

**CITY OF FAIRFIELD
CITY COUNCIL MEETING
APRIL 27, 2021**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULAR SCHEDULED MEETING AT 6:00PM ON TUESDAY, APRIL 27, 2021 AT THE FAIRFIELD ISD CAREER AND TECHNOLOGY EDUCATION COMPLEX, AT 960 E. COMMERCE ST, FAIRFIELD, TEXAS, 75840 IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 TEXAS. MEMBERS OF THE PUBLIC MAY PARTICIPATE BY JOINING AT (844) 854-2222 AND ENTER CODE 693979.

NOTICE: AT ANY TIME DURING THE CITY COUNCIL MEETING, THE CITY COUNCIL MAY ADJOURN INTO EXECUTIVE SESSION FOR ANY REASON LISTED ON THIS AGENDA PURSUANT TO ANY APPLICABLE SECTION OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH ATTORNEY – SECTION 551.071, REAL PROPERTY DELIBERATION – SECTION 551.072, DELIBERATION ON GIFTS – SECTION 551.073, PERSONNEL MATTERS – SECTION 551.074, DISCUSSION OF SECURITY MEASURES – SECTION 551.076 AND ECONOMIC DEVELOPMENT – SECTION 551.087.

H.B. NO.2840 – Section 551.001(3) (b) and (c). A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item. CITIZENS WISHING TO SPEAK DURING CITIZEN COMMENTS OR ON A PARTICULAR AGENDA ITEM NEED TO NOTIFY THE CITY SECRETARY AT: (903) 389-2633 BY 9:00 A.M. MONDAY, APRIL 26TH, 2021.

1. CALL TO ORDER; PRAYER AND PLEDGE
2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.
3. DISCUSSION AND POSSIBLE ACTION OF A LEASE WITH THE FAIRFIELD CHAMBER OF COMMERCE FOR THE VISITOR CENTER.
4. EXECUTIVE SESSION –
 1. CONSULTATION WITH ATTORNEY – SECTION 551.071
 - A. DISCUSSION AND UPDATE REGARDING CITY OF TEAGUE V. CITY OF FAIRFIELD AND ITS MAYOR KENNETH D. HUGHES, IN HIS OFFICIAL CAPACITY, CAUSE NO. CV 18334-1 AND; CITY OF TEAGUE V. CITY OF FAIRFIELD, CAUSE NO. 18-334-B
 - B. DISCUSSION REGARDING AN AMENDMENT TO THE 2018 MEMORANDUM OF UNDERSTANDING WITH THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE
5. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION.
6. DISCUSSION AND POSSIBLE ACTION ON A MUNICIPAL ADVISOR AGREEMENT RENEWAL WITH RBC CAPITAL MARKETS.
7. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION AUTHORIZING AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE WATER AND WASTEWATER SYSTEM IMPROVEMENTS FOR THE BENEFIT OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE BOYD UNIT.
8. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE TAX-EXEMPT OBLIGATION PROCEEDS COSTS INCURRED TO CONSTRUCT AND IMPROVE WATER AND

WASTEWATER SYSTEM IMPROVEMENTS FOR THE BENEFIT OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE BOYD UNIT.

9. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY **APRIL 24TH At 6:00 P.M.** ON THE WINDOW AT THE ADMINISTRATION AND UTILITY BILLING OFFICES LOCATED AT 425 W. COMMERCE ST, FAIRFIELD TEXAS, AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING SCHEDULED TIME OF THE MEETING, I FURTHER CERTIFY THAT THE FOLLOWING NEWS MEDIA AND WEBSITE HOSTING WAS PROPERLY NOTIFIED OF THIS MEETING AS STATED ABOVE: FAIRFIELD RECORDER AND FREESTONE COUNTY TIMES, FAIRFIELD, TX.


MISTY RICHARDSON, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS SHOULD BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (903)389-2633 FOR FURTHER INFORMATION

LEASE AGREEMENT FOR VISITORS' CENTER AND RELATED SERVICES

THIS LEASE executed this _____ day of _____, 2021, by and between the City of Fairfield, Texas, a Texas General Law Type A municipal corporation ("City" or "Lessee"), and the City of Fairfield Chamber of Commerce, a _____ corporation and authorized to do business in Texas ("Chamber" or "Lessor"). Lessor and Lessee are jointly referred to as "parties".

