punctual attendance.
2. Establish and maintain effective working relationships with City officials, all employees and the general public.
3. Perform all duties and responsibilities in a manner consistent with the core values of the City, and consistent with City and Department policies.
4. Work with relative independence and judgment with initiative required to meet operating requirements.
5. Use safe working practices in the performance of duties and ensure proper safety practices are used by all employees.
6. Manage confidential and sensitive issues requiring a high degree of discretion, diplomacy and tact.
7. Work a flexible schedule, which may include evenings, weekends, holidays, overtime and on call.
8. Advise and assists the Mayor and City Council in representing the city's interests with other level agencies of government, business interest, and the community at large.

9. Attend all staff, City Council, other City Commission meetings and workshops and, when follows up on the tasks.

10. Represent the City when in attendance of meetings, as required, and public functions involving other State, County, Community, Local, Department, elected/appointed officials, civic and community service organizations, volunteer groups.

11. Work with various state and federal agencies and other consultants, contractors and professionals when necessary and required.

12. Responsible for achieving an extensive knowledge of the City's Codes, Ordinances, Operations, IT systems, and overall principles and practices of effective supervision or management of organizations and personnel.

13. Work under the general supervision of the Mayor and the City Council and with the department supervisors and directors to

- Develop and maintain the annual budget for the office, to include the annual planning calendar, stages with associated deadlines and requirements.
- Directs, plans and oversees infrastructure, community, and development services as a public relations servant to the citizens of the city.
- Ensures all contracts with the city, including public utility franchises, are kept and performed and, upon knowledge of any violation thereof, bring to the immediate attention of the city council.
- Maintain the City of Bandera Comprehensive Master Plan, Codes and Ordinances per approval of the City Council.
- Maintain personnel efficiency by planning and implementing office policies and procedures, systems, layouts, and equipment procurement as well as recruiting, screening, selecting, orienting, and training employees, as may be required.
- Coordinate and schedules staff meetings, to plan, organize and direct the overall administrative activities and operations of the city, to maintain city website content, city calendar and all contact information in a timely manner.
- Design and implement office standards by establishing policies and procedures, measuring results against set standards and making necessary adjustments.
- Maintain a fair and productive work environment through setting and following consistent expectations to include follow up with performance reviews which are based on monitoring, documenting, coaching, counseling, and disciplining employees, as may be required.
- Complete and oversee all operational requirements through proper schedule monitoring, such as creates, adjusts and schedule employees with work results follow up, managing leave request, monitoring and approving time sheets prior to submitting to the treasurer.
- Maintain efficient customer service and office services through office communication, operations, policies and procedures to control expectations, correspondence, filing systems, supply requisition handling, work order processing and fulfillment and monitoring clerical functions, and personnel reviews.
- Monitor and analyze special reports, issues and trends and report to City Council to maintain a proactive instead of reactive approach to city issues and long-term planning.
- Maintain up-to-date professional and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks, and participating in City functions or societies.
- Create, coordinate and monitor the activities of the city to assure information is disseminated, as may be appropriate.

14. Responsible for achieving an extensive knowledge and compliance in accordance to The State of Texas, Texas Municipal League and any other applicable rules and regulations.

15. Responsible for achieving an extensive knowledge and compliance of the City's Codes, Ordinances, Operations, IT systems, and overall principles and practices of effective supervision or management of organizations and personnel.
16. Responsible to achieving knowledge and compliance of all personnel policies and procedures.
17. Must sign a Disclaimer.
18. Must sign a Code of Ethics.
19. Perform any other related duties as required or assigned.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

## **EDUCATION AND EXPERIENCE**

Broad knowledge of such fields as accounting, marketing, business administration, finance, etc. Equivalent to a four year college degree, plus 9 to 10 years related experience and/or training, and 9 to 10 years related management experience, or equivalent combination of education and experience.

## **COMMUNICATION SKILLS**

Ability to read, analyze, and understand the most complex documents; ability to respond effectively to the most sensitive inquiries or complaints; ability to write speeches and articles using original or innovative techniques or style; ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors.

## **MATHEMATICAL SKILLS**

Ability to apply advanced mathematical concepts such as exponents, logarithms, quadratic equations, and permutations. Ability to apply mathematical operations to such tasks as frequency distribution, determination of test reliability and validity, analysis of variance, correlation techniques, sampling theory, and factor analysis.

## **CRITICAL THINKING SKILLS**

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal, logical or scientific symbolism such as formulas, scientific equations, and graphs. Ability to deal with a variety of abstract and concrete variables.

## **REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS**

Texas Driver's License

## **PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS**

Not indicated.