WITNESSETH:

WHEREAS, the City Council of the City of Fairfield seeks to promote the travel and tourism industry, and to encourage tourism on a weekly basis; and

WHEREAS, the City Council seeks to foster a cultural and educational center for tourists to the City to more easily learn about the various historical and cultural amenities the City has to offer; and

WHEREAS, the City Council finds that merging offices with the City of Fairfield Chamber of Commerce increases public traffic through the City of Fairfield Visitors' Center, exposing the public to more of the City's events and promoting tourism; and

WHEREAS, the City Council believes it advantageous to enter into a lease to support the operation of the visitor's center within the Chamber of Commerce to support local tourism and special cultural events; and

WHEREAS, the City Council seeks to enhance and promote the attendance of special events in the City; and

WHEREAS, the special events hosted annually by the City would not be possible without the services provided by the Chamber in support of these special events through the dedication of hundreds of hours of volunteer staffing; and

WHEREAS, the Chamber is willing and able to provide these services in support of local tourism and special events; and

WHEREAS, the City and Chamber desire to work together to promote tourism, heritage, and special events to benefit the community.

FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Chamber hereby leases to the City the Leased Premises on the following terms and conditions:

ARTICLE I. LEASED PREMISES

A. Premises. Subject to and upon the terms and conditions herein set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, the Chamber, Lessor, hereby leases to the City, Lessee, and Lessee leases from Lessor, certain designated real estate and personal property located within the Chamber Office Building located at 900 W. Commerce St., Fairfield, Freestone County, Texas, for use as the Visitors' Center for the City, as specified in detail in Paragraph B of this Article.

B. Lessor Obligations. Lessor hereby covenants and agrees to do the following to provide appropriate Leased Premises to Lessee in support of local tourism, heritage, and special events:

1. Furnish and maintain lobby space for Visitor's Center, reception area, and display of tourism and marketing information;
2. Furnish and maintain office space, including computer equipment, for Executive Director for City's Tourism and Marketing Director ("Executive Director");
3. Furnish and maintain meeting space for special events planning, and other tourism-related meetings;
4. Provide and maintain building and directional signage for Visitors' Center to encourage tourism traffic and public access;
5. Provide access to and maintain shared use of building workrooms, restrooms, hallways, entry ways, and other common spaces;
6. Provide and maintain and photo copier, printing equipment, and office equipment necessary for preparation of tourism materials;
7. Provide and maintain telephone line designated solely for the Visitors' Center, phone unit for Executive Director, and internet access for Executive Director;
8. Provide a part-time receptionist to answer the phone line and assist visitors in the Visitors' Center;
9. Provide additional volunteer staff as needed to assist visitors;
10. Provide secured records storage for City records maintained by the Executive Director;
11. Provide approximately six hundred (600) hours of volunteer staff time in support of four annual special events sponsored by the City, and operate in support of the City's tourism efforts, as detailed on Exhibit A;
12. Maintain fire and casualty insurance on the Leased Premises, including coverage for any City-owned personal property located on the Leased Premises at the time of the loss; and
13. Maintain liability insurance for the Leased Premises in an amount no less than \$1,000,000 of coverage, as specified in Exhibit B, including the City as an additional insured named on such policy.

B. Authority to Lease. Lessor represents and warrants that the premises are a part of the premises it is authorized to lease. The parties hereto expressly stipulate that the Leased Premises is not a dwelling as defined in the Texas Property Code V.T.C.A. § 92.001(1).

C. Use of Leased Premises. This lease is made in contemplation of the Lessee using the Leased Premises for its sole site for a Visitors' Center and related operations. Use of the Leased Premises by both Lessor and Lessee shall conform to all City ordinances, and State and Federal laws.

D. Access to Leased Premises. Lessee and its designated employees shall have access to the Leased Premises at all times. Lessee's invitees and customers and the general public shall have access to the Leased Premises during normal business hours and, at Lessee's election, after business hours if they shall comply with such security procedures as Lessor shall reasonably promulgate from time to time for certain events.

E. Keys and Security. Lessor shall furnish a minimum of three (3) copies of keys for access to the Leased Premises to Lessee. Upon termination of this lease, Lessee shall surrender to Lessor all keys to the Leased Premises. Lessor shall furnish the code to any security systems to Lessee. Lessee shall use its best efforts to maintain the confidentiality of such security codes.

ARTICLE II. LEASE TERM

A. Term of Lease. Lessee shall have and hold said Leased Premises for the period commencing on the ____ day of _____, 2021, and ending on the ____ day of _____, 2026 ("Lease Term").

B. Lease Extension. This Lease shall automatically renew for additional five (5) year terms to aid in continuity of operations, unless notice of intent to terminate the Lease is provided by either party no later than six (6) months prior to the end of the initial five-year Lease Term or any subsequent five-year extension of the Lease Term.

ARTICLE III. CONSIDERATION

A. Rent. Lessee shall pay to Lessor as rent for the Leased Premises \$5,000.00 (Five Thousand Dollars and No/100) in advance on a monthly basis. Lessee agrees to pay Rent on or before the first day or each calendar month ("Due Date"). If the first day of the calendar month falls on a weekend or City-recognized holiday, Rent shall be due on the next weekday when Chamber offices are open to the public.

B. Rent Escalation. If Lessee fails to deliver the Rent to Lessor by 5:00 p.m. on the Due Date, Lessee shall be in default under the Lease. Upon failure to timely pay Rent, the remainder of Rent due on the remaining Lease Term will be accelerated and become due immediately. If Rent is not received by Lessor by the Due Date, Lessor shall provide notice to Lessee of the requirement to pay the remainder of the Rent ("Accelerated Rent"). If Lessee fails to pay the Accelerated Rent, Lessor shall be authorized to pursue its legal remedies against Lessor, including but not limited to restricting access to the Lease Premises and collections actions for delinquent payments. It shall be a defense to acceleration of lease payments if Lessee provides proof of delivery of the Rent prior to the Due Date to Lessor's address.

C. Additional Consideration. The parties acknowledge and agree that by entering into this Lease, each party is establishing its annual budget and related financial commitments in anticipation of the rights and obligations set forth in this Lease.

ARTICLE IV. LESSOR'S OBLIGATIONS

1. Maintain the Leased Premises and surrounding parking and landscaping so as to enhance the first impression of visitors to the community.
2. Maintain the mechanical, plumbing, electrical, internet, and internal operational systems for the Leased Premises in good working order.
3. Submit written notifications to the Lessee relative to any events of consequence involving the Leased Premises.
4. Upon written request, deliver certificates of insurance to Lessee.

ARTICLE V. LESSEE'S OBLIGATIONS

Lessee covenants and agrees that it will not injure the building or the Leased Premises but will take the same care thereof which a reasonably prudent person would take of his/her own property, and upon termination of this lease, Lessee will surrender and deliver up the premises to Lessor in as nearly identical condition the premises were in on the commencement date of this lease; subject, however, and except for ordinary wear and tear and damage arising from fire or other casualty. Lessee agrees, at its cost and expense, to repair or replace any part of the Leased Premises damaged as a proximate result of negligent or wrongful acts or omissions of Lessee or its agents, employees, representatives, invitees, licensees or visitors and to repair damage to the building proximately caused by the negligence or wrongdoing of Lessee or its agents, employees or representatives acting within the scope of their agency, employment or representation.

ARTICLE VI. FORCE MAJEURE

A. Excusable Delay. "Excusable Delay," as used herein, shall mean and include all delays in a

party's performance of its obligations hereunder (other than its obligations to pay money), including the impossibility of such performance, which shall result from or be caused by any legal proceedings or other litigation threatened, instituted against or defended by such party, in good faith, and not merely for purposes of delay; acts of God, acts of the public enemy, wars, blockades, epidemics, earthquakes, storms, floods, explosions, strikes, labor disputes, work stoppages, riots, insurrections, breakage or accident to machines or lines of pipe or mains, lawful acts of any governmental agency or authority restricting or curtailing the erection of the building, other causes beyond the reasonable control of such party, including but not limited to equipment failures, inability of Lessor to procure and obtain needed building materials whether as a result (directly or indirectly) of any lawful order, law or decree of any governmental authority or agency or otherwise, and any other cause, whether of the kind herein referred to or otherwise; provided, that as to any and all such causes of Excusable Delay the party subjected thereto (i) within ten (10) days after such party has knowledge thereof shall give the other party notice of the existence thereof and of the length of the delay anticipated therefrom, and (ii) within ten (10) days after the cause of delay has ceased to exist, shall give the other party notice of the actual Excusable Delay which resulted from such cause; and provided further, such party shall pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a party to settle any labor dispute shall not be deemed to qualify or limit the foregoing or the effect of Excusable Delay and no such failure or refusal shall constitute delay by such party for which such party shall be responsible hereunder.

- B. Force Majeure.** All of the obligations of Lessor and of Lessee under this Lease are subject to delay or suspension resulting from Excusable Delay. The parties hereto shall exercise reasonable diligence to avoid or minimize any such delay or suspension.

ARTICLE VII. RESOLUTION OF DISPUTES

The parties agree that if a dispute arises under this Lease to seek resolution of such dispute through non-binding mediation prior to pursuing any legal remedies through the judicial system. The parties agree to notify the other party of any such differences which may arise as provided in this Lease, and of the need to schedule mediation. If the other party refuses to respond to such request for mediation within Fifteen (15) days after notice, the notifying party may pursue any other legal remedies without the need of prior mediation.

ARTICLE XIII.

- A. Miscellaneous Provisions.** The parties hereto agree as follows:

1. **Binding Effect.** The covenants and agreements herein contained shall inure to and be binding upon Lessor, its successors and assigns, and Lessee, its successors and assigns;

provided such reference to assigns is not intended to imply or grant any right on the part of either party to assign this lease.