## **SOFTWARE SKILLS REQUIRED**

Intermediate: Accounting, Spreadsheet

Basic: Database, Human Resources Systems, Presentation/PowerPoint, Word Processing/Typing

## **INITIATIVE AND INGENUITY**

**SUPERVISION RECEIVED**

Self directed to achieve company/organization goals. Reports to board of directors.

**PLANNING**

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work, in addition, the organization and delegation of work operations for a division of employees engaged in widely diversified activities.

**DECISION MAKING**

Performs work operations which permit frequent opportunity for decision-making of major importance which would have considerable effect on the final attainment of multiple major activities and the organization's projects of a large organization component and organization's clientele. Organization's final decision maker and authority.

**MENTAL DEMAND**

Comprehensive and very intense mental demand. Comprehensive and continual involvement with multiple divisions, departments and/or organizations. Strategic and operational management functions which relate to both the short-term and long-term time periods.

**ANALYTICAL ABILITY / PROBLEM SOLVING**

Minimal oversight. General oversight. Activities covered by general organizational philosophy and objectives. Solving problems in novel, non-recurring or swiftly changing situations in which the approach is not fully defined. Guidance by organization's board of directors or business owner(s).

**RESPONSIBILITY FOR WORK OF OTHERS**

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities may include but not limited to interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

Supervises an extra large group (25+) of employees who are engaged in diversified activities in one or more departments.

Supervises the following departments: Not indicated.

**RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT**

Regularly responsible for funds, building premises, inventory, or other property owned or leased by the organization and, in addition, may have temporary custody and responsibility of property, which through carelessness, error, loss, theft, misappropriation, or similar action would result in very important monetary losses to the organization. The total value for the above range from \$10,000,000 to \$25,000,000.

**ACCURACY**

Probable errors would normally not be detected in succeeding operations and would definitely have serious effects in relationships with patrons and/or with the operations of other segments of the organization. Frequent possibilities of error would exist at all times, since the above mentioned areas are inherent in the job.

**ACCOUNTABILITY**



**FREEDOM TO ACT**

Minimal oversight. Highest level of freedom to complete the duties of the job as guided by board policy with oversight by organization/company board.

**ANNUAL MONETARY IMPACT**

The amount of annual dollars generated based on the job's essential duties / responsibilities. Examples would include direct dollar generation, departmental budget, proper handling of organization funds, expense control, savings from new techniques or reduction in manpower.

Medium. Job creates a monetary impact for the organization from \$1mm to \$10mm.

**IMPACT ON END RESULTS**

Major impact. Job has a considerable impact on the organization's end results. A high level of accountability to generate, manage, and/or control funds within a department and/or total organization.

**PUBLIC CONTACT**

Extensive contacts with various diversified sectors of the public environment; wherein, the contacts are of extreme importance and failure to exercise proper judgment can lead to substantial losses to the organization.

**EMPLOYEE CONTACT**

Establishes company culture by setting tone of interactions and communication with senior level internal officials and employees throughout the organization.

**USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS**

Regular use of highly complex machines and equipment; specialized or advanced software programs.

**WORKING CONDITIONS**

Normal working conditions as found within an office setting, wherein there is controlled temperature and a low noise level, plus a minimum of distractions.

**ENVIRONMENTAL CONDITIONS**

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

**PHYSICAL ACTIVITIES**

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

High diversity, low physical. Work activities which allow for considerable amount of diversity as an incumbent performs a variety of tasks. Such tasks might be performed from a given work area, or the individual may move about physically in performing a variety of duties.

While performing the functions of this job, the employee is regularly required to talk or hear; frequently required to stand, walk, sit, use hands to finger, handle, or feel; and occasionally required to reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift

and/or move up to 10 pounds. Specific vision abilities required by this job include close vision; color vision; peripheral vision; depth perception; and ability to adjust focus.

## **ADDITIONAL INFORMATION**

### **MINIMUM QUALIFICATIONS:**

- Four years of work experience in office management or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.
- Possess excellent skills in the areas of personnel management, municipal administration, economic development, emergency management, financial management, human resources, city services, public works, municipal planning and community relations.
- Possess excellent communication and productivity skills, such as oral and written communications, multiple task oriented, and a critical thinker required for problem solving.
- Must be bondable.

Note: These knowledge, skills and abilities may be demonstrated by a Bachelor's Degree in Government, Political Science, Business Administration or a related field; a Master's Degree in Public Administration or a related field. Five years' experience in local government in an upper management position OR any combination of training and experience leading to the desired level of knowledge and skill are acceptable.

The City of Bandera has a zero tolerance policy regarding drugs. Any offer of employment may be contingent on a successful completion of a drug test.