2. Release of Claims/Subrogation. Lessor and Lessee hereby release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facilities, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of either party. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. Condemnation/Substantial or Partial Taking. If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, then this lease will terminate. Lessee shall have no claim to the condemnation award or proceeds in lieu of condemnation.
4. Limitation of Warranties. There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.
5. Severability Clause. If any term, covenant, condition or provision of this lease, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this lease or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than such as to which it shall have been invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.
6. Notices. Any notice or communication to parties required or permitted to be given under this lease shall be effectively given only if in writing and such notice shall be considered received three (3) days after depositing such notice in the U.S. registered or certified mails, postage prepaid, return receipt requested, or by commercial overnight courier service, addressed as follows:

(a) If addressed to Lessor:

900 W. Commerce St.
Fairfield, TX 75840

(b) If addressed to Lessee:

Misty Richardson, City Secretary
City of Fairfield

222 South Mount Street
Fairfield, TX 75840

- (c) Any party shall have the right to change the address to which notices shall thereafter be sent by giving notice to the other party as aforesaid, but not more than two addresses shall be in effect at any given time for City and Lessee hereunder.
11. Attorneys' Fees. In the event of litigation between Lessor and Lessee wherein one or both parties is seeking to enforce any right or remedy hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with such litigation from the other party.
12. Applicable Law. The parties agree that this Lease shall be governed by and construed in accordance with the laws of the state of Texas, and venue shall lie in Freestone County, Texas.
14. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this Lease.
15. This Lease is effective as of the date of the last signature of the parties.

LESSEE:

CITY OF FAIRFIELD, TEXAS,

Date: _____

By: _____
Kenneth Hughes, Mayor

Attest:

Misty Richardson, City Secretary

LESSOR:

**CITY OF FAIRFIELD CHAMBER OF
COMMERCE**

Date: _____

By: _____

Printed Name / Title _____

Attest:

Corporate Secretary

STATE OF TEXAS §
 §
COUNTY OF FREESTONE §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____, in his/her capacity as _____ on behalf the City of Fairfield Chamber of Commerce, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that it was executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____ 2021.

Notary Public In and For
The State of Texas

My commission expires: _____



Fairfield Chamber of Commerce

Our Chamber is not just any other Chamber. We are the FAIRFIELD CHAMBER OF COMMERCE and VISITOR CENTER and we would like you to know we are very proud of our accomplishments which would not be possible without the support of our City and other community partners. We are strong and bold, we are kind and caring, and we cater to the needs of our community with every ounce of passion possible. Our Chamber Board looks ahead to the future and knows that it's a must to find a middle ground to reach those of all ages from Baby Boomers to Generation X.

As a forward thinking Chamber we work each day in all areas of the community from Economic Development, Community Development and Tourism for the City of Fairfield. You can't have one without the other. The days of the old Chamber are gone! Shop local programs do not work without a happy community to feed them and a happy community is fueled through community development which includes events, activities, programs etc., it is never ending. The world is changing so quickly we need to remember that we must change with it as we lay our footprints down and share our wisdom with those that will be here long after we are gone.

The Chamber supports, organizes and works with other organizations and non-profits to create events and activities as it takes all of us to make a difference. Along with regular Scheduled Events the Chamber and Visitor Center host/attends; Ribbon cuttings, Grand openings, Business After Hours, Lunch and Learns, Committee Meetings, I-45 Corridor Meetings, Advisory Boards Meeting, Proclamation Signings, Ambassadors Meetings CCCE Conference, TACVB Conference,. The chamber received a special award last year from Texas Workforce Solution as "Partner of the Year"

2019 a year to remember.

Starting with our Mardi Gras themed Banquet in January where we honored those in our community that go above and beyond to make a difference. We filled March and April with Easter Eggstavaganza, Main Street Reborn Production for Business promotions in Fairfield, Mimosas morning, Pay it Forward Day and Earth Day activities, Fairfield Day at the Capital, May was real sweet with Lemonade Day, a free youth entrepreneur program for the children and future business owner in our community. June brought our Boots and Buckles Dance to kick off the Freestone County Fair and Rodeo and the Chamber Fair Banner Fundraiser and Tea with Miss Texas for the little Princess in our community. In July we prepared for Fireworks at the Fairgrounds, a two day PEACH FESTIVAL, Coffee with Cody Harris. We approached August it was back to school with new Teacher orientation gift bags, the Teachers Back to School Breakfast followed by a Job Fair with Texas Workforce Solutions. We roared into September with our 22 Annual Show of Wheels, Poker Run and Santa in September. As we headed into the last quarter of the year we didn't slow down, October and November brought Contest Howls and Meows Pet



Fairfield **Chamber of Commerce**

Costume, Scarecrow Contest, Boo on the Square, the Good Witch Ride and a Veterans Day Celebration

We rounded out the year with two big Christmas Events, one a beautiful celebration of our Lord and Savior and the other with Ice slides and Santa and so much more.

Winners of our Plaid Saturday Shop local program were announced along with our Holiday Lamp Post contest winners.

These events bring visitors from near and far to visit Fairfield.

While 2020 was quite challenging for our community, we were able to work on updating our visitor center, gather information for our community on ways to continue supporting our business thru Covid, gathered resources for folks that were/are struggling, video chats to introduce businesses to our community and help prospective business owners find the resources they need to open their own businesses.

We are excited to be in full swing now with events and activities and look forward to bringing fun and excitement to our community!

EVENT BUDGET
FOR THE CITY OF FAIRFIELD
PLANNED BY THE CHAMBER

Chamber Fundraisers:

Banquet Cake Auction
City Wide Garage Sale
Baked Potato Fundraiser
Buckles & Boots Dance

Chamber Events & Activities

July 4th activities
Awards Banquet
Quarterly After Hours
Fairfield Day at the Capital
Sip, Snack, Shop
Pay It Forward Promotions
Earth Day Promotions
Lemonade Day
Boots & Buckles Dance
New Teacher Welcome
Teacher Breakfast
Car Show Design Contest
Coffee with State Rep. Cody Harris
Tea With Miss Texas
Poker Run
Santa In Sept.
City Wide Garage Sale
Boo on the Square activities
Witch Ride
Hot WorkForce Job Fair
Scare Crow Contest
Plaid Saturday Shop Local
Sip, Snack Shop local program
Elf Ride
Christmas Parade

Promotions on Events for Tourism

Newspaper
Radio
Electronic Billboard Hwy. 27
Marques on Hwy. 84
Go Fairfield Ap
Across the Road Mesh Banners
Tourism Banners at Sam's Rest.

Billboards Events and Tourism

Hwy. 84 Event Billboard
145 Billboard Welcome to Fairfield
Market Days Billboard, Church St.

City of Fairfield Events

Christmas on the Square
Christmas Camp Site

EVENT BUDGET
FOR THE CITY OF FAIRFIELD

Christmas Lamp Post Contest
Jingle all the Way
Easter Eggstravaganza/Coloring Contest
Fireworks at the Fairgrounds
Fuzzy Peach Festival
Show of Wheels/Poker Run

PLANNED BY THE CHAMBER

ADMINISTRATIVE AND OPERATING BUDGET
City of Fairfield TOURISM CENTER

		2021-2026
<u>Property & Building Expense</u>		
Building & Maintenance		7,000.00
Insurance		2,600.00
		<u>9,600.00</u>
Total		
<u>Office Expense</u>		
Office Supplies		3,500.00
Postage & Delivery		2,000.00
Color Printer Lease		3,600.00
Total		<u>9,100.00</u>
<u>PC & Software Expense</u>		
Website Maintenance		2,400.00
Software Renewals		600.00
Total		<u>3,000.00</u>
<u>Advertising</u>		
Business Promotions		2,000.00
		<u>2,000.00</u>
<u>Utilities Expense</u>		
Electricity		6,500.00
Telephone & Internet		2,000.00
Water		1,000.00
Total		<u>9,500.00</u>
<u>Payroll Expense/Visitors Center Staff</u>		
Part-Time- Admin. Asst. Visitors Center Staff	28x\$17	24,820.00
Total		<u>24,820.00</u>
<u>Business/Community Del.</u>		
Business Seminars		4,000.00
Total		<u>4,000.00</u>
<u>Community Awareness</u>		
Business Luncheons		3,000.00
Total		<u>3,000.00</u>
TOTALS		<u>65,020.00</u>

TOURISM BUDGET
FOR CITY OF FAIRFIELD LONG TERM

	2021-2026
<u>Billboards & Signage Expense</u>	
Billboard Property Rental I45 (a)	5,000.00
Billboard Wraps Hwy. 84 and I-45 (b)	5,000.00
Welcome Banner Replacement	10,000.00
Welcome Banners Hwy.84,27 Lift Rental ©	1,500.00
Total	21,500.00
<u>Tourism App</u>	
Go Fairfield	2,700.00
Total	2,700.00
<u>Tourism Materials & Dues</u>	
Certified Folder Display Service	1,500.00
Brochures/Pamphlets/Maps (e)	6,000.00
I45 Corridor & Go Texas Memberships, CCCE	800.00
Total	8,300
<u>Hotel/Motel Logo Sign ((f)</u>	12,000.00
Total	12,000.00
<u>Travel/Business</u>	2,000.00
Total	2,000.00
TOTALS	
	46,500.00
Comments:	
(a) Property rental for I45 billboard.	
(b) Replace 84 E. & I-45 Billboard	
(c) A lift has to be rented each time the banners are changed.	
(d) Used locally, but most importantly mailed to the major entry points into Texas.	
(e)Yearly request by Hotel/Motel owners.	

**EVENT BUDGET
FOR THE CITY OF FAIRFIELD**

	PLANNED BY THE CHAMBER	2020 2021	2020 2021
Community Development Activities			
<u>Halloween Expense(A)</u>			
Fall Décor/Boo Supplies			
Total		2,500.00	2,500.00
<u>Easter Eggstravaganza Expense(B)</u>			
Candy & Prizes		1,000.00	1,000.00
Advertising		500.00	500.00
Activities & Supplies		500.00	500.00
Rental Services		500.00	500.00
Total		2,500.00	2,500.00
<u>July 4th Fireworks (C)</u>			
City	14,000.00	10,000.00	10,000.00
Chamber		4,000.00	0.00
Advertising		500.00	500.00
Total		14,500.00	10,500.00
TOTAL Community Dev. Activities			16,500.00
City Events			
<u>Christmas Expense (D) 2 events</u>			
Rentals & Services, Crafts Promo.		22,000.00	22,000.00
Advertising		4,000.00	4,000.00
Awards & Prizes		6,000.00	6,000.00
Total		32,000.00	32,000.00
<u>Fuzzy Peach Festival (E)</u>			
Entertainment		5,000.00	5,000.00
Promotional Products		2,500.00	2,500.00
Advertising		2,000.00	2,000.00
Rentals & Services		3,000.00	3,000.00
Total		12,500.00	12,500.00
<u>Show of Wheels Expense(F)</u>			
Advertising		5,000.00	5,000.00
Entertainment		2,000.00	2,000.00
Prizes		6,000.00	6,000.00
Rentals & Services		1,000.00	1,000.00
Promotional Items		2,500.00	2,500.00
Total		16,500.00	16,500.00

EVENT BUDGET
FOR THE CITY OF FAIRFIELD

TOTALS

PLANNED BY THE CHAMBER

61,000.00

61,000.00

Comments:

- (A) Sponsors provide hots dogs, chips & drinks local. organizations, businesses and chuches helped as well.)
- (A) Each year we build a fall focus and photo op. for the community and guest.
- (B) BOO works in coordination with local churches and organizations.
- (C) Chamber provides funding for part of this event as well as activities and vendors under the Pavillion.
- (D) The Christmas events are planned for two Saturdays weather permitting.
- (E) FUZZY PEACH FEST
- (F) Annual Show of Wheels, bring in live music on that Friday evening to encouage overnight guest.



Capital
Markets

MUNICIPAL ADVISOR AGREEMENT

April __, 2021

Honorable Mayor and City Council Members
City of Fairfield, Texas
425 W. Commerce Street
Fairfield, TX 75840

Re: Municipal Advisory Agreement

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC ("RBC CM") appreciates the opportunity to serve as municipal advisor to the City of Fairfield, Texas (the "Client" or "you") in association with the issuance of obligations in the form of municipal securities or loan(s). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the "Effective Date").
2. **Scope of Services for Municipal Securities.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the "Scope of Services") regarding the Obligations:
 - (a) Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client's interests.
 - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).
 - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings,

provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.

- (f) As applicable, assist in the Client's preparation of the preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (k) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (l) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
 - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
 - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
 - iv. If the Client designates RBC CM as its independent registered municipal advisor ("IRMA") pursuant to the Municipal Advisor Rule (the "MA Rule") of the Securities and Exchange Commission (the "SEC") with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

3. Scope of Services for Loans with Bank or Governmental Agency/Authority.

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority loan versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure (e.g., current interest, capital appreciation, etc.). and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; and (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client's needs.
- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.

4. Amendment to Scope of Services.

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

5. RBC CM's Regulatory Duties When Servicing the Client under MSRB Rule G-42.

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and concerning the authority of each person acting on the Client's behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of the Agreement, RBC CM must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the Securities and Exchange Commission and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

6. Term of this Engagement.

The Term of this Agreement begins on the Effective Date and may be terminated as provided for below. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

7. Compensation.

The fees due to RBC CM hereunder shall be as set forth in Appendix A hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

8. Limitation of Liability.

- (a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of any Obligations, or investments of bond proceeds, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.
- (b) **Official Statement and Waiver of Sovereign Immunity.** Client acknowledges that it is responsible for the contents of the preliminary official statement, official statement or any other document related to the issuance of the Obligations as contemplated herein ("Offering Documents"). Client will take all reasonable steps to ensure that the governing body has reviewed and approved the contents of the Offering Documents. In addition, Client agrees and understands that this Agreement is a contract for services and to the extent permitted under the applicable state law, waives any claims or defenses you may have that you are immune from suit for any matter arising from or relating to this Agreement.

9. Required Disclosures.

MSRB Rules G-10 and G-42 require that RBC CM provide you with disclosures of pertinent regulatory information, potential and actual conflicts of interest, and information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

10. Know Your Client, Anti-Money Laundering, and Terrorist Financing Rules and Regulations.

The Client agrees to provide information to satisfy "Know Your Client," "Anti-Money Laundering" and Terrorist Financing" rules and regulations, in each case, in accordance with RBC CM's requirements.

11. Waiver of Jury Trial.

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

12. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

13. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement.

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

15. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of

any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Authority.

The undersigned representative of the Client represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct RBC CM's performance of its activities under this Agreement on behalf of the Client:

Nate Smith, City Manager

18. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

RBC CAPITAL MARKETS, LLC

By _____
Name _____
Title Managing Director
Date _____

ACCEPTANCE

ACCEPTED this [_____] day of [_____] , 2021

By _____
Name _____
Title _____

APPENDIX A

FEE SCHEDULE

In consideration for the services rendered by RBC Capital Markets, the Issuer agrees that our fee for each issue of Obligations will be as follows:

Base Fee - Any Issue:			\$6,250	
Plus				
\$10.00 per	\$1,000 next	\$250,000 or	\$8,750 for	\$250,000 Bonds
Plus				
\$ 9.00 per	\$1,000 next	\$250,000 or	\$11,000 for	\$500,000 Bonds
Plus				
\$ 7.00 per	\$1,000 next	\$500,000 or	\$14,500 for	\$1,000,000 Bonds
Plus				
\$ 6.00 per	\$1,000 next	\$1,500,000 or	\$23,500 for	\$2,500,000 Bonds
Plus				
\$ 2.75 per	\$1,000 next	\$2,500,000 or	\$30,375 for	\$5,000,000 Bonds
Plus				
\$ 2.00 per	\$1,000 next	\$5,000,000 or	\$40,375 for	\$10,000,000 Bonds
Plus				
\$ 1.00 per	\$1,000 over	\$10,000,000 Bonds		

For any issue of refunding Obligations and/or other Obligations involving escrow Agreements, Revenue Bonds or Bonds issued to State or Federal Agencies, our fees will be the as computed in fee schedule set out above plus 25% (or 125% of the scheduled amount). It is also understood and agreed that we will charge a document preparation fee to be negotiated on a case-by-case basis, not to exceed \$7,500.

It is also understood and agreed that when appropriate under the circumstances (depending on time and resources expended in the transaction), we will charge an additional fee to be negotiated on a case-by-case basis. In no event shall this fee exceed 25% of the scheduled Financial Advisory fee set out above.

RBC Capital Markets will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any "out-of-pocket" expenses incurred on behalf of the Issuer.

**RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO
FINANCE WATER AND WASTEWATER SYSTEM IMPROVEMENTS FOR
THE BENEFIT OF THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE
BOYD UNIT**

**THE STATE OF TEXAS
COUNTY OF FREESTONE
CITY OF FAIRFIELD**

§
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WHEREAS, the City Council of the **CITY OF FAIRFIELD, TEXAS** (the "**City**") hereby determines that it is necessary and desirable to acquire, construct and equip improvements to the City's water and wastewater system for the benefit of the Texas Department of Criminal Justice Boyd Unit (collectively, the "**Projects**"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of one or more series of "*Combination Tax and Revenue Certificates of Obligation*" issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of \$4,600,000 for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed 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;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS:

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto as Exhibit A is a form of the "*Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation*," the form and substance of which is hereby adopted and approved. The City Administrator and City Secretary are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 3 and 4 below.

SECTION 2. DESIGNATION OF SELF-SUPPORTING DEBT. In connection with providing the information contained in the Notice approved in Section 1 above, attached hereto as Exhibit B is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for the purposes of Section 271.049(e), Texas Local Government Code.

SECTION 3. PUBLICATION OF NOTICE OF INTENTION IN NEWSPAPER. The City Secretary shall cause the Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 4. POSTING OF NOTICE OF INTENTION ON CITY'S WEBSITE. The City Secretary shall further cause the Notice to be posted on the City's internet website beginning at least 45 days before, and continuing through, the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 5. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

[The remainder of this page intentionally left blank]

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
FAIRFIELD, TEXAS AT A REGULAR MEETING ON APRIL 27, 2021, AT WHICH
MEETING A QUORUM WAS PRESENT.***

Mayor
City of Fairfield, Texas

Attest:

City Secretary
City of Fairfield, Texas

(City Seal)

EXHIBIT A

**CITY OF FAIRFIELD, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Fairfield, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Fairfield, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$4,600,000 for the purpose of paying, in whole or in part, contractual obligations to acquire, construct and equip improvements to the City's water and wastewater system for the benefit of the Texas Department of Criminal Justice Boyd Unit (collectively, the "Projects"), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's waterworks and wastewater system. The current principal of all currently outstanding debt obligations of the City is \$555,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$571,030, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is \$6,403,045, the estimated interest rate for the proposed Certificates is 3%, and the maximum maturity date of the proposed Certificates is August 15, 2042. The City Council proposes to authorize the issuance of such Certificates of Obligation at 6:00 p.m. on Tuesday, July 13, 2021, at a Regular Meeting at the Civic Center (Green Barn), 839 E. Commerce Street, Fairfield, Texas 75840.

/s/ Kenneth Hughes
Mayor, City of Fairfield, Texas

EXHIBIT B

**DESIGNATION OF SELF-SUPPORTING INDEBTEDNESS
SECURED WITH AD VALOREM TAXES**

<u>TITLE OF OUTSTANDING OBLIGATIONS</u>	<u>OUTSTANDING PRINCIPAL AMOUNT (\$)</u>	<u>AMOUNT DESIGNATED AS SELF-SUPPORTING (\$)</u>
Combination Tax & Revenue Certificates of Obligation, Series 2002	550,000	0
TOTALS	<u>550,000</u>	0

CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF FREESTONE
CITY OF FAIRFIELD**

§
§
§

I, the undersigned City Secretary of the **CITY OF FAIRFIELD, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on April 27, 2021, at the designated meeting place (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Kenneth Hughes, Mayor
Jeffrey Price, Councilmember, Place 1
Randy Johnson, Councilmember, Place 2
Bobby Nichols, Councilmember, Place 3
Landis Bayless, Councilmember, Place 4
Angela Oglesbee, Councilmember, Place 5

and all of the officers and members of the City Council were present, except the following absentees: _____, thus constituting a quorum.

Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO
ISSUE CERTIFICATES OF OBLIGATION TO FINANCE WATER AND
WASTEWATER SYSTEM IMPROVEMENTS FOR THE BENEFIT OF THE TEXAS
DEPARTMENT OF CRIMINAL JUSTICE BOYD UNIT**

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

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 27th day of April, 2021.

(SEAL)

City Secretary, City of Fairfield, Texas

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH
TAX-EXEMPT OBLIGATION PROCEEDS COSTS INCURRED TO
CONSTRUCT AND IMPROVE WATER AND WASTEWATER
SYSTEM IMPROVEMENTS FOR THE BENEFIT OF THE TEXAS
DEPARTMENT OF CRIMINAL JUSTICE BOYD UNIT**

STATE OF TEXAS	§
COUNTY OF FREESTONE	§
CITY OF FAIRFIELD	§

WHEREAS, the City Council of the CITY OF FAIRFIELD, TEXAS (the "**City**") hereby determines that it is necessary and desirable to pay expenditures to acquire, construct and equip improvements to the City's water and wastewater system for the benefit of the Texas Department of Criminal Justice Boyd Unit (collectively, the "**Projects**"); and

WHEREAS, the City expects that it may pay expenditures in connection with the Projects prior to the issuance of obligations to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Projects;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS THAT:

SECTION 1. EXPECTATION TO INCUR DEBT. The City reasonably expects to incur debt, as one or more series of obligations, with an aggregate maximum principal amount currently estimated not to exceed \$4,600,000, the proceeds of which are expected to be used for the purpose of paying the costs of the Projects.

SECTION 2. REIMBURSEMENT OF PRIOR EXPENDITURES. All costs to be reimbursed pursuant hereto will be capital expenditures within the meaning of Section 1.150-2 of the Treasury Regulations. No tax-exempt obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3. THREE-YEAR LIMITATION FOR REIMBURSEMENT. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4. PUBLIC RECORD. The City Council directs that this Resolution shall be maintained as a public record available for inspection by all persons in accordance with the provisions of Chapter 552, Texas Government Code, and that no later than 30 days after this date, this Resolution will be made available for inspection by all members of the general public at the offices of the City.

***ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
FAIRFIELD, TEXAS AT A REGULAR MEETING ON THE 27TH DAY OF APRIL, 2021.***

Mayor
City of Fairfield, Texas

Attest:

City Secretary
City of Fairfield, Texas

Execution Page to Resolution Expressing Official Intent to Reimburse with Tax-Exempt Obligation Proceeds
Costs Incurred to Construct and Improve Water and Wastewater Improvements

CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS
COUNTY OF FREESTONE
CITY OF FAIRFIELD**

§
§
§

I, the undersigned City Secretary of the CITY OF FAIRFIELD, TEXAS (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on April 27, 2021 at the designated meeting place (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Kenneth Hughes, Mayor
Jeffrey Price, Council Member Place 1
Randy Johnson, Council Member Place 2
Bobby Nichols, Council Member Place 3
Landis Bayless, Council Member Place 4
Angela Oglesbee, Council Member Place 5

and all of the officers and members of the City Council were present, except the following absentees: _____
_____. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution entitled

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE WITH TAX-
EXEMPT OBLIGATION PROCEEDS COSTS INCURRED TO CONSTRUCT
AND IMPROVE WATER AND WASTEWATER SYSTEM
IMPROVEMENTS FOR THE BENEFIT OF THE TEXAS DEPARTMENT
OF CRIMINAL JUSTICE BOYD UNIT**

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

AYES:____NOES:____ABSTENTIONS: _____

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 27th day of April, 2021.

City Secretary, City of Fairfield, Texas

(Seal)